



Terms & Conditions

Contract

These terms and conditions together with the tariff agreed with you for your stay at Chale Bay Farm constitute the contract between you, the "Guest" making the booking, and Clark Associates Isle of Wight LLP, trading as Chale Bay Farm ("us", "we", "CBF"). In paying a deposit (or otherwise confirming a booking) and/or signing upon registration you are agreeing to be bound by these terms and conditions.

Bookings and Booking Confirmation

We accept bookings through our web site (and other internet booking services), by telephone and by post. Bookings can only be accepted from someone aged 18 or over. A booking will be provisional until a deposit has been received by us from you and your reservation has been confirmed to you in writing by us, stating the dates of your stay and the agreed tariff. Bookings will be confirmed in writing by post and/or by email if you have supplied a valid email address.

Deposit

To confirm a booking we require payment of a deposit equal to 10% of the charges due for the whole stay or the value of the first night's stay at the agreed tariff, whichever is the greater; or in the case of a Company having an approved credit account with us by providing a properly authorised and dated order with order number. We accept payment of the deposit by supported debit cards, credit cards, bank transfer or cheque. In the event that a bank transfer or cheque is used then the booking will be secured and confirmed when cleared funds have arrived in our account. Note that cheques have ceased being a guaranteed form of payment and although accepted for the deposit (provided there is time for cleared funds to arrive) they are not accepted upon check-out. Deposits are non-refundable.

Provisional Bookings

Provisional bookings are bookings made for which a deposit has not been paid and/or which have not been confirmed by us. These will be maintained in our reservations diary for as long as reasonably possible, however will be cancelled in the event that demand for rooms makes this impractical. Where reasonably possible, but without obligation to do so, we will contact you to advise that we may have to cancel a provisional booking to give you the opportunity to confirm it, and/or to notify you that we have actually cancelled a provisional booking.

Tariffs and Pricing

The tariff payable for accommodation will be the one agreed and shown in the booking confirmation (unless subsequently agreed and amended between you and us in writing). Unless explicitly stated to the contrary, quoted tariffs are per adult per night and include breakfast and VAT. If for any reason a tariff is not agreed at the time of booking the tariff payable shall be deemed to be the prevailing Published Standard Tariff in force at the time of the stay.

Promotional Pricing and Special Offers

The tariff and pricing payable may be modified by the application of Promotional Pricing and/or Special Offers and may be subject to additional terms and conditions which will normally be published in close conjunction with the promotion/offer. No Promotional Pricing and/or Special Offer may be used in conjunction with another unless explicitly allowed for in its specific terms and conditions. For the avoidance of doubt, Guests shall be entitled to Promotional Pricing and/or Special Offers for which their booking qualifies at the time of making the booking (not at the time of stay); this is especially relevant to where last minute/late booking promotional pricing or other incentives are offered in order to sell un-let rooms; whether or not to extend such entitlement at the time of stay shall be entirely at our discretion or made explicit in the specific terms and conditions of the promotion/offer.

Tariffs for Babies, Toddlers and Children

Unless specified explicitly to the contrary, for example in a promotional tariff, babies and toddlers aged 3 or below shall be accommodated free; the tariff for children aged 4-12 inclusive shall be 50% of the adult tariff; the tariff for children aged 13-15 inclusive shall be 75% of the adult tariff; children aged 16 and 17 shall pay the full adult tariff; where a baby/toddler is accommodated free it is expected the parents/guardian shall supply the baby/toddler's food, otherwise a baby/toddler breakfast supplement shall be charged at the prevailing published rate.

Reduced Occupancy Supplements/Minimum Room Charges

Unless specified explicitly to the contrary, for example in a promotional tariff, the minimum charge for a single adult in a double room shall be 75% of the charge if occupied by two adults (i.e. a single occupancy supplement of 50%); for reduced occupancy of a family suite (i.e. less than four people) the minimum charge shall be 125% of the charge if occupied by two adults. A baby accommodated for free shall not be counted for the purposes of computing occupancy (e.g. a single adult with a baby shall still be liable for the minimum charge in a double room and two adults with a baby shall still be liable for the minimum room charge in a family suite).

