

## Terms & Conditions

When booking with us, you are entering an agreement the terms of which are set out below. Therefore, please read the terms before making a booking with us to ensure you are entirely happy and wish to proceed to book with us.

In these terms and conditions “you” or “your” means the person named in the booking confirmation. “We” or “us” or “our” means Bolehill Farm Holiday Cottages, Bakewell, Derbyshire, DE45 1QW. “Accommodation” means a holiday cottage.

### 1. Booking & Payment

- 1.1 We reserve the right to accept or decline bookings entirely at our discretion.
- 1.2 All bookings are confirmed when you receive your booking confirmation from us with a booking reference and you have paid the deposit in clear funds. Your booking confirmation will specify the Accommodation you have booked, the dates of your booking, the maximum number of guests allowed in the Accommodation, the total amount payable for your booking and when your remaining balances are payable. We'll issue you with your booking confirmation by email or, if requested, by post.
- 1.3 We provide an 'Access Statement' on the Accommodation's website which outlines any accessibility issues in respect of each cottage. It is a requirement that all guests read this thoroughly prior to booking. If guests have any queries regarding access, then they should contact us directly prior to booking.
- 1.4 You, as the person making the booking must provide all requested details of your party and you will be responsible for all members of your party. You must be at least 18 years old at the time of booking. Children under the age of 18 must be accompanied by an adult.
- 1.5 Please ensure the details on the booking confirmation are correct and advise us immediately if there are any errors.
- 1.6 We reserve the right to notify you within 24 hours if we are unable to accept your booking and will return your deposit/balance in full if this occurs yet this is the extent of our liability to you.
- 1.7 We provide a 24 hour grace / 'cooling off' period for you to cancel your booking. This grace period of 24 hours commences from initial payment of your deposit or full balance payment (whichever is applicable at the time of your booking with us). If you cancel within this grace period, any monies you have paid to us will be refunded, less a £75 administration fee. After this grace period, standard cancellation terms apply as detailed onwards in section 3 of this document.
- 1.8 To secure your booking a deposit of 25% of the overall fee is payable at the time of the booking. The balance is payable eight weeks before the start of your holiday and we will notify you when this balance is due. We reserve the right to cancel the booking

if full payment has not been received by this date. If this happens you will be subject to the cancellation charges set out in the cancellation section of these terms and conditions.

In the event that we decline a booking, the amount paid for the booking will be refunded to you.

- 1.9 If booking within eight weeks of arrival, the whole cost of the Accommodation is payable on booking.
- 1.10 Bookings of multiple cottages must not be made without our express permission - we reserve the right to terminate the booking without refund if a group booking of multiple cottages has been made without our express permission.
- 1.11 Group bookings: For group bookings (the booking of more than one cottage), a deposit of 40% is required to secure the booking. The balance is payable eight weeks before the start of your holiday.
- 1.12 If you wish to make a group booking (i.e. the booking of multiple cottages), you must call or send us an email in order for us to discuss your requirements so that we can ensure we can accept your booking and your requirements.
- 1.13 The person making the group booking is deemed the responsible person for the booking.
- 1.14 Names for all guests are required to be provided by the person making the group booking.
- 1.15 The maximum site capacity is 27 people for a whole site booking with a maximum seated capacity of 24 people within our Group Dining Room.
- 1.16 A security deposit of up £500 may be required for group / whole site bookings to cover any unforeseen breakages or issues caused as a result of the stay – we will advise you what deposit is payable at the time of booking, if applicable. If requested, it is payable at the same time as the final balance of the Accommodation. We ask that the site is left as you found it and anything that is not (damage to furniture, carpets, equipment, confetti/litter on ground etc) will be deducted from this amount. The security deposit will be fully refunded at the end of stay if there are no breakages or issues to deduct. Alternately, if there is a deduction to be made which is less than the security deposit, you will receive the security deposit less the deduction.
- 1.17 Group bookings should not be made for more than 14 people without our express permission in writing - we reserve the right to terminate the booking without refund if you have more guests than originally booked for.
- 1.18 Subject to availability the group dining area will be included at no extra cost for a whole site booking only. Please note the group dining area may not be available in emergency situations outside our control if, for example, kitchen equipment such as an oven needs repairing yet we will do our utmost to make it available for your use.

