



## **Terms & Conditions**

### **Contract**

These terms and conditions together with the tariff agreed with you for your stay in an apartment ("the Apartment") at Chale Bay Farm ("the Property") 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 with our Booking Partner) you are agreeing to be bound by these terms and conditions during your stay.

### **Accepting Bookings**

We accept bookings directly or through certain third parties such as Online Travel Agents whom we have authorised to be "Booking Partners". Where a Booking Partner displays information about our Apartments and the Property we will use reasonable endeavours to keep this information accurate and up to date. We accept no liability for information shown on web sites we have not authorised.

### **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.

### **Pricing, Deposit and Cancellation Policies**

Pricing, Deposit and Cancellation Policies are shown in Schedule A of these Terms & Conditions and describe the policies that apply in various circumstances and based on your method of booking. Specific Pricing, Deposit, Termination and Cancellation terms apply to Out-of-Season Longer Lets as defined in Schedule B.

### **Your General Obligations**

We hope you enjoy your stay. During your stay you have the following general obligations:

- To enjoy yourselves and stay safe, please read the "Staying Safe" (health and safety) section in the Apartment's Guest Information pack and particularly let children know about any aspects of the property they may not be used to at home.
- To keep the Apartment including its patio areas and any shared areas of the property you use clean and tidy and not let recycling and rubbish accumulate and remove it promptly to the rubbish and recycling bins as described in the Apartment's Guest Information pack.
- To treat the Apartment with respect and encourage any children also to do so and to report any damage promptly (see "Accidental Damage" elsewhere in these Terms & Conditions).
- To not hang washing outside (we are in an Area of Outstanding Natural Beauty (AONB) and are not allowed to hang washing outside). A washer/dryer is provided in the kitchen of our main Apartments (please note that for fire safety reasons it may only be operated while the Apartment is occupied and should not be left on while you go out or overnight).
- To respect the privacy of adjacent Apartments (noting that to leave views unobstructed and enable "joining up" when more than one Apartment is let there are few fences providing separation).
- To adhere to the "Reasonable Standard of Behaviour" elsewhere in these Terms & Conditions and not to play ball games, throwing games or kite flying other than in the Paddock or nearby recreation ground.
- To not enter the main field which is variously cultivated for agriculture and/or used for grazing of livestock (other than with prior authorisation by Us when it is lying fallow).
- To not fly any drone or aerial vehicle on the property without seeking prior approval from Us, and in the event such approval is granted to fly it only from the paddock in accordance with the CAA Drone Code and not to the irritation or annoyance of other guests. We reserve the right to request proof the operator and drone are licensed.

### **Optional Items and Services**

We have many optional items and services available to enhance your stay that you may request via our Booking Partner at the time of booking including, inter alia, travel-cots, stair gates, high chairs, disability aids etc. Items will be charged at the prevailing published price though many are complimentary and therefore not charged for. 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.

### **Children Welcome**

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. Note that we require an adult (18 or over) to be staying in an apartment where that apartment is occupied by any child aged 15 or under. This particularly applies to bookings where a party has booked more than one Apartment.

### **Pets**

We are sorry, but we do not accept pets. For the avoidance of doubt, we do not allow pets to be kept in cars overnight or otherwise kennelled outside, and nor do we allow pets to be present as "visitors". Service animals are accepted (though we require prior notice). We reserve the right to terminate the stay of any guest who we believe has allowed a pet into an Apartment immediately and without compensation for the loss of the remainder of their stay.

### **Disability and Accessibility**

All of our rooms are on the ground floor (other than the upstairs part of family suites). Some disability aids are available upon request (and subject to availability on a "first come first served" basis) which include facilities to assist in the bathroom/toilet. All disability aids are available free of charge. Our full Accessibility Statement is available on our website or in writing by request. If you have a disability that means you feel that you cannot be bound by any particular clause or clauses in these Terms & Conditions you should apply to us in advance of your booking in order for us to consider whether a reasonable adjustment is warranted and can be made.

