



## **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.

### **Booking Partner**

We accept bookings directly or through third parties 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.

### **Property Management Partner**

Apartment preparation and management of any problem during your stay is carried out by Mermaid Cleaning Services and Mermaid Property Management, our "Property Management Partner". The telephone contact number of our Property Management Partner is shown in the Guest Information Pack within the Apartment.

### **Pricing, Bookings, Booking Confirmation and Cancellations**

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 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 as described in our Booking Partner's Terms & Conditions as modified or clarified by these our Terms & Conditions. In the case of any discrepancy between the Booking Partner's Terms & Conditions and our Terms & Conditions, our Terms and Conditions shall apply.

### **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" section in the Guest Information pack and particularly let children know about any risks they may not be used to.
- 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 must 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 cultivated for agriculture.
- To not fly any drone or aerial vehicle without seeking prior approval, 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.

### **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 and where that apartment has a separate front door. 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.

### **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) 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 detail 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.

### **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, or failing that any relevant Booking Partner's Customer Care.

### **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. Free Access is limited to a "reasonable use" limit of 2GB per device per 24 hour period. 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 and specifically no liability is accepted for any loss due to being cut off through exceeding the free allowance. 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.

## **VAT**

All prices quoted to you in respect of your stay with us include VAT at the standard rate of 20%. 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.

## **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. 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 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. Smoking of e-cigarettes is prohibited in guest bedrooms, bathrooms and all indoor public areas. 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 £100 to compensate us for the management and cleaning and ventilation. In the first instance this will be deducted from any damage deposit. 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 to lettable status, 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. 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 loss.

### **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 business premises. We reserve the right to terminate the stay of any such guest immediately and without compensation. 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 to 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 agreed 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 our 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 confirmed it to us via our Booking Partner.

### **Misrepresentation by You**

Sadly, there is a growing trend for guests to misrepresent the nature of their booking, especially where 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 online 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 the online booking notes. In the event it comes to light that you have misrepresented any element of your booking with us or our 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, 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, 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 the Holiday we shall be entitled, apart from other remedies, to charge the Guest a fee proportionate to the Holiday 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 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 V21\_20181220 effective 20<sup>th</sup> December 2018