- 1.19 Subject to availability the group dining area is charged at a rate of £75 per stay for a small group booking of less than 14 people (i.e. a group booking that is not a whole site booking). The booking of the group dining area will only be valid when you have received a booking confirmation which states that the area has been booked. Please note the group dining area may become unavailable at any time if, for example, kitchen equipment such as an oven needs repairing in which case, if a booking fee of £75 has been paid for the group dining area, it will be refunded.
- 1.20 Do not use confetti or any party decorations on-site that may litter the ground and/or damage any of the furnishings in the Accommodation. This applies to all bookings.

## **2. Pricing**

- 2.1 For the most up to date pricing information please check our website or call us on 01629 812359 or email [stay@bolehillfarm.co.uk](mailto:stay@bolehillfarm.co.uk). We will confirm the price of your Accommodation at the time you make your booking and in your booking confirmation.
- 2.2 All prices given by telephone or on our website include VAT. If the VAT rates change, we reserve the right to change our prices accordingly. VAT invoices can be provided on request.

## **3. Cancellation of Booking**

- 3.1 After our booking confirmation is issued to you, our agreement with you is a legal contract. All cancellations must be confirmed by you by telephone, email or letter and cancellations will only be valid once we have also responded in writing confirming your cancellation.
- 3.2 *If "We" cancel your booking:*
- 3.2.1 We would only cancel your accommodation if it became necessary to perform or complete essential remedial or refurbishment works or if your Accommodation was unavailable for reasons beyond our control. Where possible, we would offer alternative accommodation to you yet it is your choice as to whether this is acceptable. Therefore, if we cannot provide the Accommodation booked, or we are closed for any reason and so are unable to offer our service to you, then you are welcome to choose between:
- (a) a full refund of all monies paid for the cancelled stay;
  - (b) a credit of the total value of your cancelled booking which can be used for a future stay with us.
- 3.2.2 If we do need to change or cancel your booking for a reason set out in paragraph 3.2.1 our liability would not extend beyond the price paid of your cancelled stay.

- 3.2.3 It is highly recommended that you obtain appropriate and comprehensive travel insurance for all members of your group. This should ideally cover illness, extreme weather events, travel and injuries during your stay.
- 3.3 *If “You cancel your booking with full balance paid (within eight weeks before your arrival) after your initial 24 grace period as detailed in paragraph 1.7:*
- 3.3.1 Your contract with us is a contract for the provision of leisure Accommodation on a specific date or dates and this means that you do not have a statutory right to change your mind and cancel the contract. Nevertheless, you may cancel your contract subject to the remainder of this paragraph 3.3 and paragraph 3.4.
- 3.3.2 If you wish to cancel a confirmed booking you must let us know by email ([stay@bolehillfarm.co.uk](mailto:stay@bolehillfarm.co.uk)) or in writing (Bolehill Farm Cottages, Bakewell, Derbyshire, DE45 1QW) or by telephone (01629 812359) as soon as possible quoting your booking reference and, in any event, prior to the first day of your booking. Your booking will be cancelled with effect from when we issue a confirmation of cancellation in writing to you.
- 3.3.3 If, after cancellation, we obtain a replacement booking, we will refund the resold nights less the difference in price if applicable and an administration fee of £75. Our liability to you will not extend beyond the price paid by you of your cancellation stay less the £75 administration fee.
- 3.3.4 If you terminate your booking after the booking start date, we will not issue you any refund for any remaining nights of your booking even if you cancel your booking for any reason outside of your reasonable control, including without limitation, inclement weather or illness.
- 3.4 *If “You cancel your booking with only Deposit Paid:*
- 3.4.1 If, after cancellation, we obtain a replacement booking for a price the same as or in excess of the deposit paid by you, we will refund the deposit less an administration fee of £75. Once we have confirmed in writing that your booking has been cancelled, you are no longer liable for the remainder of the balance of your booking. Our liability to you will not extend beyond the deposit paid by you of your cancellation stay less the £75 administration fee.