### **Stag and Hen parties and parties in general**

We regret that we do not accept bookings where we reasonably believe the purpose of the stay is in connection with a stag or hen party or a party in general where it is reasonable to assume that there is an increased risk of accidental or negligent damage to the Property.

### **Lost Property**

If we find property left or lost after your stay we will use reasonable endeavours to keep it safe for a period of one month. Please contact us via the contact details on our website or the Booking Partner if you think you may have left something behind. Items unclaimed after one month are typically disposed of to charity shops if they may realise monetary value or otherwise thrown away.

### **Complimentary Items**

We supply some complimentary items for the guest apartments, which may include items such as beverages, condiments, shower gel, shampoo, conditioner, soap, toilet paper etc. You may freely use complimentary items. A complimentary item is something we make available at our expense and without charge to the guest in quantities we determine. This is different from it being "free". Because bookings are accepted on a self-catering basis, Complimentary Items are not restocked if they run out during your stay.

### **Complimentary Services**

The use of the Gym, Sauna, Video Library and Arcade machine are complimentary and their use is subject to additional terms posted in the Gym/Sauna.

### **Property Management Partner**

We manage the apartment and property directly ourselves as the first line of support for your stay, however we also engage a cleaning and maintenance company to manage things if we are not there or for maintenance that requires specific contractor skills and certifications, our "Property Management Partner". The telephone contact number of our Property Management Partner is shown in the Guest Information Pack within the Apartment.

### **Problem Resolution**

If you have a problem during your stay, please let us know directly or via our Property Management Partner 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. In the first instance

you should contact us if we are available and failing that our Property Management Partner using the contact details in the Guest Information Pack.

### **Accidental Damage**

It is far more helpful to us to report accidental damage so we can rectify it for you and in time for the next guests. In the event of accidental damage to Chale Bay Farm property, please bring it to the attention of us or our Property Management Partner as soon as possible. This especially applies to spillages as with the correct approach to cleaning the impact can be minimised. We reserve the right to charge for undeclared and especially concealed damage, including consequential loss in the event the apartment is not available or has to be discounted to compensate an incoming guest. In the first instance this will normally be deducted from any damage deposit arrangements directly with ourselves or the Booking Partner, but we reserve the right to seek full compensation should the damage deposit be exceeded.

### **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 periodically and available to guests normally through the guest information pack within the Property. Guests shall not disclose the WiFi password other than to fellow guests. 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. Guests may not connect any wireless device which re-broadcasts access to the network. 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. We reserve the right to block access from any device which in our reasonable opinion breaches these terms or is showing signs of having been compromised by a virus, worm or trojan. No responsibility is accepted for any loss or damage incurred by the connection of Guests' computing equipment to a CBF Network or WiFi connection. 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. We reserve the right to block devices we believe are operating in contravention of these Internet and WiFi terms of use.

### **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. Please park to the side of the car park away from the buildings (unless using an EV Charger). The path by Needles View is not built to support the weight of a vehicle and may not be used as a driveway.

### **EV and PHEV Charging**

EV and PHEV Charging is permitted using the public EV Chargers in return for payment at the prevailing rate. Access and payment is normally via the operator of the public network, Project EV. Details and current pricing are provided in the Guest Information materials in the apartment. Charging an EV or PHEV by any means other than the public EV chargers without prior agreement is strictly prohibited and will be detected by our computerised monitoring and charged at £5/kWh plus a £25 administration charge. For the avoidance of doubt the three pin 13 amp socket beneath one of the chargers is NOT a public charging point.

### **VAT**

All prices quoted to you in respect of your stay with us include VAT at the applicable rate for the nature of the stay and/or type of supply. In the event you require a VAT invoice for direct bookings you should notify us ideally at time of booking, and for bookings via a Booking Partner should in the first instance request one via them. In the event that the VAT rate changes between the time of booking and time of stay, we shall have no obligation to pass on a reduction in rate to the Guest and the VAT inclusive price may remain unchanged even though our VAT liability is reduced. Conversely if the VAT rate increases we shall have the right to pass on the increase to the Guest.

