

TERMS & CONDITIONS

1. Booking Contract

1.1 When you submit a booking via our online reservation system you will receive an automatically generated booking summary by email to the email address you provide in the booking form. This does not form a contract between us. A contract shall only arise when we have received your Deposit and have confirmed your booking by email (the **Contract**).

1.2 The Contract for the provision by us of your short-term holiday rental accommodation (the **Cottage**) for the dates of your booking (the **Stay**) will be between the Managers of the Shippon - (Devon Holiday Cottages Ltd) (**we or us**) and the person making the booking (**you**) under the following booking conditions. These booking conditions shall apply to and form part of the Contract and the Contract shall be governed by English law. These terms and conditions do not affect your statutory rights.

1.3 You must be at least 18 years of age at the time of making the booking. At the time of booking or when otherwise requested by us, you must provide a list of the names and approximate ages of all adults, children and infants that will be staying in the Cottage. You are entitled to change members of your booking party prior to arrival provided that you do not exceed the maximum occupancy of the cottage (or the reduced occupancy agreed at the time of booking if lower); however where you have previously provided details of the booking party to us, we will need you to provide details of any such changes.

You are responsible for ensuring that all members of your booking party comply with the Terms of Use (as set out below), however, the Contract for the provision of accommodation is between us and you (as the person making the booking).

2. Bookings, the Deposit and Payment

2.1 Bookings can be made by using our website, by email and by telephone. Upon acceptance of your booking you are required to pay a deposit of 30% of the cost of the Stay (the **Deposit**). The Deposit forms part of the payment for your Stay and will only be refundable in the circumstances set out in Clause 3.

2.2 Upon receipt of the Deposit we will confirm and send you a summary of your booking.

2.3 The balance will be due no later than 60 days from the start of your Stay. We will send you a payment reminder.

2.4 Full payment is due at the time of booking if your booking is made within 60 days of the start of your Stay.

2.5 We are entitled to cancel a Stay where payment has not been received when due. We will send you more than one reminder and do our best to contact you by telephone and email before any such cancellation. If we cancel in such circumstances, we will attempt to re-let the Cottage. If we are able to re-let the Cottage you may be entitled to a refund or your liability to us may be reduced (in the same way as envisaged by Clause 3.3).

2.6 Once you have a confirmed booking your ability to cancel and receive a return of any monies paid by you is set out in Clause 3 below.

2.7 Once a booking is confirmed the dates of your Stay are not transferable other than by us in the limited circumstances contemplated by Clause 3.5(b) below following a Force Majeure Event. If you are unable to make use of your booking, you may transfer your booking to a third party with our consent which we will not withhold unreasonably.

2.8 It is your responsibility to ensure that you have adequate insurance in place to cover any loss or damage that you may suffer as a result of any cancellation of your Stay. We strongly recommend that you consider taking out such insurance immediately following your booking being confirmed.

3. CANCELLATION

3.1 Cancellation by you

If you need or wish to cancel your booking, you need to confirm your intention to cancel in writing to us as soon as possible. It is important that you notify us as soon as possible should you wish to cancel, as this will give us a chance to re-let the Cottage.

3.2 Cancellation by you more than 60 days prior to the first day of your Stay

If you notify us of your wish to cancel more than 60 days before the first day of your Stay, you will not be liable to pay the balance.

Where we are able to re-let the Cottage for all or part of the period of your Stay, you will be entitled to the return of all or part of the Deposit, less in all cases an administration

fee (the **Booking Fee**) of 5% of your total booking value to cover our administration costs and third party costs related to the cancellation and rebooking (such costs include our admin costs, bank fees, accounting fees and agent's fees or commission payments).

The amount we refund to you under this Clause will depend on the final letting price that we receive for the new booking (which may be less than you have paid or agreed to pay).

If we are unable to re-let the Cottage for the dates of your Stay you will not be entitled to the return of any of the Deposit including the Booking Fee.