#### **4. Changes to your Booking**

- 4.1 If you want to change any detail of your confirmed booking you must let us know by telephone, by email or in writing as soon as possible, quoting your booking reference.
- 4.2 Although we will use reasonable endeavours to accommodate requests for changes, we do not guarantee that we will be able to comply any request for changes, particularly if it materially changes the original booking. Any reduction in the number of nights will be treated as a partial cancellation and cancellation charges calculated in accordance with paragraph 3.3 and 3.4 will apply.

- 4.3 If we are able to change your booking, we reserve the right to charge an administration fee of £75 to cover the costs we incur and our time in making the change to your booking. If you are staying longer than your original booking you must also pay us any additional Accommodation costs due as a result of the change – we'll confirm the amount of any additional Accommodation costs due at the time we change your booking. If your Accommodation costs are lower as a result of the change, we'll refund you the difference at the time we change your booking, after deducting the £75 referred to above and, any cancellation charges which may apply.

## **5. Arrival**

Your Accommodation will be available from 4pm on the day of arrival. We will send you instructions on how to access your Accommodation near to your arrival date. You must not access the site before 4pm on the day of arrival.

## **6. Departure**

- 6.1 Please vacate the Accommodation by 9.30am on the day of departure, as we will require Accommodation access from this time. We reserve the right to enter all areas Accommodation or other areas from 9.30am on the date of your departure.
- 6.2 We will return any items of clothing or belongings left behind on request and following receipt of full payment for the postage required and an additional £10 handling and packaging charge.
- 6.3 We do not accept any liability for any items left behind following your departure and any left behind clothing or belongings or other items not claimed within 24 hours of departure will be disposed of.

## **7. Transfer of Booking**

Bookings are only valid for those named at the time of booking and are not transferrable or resaleable, unless we authorise this in writing.

## **8. Party Size**

- 8.1 Guests must not exceed the maximum number of people for which we supply beds/bed linen (including babies and small children). Each Accommodation on our website states the maximum number of guests to stay over in any one cottage. You must not bring camp beds or mattresses to your Accommodation or allow campervans, caravans or tents at your Accommodation. We set maximum occupancy limits, in line with the size of the Accommodation, the facilities available and to ensure regulatory insurance health and safety and regarding requirements are complied with. We reserve the right to refuse or cancel any booking that in our opinion, may be unsuitable for the Accommodation concerned. Please make sure that the

Accommodation you book meets your requirements – if in any doubt, please contact us to discuss your requirements prior to booking.

- 8.2 We do not permit guests to invite visitors on to our site without written permission from us – this includes site facilities (e.g. games room) which are strictly reserved for our paying guests. Any visitors we permit access to must familiarise themselves with our health and safety protocol detailed within the cottage Welcome Guide. We reserve the right to terminate the stay of any guest if these conditions are not complied with.
- 8.3 When our larger cottages (which sleep 4/5/6) are offered at a reduced price for two guests only, the cottage can only be used by two people for the duration of the stay. Any additional guests wishing to stay for one or more night (either booked in advance or at the time of the visit), must be charged at the full rate for the cottage and the discount applicable to the original booking will no longer apply. We reserve the right to retrospectively add the additional charges for the original booking and the cost of the additional guests per night on to a booking should it not be included by the guest at the booking stage. The additional charges must be paid in full prior to the additional guests stay. This discount cannot be used in conjunction with any other offers or discounts.

