

CHURCHDALE HOLIDAYS

Booking Conditions

Thank you for choosing Churchdale Farm for your holiday. These terms and conditions set out the contract between us so that there should be no misunderstandings as to the use of the cottage.

1 Existence of agreement

When you submit a booking via our online reservation system you will receive an automatically generated booking summary by email to the email address you provide in the booking form. No binding contract for the booking comes into effect until your booking is subsequently confirmed in writing by a letter of confirmation sent to you by post or an email.

If you book by telephone the booking becomes binding when we receive the deposit. We will only enter into a contract with the lead member of the party making the booking. That person is responsible for all acts or omissions of his/her party and any visitors during the period of their stay.

2 Payment

A non-refundable deposit of £100 must be received within 7 days of the booking confirmation otherwise the dates will be released. The balance must be paid not later than 28` days before the start of the holiday. If the balance is not paid by then we reserve the right to cancel your booking.

3 Cancellation

Because of the problems raised by Covid 19 we wish to be perfectly clear as to the position if either you or we have to cancel

a. CANCELLATION BY YOU

- i. If you change your mind and would like to cancel your booking, please contact us in writing as soon as possible. Please note that any refund given to you when cancelling your reservation may be subject to deductions, as set out in these terms.
- ii. If there are fewer than 28 days before the start of your stay, any refund we give you will be subject to an administration fee of £100 for each week of booking and our ability to find an alternative booking.
- iii. If we are unable to find an alternative guest for the period of your booking, we will not offer you a refund. If someone else subsequently makes a booking for the period of your booking, or part thereof, you will be entitled to a refund equal to the lesser of:
 1. the full cost of your booking, less our administration charge described above; or
 2. the fee paid by the alternative guest for the booking or part thereof, (which may be less than the fee paid by you as we may have to offer a discount for a late booking) less our administration charge described above.
- iv. If there are more than 28 days before the start of your stay, your deposit of £100 will not be refunded.
- v. Unless the circumstances described in clauses 3b. or 3c. apply, we will not refund any booking fees paid in the event of your cancellation for an event outside our control. (please see definition below). It is your responsibility to ensure that you have adequate insurance in place to cover any loss or damage that you may suffer as a result of the cancellation of all or part of your stay with us and any associated costs.

We are not insurance agents and are therefore not able to recommend an insurance company.

b. CANCELLATION BY US

- i. If our performance is hindered or prevented by **an event outside our control** (please see definition below), we may, at our sole discretion, offer you:
 1. a full refund; or
 2. alternative holiday dates; or
 3. such other remedy as we consider appropriate with regard to the circumstances.
- ii. In this contract, **an event outside our control** means any of the following circumstances which may hinder or prevent the performance of the contract, including but not limited to:
 1. acts of God, flood, drought, earthquake or other natural disaster; epidemic or pandemic;
 2. terrorist attack, civil war, civil commotion or riots, war, threat of or preparation for war, armed conflict, imposition of sanctions, embargo, or breaking off of diplomatic relations;
 3. nuclear, chemical or biological contamination or sonic boom;
 4. any law or any action taken by any government, whether UK or otherwise or public authority, including without limitation imposing a restriction, prohibition, or failing to grant a necessary licence or consent;
 5. collapse of buildings, fire, explosion or accident;
 6. any labour or trade dispute, strikes, industrial action or lockouts; non-performance by suppliers or subcontractors; and interruption or failure of utility services.

4 Arrival

Your cottage will be available from 3.00pm on the day of arrival. If you arrive earlier your cottage may not be available. Please telephone us a few days before your holiday begins to let us know your approximate time of arrival so that we can have the cottage unlocked.

5 Departure

It is a term of our contract with you that you vacate the cottage promptly by 9.45 am on the day of departure. Please leave the cottage as far as possible in the state that you would wish to find it.

6 Children

We welcome children aged 14 and over. We require you, please, to state the age of the children between 14 and 18 when booking.

7 Pets

We do not allow pets into our cottages.

8 Smoking

The cottages are all non-smoking. Should we find evidence of smoking indoors (including near entrance doors or through open windows) we reserve the right to charge a minimum charge of £150 to cover the cost of de-fumigating to make the cottage acceptable to our next guests.

9 Bed linen and towels

All bed linen tea towels and personal towels are provided.

10 Damage and breakages

All damage and breakages caused during your occupation of the cottage are your responsibility and the cost shall be payable on demand. You are expected to take reasonable care of the cottage and its contents whilst in your occupation.

11 Reporting faults

Please tell us about any problems with any fixtures or fittings or breakages as soon as they occur. This will enable us to address the problem urgently and make your holiday as trouble-free as possible.

12 Groups

Our cottages are not suitable for groups and we do not accept them.

13 Party size

In no circumstances may more than the maximum number of persons as stated on the web site for a particular cottage occupy the property. We reserve the right to refuse entry to or cancel any booking from clients who may in our opinion be unsuitable for the cottage concerned.

14 Liability

Churchdale Farm is a working farm. No liability is accepted for any damage expense injury death or loss of any nature whatsoever including without limitation guests' property or vehicles or those of their visitors other than that caused by our negligence or that of our employees agents or contractors (whilst acting in the course of their employment). You agree to indemnify and hold us harmless from and against all actions claims costs and proceedings (including reasonable legal fees in defending any claim) arising from your acts or omissions (and those in your party or your visitors) whilst on our property.

15 Right of entry

We reserve the right to enter any cottage at any reasonable time for the purpose of emergency maintenance or repair or any other need.

