

# Terms & Conditions Edited 05/10/2021

Definitions where mentioned below:

"Guest" means the person making the booking and all members of their party.

"Owner" means the owner of the accommodation let or his duly authorised staff.

The contract between Oakerthorpe Holiday Village Ltd and The Guest subject to schedule 1, paragraph 9 of the Housing Act 1988:

## Coronavirus

Coronavirus At Oakerthorpe Holiday Village Ltd the health and wellbeing of our patrons and staff are of upmost importance therefore Oakerthorpe Holiday Village Ltd is pleased to support and comply with Government guidelines at all times. By booking to stay at Oakerthorpe Holiday Village Ltd you also agree to comply with Government guidelines and are booking within the most recent guidelines issued. To ensure customers book with confidence we guarantee to offer our guests the following options should current guidelines require: (Evidence may be requested in some circumstances)

\*Credit note to be put towards a future booking.

\*Re-schedule booking with new dates.

\*Full money back should a cancellation be required.

## H&S on site

All guests are required to familiarise themselves with our H&S and Fire Safety Policies which are documented in the welcome folder in each property.

## Fire Safety

### Fire evacuation Strategy

Special attention should be paid to the layout of the property including fire exits, fire extinguishers and the fire assembly points around the farm. A fire action plan and details of the nearest assembly point is situated at the entrance/exit door of the property. The Fire Safety Policy is documented in the welcome folder in each property.

### Action in case of a fire

- Shout "fire" to alert others to the danger.
- Call 999 using your telephone and give the full address of the property which is Oakerthorpe Holiday Village, Amber Mill Farm, Oakerthorpe, DE55 7LL.
- Attack the fire if possible using the appliances provided if confident and safe to do so.

### Action on hearing the alarm

- Leave the building by the nearest route.
- Close all doors behind you.
- Report to the assembly point as directed at the entrance/exit door of your property.

### Calling the fire brigade

Call 999 and give the full address of the property which is Oakerthorpe Holiday Village, Amber Mill Farm, Oakerthorpe, DE55 7LL.

#### Identifying Escape routes

Escape routes are highlighted at the entrance/exit door of your property.

#### Fire Warden

The fire Wardens on site are Vic Fell (07971 407 701) and Oliver Fell (07975 950 425)

Please contact the fire wardens if you discover a problem.

#### Place of assembly roll call

There are 3 assembly points on site. The guide inside your property will highlight the way to the closest point.

#### Firefighting equipment provided

Each property is equipped with a suitable fire extinguisher and fire blanket.

#### Personal evacuation plan

On arrival people with special needs should be identified and a suitable "Evacuation Plan" be discussed. This may be a nominated occupier who simply assists that person, ensuring that they are aware of a fire alarm operating and give them assistance to the "Assembly Point".

#### Liaison with emergency services

The fire Wardens will liaise with the emergency services upon being notified of a fire.

#### Children

All guests under 16 must be accompanied at all times.

In the event of a missing child a member of management is to be made aware. Staffs will then assist with the search and provide assistance to the family. Please see also The Orchard and The Playpark headings.

#### Dogs

Dogs are charged at £50 per dog.

Dogs must not be left unattended in the property at any time unless caged appropriately.

When in communal areas dog must be on the lead and under the control of a responsible adult at all times.

Dogs are not permitted in the Orchard or Playpark.

The Guest must clear up after the dog promptly, whether in the garden or out on the lead and dispose of bagged waste in an exterior bin.

The Guest is responsible for any damage howsoever caused by their dog and liable to reimburse the Owner for any replacement or repair thereby necessitated.

The Owner reserves the right to terminate the contract if the behaviour of the dog is considered unacceptable.

#### Smoking

Smoking is not permitted anywhere inside the accommodation, communal areas, playpark or Orchard.

All cigarettes must be disposed of in the smoking bins provided. If smoking material is found within the exclusive yard area of a

dwelling a charge will be levied of £20 for collection and disposal.  
Note: Images will be taken as proof of smoking litter.

#### Noise Disruption

No outside music is permitted after 10pm. Should another Holiday Party complain about noise disruption at any time and it is substantiated, a non-compliance charge of £500 will be levied from the lead guest and if complaints continue to occur after a warning, you will be asked to leave.

#### The Playpark

All guests under 16 must be accompanied at all times. Only guests under 14 are to use the play equipment.  
No ball games or Barbeques- please use the designated areas.  
No dogs are permitted in this area. Please leave the area as you wish to find it.

#### The Orchard

All guests under 16 must be accompanied at all times.

Do not chase or frighten the animals as this is their home.  
The animals are free to roam and as such there may be a risk of injury. By visiting the Orchard guests accept this risk.  
Always wash your hands after visiting The Orchard as touching and feeding the animals may result in bacteria which in rare cases may be life threatening, the only way to eliminate this risk completely is to avoid contact with the animals and their environment.  
The animal enclosure is secured with an electric fence to keep out predators. Guests must not put hands in or climb through the barriers.  
Animals must only be handled when a member of staff is present.  
By signing this form permission has been granted for children to feed and handle the animals with a member of staff.

