

The Shippon Terms & Conditions

(See page 9 for hot tub disclaimer)

Please note the term 'owners' includes their nominated representatives

Reservation of property: after reserving your property, you will receive a confirmation of reservation, normally by email, and a request for payment and completion of a booking form. You can also make payment at the time of booking.

Payment & confirmation of booking: a deposit of 30% of the total tariff (non refundable under any circumstance), per property booked, is required to secure the reservation. When the deposit payment (or full payment, see below) is received and the completed booking form details processed, your booking will be confirmed by an emailed receipt of payment. If we do not receive your deposit within the required timescale, we reserve the right to put the property back on general availability. The balance of payment is due 8 weeks prior to your arrival date. We do not send a reminder. If payment is not received by the required time, we reserve the right to release the property, without refund of any payment previously made. If you cancel after that period, see 'cancellation' below. When a booking is made within 8 or less weeks to arrival, full payment is due at the time of the booking. General information about your stay at The Shippon is sent out on receipt of final (or full) payment.

In the case of software failure for rate propagation between our chosen PMS and our website, we reserve the right to cancel online bookings which have been offered into the marketplace out of line with our current pricing strategy.

PLEASE NOTE: we reserve the right to charge for the full cost of any breakages or damage caused to the property, its contents and to the leisure facilities here during your stay. In this situation, you hereby authorize us to debit these costs from your £600 damages deposit in respect of this. If the cost is greater than this, we will separately seek the balance of these costs.

Prices: are inclusive of VAT, at the current rate, and include bed linen, towels (not cot linen or pool/beach towels), cots, high chairs, BBQs, logs on your first day of your stay and use of all our published facilities. Prices do not include electricity which will be

charged for per unit used during your stay. This will be payable at the end of your stay. Any outstanding electricity costs after departure you hereby agree to be deducted from your damages deposit.

Cancellation: should you cancel your holiday less than 16 weeks (112 days or less) of the start date of your holiday, your balance of payment remains payable.

We strongly recommend you arrange holiday cancellation insurance to cover any such eventuality. Any liability arising from the cancellation of your holiday by the owners, for whatever reason, is strictly limited to the total sum paid to us by you. No other payment or compensation will be offered. If for any reason you find that you have to curtail your stay whilst with us, we are unable to offer a refund of payment.

Cancellation by us

1. If our performance is hindered or prevented by a Force Majeure Event (please see definition below), we may, at our sole discretion, offer you:
2. alternative holiday dates, within the calendar year of your booking; or
3. such other remedy as we consider appropriate with regard to the circumstances.

In this contract, a Force Majeure Event means any of the following circumstances which may hinder or prevent the 1d. performance of the contract, including but not limited to:

4. acts of God, flood, drought, earthquake or other natural disasters;
5. epidemic or pandemic;
6. terrorist attack, civil war, civil commotion or riots, war, threat of or preparation for war, armed conflict, imposition of sanctions, embargo, or breaking off of diplomatic relations;
7. nuclear, chemical or biological contamination or sonic boom;
8. any law or any action taken by a government or public authority, including without limitation imposing a restriction, prohibition, or failing to grant a necessary licence or consent;

9. collapse of buildings, fire, explosion or accident;
10. any labour or trade dispute, strikes, industrial action or lockouts;
11. non-performance by suppliers or subcontractors; and
12. interruption or failure of utility service.

Arrival & departure: all bookings are from 4 pm onwards on the day of arrival with departure no later than 10 am on the last day of your stay.

Housekeeping: your property will have been cleaned and the beds made up ready for your arrival. If you are staying for 14 nights, at the start of your second week, our housekeeping team will require entry to your cottage, usually around late morning, to change the bed linen and towels, clean the bathrooms, and vacuum clean throughout. This is not a full clean and personal possessions will not be moved in the course of cleaning. We hold a set of housekeeping keys, so you do not need to leave doors unlocked.

Hirer's responsibility: the hirer, in completing the booking form, is responsible for payment of the holiday, confirms that he/she is over eighteen years of age and authorised to agree to the terms and conditions on behalf of all members of the party and to ensure that everyone in the party abides by these. On arrival at The Shippon, the hirer should acquaint him or herself, and the other members of the party, with the supplementary health, safety and general information provided in the guest information folder in the property.

Guests are requested to respect the peace and safety of everyone on site. All reasonable care must be taken of the property, grounds and facilities and they should be left in the same state and condition as they were on arrival. This includes leaving the property clean and tidy at the end of the stay, with all rubbish removed and placed in the communal waste bins. The owners reserve the right to charge you if additional cleaning/maintenance of your property is required, over and above what would be considered reasonable at the end of a stay here. You hereby authorise us to debit up to £100 from your damages deposit in this respect.