Examples (Cancellation by you more than 60 days prior to the first day of your booking):

i. If you book a stay costing £2000 and wish to cancel having paid a £500 deposit, and notify us more than 60 days prior to the start of the Stay, and we are able to re-let the cottage for £2000, you will be refunded £400 of your £500 deposit.

ii. If you book a stay costing £2000 and wish to cancel having paid a £500 deposit, and notify us more than 60 days prior to the start of the stay, and we are not able to re-let the cottage you will be refunded £0.

iii. If you book a stay costing £2000 and wish to cancel having paid a £500 deposit, and notify us more than 60 days prior to the start of the stay, and we are only able to re-let the cottage for £1900 you will be refunded £300 of your £500 deposit.

3.3 Cancellation by you less than 60 days prior to the first day of your booking

If you notify us of your wish to cancel less than 60 days before the first day of your Stay, you will be liable to pay the balance (if you have not already paid it). Where we are able to re-let the Cottage for all or part of the period of your Stay, you will be entitled to the return of all or part of the cost of your Stay, less in all cases a Booking Fee of 5% of your booking value to cover our costs and third party costs related to the cancellation and rebooking (such costs include our admin costs, bank fees, accounting fees and agent's fees or commission payments).

The amount we refund to you under this clause will depend on the final letting price that we receive for the new booking (which may be less than you have paid or agreed to pay).

If we are unable to re-let the Cottage for the dates of your Stay you will only be entitled to a nominal refund to cover the costs that we do not otherwise have to expend relating to your stay (laundry costs, cleaning costs and welcome pack costs). The exact amount will depend on the particular cottage booked, but is unlikely to be more than £200).

Examples (Cancellation by you less than 60 days prior to the first day of your booking):

These examples ignore the security deposit which will be returned in full.

i. If you book a stay costing £2000 and wish to cancel having paid the full cost of your Stay, and notify us less than 60 days prior to the start of the stay, and we are able to re-let the cottage for £2000, you will be refunded £1900 of your £2000 payment.

ii. If you book a stay costing £2000 and wish to cancel having paid the full cost of your Stay, and notify us less than 60 days prior to the start of the Stay, and we are not able to re-let the cottage, you will be refunded a nominal amount equal to the expected cost of cleaning, laundry and welcome pack (unlikely to be more than £200) to the extent that we have not had to incur such costs in relation to your booking.

iii. If you book a stay costing £2000 and wish to cancel having paid the full cost of your Stay, and notify us less than 60 days to the start of the stay, and we are only able to re-let the cottage for £1900 you will be refunded £1800.

3.4 Your inability to travel

Your inability (or the inability of any, some or all of your intended occupants) to travel to and stay at your Cottage for any reason (including but not limited to, illness, requirement or recommendation to self-isolate or quarantine, jury duty, incarceration, change in personal or work circumstances, family emergencies and travel delays) remains at your risk and does not give rise to a right to cancel or to receive a refund other than under the terms of this Clause 3.

COVID-19 related local lockdowns affecting you as the lead booking party are subject to separate arrangements which are set out in Clause 3.5.

3.5 Cancellation by you due to a COVID-19 / Coronavirus local lockdown

We acknowledge that COVID-19 / Coronavirus related local lockdowns are circumstances beyond your control for which travel insurance does not appear to be easily available. We have therefore agreed to share the risk of you not being able to travel for these very specific local lockdown circumstances.

If you are unable to travel because travel outside of the area where you (the booking lead) live is not permitted (e.g. as at December 2020, you live in an area in Tier 3 or Tier 4 of the Coronavirus Tiers and are expected to remain in such Tiers for the period of your Stay), then you may cancel your booking by providing written notice to us. Provided that the restriction continues for the period of your Stay, you shall be entitled to a refund equal to the cost of your Stay.