## **Data Protection, GDPR, CCTV and Cookies**

In making a booking, you agree that we may keep certain personal data about you and your booking securely in electronic form on a computer and/or hard copy notes. This will normally include the name of the person making the booking and the number and approximate ages of guests within the party. You also consent to this personal data being shared between us, our Booking partner and our Property Management Partner, and stored by Eviivo, the technology provider of our Booking Management System. We will only ever use your personal data in connection with your booking and managing your stay, for example to provide Optional Items correctly. We may also provide your personal data to law enforcement and emergency services where requested or it is otherwise reasonable to do so and reserve the right to share your personal data with our professional advisors, for example as part of a dispute resolution. We will not use your personal data for any other purposes unless we ask you separately and you agree, in which case we will keep a record of the purposes for which we have agreement.

CCTV is used in many public areas of the premises including the Gym/Games Room (but not the sauna) for the safety and security of our guests, staff, contractors and the Property. CCTV images are not normally reviewed other than periodically at random for the purpose of confirming the system is functional unless there is an incident that requires investigation. We reserve the right to pass CCTV images to law enforcement officers and also to use CCTV images in respect of civil matters such as to repudiate false liability claims. CCTV images are automatically deleted (recorded over) after a reasonable period. The exact period is dependent on usage and storage limits of each camera but typically 3 to 6 months.

Where you use our web site ([www.chalebayfarm.co.uk](http://www.chalebayfarm.co.uk)) you will normally be presented with a cookie opt-in option. We use web site cookies solely for generic traffic monitoring and anonymous traffic analytics. In the event you choose to provide information via our Guest Feedback pages or post a review on a Booking Partner or publicly visible service we reserve the right to display this feedback within our online Guest Book and to select your feedback to be displayed on the home page. Should you wish to have a prior guest book entry removed please contact us via our web site's contact form supplying enough information to identify and remove the guest book entry.

We are registered with the Information Commissioner's Office.

## **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 on request for further advice and guidance. A version of the Health and Safety Statement is also provided in the Guest Information within the Property. 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 and stair gates, 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.

## **No-Smoking Policy**

We have a totally no-smoking policy at Chale Bay Farm, which includes the guest bedrooms, bathrooms, guest living areas of the Apartments, patios and all indoor and outdoor public areas including the car park. You also may not smoke in the car park entrance way nor grass verges immediately either side of the entrance as this is also our property. Smoking of e-cigarettes is similarly prohibited. In the event that we have reasonable cause to believe that there has been smoking in a guest Apartment (which can include smell alone) we shall charge a minimum of £250 to compensate us for the management and cleaning and ventilation. In the first instance this will be deducted from any damage deposit or charged to any card used to secure the booking. In the event that in our reasonable opinion the Apartment is not lettable (or the Apartment is rejected by the next guest) 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 Apartment. Note that in our experience it can take from four to seven days to return an Apartment that has been smoked in back to lettable status (even more if the cigarette ends have been disposed of via a sink, basin or bath waste), so guests breaching this policy should expect charges of several hundred pounds in total. We reserve the right to terminate the stay of any guest who we believe has smoked in an Apartment immediately and without compensation for the loss of the remainder of their stay. In the event that disregarding the non-smoking policy activates a smoke sensor causing the main fire alarm to go off, you shall be liable for all resultant consequential costs.

### **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, and anything which in our reasonable opinion might be incompatible with our obligations as a responsible business. We reserve the right to terminate the stay of any such guest immediately and without compensation for the loss of the remainder of their stay. We request that any guest who has been materially offended by the actions of another guest to bring it to our attention directly or via the Booking Partner as early as possible rather than leave it until the end of the stay in order that the matter can be addressed appropriately if required. This clause applies regardless of whether other guests or non-residents are present and regardless of whether or not a complaint has been made.