## **9. Site Facilities**

- 9.1 Your booking and monies paid are for the provision of self-catering accommodation. We offer additional site facilities which we endeavour to be open and usable at all times whenever practically possible. Examples of these facilities include our Group Dining Area, Games Room and Laundry Area. However, there may be instances where we are not able to provide these additional site facilities due to failure/breakdown or government restrictions which deem them to be closed. Therefore, although we endeavour to have all site facilities open to you at the time of your stay; we reserve the right to withdraw such facilities reasonably necessary without refund or partial refund of monies paid for your booking (save in respect of the £75 fee payable for the group dining area which will be refunded in such circumstances). We reiterate that the cost of your booking relates to the provision of self-contained accommodation and the facilities detailed in the 'Our Facilities' page on our website are an additional site benefit and may not be fully accessible nor useable at all times.
- 9.2 If you have made a group booking and have paid £75 for use of the group dining room, a refund of the £75 will be issued to you if this area is unavailable for any reason.
- 9.3 We (or our representative) reserve the right to enter any property at a reasonable time for the purpose of emergency maintenance or repair or any other need. Where possible, we would advise you in advance if access is required.

## **10. External Catering**

- 10.1 External caterers are welcome at our site to cater for our guests during their stay. Guests can choose to contact any of the local caterers which are featured on the Group section of the Accommodation's website. Alternatively, guests can use a different caterer of their choice providing they hold relevant liability insurance to cater/host an event at our site.
- 10.2 Please note that it is the guest's responsibility to arrange a caterer of their choice and to check they hold adequate liability insurance cover eventualities such as material damage or food poisoning. We are not party to any contract between the guest and the caterer.
- 10.3 We will not be responsible for any issues which may arise as a result of the actions of an external caterer. For example, food poisoning, allergens, or misuse of the facilities by a caterer. Please note that guests will be responsible for any damage caused by a caterer.

## **11. Bed Linen and Towels**

Bed linen and bath/kitchen towels for the number of guests referred to on the booking confirmation are provided and included in the price of the holiday. Please note that we can supply a cot/highchair on request free of charge. We do not supply cot bed linen.

## **12. Pets**

- 12.1 Well behaved and well trained dogs are welcome at our site. If you wish to bring a pet other than a dog, please contact us in advance to discuss whether we could accommodate your pet. The words 'dogs' and 'pets' are interchangeable within these terms and conditions. We would not recommend our site for reactive dogs as there is likely to be other people/dogs around. Unfortunately, we are unable to accommodate younger dogs under 9 months of age.
- 12.2 We charge a fee of £7 per dog, per night, which is payable at booking stage. All pets must be declared at booking stage. We reserve the right to retrospectively add the dog charge of £7 per dog, per night on to a booking should it not be included by the guest at the booking stage.
- 12.3 You are required to comply with the following provisions immediately below when bringing pets:
- 12.3.1 Do not leave pets in the Accommodation on their own (unless in a suitable crate and you are certain they can be left alone without barking repeatedly);

- 12.3.2 It is preferable that pets do not go onto soft furnishings and beds. However, if they do, please ensure there is a suitable cover placed on the bed/soft furnishing (we provide towels);
- 12.3.3 Please exercise your dog(s) away from the Accommodation in the designated dog paddocks;
- 12.3.4 Please do not use the guest lawn as a designated dog exercise area;
- 12.3.5 Dispose of any dog waste in bins on site;
- 12.3.6 Please ensure that your pet is under reasonable control at all times and on a lead in the courtyard area and farmland. Dogs must not be left unattended on site;
- 12.3.7 Please note that we do restrict the number and size of dogs in some cottages - see individual cottage pages on our website for more details, contact us to discuss your requirements;
- 12.3.8 Please ensure that your pet(s) (especially bitches) does not urinate on the garden grass areas as this leaves dead patches that become unsightly for other guests;
- 12.3.9 You must bring dog beds for your pets;
- 12.4 We reserve the right to charge compensation for damage and excessive cleaning costs caused by dogs and any other pets.