Liability: Devon Holiday Cottages Ltd, its employees and representatives shall not be liable to you or your party for loss or damage to property howsoever arising. You must take all necessary steps to safeguard yourselves and your property.

The owners reserve the right to enter your property for inspection if they consider that the terms and conditions of hire may not/are not being adhered to, and also for the purposes of maintenance and housekeeping.

Smoking: is not permitted in any part of the Shippon building, associated buildings or around the hot tub area. All smoking debris must be disposed of in the fire buckets provided. Failure to do so will result in additional charges to your damages deposit of up to £100.

Drones and fireworks: Neither is allowed without our express written permission. We have livestock on our fields and our neighbours have livestock on theirs. Permission would not be unreasonably withheld.

Pets: We only allow dogs to stay, and only when have they been booked in and paid for. (£40 per dog, per stay/per cottage entered). A maximum of two dogs are allowed per booking during your stay in the Shippon. In order to maintain our cottages for everyone to enjoy, it is necessary that guests bringing dog(s) agree to these conditions. Please see additional Terms and Conditions for guests bringing their dogs.

Occupancy & use: use of the property booked, the grounds and facilities is restricted solely to those named a resident on the booking form. Under no circumstances must occupancy exceed the maximum number of people as stated for your property (20 for the Shippon). Sleeping in makeshift beds (air-beds, camp beds etc), tents or cars anywhere on site is not permitted. The owners, at their discretion, reserve the right to refuse or revoke, without refund, any booking or terminate occupancy if you do not respect these terms and conditions of hire.

The owners are legally required to know who is on the premises at any time. If you wish to invite friends or family to visit during your stay, you must notify this on your booking form. In exceptional circumstances, visitors may be arranged later, but only in prior consultation with the owners. Under no circumstances must visitors arrive on site without prior and reasonable notification. At peak times, visitors' car parking may be

restricted, as we have limited facilities on site, and resident guests take priority. There is no overnight parking for non-residents.

The Shippon - Terms & Conditions of Hire

Please note that whilst occasional day guests/visitors are welcome, we do not consider it reasonable for non-resident visitors/guests to visit you at Shippon most or every day of your stay.

To comply with our insurance terms and to preserve the exclusivity and quality of facilities for paying, resident guests, day visitors/non-resident guests are not permitted to use the leisure facilities at The Shippon. You are responsible for ensuring that everyone in your party, as well as your guests, are aware of this.

Safety: all facilities, leisure areas, and grounds here are unsupervised and unattended. Use is entirely at your own risk. Please read the more detailed safety information on these facilities – this can be found in the guest information in your property, on arrival. It is the parent or guardian's responsibility to supervise the safety and conduct of children at all times whilst on site. We do not accept any responsibility resulting from failure to do this. Do not leave children unattended whilst using, or in the vicinity of, the hot tubs, outdoor play areas or indoor games room. When using the hot tubs, all children under the age of 16 must be attended by an adult. Please wear suitable tennis/sports shoes at all times on the tennis court, to protect the court surface. Do not use any of the leisure facilities when closed for maintenance. Take care in wet weather, or after heavy morning dews, as the grounds, children's play area and decking can become slippery. Any accidents on site must be reported to the owners immediately after they have occurred.

Fire safety: when using the open fire, log burners, or barbeques, ensure that the fire is safely out when you leave the property and/or go to bed. Please use a fireguard where appropriate. Never leave a fire unattended.

Eco-Awareness: please turn off all the lights whenever leaving the property and ensure that nothing is left unnecessarily on stand-by mode. Turn off fully all taps and showers after use, especially after use by younger children. Please respect the countryside and local wildlife, and do not leave any litter behind.

Facilities for babies: the Shippon is equipped with 2 travel cots, 2 high chairs. Stair gates are fitted to most, but not all staircases, please check if necessary. There is some cutlery/crockery suitable for use by young children.

Breakages & damage: at the earliest opportunity, we ask that you notify us of any breakages or damage, and if anything in the property or leisure facilities are not functioning as you would expect. This gives us time to try and repair or replace the items for the rest of your stay, and to ensure that everything is in good order for the next set of guests. We reserve the right to charge for breakages or damage. Please do not replace any broken or damaged items yourself, without prior consultation with the owners.