### **Occupancy by Unregistered Persons**

Apartments may only be occupied by the number of persons registered on the booking and notified to us directly or via the Booking Partner. This is particularly important in case of the event of a fire. If we find an Apartment 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 and/or for the excess guests to leave the Property.

### **Exclusive Occupancy**

In the event that an arrangement for exclusive occupancy of the Property is made (or that you book all the apartments for the same period via a Booking Partner) then unless specifically agreed in advance in writing this shall not entitle you to any additional rights other than that we shall not let the Apartments not required by your party to other guests. No provision of these Terms and Conditions shall be waived unless agreed specifically in writing and for the avoidance of doubt this especially applies to terms and conditions relating to the accommodation of persons not registered, accommodation of children under 16, No-Smoking Policy and Reasonable Standards of Behaviour.

### **Representation of Information about Chale Bay Farm by Us**

We shall use reasonable endeavours to provide current and accurate information on our web site and in response to telephone and email enquiries. All such information including pricing information is provided "E&OE" and we reserve the right to offer corrected information and pricing at the time of confirming a booking if a genuine error has been made. Specifically where an Apartment or room within an Apartment is described as having a "sea view", you accept this is a view towards the sea, the quality of which may be adversely affected by weather conditions including for example mist, fog, sea fog, drizzle, snow and low overcast. Where the quality of any view is negatively affected by weather this shall not be grounds for a reduction in rate or compensation.

### **Representation of Information about Chale Bay Farm by Third Parties**

From time to time third parties may represent information about Chale Bay Farm on the Internet and in print. The only approved method of booking our accommodation is directly or via our authorised Booking Partner(s). Where we do not have a current commercial arrangement with a third party we may have no control over the representation of the information and shall have no liability whatsoever for information about Chale Bay Farm made available through that party or decisions made based on it. Where we have a current commercial relationship with a third party such as a Booking Partner we shall use reasonable endeavours to supply them with accurate information about Chale Bay Farm, though we may have limited direct control of the way the information is presented and they may sometimes edit or abridge information for space or editorial reasons, or we may have to provide the information to fit into a restrictive template. Our Terms & Conditions and any specific offer terms shall always take precedence over any terms or offer or representation made by any third party in the case of any discrepancy and we shall not be bound to honour any price, deal or offer other than in accordance with our Booking Partner's terms for that price, deal or offer. It is common practice for online booking agencies to offer incentives such as "nothing to pay now" and "free cancellation" without reference to us, and many such phrases relate to the fact that you do not have to pay THEM anything and that THEY will not charge you for a cancellation. Online travel agencies may also imply that your reservation with us is "guaranteed" or "confirmed"; your reservation is only "guaranteed" or "confirmed" when we have received and accepted a formal notification of it via a Booking Partner (or when we have confirmed it to you in the case of a direct booking).

### **Misrepresentation by You**

Sadly, there is a growing trend for some guests to misrepresent the nature of their booking, especially where such guests are booking via online web sites. This includes misrepresentation by omission. This often takes the form of misrepresenting the ages of children or the number in the party. If you are unable to book online for the correct number of people in your party the chances are that is because the Apartment cannot accommodate that number of people or supplements apply. In such cases you should contact us directly or the relevant Booking Partner in advance of making the booking to see if we can accommodate you – it is insufficient to add extra guests to any online booking notes. In the event it comes to light that you have misrepresented any element of your booking with us or a Booking Partner we reserve the right to cancel your booking with no compensation for loss of stay, even if that misrepresentation only comes to light after you have arrived.