### **13. Damages and Breakages**

- 13.1 Please take care of our property. You are responsible and liable for any breakages or damages that you or any member of your party or pet brought with you cause to the Accommodation or its contents. You must report these as soon as they occur. We reserve the right to charge you for repairs or making good arising from the damage or breakage.
- 13.2 Please let us know about any problem with any appliance or fixture or fitting as soon as possible and we will ensure that, within a reasonable time, this is repaired or alternative arrangements are made.
- 13.3 Smoking including the use of vapours or e-cigarettes is not permitted in any part of your Accommodation or the communal areas/rooms at Bolehill Farm. If you or any member of your party wishes to smoke or vape outside, you must dispose of vapes, matches and cigarette butts (ensuring they are cold and will not cause ignition) in one of the dustbins or specific plant pots containing sand provided outside the Accommodation. You and your party must not use candles, tea-lights, fireworks or Chinese lanterns at your Accommodation or use a barbecue or fire pit unless we have provided a barbecue and such barbecue is only used on a suitable hardstanding area as detailed in the Barbecue Safety Sheet left with each Barbecue and the Barbecue information detailed within the Cottage Welcome guide.



- 13.4 If, as a consequence of damages or breakage referred to in paragraph 13.1 it is not possible to repair or clean the cottage prior to the arrival of the next guest we reserve the right to claim compensation for any losses arising.

#### **14. Your Responsibilities**

- 14.1 You will ensure that you and all your party will:
- 14.1.1 act responsibly and carefully whilst at the Accommodation, abiding by any property specific house rules and leave the Accommodation, and all things in or at it, in the same state of repair and cleanliness as at the start of the holiday;
  - 14.1.2 immediately report to us any damage or breakages made during the holiday occupancy and pay for damage (wear and tear accepted);
  - 14.1.3 not move any furniture;
  - 14.1.4 at all times comply with any applicable laws and local or Government Guidance, and ensure that neither you or any member of your party or pets do anything or omit to do anything which is dangerous, offensive, immoral or illegal, or may cause unreasonable damage, noise, behaviour or disturbance;
  - 14.1.5 not enter the Accommodation before the stated arrival date and time and will leave the Accommodation before the stated departure date and time;
  - 14.1.6 treat people with respect and not act in a way which is abusive, violent, destructive, menacing, or harassing towards us, any member of our team, any member of the community in which the Accommodation is situated, or any of our employees, directors, consultants or other party acting on our behalf;
  - 14.1.7 secure the Accommodation (including all windows and doors) whenever leaving the Accommodation;
  - 14.1.8 not play outdoor music or bring and/or use Bluetooth, portable or outdoor speakers onsite or use any such speakers indoors or outdoors (does not apply to booking for the whole site).
  - 14.1.9 maintain the volume inside and outside your cottage to a level which will not be an inconvenience to guests staying in other cottages;
  - 14.1.10 keep the noise to a minimum in the outdoor communal areas;
  - 14.1.11 not participate in any group socialising in the outdoor communal areas after 9.00 pm including the courtyard area, the guest garden, the dog paddock and the car park;
  - 14.1.12 only use your allocated seating area in the courtyard;
  - 14.1.13 not mass congregate or socialise in the courtyard;
  - 14.1.14 not use confetti or party decorations onsite that could litter the ground.

14.1.15 read our Cottage Welcome guide upon arrival of your Accommodation.

14.2 We will be entitled to make a reasonable charge where you have failed to comply with these responsibilities. In serious cases, you and your party may have to leave the accommodation early without any compensation or refund.

## **15. Our Liability**

15.1 Visitors are asked to take care at all times while on our property and this includes reading the supplied documentation including vital health and safety information in the Cottage Welcome Guide. Parents in particular are asked to ensure that children are safe, accompanied by a responsible adult and not left unattended. Vehicles, baggage and personal belongings are at your risk at all times and no liability will be accepted for loss or damage to your vehicles, baggage or personal belongings.

15.2 If we fail to comply with these terms, we are responsible for loss or damage you suffer that is foreseeable as a result of our breach of these terms and conditions or our negligence, but we are not responsible for any loss or damage that is not foreseeable. Loss or damage is foreseeable if it is an obvious consequence of our breach or if it was contemplated by you and us at the time we entered into this contract. Our maximum liability to you will not exceed the price you have paid for your Accommodation.