If you cancel your booking in accordance with this Clause 3.5 and the relevant rules / guidance are later eased or amended so that you are able to travel for the dates of your Stay and we have not yet re-let the Cottage, we will reinstate your booking allowing you to continue with your Stay. If you do not wish to have your Stay reinstated then the cancellation and any refund shall be dealt with in accordance with Clauses 3.1-3.4.

Where part of your Stay is impacted by such a restriction, any entitlement to a refund shall be adjusted proportionally to reflect the period that you otherwise may have been able to utilise for your Stay.

If you do not notify us as soon as possible after you become aware that a local lockdown will likely prevent you from travelling, we reserve the right to reduce the amount returned to you, to a lesser amount as the failure to notify us is likely to have an impact on our ability to re-let the Cottage (or the costs we expend in respect of the Stay such as cleaning, laundry and welcome packs). You should not assume that because we have your address at the time of booking, that we are able to track the circumstances of your locality and any restrictions that may or may not apply to you. We ask you to work with us on this, because we all miss out when we are unable to re-let the Cottage.

Examples (Cancellation request due to a local lockdown where we are able to remain open):

These examples ignore the security deposit which will be returned in full.

i. If you book a stay costing £2000 and two weeks prior to the stay the booking lead is pronounced subject to a local lockdown and notifies us of the same at that time and the

lockdown continues for the period of the Stay and we are not able to re-let the cottage, you will be refunded £2000 of your £2000 payment.

ii. If you book a stay costing £2000 and two weeks prior to the stay the booking lead is pronounced subject to a local lockdown, and notifies us of the same at that time and we are able to re-let the cottage for £1700, you will be refunded £2000 of your £2000 payment.

iii. If you book a stay costing £2000 and two weeks prior to the stay the booking lead is pronounced subject to a local lockdown, and notifies us of the same at that time (as it is likely to continue for the period of the stay) but thereafter the restriction is lifted one day prior to the Stay and we have not yet re-let the Cottage, the Stay will be reinstated and you will be entitled to use the Cottage. If at that time you decide that you do not wish to use the Cottage (and we are unable to re-let it), you will otherwise not be entitled to any refund (other than any nominal amounts equal to costs that we do not have to incur –such as laundry / cleaning / welcome packs – to the extent that they have not been expended.

ALL REFUNDS WILL BE PROCESSED ON THE FIRST BOOKED DAY OF YOUR BOOKED HOLIDAY.

3.6 Cancellation by us

If our performance is hindered or prevented by a Force Majeure Event (please see definition below), we may, at our sole discretion, offer you:

(a) a full or partial refund; or

(b) alternative dates; or

(c) such other remedy as we consider appropriate (acting reasonably) with regard to the circumstances.

For the purposes of this Contract, **Force Majeure Event** means any of the following circumstances which may hinder or prevent the performance by us of the Contract, including but not limited to: (a) acts of God, flood, drought, earthquake or other natural disaster; (b) epidemic or pandemic; (c) 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; (d) nuclear, chemical or biological contamination or sonic boom; (e) 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; (f) collapse of buildings, fire, explosion or accident; (g) any labour or trade dispute, strikes, industrial action or lockouts; (h) non-performance by suppliers or contractors; and (i) interruption or failure of utility service.

3.7 We reserve the right to refuse to hand over the Cottage to (or to allow the continued occupation by) any person who in our reasonable opinion is not in a suitable state to take charge of it.

3.8 We reserve the right to require any guest to leave the Cottage and the site where, in our reasonable opinion, the guest fails to observe the Terms of Use or otherwise poses a threat to our safety or the safety or enjoyment of other guests or causes damage to property or danger to others.

3.9 In the circumstances described in 3.7 and 3.8, no refunds shall be given unless we are able to re-let the cottage and having done so have fully recovered any costs associated with the relevant circumstances.

TERMS OF USE

4 ARRIVAL & DEPARTURE

4.1 We cannot accommodate early arrival or late departures as we need this time to perform maintenance and cleaning to the cottages and the site as a whole.