Optional Items and Services

We have many optional items and services available to enhance your stay that you may request at the time of booking and/or on arrival or during your stay with us, including, inter alia, travel-cots*, stair gates*, high chairs*, children's toys, game consoles, DVD/Blu Ray players, WIFI/internet access*, mini bar access, ironing equipment*, disability aids* etc. Items will be charged at the prevailing published price though many (marked above with an asterisk) are free. We will use reasonable endeavours to fulfil the demand for requests for such optional items and services on a "first come first served" basis however provision is subject to the exact portfolio of items and services from time to time and actual availability at the time of your stay.

Check-in and Registration

Normal check-in time is from 3pm to 6pm on your day of arrival and unless otherwise agreed in advance. The guest responsible for making the booking (or another adult guest, in which case they shall become the guest responsible for the booking) is required to register, confirming contact details. International visitors will be required to confirm passport details.

Payment upon Check-out

Normal check-out is by 11am on your morning of departure unless otherwise agreed in advance. Upon check-out we accept payment by supported debit cards, credit cards and cash Sterling (and in exceptional circumstances by bank transfer where the "faster payments service" is supported). Note that cheques have ceased being a guaranteed form of payment and are not accepted upon check-out.

Intermediate Payments

We reserve the right to request intermediate payment of an account especially for longer stays and for guests wishing to pay cash. Where cash is used as a payment method we reserve the right to request photo identification (passport or driving licence) and will expect bills to be settled in advance of the stay or on a rolling basis ahead of each night's accommodation.

Late Payments

Payment of any outstanding balance is due in full upon check-out (or in the case of a credit account in accordance with the credit terms agreed). In the event for whatever reason that payment is not settled when due we reserve the right to levy interest charges equal to the Lloyds TSB bank rate plus 8% per annum, pro rata for the period settlement is overdue.

Group Bookings

We accept group bookings and can accept for accounts to be settled by the guests in individual rooms or by the Group Leader making the booking. An adult guest is required to register at check-in for each individual room. Even if the bill is to be settled on a room by room basis the Group Leader shall remain jointly and severally liable with the guests in the individual room(s) for any unsettled account (including accommodation fees and all and any other fees and charges that may be levied under these terms and conditions) for rooms within the group booking.

Children

We welcome well-behaved children of all ages but require that they be kept appropriately supervised, remembering that many guests without children may not wish to be unduly disturbed and also to avoid preventable accident, injury or damage.

Pets

We regret that we do not accept pets. Guide dogs and Hearing dogs are welcome.

Disability and Accessibility

All of our rooms are on the ground floor (other than the upstairs part of family suites). We have widened doors on the Restaurant and one of our bedrooms to facilitate disabled (wheelchair) access and this bedroom also has a bathroom designed with accessibility in mind. Some disability aids are available upon request (and subject to availability) which include facilities to assist in the bathroom/toilet and a wheelchair. All disability aids are available free of charge (other than if the wheelchair is requested to be used outside the grounds of Chale Bay Farm for which a small rental charge applies). Our full Accessibility Statement is available on our website or in writing by request.

Stag and Hen parties

We regret that we do not accept multi-room bookings for all male or all female parties where we reasonably believe the purpose of the stay is in connection with a stag or hen party.

Third Party Activities

We will be very happy to recommend and help arrange activities through third parties in connection with your stay including assisting with the booking of ferries, taxis and leisure activities. No agency shall be implied and your contract shall be with the third party and subject to their terms and conditions. No liability can be accepted by us for any failure, accident, loss or injury howsoever sustained in connection with a third party activity.

Lost Property

If we find property left or lost after your stay we will use reasonable endeavours to contact you about it or if we are unable to identify the owner we will keep it in lost property for one month before disposing of it or donating it to charity. We can forward items subject to the costs of delivery and a £10 administration fee. We cannot accept responsibility for loss or damage in transit.

