

Washingpool Farm Holiday Cottages

Terms & Conditions July 2023



1. To secure your booking a non-refundable deposit of £100 per property per week (or part week) is required.
2. The balance of the tariff must be paid 8 weeks before the date of arrival. If the balance is not received by the date due on the booking confirmation, Washingpool Farm, at their discretion, reserves the right to make the property available for re-booking.
3. For bookings made less than 8 weeks prior to arrival the total amount is payable on booking.
4. Payments can be made by credit/debit card through Opayo (a link is embedded with your booking information), over the phone or bank transfer using the details provided in your booking confirmation.
5. The properties must be left in a clean and tidy condition. We would appreciate notification of any breakages, to ensure that the unit is fully equipped for future guests.
6. Please vacate the property by 10am on departure day. All properties are prepared to a high standard of cleanliness and therefore we appreciate **arrivals not before 3pm**.
7. No more than the maximum number of persons stated in the brochure or website property description may occupy a property unless by prior written agreement with Washingpool Farm. Extra charges may be applicable. Washingpool Farm reserve the right to refuse admittance if this condition is not observed.
8. Washingpool Farm reserve the right to revoke or refuse prior to, or during the stay, any booking from parties which they consider to be unsuitable for the property.
9. We are unable to accommodate pets and smoking/vaping is prohibited in all properties.
10. Washingpool Farm shall not be liable to the guest or any member of the guest's party for any injury, loss or damage to their property or person, however caused.
11. Guests should ensure that all personal possessions are removed on departure from the property. Washingpool Farm will endeavour to return items if requested but if this is not possible, Washingpool Farm reserve the right to dispose of any guests' personal belongings after the departure day of the guests from the property.
12. Washingpool Farm reserve the right to refuse any booking and to cancel any booking already made if the property is unavailable (e.g. through fire, flood etc.) for any reason whatsoever subject to a full refund of all monies paid.

13. Short breaks may be available from September to May inclusive – minimum stay 3 nights charged at 60% of weekly rate, extra nights are charged at 20% of weekly rate.
14. Bed linen, bath towels, hand towels and tea towels are provided. **Travel cot, highchair and stairgate are available on request** to ensure items are kept sanitised (no extra charge). Please note - we do not provide cot linen/bedding.
15. We provide an essential starter pack for our cottages including toilet rolls, a kitchen roll, some dishwasher tablets, hand soap, washing up liquid, cream cleaner and toilet cleaner. Unfortunately, we do not provide any extras if you use these up.
16. We provide free, rural-strength wifi but do not guarantee availability or specific speeds. Please read our Acceptable Use Policy attached (Appendix 1).
17. We do not have provision for charging electrical vehicles currently on site. Our Electrical Vehicle Charging Policy is attached (Appendix 2).

Cancellation

Any cancellation must be advised by the party leader in writing.

1. If the booking is cancelled less than 8 weeks before arrival, then a charge equal to the full booking amount will be made.
2. If the booking is cancelled 8 weeks or more days before arrival a charge equal to the non-refundable deposit already paid applies.
3. If we are unable to provide the booked holiday and have had to cancel before the holiday is due to start, you are entitled to a full refund of any money you have paid, except where the cancellation or change arises from any unforeseeable or unusual occurrence outside our control.
4. **The rental charge does not include cancellation protection. We strongly recommend that you take out travel insurance to cover any cancellations made.**
5. If you have to cancel due to a local lockdown which prevents you from travelling or us from opening, then we will refund you the full amount of your holiday.

These booking conditions supersede all previous issues.

Appendix 1: Internet Acceptable Use Policy

1. Acceptable use

- 1.1. By accepting our terms and conditions and using this service, you acknowledge that you have read, understand and will abide by this policy.
- 1.2. We reserve the right to restrict the amount of bandwidth available to users without notice during busy periods to maintain good access for other users.
- 1.3. You must not use our internet connectivity services:
 - a) in any way that breaches any applicable local, national or international law or regulation;
 - b) in any way that is unlawful or fraudulent, or has any unlawful or fraudulent purpose or effect;
 - c) for the purpose of harming or attempting to harm minors in any way;
 - d) to transmit, or procure the sending of, any unsolicited or unauthorised advertising or promotional material or any other form of similar solicitation (spam);
 - e) to knowingly transmit any data, send, upload or download any material that contains viruses, Trojan horses, worms, time-bombs, keystroke loggers, spyware, adware or any other harmful programs or similar computer code designed to adversely affect the operation of any computer software or hardware;
 - f) to be defamatory of any individual;
 - g) to promote obscene, offensive, hateful or inflammatory material;
 - h) to discriminate (including based on race, sex, religion, nationality, disability, sexual orientation or age);
 - i) in any way which infringes copyright, database right or trade mark;
 - j) to deceive any person;
 - k) to breach any legal duty owed to a third party, such as a contractual duty or a duty of confidence;
 - l) to be threatening, abuse or invade another's privacy, or cause annoyance, inconvenience or needless anxiety;
 - m) to harass, upset, embarrass, alarm or annoy any other person;
 - n) to impersonate any person, or to misrepresent your identity or affiliation with any person;
 - o) to give the impression that you are economically linked to us;