4.2 You may access the property from 4pm on the day of arrival. If you are likely to arrive after 7pm please let us know and we will let you know how to access your cottage in the event that we are unable to greet you in person.

4.3 You must vacate your Cottage by no later than 10am on your day of departure.

5 PLEASE SPEAK TO US

5.1 It is our mission to ensure you have an enjoyable stay (we know how much we look forward to our holidays and are sure that you are no different). So if you have any problem or cause for complaint, we ask that you contact us as soon as possible to give us the best chance to resolve it. We value your custom and want you to enjoy your stay. We live closeby, and will do our best to resolve any issues as soon as we can.

5.2 If you notice that something is broken or not working properly please tell us even if it is not causing you a problem or discomfort as we want to ensure things are as good as they can be for all guests.

6 CARE OF THE PROPERTY and SECURITY DEPOSIT

6.1 Prior to your arrival you will be asked to pay a security deposit. We ask that you look after the Cottage and its contents as if it were your own home and hand it back to us in the same condition as it was at the start of your Stay. If you mistreat your cottage or its contents (or fail to comply with other obligations giving rise to costs incurred by us) you are required to cover the cost of any resulting damage and this may be deducted from your security deposit. The security deposit is principally to cover repairs or replacements as a result of damage and breakages and/or extra cleaning costs – for example where the Cottage has not been returned to us in accordance with the departure cleaning requirements. If you lose a key we will replace it and deduct this cost from your security deposit.

6.2 We appreciate that accidents can happen and we take a pragmatic and sensible approach to damage and breakages – we would not charge you for the odd broken mug or glass, but please do inform us of any breakages or damage so that we can put it right. However, for example if you decide dye your hair and the product used discolours tiles / fittings; if you apply tanning products and this spills on and discolours the furnishings; or if you leave pots and pans unwashed or with burnt on food residue then we will need to deduct the cost of putting things right.

6.3 The security deposit will be refunded to the credit/debit card from which payment was made (or back to your bank account) usually within 10 working days of your departure (subject to any deductions made).

7 CLEANING

7.1 On departure, please leave the Cottage as you found it, in a clean and tidy condition. Please ensure that you have washed and dried up (or loaded the dishwasher and started the cycle), removed rubbish from the cottages and put it in relevant bins and recycling facilities, and ensure that ovens and barbeques are clean and free from grease. Please return any furniture or other items that you have moved back to where they were at arrival.

8 USE OF THE PROPERTY

8.1 The cottages are for holiday use only and must not be used for any other purpose. Your Stay does not give rise to any tenancy or the relationship of landlord and tenant between the parties.

8.2 Your booking will provide for a maximum number of persons (including children and infants) who may occupy the Cottage. This will either be agreed with you at the time of booking, or otherwise will be the capacity of the cottage as stated on the website. In exceptional circumstances, we may be able to accommodate an additional person in certain rooms – however this may be subject to a supplemental fee. The identity of anyone staying at the Cottage must be disclosed to us prior to their arrival (if they are not mentioned on the booking form). We reserve the right to refuse admittance or require you to leave if this condition is not observed.

8.3 If you wish to invite additional visitors to visit you in your cottage during your Stay, please ask us. We will try to accommodate this but we need to comply with the maximum site occupancy limit. Such visitors will not be permitted to use any of the site facilities which are for booked guests only.

8.4 You must not use the Cottage or the site for any illegal, dangerous, offensive, noxious or noisy activities or behave in a way that may be a nuisance or annoyance to us, other guests or our neighbours. The Shippon is a peaceful location and we ask that you respect that and our neighbours right to a peaceful valley. As such, the playing of music, singing or other excessive noise that can be heard outside of your cottage after 9pm is not permitted.

8.5 Smoking is not allowed in the main Cottage or any other buildings on the site. Smoking on the grounds should be away from the buildings, play areas, and animals and will be tolerated provided that all cigarette ends are disposed of properly. Vaping is permitted outside (other than at the children's play area).