Complimentary Items

We supply complimentary items for the guest rooms, which may include items such as shower gel, shampoo, conditioner, soap, sewing kits, shower caps, etc. You may freely use complimentary items during your stay and take them home with you if you wish.

Courtesy Items

We supply courtesy items for the guest rooms. These include items such as beverage making equipment, hair dryers, audiovisual equipment and other optional items supplied during your stay and may also include items such as bathrobes. Such items are not complimentary and may not be taken away, even where they are supplied free of charge. We may keep a stock of certain courtesy items for sale or can recommend where to buy them.

Problem Resolution

If you have a problem during your stay, please let us know so that we can endeavour to resolve it as quickly as possible for you. Please do not attempt to rectify faults yourself, especially with regard to plumbing, electrical, TV tuning or other room devices.

Accidental Damage

In the event of accidental damage to Chale Bay Farm property, please bring it to our attention as soon as possible. This especially applies to spillages as with the correct approach to cleaning the impact can be minimised.

In-Room Telephone

Where a telephone is provided in a guest room you shall be liable for all charges incurred in its use. The telephone tariff is published in the in-room guest information materials.

Internet and WiFi Use

Where Internet and/or WiFi connectivity is provided, Guests may use it for the connection of their own computing equipment including laptops, smart phones and tablet computing devices. Guests shall not connect any router, switch nor access point, nor attempt to bridge one or more Chale Bay Farm network to another network. Guests shall not use the Internet and/or WiFi for any illegal purpose and shall not upload, download or stream any material that may be illegal within the UK or that might infringe another party's intellectual property rights. The WiFi password is confidential and changed regularly and available to guests on request. Guests shall not disclose the WiFi password. Guests may only plug into connections that are clearly marked for Guest access and must not attempt to plug their computing equipment into any network connections used by equipment provided by us. We have taken reasonable steps to ensure that the Internet and WiFi systems are secure but guests should make sure that their computing equipment is adequately protected by appropriate firewall and anti-virus software. No responsibility is accepted for any loss or damage incurred by the connection

of Guests' computing equipment to a CBF Network or WiFi connection. Free Access is limited to 100MB daily at up to 2Mbit download speeds. Power user vouchers available to unlock "unlimited" data and higher speeds - reasonable use limit of 2GB per day applies. Although designed to a high specification the performance of the WiFi/internet link is dependent on concurrent use by other Guests and external contention and not warranted for any particular purpose.

Car Parking

Chale Bay Farm has a substantial car park. Car parking is at the owner's risk and no responsibility is accepted for loss or damage to vehicles or their contents. No coaches, caravans or commercial vehicles are permitted other than by prior arrangement.

Supported Payment Cards

We presently support Visa, Maestro, Electron, Solo, Mastercard and American Express cards.

Prevailing Published Tariffs

This shall mean the Standard Tariffs and other costs for optional and occasional items as published in our official price list within the premises reception office, guest rooms and web site. Should a discrepancy exist between these different forms of publication the version on display in the reception office at Chale Bay Farm shall take precedence.

VAT

All prices on our web site and other information include VAT at the prevailing rate except for our business services which are quoted excluding VAT.

Cancellation Policy

In the event you need to cancel a confirmed booking for a stay, you will lose any deposit paid and we reserve the right to make the following charges:

- Cancellation more than 30 days ahead of the stay: no charge (other than loss of deposit)
- Cancellation 15-30 days ahead of the stay: 50% of the total charges that would have been due for your entire stay
- Cancellation 8-14 days ahead of the stay: 75% of the total charges that would have been due for your entire stay
- Cancellation 1-7 days ahead of the stay: 90% of the total charges that would have been due for your entire stay
- Cancellation on the day of arrival or in the event of non arrival: 100% of the total charges that would have been due for your entire stay.

You may wish to take out travel insurance to insure against such an eventuality.

