

## Terms & Conditions Edited 27/06/2020

### 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 Amber Mill Farm Holiday Lets Ltd and The Guest subject to schedule 1, paragraph 9 of the Housing Act 1988:

### Coronavirus

At Oakerthorpe Holiday Village the health and wellbeing of our patrons and staff are of utmost importance therefore Oakerthorpe Holiday Village is pleased to support and comply with Government guidelines at all times.

By booking to stay at Oakerthorpe Holiday Village you also agree to comply with Government guidelines and are booking within the most recent guidelines issued.

In addition you understand that essential changes to your booking may have to be made should the Government issue new advice or instructions regarding holiday rentals therefore if circumstances re COVID-19 demand we would move your booking to future dates to suit your party with no additional cost for a like for like stay however payments made will not be refundable as per our Terms and Conditions.

### 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	<ul style="list-style-type: none"><li>· Shout “fire” to alert others to the danger.</li><li>· Call 999 using your telephone and give the full address of the property which is Oakerthorpe Holiday Village, Amber Mill Farm, Oakerthorpe, DE55 7LL.</li><li>· Attack the fire if possible using the appliances provided if confident and safe to do so.</li></ul>
Action on hearing the alarm	<ul style="list-style-type: none"><li>· Leave the building by the nearest route.</li><li>· Close all doors behind you.</li><li>· Report to the assembly point as directed at the entrance/exit door of your property.</li></ul>
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.

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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.

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### **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**

All noise is to be kept to a minimum after 10pm with no outdoor music after this time.

Fireworks are not permitted on site at any time.

A fine / deduction from your security deposit of up to £500 will be claimed if a justifiable complaint is made by other holiday visitors.

### **The Playpark**

All guests under 16 must be accompanied at all times. Only guests under 16 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**

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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 withhold an amount from the security deposit 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 deducted from your security deposit.

### **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 where caused by the fault of the person(s) affected or any member(s) of their party (including inadequate supervision of children/pets) and/or where caused by the fault of a third party, and/or where 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.

All payments made are non-refundable by the Owner and will be forfeited if the Guest cannot take up the booking made for any reason. Payment is due within 7 days of invoice. After this time overdue monies are charged at 5% interest per month or daily equivalent.

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All guests in the party must be declared and agreed prior to arrival. The Owner reserves the right to withhold the security deposit 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.

### **Security deposit and charges**

Following departure the security deposit if applicable will be refunded after the housekeepers have completed their duties and confirmed there are no damages, breakages or missing items. The security deposit will be refunded to the Guest within 14 days of departure.

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. Any excess charge will be notified to the Guest and will be deducted from the security deposit. 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 deducted from your security deposit. Images will be available if appropriate.

If keys are found to be missing after departure the cost of a replacement lock will be deducted from your security deposit as per the T&Cs of our insurance policy.

### **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 from your security deposit.

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 3<sup>rd</sup> parties. Please read our on-line privacy policy for further information.

### **Additional Rules**

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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.

If accommodation already booked should become unavailable due to circumstances beyond the control of the Owner every effort will be made to find suitable alternative accommodation.

The Owner reserves the right to refuse accommodation without giving any 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.

***I can confirm that I have read and understood the above Terms and Conditions and understand my obligation to forward these details to the other members in my party. I am aware that by signing this document I take responsibility for my entire party and I am fully aware of the risks and dangers highlighted above.***

**Signed** \_\_\_\_\_ **Name**  
**(Printed)** \_\_\_\_\_ **Date** \_\_\_\_\_