#### Barbeques

Barbeque sets can be purchased at a charge of £20 to be used in the designated barbeque area only, with unlimited charcoal and lighters available for the duration of the stay.  
Only the use of the official barbeque and kit is permitted.  
Barbeques should not be left unattended when lit or glowing and are not permitted in windy conditions.  
The Owner reserves the right to obtain reimbursement for damage or loss should a Guest fail to comply.

#### Hot tubs (For applicable properties)

The Guest must read and sign the hot tub rules and agreement prior to arrival and all members of the Guests party must adhere to the hot tub rules for the duration of their stay.  
The Owner reserves the right to refuse entry to the hot tub for those failing to comply with the hot tub rules.  
In the event of the hot tub being unavailable for use, any appropriate refund will be limited to £100.

Any damage to the hot tub must be reported to the Owner immediately and the cost of repair or replacement will be obtained from the Guest.

#### Travel cots / high chairs

The Owner can provide a folding travel cot or high chair as required at an additional cost of £10 per item.

The Guest is required to supply the linen for the travel cot.

#### Liability

The Owner shall not be liable for any loss or damage to any Guests property or any property belonging to a member of the Guests party howsoever caused. The Guest or members of their party cannot hold the Owner liable for any personal injury/death howsoever sustained where the Owner and/or their employees have used reasonable skill and care: and/or were caused by the fault of the person(s) affected or any member(s) of their party (including inadequate supervision of children/pets) and/or were caused by the fault of a third party, and/or were caused by an event that could not have been reasonably foreseen or avoided.

#### Payments

A 25% deposit is payable when booking is made and the balance becomes payable 28 days prior to the arrival date. Special payment terms are available for longer stays or corporate customers. Payment is due within 7 days of invoice. After this time overdue monies are charged at 5% interest per month or daily equivalent. All guests in the party must be declared and agreed prior to arrival. The Owner will seek to obtain full reimbursement if any person is found to be staying over and above the number confirmed. All lettings will begin at 4pm on the day of arrival and end at 10am on the day of departure.

#### Cancellations

In the event of a cancellation for any reason other than COVID 19 all payments will be forfeited unless if when re-advertised said booking is taken up by others, when a fee of 5% will be deducted from full gross payment of holiday.

#### Security deposit and charges

The Guests card details will be stored for up to 14 days after departure in case a claim has to be made. All claims will be discussed with the Guest in the first instance and evidence will be provided to the relevant parties.

A fee will be collected to cover the cost of repair/replacement should damage or loss occur.

No outside music is permitted after 10pm. Should another Holiday Party complain about noise disruption at any time and it is substantiated, a non-compliance charge of £500 will be levied from the lead guest and if complaints continue to occur after a warning, you will be asked to leave.

If we are unsuccessful in retrieving the claim amount (for example the Guests card details are not stored, the Guest booked through a 3<sup>rd</sup> party site, Guests card details are no longer valid or the card

details are declined) other avenues will be explored to obtain due payment.

All properties should be left as they are found. Any excess cleaning or tidying charge over and above what the Owner considers to be normal will be charged at £20 per hour plus VAT. Images will be available if appropriate.

All breakages must be reported to the Owner and can be replaced or paid before departure. Note: No charge will be made for small items if reported to the Owner prior to departure.

Any damage to the property or fixtures and fittings should be reported to the Owner and the cost of repair or replacement will be taken using the card details stored.

If keys are found to be missing after departure the cost of a replacement key/lock will be obtained using the card details stored.

### Security

The Guest must ensure that reasonable security measures are taken during their stay including closing the windows and locking doors when not in the property.

Upon departure the keys must be returned to the key hook adjacent main outside door. Missing keys will result in the locks being changed and a charge made.

If the Guest vacates earlier than agreed the Guest must inform the Owner so that the property can be checked and secured. The Guest remains responsible for the property until the agreed departure date and time of departure.

### Data Protection/Privacy Policy

Data such as your name and email address may be stored for future marketing purposes. Unless you advise otherwise, we will take your consent as given that you permit the safe use and storage of this Data. We do not sell or share your information with 3rd parties. Please read our on-line privacy policy for further information.

### Additional Rules

No camper vans, tents or caravans are permitted on site.

No fireworks are permitted at any time.

No bluetack or cello tape to be used on walls as this may cause damage to surfaces when removed.

Whilst respecting the reasonable privacy of the Guest, the Owner reserves the right to enter the accommodation at any time during the period of letting if necessary for repairs, maintenance or emergencies. Please do not leave keys in locked door in case emergency access is required.

Please also note that auxiliary outside doors/gates must be left unrestricted as access is required each day mostly early in the morning to sanitize the hot tubs.

If accommodation already booked should become unavailable due to circumstances beyond the control of the Owner every effort will be made to find alternative accommodation. The Owner reserves the right to refuse accommodation without giving a reason.

The Guest and their party are required to familiarise themselves and adhere with the house rules, policies and procedures contained in the information folders provided in each property.

Please note that the land surrounding Oakerthorpe Holiday Village is private land and is out of bounds for Guests. If you are in any doubt, please ask a staff member.