15.3 We are not liable to you if your loss is:

15.4 Caused by a delaying event outside our control

15.5 Avoidable. Something you could have avoided by taking reasonable action, including following our reasonable instructions for use.

15.6 A business loss. which relates to your use of our Accommodation for the purposes of your trade, business, craft or profession.

15.7 Nothing in these terms and conditions is intended to limit our liability for:

15.7.1 death or personal injury caused by our negligence;

15.7.2 fraud or fraudulent misrepresentation on our part; or

15.7.3 any breach of Section 49 and 50 (subject to section 50(2)) of the Consumer Rights Act 2015

15.8 Nothing in these terms will affect your legal rights in respect of your booking. For a fuller explanation of your legal rights please visit the Citizens Advice website [www.adviceguide.org.uk](http://www.adviceguide.org.uk) or call 03454 04 05 06.

## **16. Smoking, Log Burning Stoves, BBQ use and Ignition**

- 16.1 Log burning stoves are available for use in three of our cottages but they can only be used if they are used strictly in accordance with the Log Burner Information sheet provided in your Accommodation in conjunction within the Fire Emergency Procedure detailed in the Cottage Welcome Guide. If you are unsure about anything relating to the use of the log burning stoves you must contact us before you commence usage – you are welcome to visit our Site Reception or call us on 01629 812359.
- 16.2 We do not provide BBQ's nor any BBQ equipment for guest use aside concrete blocks in cottage outdoor areas and BBQ racks within BBQ enclosures at the top of the Guest Garden which can be used as a non-combustible base should you bringing a BBQ on to site. BBQ procedure must be undertaken in a safe and responsible manner as detailed in the BBQ section of the Cottage Welcome Guide. Please visit our Site Reception or call us on 01629 812359 should you require any clarification.

## **17. Charging of Electric Vehicles**

You must not charge an electric vehicle from the Accommodation. The electric supply inside the Accommodation does not support the charging of an electric vehicle. Please plan the charging of electric vehicles in advance as to ensure adequate charge during your stay with us.

## **18. Discounts**

No discounts/offers can be used in conjunction with another discount/offer.

## **19. Gift Vouchers**

- 19.1 A gift voucher can be used as a contribution towards the total balance (e.g. £100 gift voucher could be redeemed against a stay costing £300, thus leaving a remaining balance of £200 payable).
- 19.2 The gift voucher must be used within 18 months of purchase unless agreed in writing with us prior to purchase.
- 19.3 The remaining balance must be paid 8 weeks before arrival, or on booking if booked less than 8 weeks in advance.
- 19.4 The responsibility/administration of the booking will fall to the person(s) using the voucher.
- 19.5 The gift voucher value is non-refundable once purchased and this includes remaining balances (e.g. a £300 gift voucher redeemed against a holiday costing £280; the remaining balance of £20 would not be refunded but can be carried across for a further booking within an 18 month period).

- 19.6 Once the booking has been confirmed by us in writing, our standard terms and conditions apply.

**20. Cottage Welcome Guide IMPORTANT. PLEASE READ.**

A written Cottage Welcome Guide is provided and located within the living room of your cottage. We require you and each of your party to familiarise yourselves with the contents of this document upon your arrival as it contains important health and safety information as well as fire emergency procedures which we require you to understand so that your stay is as safe and enjoyable as possible. In particular, you are required to read the "Fire and Emergency Procedure" and the "Health and Safety Guidance". Please contact us immediately on 01629 812359 or visit Site Reception if you are unable to locate your Cottage Welcome Guide within your cottage or if you have any questions regarding anything contained in the Cottage Welcome Guide.