Data Protection

You agree that we may keep information about you and your booking in electronic form on a computer and/or hard copy records. We will normally only ever use your data in connection with your booking. If you authorise us we will from time to time send you information and offers from Chale Bay Farm which may be of interest for future stays. We may also note your preferred method for communication, for example, email, post, text message (SMS) or telephone. We will not sell or make your data available to third parties. To opt out or to be removed from our database altogether you can write or email us with sufficient information for us to identify you in our database. We will only keep payment method details for the duration required to enable effective administration of each individual booking and stay, stored in encrypted form when kept on a computer system.

Safety Notice and Liability

Chale Bay Farm is set in very pleasant surroundings and generally a safe place to be. However, it is a rural environment and we require guests to exercise common sense and to supervise children appropriately for the environment. Our Health and Safety Statement for the premises is available for further advice and guidance. Notices or physical barriers shall not be deemed a required substitute for the application of common sense. Where using supplied equipment for babies, toddlers and children, such as high chairs, stair gates and children's toys, Parents/Guardians shall supervise the children appropriately at all times and be responsible for satisfying themselves that the equipment is suitable for the age range of the children, in a good state of repair and properly installed as applicable. We accept no liability for any accident, loss or injury howsoever caused.

Smoking

We have a totally no-smoking policy at Chale Bay Farm, which includes the guest bedrooms and all public areas including the car park. In the event that we have reasonable cause to believe that there has been smoking in a guest bedroom (which can include smell alone) we reserve the right to charge £100 deep cleaning and ventilation bill and in the event that in our reasonable opinion the room is not lettable as a result of smoking and pending deep cleaning we further reserve the right to charge all lost revenue to the guest responsible for

the booking for that room. We reserve the right to terminate the stay of any guest who we believe has smoked in a guest room immediately and without compensation.

Reasonable Standards of Behaviour

Guests shall not create a nuisance to other guests or neighbours through for example excessive noise, playing of loud music, offensive language, drunkenness, smoking where smoking is not permitted or other behaviour which a reasonable person might find offensive. We reserve the right to terminate the stay of any such guest immediately and without compensation.

Occupancy by Unregistered Persons

Rooms may only be occupied by the number of persons registered. This is important in case of the event of a fire. If we find a room to have been occupied by more than the number of persons registered we reserve the right to charge the guest responsible for the booking for the additional occupancy at the Prevailing Published Standard Tariff.

Miscellaneous Provisions

For the avoidance of doubt, the unavailability or malfunction of any complimentary item, courtesy item, optional item or service, including free items and services, shall not be grounds for a reduction in the tariff for accommodation. Daily Housekeeping is included within the room rate and bed linen changes are either every two days or every three days depending on duration of stay unless clearly dirty. Courtesy items as well as room soft furnishings fixtures and fittings remain our property and we reserve the right to charge for such items which are found to be missing at the end of a stay, and for more expensive items, especially electronic equipment, may deem their removal theft and involve the appropriate authorities. In the case of accidental damage we reserve the right to charge for the damage if we feel that it could reasonably have been avoided. For the avoidance of doubt we consider damage caused by children through lack of supervision, including for example drawing on walls, as avoidable. The guest responsible for the booking will be deemed liable if the person who caused the damage is unable to pay the charges. In the event we have reasonable cause to believe the damage was deliberate we reserve the right to terminate the guest's stay with immediate effect and without compensation as well as involving the appropriate authorities. By signifying your agreement to these Terms and Conditions you hereby grant us the right to use any payment information already held by us in connection with your stay in the recovery of any sums due as a result of any breach of these Terms & Conditions and warrant that you will not issue any chargeback request in respect of any sums so charged.

Law and Severability

This Agreement shall be governed by and construed in accordance with English law. If any provision of these Terms and Conditions shall be found by any court of competent jurisdiction to be invalid or unenforceable, such invalidity or unenforceability shall not affect the other provisions of these Terms and Conditions which shall remain in full force and effect

Version

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