Forgotten/lost property: if we find any personal belongings left behind we will hold onto these for 14 days. If not claimed after this time, the property will be disposed of. If you request the return of your property within this timescale we will post it back to you. You will be charged the postage for returning any left property. If these items are exceptionally heavy or bulky, we may ask you to make your own arrangements for the collection of such items. We do not accept responsibility for the safety or safe transit of any items that we return. We return property using the standard (unrecorded) Royal Mail delivery service.

Complaints: we hope that you enjoy your holiday with us. However, if you do have a complaint about any aspect of your stay at The Shippon this must be raised with the managers as soon as possible and before the end of your stay at The Shippon, so that we can try to resolve the matter for you, where reasonable, and time permits. In the event that you are unable to locate anyone in person, please telephone us on 07725440914 and leave a full message, including your contact number, on the answer machine. We will not consider retrospective complaints.

Data: Devon Holiday Cottages Ltd (DHC) are committed to ensuring that your privacy is protected. We will not share your information with a third party, but may email you from time to time with "The Shippon News and Offers". Should we ask you to provide certain information by which you can be identified when using the website or during telephone conversations, you can be assured that it will only be used in accordance with our privacy statement. We may update this from time to time, please check our Privacy Policy to ensure that you are happy with any changes. This policy is effective from 01/05/2020.

Special Offers: DHC will from time to time offer "special offers" This will be via email/social media or through our distribution channels. The offers will only be for the period set and can not be applied to bookings or provisional bookings that have already been made. The guest will need to book online and apply the voucher code that is detailed in the offer. DHC reserves the right to remove the offer at any time.

If you have any worries or concerns please do not hesitate to contact us on 07725440914.

We take every reasonable precaution to ensure that our website, general information and provision of facilities are accurate and as stated. Please check with Devon Holiday Cottages when making your booking if there are any details or facilities particularly important to you, including suitability of access for the elderly or infirm. The owners cannot be held liable should there be any changes or alterations that result in the unavailability of facilities here, for whatever reason, including routine or exceptional maintenance. Nor can we be held liable for accidents to guests or loss or damage to their belongings or cars.

Additional Terms and Condition for guests bringing their dog(s).

- 1: On arrival Your dog(s) must be kept on the lead while you get your bearings and get to know the site and where the walks are. There is a field in front of the Shippon where you can let them off to stretch their legs. Occasionally there are sheep kept in this field, please ensure that your dogs do not worry or chase the livestock in any way.
- 2: Dogs must not chase any livestock or wildlife anywhere on walks through the countryside during your stay at the Shippon.
- 3: Dogs are not allowed in the bedrooms, or on the sofas in the upstairs lounge. We provide stair gates in the Shippon which will help control where the dog(s) can wander. We will levy an extra cleaning charge if they have been on the beds or on the white sofas.
- 4: To avoid yellow patches on the lawn in front of the Shippon please do not let your dogs use this as their toilet. We provide them with access to the field in front of the house so as to avoid this happening.
- 5: Your dog(s) must not be left alone with free run of the property.

6: We regret that dogs that bark continuously are not allowed at The Shippon.

7: When you bring a muddy dog back from a walk, please clean them off using the outside tap and the canine towels provided. On no account use the white/grey towels provided for human use.

8: Poop patrol! When you take your dogs for a walk, please pick up after your dog(s) including in our fields, as these are open to all guests. Please dispose of poops in the outside bin, whatever the weather. We provide free poo-bags so please use them. And remember to take bags with you to the beach and on walks.

9: If you have a puppy please take extra care. They will chew the furniture or soft furnishings. Maintaining our grading is key to our business and we can't always repair things, it has to be replaced, at your expense.

10: You must obey the Countryside Code and keep your dog(s) under close control at all times for their own safety as well as for the benefit of other dog owners and livestock.

11: Please thoroughly clean the cottage, including dog hair from rugs, before you leave; if properties require additional cleaning we will have to charge a £50 fee to cover the cost.

12: There are lovely dog walks down to the River Dart and in either direction. Please make sure you close any gates behind you. We will provide you with a guide to a variety of walks in the local area.

The hot tubs have been included in your rental. By agreeing to the terms and conditions you also agree to abide by the following rules and conditions of use of the hot tubs.

HOT TUB DISCLAIMER.

The Hot tubs should be a pleasurable and relaxing experience. However for your safety and enjoyment there are strict rules and guidelines that must be adhered to when using the Hot tubs. This is an important health and safety legal requirement for Hot tubs used in a commercial environment.

The signatory is responsible for making sure that all members of their party, and their guests, are aware of, and strictly adhere to the guidelines. Please note that a member of staff may visit once a day (dependant on usage) to check the water balance and quality. Water balance/chemicals will be adjusted as necessary. This procedure is a safety requirement for Hot tubs in holiday lets and ensures that the chemical balance of the water remains continuously safe for your enjoyment throughout your stay.

