

# The Shippon Terms & Conditions

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. All bookings are provisional until a confirmation of availability email has been sent and the 30% booking deposit has been received by Devon Holiday Cottages Ltd.

**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 of new bookings made between 1st of May 2020 and 1st August 2020 for arrival before August 1st 2020

To help you plan and book with confidence during the uncertain weeks as we start to come out of lockdown, we are able to offer special bookings terms for your new holiday booking. For any new holiday booked from 18th April for arrival before 1st August, you can book your holiday with the standard 30% deposit and balance 8 weeks before arrival. In the sole event that, due to Covid-19 lockdown restrictions still being in place you are unable to get here, or we are unable to be open to provide your holiday, we guarantee to refund all monies paid. This applies solely to cancellation due to Covid-19 lockdown and all other cancellation terms below apply.

## Cancellation of new bookings made after 6th June 2020 for arrival from 1st August 2020

All new bookings for arrival after August 1st 2020 are protected for cancellation by The Shippon Master Cancel programme.

- Cancel your booking, without giving a reason, between 60 and 2 days prior to arrival for a full refund of your accommodation costs
- No forms to fill in, no doctor's notes or any evidence required
- Simply notify us by email of your cancellation and you will be reimbursed within 7 days of the arrival date of your original booking
- If you cancel your booking more than 60 days prior to arrival you will forfeit your 30% deposit paid for the stay in the Shippon.
- If you cancel less than two days prior to arrival you will forfeit the full amount paid to Devon Holiday Cottages Limited for your stay in the Shippon.

Claims resulting from either of these two items are not covered:

- Nuclear radiation or radioactive contamination.
- War & terrorism.

## General cancellation terms that apply to all bookings

Should you cancel your holiday more than 60 days prior to the start date of your holiday or less than 2 days prior to 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 of bookings made before 6th June 2020

We must be notified immediately by phone and also by email of any cancellation. We will endeavour to re-let the house. If we are able to re-let your booking, we will refund to you the final letting price (which may be less than you paid) less a small administrative charge. If we are unable to re-let the booker is legally responsible for the balance in full and there will be no refund under any circumstances.

### Cancellation Insurance

For bookings for holidays booked before 6th June 2020, we strongly recommend cancellation insurance is taken out.

### **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.