16 Data

We treat any data collected during the course of making bookings or dealing with enquiries in strict confidence. Your data will never be sold. As members of Premier Cottages (a marketing collective of the best four and five star cottages in the UK) we have agreed to supply to Premier Cottages Ltd the names, postal and email addresses of all guests booking with us during the previous year, in order that these guests may be sent a Premier Cottages brochure and sent promotional emails from time to time. We also provide them with the email addresses of guest enquiries. By accepting these terms and conditions you are indicating your consent to receiving these communications from us unless you let us know otherwise, which you can do at the point of booking by ticking the Marketing Notes box in the extras section. If at any time you would

like your details removed from this list all you need do is to click the unsubscribe link on any of the emails or contact us on info@churchdaleholidays.co.uk and we will arrange for you to be removed from the database.

17 Complaints

Should you have any cause for complaint please notify us immediately and we will endeavour to deal with it. It is very difficult to deal with complaints after you have left the cottage.

CHURCHDALE HOLIDAYS

WI-FI ACCESS TERMS AND CONDITIONS

This Agreement sets out the terms and conditions on which wireless internet access ("the Service") is provided free of charge to you, a guest and any fellow guests, of Churchdale Holidays ("we") in consideration of your custom.

1. Extent of the Service

- 1.1. We do not recommend in particular the use of any websites (or other internet related services ("Internet Services")) and your use of Internet Services is carried out entirely at your own risk
- 1.2. We have no responsibility for or control over the Internet Services you access and do not guarantee that any services are error or virus free.
- 1.3. We have no responsibility for or control over the information you transmit or receive via the Service.
- 1.4. Save for the purpose of network diagnostics we do not examine the use to which you put the Service or the nature of the information you send or receive.
- 1.5. We do not guarantee the availability of the Service or the speed at which information may be transmitted or received via the Service or that the Service will be compatible with your equipment or any software that you use.
- 1.6. We do not guarantee the security of the information which you may transmit or receive using the Service or located on any equipment utilising the Service and you accept that it is your responsibility to protect your information and have adequate security (in terms of equipment and procedures) to ensure the security integrity and confidentiality of your information and data.
- 1.7. We reserve the right at all times to withdraw the Service, change the specification or manner of use of the Service, change access codes, user names, passwords or other security information necessary to access the Service.

2. Your use of the Service

- 2.1. You must not use the Service to access Internet Services or send or receive e-mails which:
 - 2.1.1. are defamatory, threatening, intimidatory or which could be classed as harassment
 - 2.1.2. contain obscene, profane or abusive language or material
 - 2.1.3. contain pornographic material (that is texts, pictures, films, video clips of a sexually explicit or arousing nature)
 - 2.1.4. contain offensive or derogatory images regarding sex, race, religion, colour, origin, age, physical or mental disability, medical condition or sexual orientation
 - 2.1.5. contain material which infringe third party's rights (including intellectual property rights)
 - 2.1.6. in our reasonable opinion may adversely affect the manner in which we carry out our business or
 - 2.1.7. are otherwise unlawful or inappropriate
- 2.2. Music, video, pictures, text and other content on the internet may be copyright works and you should not download alter e-mail or otherwise use such content unless certain that the owner of such works has authorised its use by you.
- 2.3. We may terminate or temporarily suspend the Service if we reasonably believe that you are in breach of any of the provisions of this agreement.
- 2.4. We recommend that you do not use the Service to transmit or receive any confidential information or data and should you do so you do so at your own risk.
- 2.5. The Service is intended for consumer use only. In the event that you use the Service for commercial purposes we would specifically refer you to clause 4.2 below.

3. Criminal Activity

- 3.1. You must not use the Service to engage in any activity which constitutes or is capable of constituting a criminal offence either in the United Kingdom or in any state throughout the world.
- 3.2. You agree and acknowledge that we may be required to provide assistance and information to law enforcement, government agencies and other authorities.
- 3.3. You agree and acknowledge that we may keep a log of the Internet Protocol ("IP") addresses of any devices which access the Service, the times when they have accessed the Service and the activity associated with that IP address.
- 3.4. You further agree that we are entitled to co-operate with law enforcement authorities and rights-holders in the investigation of any suspected or alleged illegal activity by you which may include but is not limited to disclosure of such information as we have (whether pursuant to clause 3.3 or otherwise) and are entitled to provide by law to law enforcement authorities or rights-holders

4. Other Terms

- 4.1. You agree to compensate us fully for any claims or legal action (including but not limited to legal costs) made or threatened against us by someone else because you have used the Service in breach of these conditions.

4.2 We have no responsibility (to the extent permitted by law) to compensate you (whether or not we are negligent) for any direct or indirect financial loss, loss of profit or revenue, time, anticipated savings of profit or revenue, opportunity, data, use, business, wasted expenditure, business interruption, loss arising from disclosure of information, loss arising from or in connection with use of the Service or inability to use or access the Service or a failure suspension or withdrawal of all or part of the Service at any time or for any other similar direct or indirect loss that may arise in relation to this agreement whether or not we were advised in advance of the possibility of such loss or damage

4.3 We agree that the terms of this agreement are not enforceable by a third party under the Contracts (Rights of Third Parties) Act 1999

4.4 This agreement is governed by the law of England and Wales and is subject to the non-exclusive jurisdiction of the English Courts

I confirm on behalf of myself and any fellow guests that I accept these terms and conditions as the basis of my/our use of the wireless internet access provided