### **Miscellaneous Provisions**

For the avoidance of doubt, the unavailability or malfunction of any complimentary item, complimentary service, courtesy item, optional item or service, including free items and services, shall not be grounds for a reduction in the tariff due. The Apartments are provided on a self-catering basis and daily housekeeping is NOT included within the Apartment rate and bed linen changes are only between each stay. Unless you have contracted separately for housekeeping services (should such a service be offered via a Booking Partner or Property Management Partner for example) you are responsible for the day to day cleaning and any laundry during your stay, and you are required to leave the Apartment clean and tidy at the end of your stay. Courtesy items as well as soft furnishings fixtures and fittings remain our property and we reserve the right to charge for such items which are found to be missing or damaged 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, and especially if we discover undeclared damage after a stay. For the avoidance of doubt we consider damage caused by children through lack of supervision, including for example drawing on walls and picking threads in soft furnishings, staining of fabrics, towels, bedspreads and soft furnishings through careless use of hair dye or takeaway food consumption 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 first instance these charges will be taken from any damage deposit held or any card used to secure the booking, though we reserve the right to seek further compensation should any predetermined deposit allowance be exceeded. 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 if applicable.

### **Housing Act 1988**

Under these Terms & Conditions a licence is granted by us to the Guest for the purposes of holiday accommodation, as defined in schedule 1, paragraph 9 of the Housing Act 1988 and is not intended to create a relationship of Landlord and Tenant between the parties. The Guest shall not be entitled to a tenancy, or to an assured shorthold or assured tenancy, or to any statutory protection under the Housing Act 1988 or to any other statutory security of tenure now or when the Holiday ends. If the Guest or any member of the Guest's party fails to vacate the Property after their stay we shall be entitled, apart from other remedies, to charge the Guest a fee proportionate to the fee payable during their stay (or the prevailing published seasonal rate if higher) for the continued period of occupation.

### **Force Majeure**

In the event we are prevented from performing our obligations under this contract due to circumstances outside of our control including but not limited to fire, flood, explosion, earthquake, subsidence, landslip, coastal erosion, tidal wave, war, hostilities, acts or threats of terrorism, riot, vandalism, disease, pandemic or local epidemic or breach of these Terms & Conditions by a previous guest our maximum liability to you shall be limited to the repayment of any sums already received from you in connection with your stay for any untaken part of your stay. In the event you are staying with us at the time a force majeure event occurs, you shall still be liable to us for any unbilled charges that have been reasonably accrued prior to the force majeure event including payment for days already stayed.

### **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. Any failure by us in the provision of any single part of the services contracted shall not be deemed grounds for failure of the whole contract.

### **Version**

These Terms and Conditions are version V35\_20230626 effective 26<sup>th</sup> June 2023

## Schedule A - Pricing, Deposit and Cancellation Policies

### **Pricing, Bookings, Booking Confirmation and Cancellations for Bookings made via a Booking Partner or other third party**

Our Booking Partners are authorised to dynamically manage pricing and take bookings on our behalf and set their own terms in respect of booking or service fees, deposit and cancellation policies. They are also authorised to offer other services including cancellation protection schemes at their discretion. For the avoidance of doubt where you have booked through a Booking Partner in respect of any aspect of the booking process and payment process, including cancellation you should in the first instance contact that Booking Partner, as well for any additional services they may have offered to you directly. Your contract with us is for all aspects for the stay itself. In respect of all terms & conditions other than Deposit and Cancellation Terms in the case of any discrepancy between the Booking Partner's Terms & Conditions and our Terms & Conditions, our Terms and Conditions shall apply.

### **Deposit Terms for Direct Bookings**

To confirm a booking made directly with ourselves rather than via a third party we may require payment of a deposit. For bookings other than Non-Refundable Bookings (in which case the whole amount for the stay is payable in advance) or for bookings subject to special deal terms our standard deposit terms apply: For direct bookings this is normally 50% of the total for the stay (with the balance payable two weeks ahead of the stay). Certain Deals and promotions may require a different percentage or arrangement which will be specified in the terms applicable to that deal. The booking will be secured and confirmed when cleared funds have arrived in our account. The deposit is used to secure the booking and no part of it is usually refundable. You may wish to take out travel insurance to insure against its loss.