8.6 We permit guests to bring a maximum of two dogs per group, there is an additional fee to be paid per dog per stay and all dogs must be disclosed and paid for at time of booking. Please see Clause 12 below for additional terms and conditions for guests who bring dogs.

8.7 Your use of the property does not entitle you to charge an electric vehicle or appliance other than personal electronic devices. If you have particular charging requirements, please get in touch before your Stay and we can discuss this.

8.8 We retain the reasonable right of entry to the Cottage at all reasonable times for purposes of inspection or to carry out any necessary repairs or maintenance. We will do our best to minimise disruption to you if we need to enter the Cottage during your Stay.

8.9 If you wish to engage any third party to perform any service (including by way of example private catering, beauty therapy, childminding or entertainment services) at the site or the Cottage you must obtain our written permission. Such permission should be requested in advance of your stay with details of the entity you intend to use to perform the service, the service to be performed and details of their public and employer's liability insurance. Consent will only be given where we and our insurers are happy that the appropriate risks have been covered. The use of fireworks and candles are not permitted in any circumstances either inside the Cottage or in any outside areas.

8.10 Any recommendation of a supplier made by us will be based on our genuine belief or experience or feedback received by us from other guests or local contacts. A recommendation by us of a supplier does not relieve you of the requirement to obtain our written permission as set out above.

8.11 We will not accept liability for the services provided (or failure to provide such services) by any third party supplier or business used by you in the course of your Stay (regardless of whether they are recommended or referred by us). This will not apply where we have been negligent or dishonest in this regard.

9 SUPERVISION

9.1 There must be at least one capable and responsible adult over the age of 18 in every Cottage.

9.2 You are responsible for the physical supervision of all members of your party under the age of 18 at all times. This is particularly important in all children's play areas, near to animals, whilst using the indoor play area, the tennis court and in and around the hot tubs – where specific supervision and age restrictions apply (please see our hot tubs terms of use for more details).

9.3 Parties not supervising their children responsibly may be asked to put appropriate arrangements in place or to leave the relevant facility.

10 LIABILITY

10.1 You must take all necessary steps to safeguard yourselves and your property.

10.2 We, our employees, contractors and representatives shall not be liable to you or your party for loss or damage to property.

10.3 We, our employees, contractors and representatives shall not be liable to you or your party for accidents or injuries to you and your party, either within the property or outside unless demonstrably caused by our negligence or wilful misconduct or that of those for whom we are legally responsible.

10.4 We shall not be liable to you for the failure or non-availability of any particular facility in the Cottage or at the site although in all cases we will seek to rectify any such failure as soon as is reasonably practicable.

11 HOT TUB SAFETY

The safety of our guests is paramount. The hot tubs are there for your enjoyment but we require you to observe the Hot Tubs Rules which will be made available to you in your Welcome Pack (sent by email to you prior to arrival) and are displayed on the notice board in the Cottage kitchen in relation to its use. If you or members of your party fail to observe these regulations during your stay we reserve the right to close this facility or restrict your access to it.

12 TERMS AND CONDITIONS REGARDING DOGS

12.1 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 Cottage 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.

12.2 Dogs must not chase any livestock or wildlife anywhere on walks through the countryside during your stay at the Cottage.

12.3 Dogs are not allowed in the bedrooms, or on the sofas in the kitchen and the upstairs lounge. We provide stair gates in the Cottage 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 sofas.

12.4 To avoid yellow patches on the lawn in front of the Cottage 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.

12.5 Your dog(s) must not be left alone with free run of the Cottage.

12.6 We regret that dogs that bark continuously are not allowed at the Cottage.

12.7 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.

12.8 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.

12.9 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.

12.10 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.

12.11 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.

12.12 There are lovely dog walks down to the River Dart and in either direction. Please make sure you close any gates behind you.