- p) to advocate, promote or assist any unlawful act such as (by way of example only) copyright infringement or computer misuse; or
 - q) to access without authority, interfere with, damage or disrupt any equipment or devices connected to a network owned, controlled or used by us or any third party.
- 1.4. The use of the internet by a minor is subject to this policy and the consent of their parent or guardian. We advise parents who permit their children to use the internet connectivity we provide that it is important that they communicate with their children about their safety online, as moderation is not fool proof.

2. Suspension and termination

- 2.1. We will determine, in our discretion, whether there has been a breach of this acceptable use policy through your use of our internet connectivity services. When a breach of this policy has occurred, we may take such action as we deem appropriate.
- 2.2. Failure to comply with this acceptable use policy constitutes a material breach and may result in our taking any or all of the following actions:
- a) immediate, temporary or permanent withdrawal of your right to use our services;
 - b) issue of a warning to you;
 - c) legal proceedings against you for reimbursement of all costs on an indemnity basis (including, but not limited to, reasonable administrative and legal costs) resulting from the breach;
 - d) further legal action against you; and/or
 - e) disclosure of such information to law enforcement or other such authorities as we deem appropriate.

3. Limitations to our liability

- 3.1. Neither a minimum speed, unrestricted bandwidth nor uninterrupted provision of access is guaranteed and we will not be liable for any form of compensation or expenses claimed by you in respect of the provision or quality of internet connectivity.
- 3.2. Provision of internet access by us is entirely discretionary and provided without guarantee. Failure of our internet connectivity, or failure to provide internet connectivity (or sufficient bandwidth for any specific use) does not constitute a breach of any contract to provide you with accommodation.
- 3.3. We exclude liability for actions taken in response to breaches of this acceptable use policy. The responses described in this policy are not limited, and we may take any other action we reasonably deem appropriate.

- 3.4. We exclude any liability for any direct, indirect or consequential loss or damage incurred by any user in connection with our internet connectivity services or in connection with the use, inability to use, or results of the use of our services including loss of or damage to; income or revenue, business, profits or contracts, anticipated savings, data, or goodwill, whether caused by tort (including negligence), breach of contract or otherwise, even if foreseeable, provided that this condition shall not prevent claims for loss of or damage to your tangible property or any other claims for direct financial loss that are not excluded by any of the categories set out above.
- 3.5. We will not be liable for any loss or damage caused by viruses or other technologically harmful material that may infect your computer equipment, computer programs, data or other proprietary material due to your access to the internet via our services.

Appendix 2: Electrical Vehicle Charging Policy

1. About this policy

- 1.1 This policy sets how Electric Vehicles (EV) should be recharged while at the Property and the responsibilities of EV owners in respect of safe charging.
- 1.2 Any reference to "Property" in this policy is a reference to the Property including any garden, grounds, outbuildings, garages or communal spaces.
- 1.3 This policy forms part of our contract with you. A breach of this policy will constitute a breach of the contract between us.

2. Who does this policy apply to?

- 2.1 This policy applies to all members of the Booking Party and such other visitors of the Property. It shall be the responsibility of the Lead Guest to inform all members of the Booking Party and any visitors of this policy.

3. What is an Electric Vehicle?

- 3.1 For the purpose of this policy an EV is any vehicle that uses electric motors, either fully or partially, to drive its wheels. It will derive some or all its power from rechargeable batteries which requires connection to the electricity grid (plug-in). This includes fully chargeable and plug-in hybrid cars, motorbikes, buggies, scooters, mopeds, bicycles, utility vehicles and tracked vehicles.

4. Domestic chargers are not permitted at the Property

- 4.1 Most EVs are supplied with a domestic charger, commonly known as a 'granny charger' or a 'trickle charger'. These cables recharge the EV using a domestic power source via a 3-pin wall socket.
- 4.2 Domestic chargers are not suitable for use in the Property and will create a fire hazard. **The use of domestic chargers is strictly forbidden.**
- 4.3 We retain the right to carry out reasonable inspection, on a without notice basis, to ensure that granny chargers are not in use in the Property.
- 4.4 You are solely liable for any damage or loss suffered by us as a result of your unauthorised use of domestic chargers.
- 4.5 We do not have on-site charging facilities at the Property and you must make your own arrangements for EV charging. The closest charge points to the Property are: East Street Car Park, Bridport and Bridport Leisure Centre.