### **Non-Refundable Bookings**

Some Tariffs, normally in connection with a special offer or through a specific sales channel such as certain Booking Partners, are Non-Refundable. In this case the entire amount for the stay is payable in advance upon the booking being confirmed and is totally non-refundable. You may wish to take out travel insurance to insure against your possible need to cancel.

### **Standard Cancellation Policy for Direct Bookings**

In confirming a booking made directly with us you have contracted to buy services from us from a specific date and for a specific period of days. In the event you need to cancel a confirmed booking for a stay, for bookings other than Non-Refundable Bookings or bookings with special terms we shall make the following charges:

- Cancellation more than 15 days ahead of the stay: no cancellation charge (though the deposit used to secure the booking will not be refunded other than provided for by the Loss Mitigation clause below)
- Cancellation 15 days or less ahead of the stay or in the event of non-arrival: a cancellation charge equal to 100% of the total charges that would have been due for your entire stay.

In the event that you are a "no show" by 10pm (without prior notification of a late arrival) on the scheduled date of arrival we shall have the right to cancel the remainder of your stay. In this instance the cancellation charges above shall still apply. In case of cancelling only part of a stay the above charges will apply to the cancelled part of the stay and additionally if as a result of a partial cancellation the stay no longer qualifies for any special offer, deal or promotion, we shall have the right to adjust the price of the remaining part of the stay accordingly. Where a Booking is Non-Refundable you are liable for the entire cost of your stay regardless of whether you cancel or modify your booking at any time. You may wish to take out travel insurance to insure against your possible need to cancel.

### **Loss Mitigation and Right to Retain Deposits and Cancellation Fees**

We will use fair and practical application of our rights to retain Deposits and Cancellation fees, in that we shall use them to mitigate potential loss. If you cancel we shall therefore use reasonable endeavours to attempt to resell the apartment and if we are successful we shall repay any retained Deposit and Cancellation fees less any reasonable costs associated with the administration of the original booking, effort to resell the rooms including reasonable costs of administration, remarketing, re-advertising, discounts, and if multiple bookings replace the original, the overheads of restocking complimentary items, laundry turnaround and extra cleaning.

This clause shall not apply to non-refundable bookings or a booking where a discount has been made available in return for acceptance that the Deposit portion is non-refundable and/or a booking is made via a Booking Partner or third party where that Booking Partner or third party has retained control of the deposit and/or cancellation fees.

**Price Promotions and Loyalty Schemes**

Membership of the Loyalty Scheme and inclusion in price promotions is at our sole discretion and we reserve the right to not extend this benefit to any previous guest (or withdraw it) at any time without notice or reason. The Scheme as a whole may be withdrawn or suspended at any time entirely at our discretion. The discount scheme is applicable to the full "rack rate" of our Standard, Non-refundable or Flexible rate cards, but may not normally be applied in addition to any other discount scheme in force, including ad hoc last minute stay discounting or future term earlybird offers. Membership of the Loyalty Scheme is in return for consent to be able to email you from time to time about promotions. We do not share this information with any third party



## Schedule B – Out-of-Season Longer Lets

During the low season (End of Winter Half Term to start of Easter School Holidays), we are able to offer “Out-of-Season Longer Lets” of up to 155 days (approximately five and a half months). Out-of-Season Longer Lets are conducted under full main Terms and Conditions, with some additional specific terms as follows:

The following terms apply to Out-of-Season Longer Lets and where applicable supersede or reinforce applicable terms in the main body of this Contract:

- The Minimum contractual stay term to qualify as an “Out-of-season Longer Let” is 28 days, to be terminated on a date agreed or on a rolling weekly basis thereafter. After this minimum stay term either party may terminate the stay by giving one week’s notice.
- The Maximum stay term is 155 days or as further limited by the start of the holiday season (usually the start of the Easter school holidays).
- The Apartment Rate to be payable on a weekly basis shall be agreed in writing between Us and the Guest ahead of the stay and may depend on the apartment to be occupied and other factors including the number of occupants. We will typically charge a higher rate in the first four weeks of occupancy. In the absence of a fee being agreed in writing a weekly Apartment Rate of £499 shall apply.
- We require the apartment to be kept and left clean and tidy during and after the stay. Nevertheless, an end of stay Cleaning Fee applies as a deep clean is required at the end of longer stays. This rate is £249 for full self-catering apartments and £99 for our stand-alone ensuite double room unless agreed otherwise in writing.
- The Apartment Rate unless otherwise agreed in writing shall include the provision of the accommodation, initial supply of laundry (bedding and towels) and items normally complimentary in our holiday lets as well as provision of heating, electricity, water and broadband access via WiFi. Unless otherwise agreed in writing it shall not include restocking of laundry or complementary items or cleaning during the stay, though such services may be available as a chargeable option.
- In the event of significant rises to utility costs (gas, electricity, water or broadband access), we reserve the right to levy a reasonable daily supplement in order to cover our costs and ensure that the stay remains viable for us to accommodate.
- We accept out-of-season longer let bookings subject to a payment of a non-refundable Booking Deposit equal to the weekly Apartment Rate plus the Cleaning Fee. By paying the Booking Deposit the Guest is agreeing to abide by our normal holiday apartment Terms and Conditions and these additional terms governing Out-of-season Longer Lets. The Booking Deposit will become payable once terms and Commencement Date and Termination Date or anticipated length for the stay have been mutually agreed between the parties.
- Upon the start of the stay the weekly rate element from the Booking Deposit is used to cover the first week’s stay, and the balance for the next three weeks’ Apartment rate shall become due. After the first four weeks each subsequent week’s stay is payable in advance. The cleaning fee element is used at the end of the stay. We require all payments for out-of-season longer lets including the Booking Deposit to be made by bank transfer/standing order.
- Additionally we reserve the right to require a Damage Deposit (typically £400-£800 depending on apartment) secured by Debit or Credit Card, or paid by bank transfer. The Damage Deposit and card securing it may be used to cover anything which in our sole opinion is not reasonable wear and tear and may also be used to secure any unpaid element of the stay in case of default by the Guest. The Damage Deposit is due on or before the first day of occupation by the Guest.
- If the Guest does not commence the stay and pay the Damage Deposit within 7 days of the Commencement Date we shall have the right to cancel the stay or at our sole discretion mutually agree a new Commencement Date. In the case of cancellation the Booking Deposit will be forfeited.
- Due to the nature of longer lets we do not have the usual opportunity to regularly check and maintain items in the property and so any failure of any household device or item or feature of the property shall not be grounds for a reduction or refund of the Apartment Rate. Guests are required to notify us promptly of any such failure that they become aware of. We shall use reasonable endeavours to rectify any such failure after it is brought to our attention.
- You may not use any part of the apartment for storage of furniture or other bulky items, nor items that could damage, leak, dirty or otherwise contaminate the property, nor furnish or refurnish the property (save for minor items such as office chair if working from home, any such items to be agreed with us in advance). You may not affix any picture, poster, ornament or other item to any wall by any means whatsoever.

- For the avoidance of doubt this is an out-of-season "longer let" of a holiday property and the main contract clause **Housing Act 1988** continues to apply and Schedule B does not convey any tenancy rights to the Guest. It is therefore prohibited to register Chale Bay Farm as your address with any government, statutory, council or financial body or to use it as a business address, even temporarily. We will accept and pass on mail sent to you "care of Chale Bay Farm" during your stay, however we reserve the right to shred or return to sender any mail sent to you at the property after your stay has ended.
- Notwithstanding the mutual right for either party to terminate the stay by giving one week's notice as above, We may summarily terminate the stay of any Guest who breaches a clause of our normal holiday apartment Terms and Conditions that provides for summary termination, notable examples being breach of our No Smoking Policy or the Reasonable Standards of Behaviour clauses, and for avoidance of doubt we may enter the apartment at any time (though in normal circumstances will give polite notice). We also reserve the right to summarily terminate a stay for non-payment of the Apartment Rate as it becomes due.