**21. Internet Usage**

- 21.1 To enable you to access e-mails and browse the web at your convenience we have installed a 'free of charge' internet service. We reserve the right to withdraw this service at any time. We shall not be liable for any loss or damage caused by such withdrawal.
- 21.2 A Wi-Fi network has been provided for each Accommodation; the login credentials can be located within your Accommodation.
- 21.3 We only offer the internet service on a 'reasonable effort' basis and cannot guarantee that all devices will work with the network nor can we guarantee the level of availability, security or quality. It should be noted that although the signal strength is adequate in all cottages for laptops and tablets some smaller devices may find difficulty in connecting throughout the entire cottage.
- 21.4 The internet access we provide is primarily designed to enable our guests to access their e-mails and for general web browsing. The service is not designed for gaming, video streaming voice over IP (skype etc), video conferencing, TV broadcast downloads, large file downloads, video or audio streaming and any other network intensive services. We reserve the right to disconnect any guest from the network where attempts to use these services are causing disruption to the network.
- 21.5 We have been informed by our Internet Service Provider (ISP) that they monitor our inbound and outbound traffic and have automatic triggers on most known illegal or unlawful sites. This is to protect themselves and us from any legal implications of users downloading illegal or unlawful copyrighted material and accessing offensive websites etc. We therefore, reserve the right to monitor all guest traffic and where necessary immediately disconnect guests from the network, if it is clear that an infringement has been made.

- 21.6 Although we have taken efforts to secure our network it should not be treated as a secure network and your device is therefore potentially vulnerable. Please ensure that your devices' security settings are configured for use on a 'public' network.
- 21.7 Some ISPs will not allow their users to send mail from outside of the ISP's network. This results in guests being unable to 'send' e-mails from their PCs using an Email client etc. The only alternative to this is to use the service providers Web-mail interface.
- 21.8 When using the wi-fi service you and your party agree at all times to be bound by the following provisions:
- 21.9 Not to use the wi-fi service for any of the following purposes:
- 21.9.1 Disseminating any unlawful, harassing, libellous, abusive, threatening, harmful, vulgar, obscene or otherwise objectionable material or otherwise breaching any laws;
- 21.9.2 Transmitting material that encourages conduct that constitutes a criminal offence, results in civil liability or otherwise breaches any applicable laws, regulations or code of practice;
- 21.9.3 Interfering with any other persons use or enjoyment of the wi-fi service;
- 21.9.4 making, transmitting or storing electronic copies of material protected by copyright without permission of the owner;
- 21.9.5 To keep any username, password, or any other information which forms part of the wi-fi service security procedure confidential and not to disclose it to any third party.
- 21.10 Infringements of any of the provisions in paragraph 20.9 could lead to immediate termination of the internet service and we reserve the right to pass required information to relevant authorities if it is deemed, a serious breach has occurred or if we are required to do so by law.
- 21.11 It is the responsibility of you and your party to ensure that any wi-fi enabled device is compatible with our wi-fi service. The availability and performance of the wi-fi service is subject to all memory, storage and any other limitations in the guest's device.
- 21.12 We are not responsible for data, messages, or pages that you may lose or that become misdirected because of interruptions or performance issues with the wi-fi service or wireless communications networks generally. Network speed is no indication of the speed at which the guest's wi-fi enabled device or our wi-fi service sends or receives data. Actual network speed will vary based on configuration, compression and network congestion.

## **22. Events Outside our Control**

- 22.1 We will not be responsible for any failure to perform our obligations under these terms and conditions that is caused by an event outside our control.

- 22.2 An event outside our control means any act or event that is beyond our reasonable control, including, without limitation, severe weather event, drought, fire, explosion, storm, flood, earthquake, subsidence, pandemic, epidemic or other natural disaster, strikes or industrial action by third parties, terrorist attack or threat of terrorist attack, war or threat of war, civil commotion, riot, invasion, or failure of public or private telecommunications networks.

### **23. Changes To These Conditions**

We reserve the right to amend our Terms and Conditions so you should therefore save/print a copy for reference. In the unlikely event that a dispute arises, we will honour the version of our terms and conditions which you booked under, providing these are sufficiently evidenced (a screenshot or 'print screen' with associated headers from our website is adequate for this purpose).