Please ensure that all guests use extreme caution when entering and exiting the hot tub decked area. Guests must *only* enter and exit the hot tubs via the gritted pathway. The decking can get very slippery especially in cold/icy conditions. There is a motion sensor floodlight that must be kept on at all times to ensure satisfactory illumination of the pathways.

It is vital that the pool is kept clean for your own safety. Failure to do so results in the water balance changing which seriously diminishes the effectiveness of the sanitising chemicals. This in turn can lead to nasty microbiological bacteria multiplying rapidly causing a number of serious hazards to user's health.

Please do take a shower and use the toilet prior to entering the tub.

Do not submerge your head under the water, do not drink the water, or allow the water to enter your mouth.

Failure to maintain a clean pool may result may result in the need to drain down, sanitise, and re-fill. Guests should be aware that failure to maintain a clean pool could result in a deduction from their security deposit to pay for the drain down and cleaning of the hot tubs. Approximately 24 hours plus will then be required to return the tub to a comfortable temperature.

Please report any illnesses following Hot tub usage to the management team immediately. This is extremely important if pneumonia-like symptoms are experienced.

It is very important that the Hot tub is NEVER switched off at the mains switch (even if you are not using it). There may be an extra charge deducted from your cautionary deposit if the tub is switched off during your stay. This can cause permanent damage to the controls particularly in cold weather which will need to be deducted from your deposit.

Chemical Sanitising Dispenser- before anyone enters the tub please remove the plastic sanitising dispenser that will be floating in the tubs. Please remember to replace the dispenser to the tub when you exit, and close the hot tub covers.

Risk to children – Extreme caution must be exercised to prevent unauthorised access by under age children. The hot tub covers must remain closed at all times unless a responsible adult is present.

No children under 4 years old are permitted in the tubs, as they cannot regulate their body temperatures suitably. All children under 16 using the hot tub must be supervised by a responsible adult at all times. Instruct your children to shower and visit the toilet prior to use of the tubs and inform them to keep their heads out of the water (especially mouth and ears).

Remind everyone that wet surfaces can be very slippery. **Make sure everyone takes care entering and leaving the tubs and use the gritted pathways provided.**

Under no circumstances remove the operating panel on the tubs.

- Do not remove any fittings located in the filter compartment
- Do not jump into the hot tubs.
- People with infectious diseases should not use the tubs.
- Keep all loose articles of clothing or hanging jewellery away from jets and other moving components.
- Do not stand on the tub cover.
- The use of drugs, alcohol or medication before or during tubs use, may lead to a danger of drowning.
- Persons using medication should consult their doctor before using the tubs. Some medications may cause drowsiness, do not use the tubs if your medication induces drowsiness, affects your heart rate, blood pressure or circulation.
- Pregnant women, persons suffering from obesity, heart disease, low or high blood pressure, circulatory problems, or diabetes should consult a doctor before using the tubs.

- Prolonged immersion in hot water can result in hyperthermia – a dangerous condition that occurs when the internal body temperature exceeds 37 degrees centigrade. Symptoms include, unawareness of impending hazard, failure to perceive heat, failure to recognise the need to exit the tubs, unconsciousness resulting in a danger of drowning.
- Do not use the tubs immediately after strenuous exercise.
- Test the water with your hand before entering the tubs to make sure it is comfortable.
- Use the lock cover when the tubs are not in use (whether full or empty)
- Always shower before use, **perfumes, hair products, fake tan** can contaminate the water, and you may be charged for this.
- Do not drag the vinyl cover using the cover straps, always use the handles.
- Do not attempt to open the electrical box.
- Do not use any glassware or crockery in the tubs. If glassware is broken this will result in the hot tubs being drained, cleaned and re filled, for which there will be a charge. A wide selection of plastic glasses and crockery is provided for you.
- Do not allow any pets in the tubs.
- Do not use detergent or soaps of any kind in the tubs.
- Do not drink the water.
- The tubs are very deep; do not allow anyone to sleep in it.
- Please treat the tubs as they are your own as maintenance is very expensive.
- Any damage to the cover or tubs will be charged for. (Covers can not be repaired and replacement cost is £600 inc VAT per cover)
- Please be aware that the hot tubs must not be used after 10pm as this may cause a nuisance to neighbours.
- **Only use the gritted pathway to enter and exit the hot tubs.**

By reading and agreeing to the properties general terms and conditions you also agree to abide by the terms of use of the Hot tubs.