### **24. Personal Data**

- 24.1 How we use any personal data you give us is set out in our Privacy Notice which can be found at [www.bolehillfarm.co.uk](http://www.bolehillfarm.co.uk):

### **25. Disputes**

- 25.1 We aim to ensure that our Accommodation is of a high standard. However, if you have any problems with your Accommodation, please contact us immediately and give us the opportunity to resolve it. Please contact us by visiting Site Reception, telephone on 01629 812359 or by email [stay@bolehillfarm.co.uk](mailto:stay@bolehillfarm.co.uk). We will endeavour to ensure that any complaints are investigated and resolved as quickly as possible.
- 25.2 In considering any complaint, we will take into account whether we have been given the opportunity to investigate it and put matters right.
- 25.3 Resolving disputes without going to court. Alternative dispute resolution is an optional process where an independent body considers the facts of a dispute and seeks to resolve it, without you having to go to court. You can submit a complaint to CEDR through their website at [www.cedr.com](http://www.cedr.com). CEDR does not charge you for making a complaint and if you're not satisfied with the outcome, you can still go to court.
- 25.4 You can go to court. These terms are governed by English law and wherever you live you can bring claims against us in the English courts. If you live in Wales, Scotland or Northern Ireland, you can also bring claims against us in the courts of the country you live in. We can claim against you in the courts of the country you live in.

## **26. Rights of Access**

- 26.1 We may need to access your Accommodation if there is an unforeseen problem, to investigate an incident you have raised, for repair/maintenance or to perform certain routine property checks. If this happens, we'll do our best to let you know in advance of the date and time that we will need access.
- 26.2 If we do need to access your Accommodation for any reason, we'll always try to access the property at reasonably convenient times (other than in the event of an emergency/breakdown).

## **27. Right to Evict**

- 27.1 We reserve the right to end our contract with you and demand that you leave your Accommodation immediately (without any compensation being payable) if:
- 27.1.1 we take the view that you or your party have seriously breached any of these terms and conditions;
- 27.1.2 we take the view that the behaviour of you or your party puts the safety of our guests or ourselves in danger;
- 27.1.3 any complaints are made against you or your party in respect of anti-social, abusive or unacceptable behaviour;
- 27.1.4 an unreasonable amount of damage to the property or its contents is caused by you or your party; or
- 27.1.5 you exceed the maximum occupancy limit for your Accommodation or if the Accommodation is being used in a way that we deem unsafe.
- 27.2 This agreement constitutes the entire agreement between you and us and supersedes and extinguishes all previous promises, representations and undertakings.
- 27.3 No one other than a party to this contract shall have any right to enforce any of its terms.

## **28. Other Important terms apply to our contract**

- 28.1 We can transfer our contract with you, so that a different organisation is responsible for supplying your service. We'll tell you in writing if this happens and we'll ensure that the transfer won't affect your rights under the contract.
- 28.2 You cannot transfer your contract with us to someone else unless you inform us and we respond to confirm this change in writing.

- 28.3 Nobody else has any rights under this contract. This contract is between you and us. Nobody else can enforce it and neither of us will need to ask anybody else to sign-off on ending or changing it.
- 28.4 If a court invalidates some of this contract, the rest of it will still apply. If a court or other authority decides that some of these terms are unlawful, the rest will continue to apply.
- 28.5 Even if we delay in enforcing this contract, we can still enforce it later. We might not immediately chase you for not doing something (like paying) or for doing something you're not allowed to, but that doesn't mean we cannot do it later.
- 28.6 Our cottages are located in a rural area and you must not interrupt or endanger the livelihood or those working on the surrounding land.
- 28.7 You must not interfere with wildlife or other animals present near or in your accommodation. Any disturbance caused by wildlife should be reported to us immediately.
- 28.8 For practical information on your stay, please visit our website [www.bolehillfarm.co.uk](http://www.bolehillfarm.co.uk).

## **29. Your Holiday**

We want you to enjoy your stay, nevertheless, should there be any problems with the standard or level of service of your accommodation or you discover something is missing or damaged on your arrival at the Accommodation you should inform us immediately by visiting Site Reception or calling us on 01629 812359. If you don't notify us, we will not be able to resolve any issues relating to your accommodation and will assume you caused any loss or damage.