

## **Oakwood West Leisure Ltd Terms and Conditions for Holiday Makers**

### **General**

This is a legally binding contract between the property owner, Oakwood West Leisure Ltd (of which 'Oakwood Glamping' and 'Osiers Stables' are subsidiaries) and the holidaymaker. The property owner is also referred to as "we" and "us".

The holidaymaker is the person who signs the booking form or, in the case of online booking, the person who makes the online payment. This person is responsible for ensuring all members of the holiday party accept and adhere to these terms and conditions. The holidaymaker is also referred to as "you" or the "guest".

The property referred to being Oakwood West Leisure Ltd, The Osiers, Clay Lane, West Ashling, Chichester, West Sussex PO18 8DJ, UK.

### **How to make a booking**

Having identified the property of your choice, please either book online using the availability calendar, or if you wish, or you have a specific request, please telephone us. We will then contact you to confirm the booking request, and also to arrange payment of the reservation fee (see How to Pay below). Once payment is taken, we will e-mail you to confirm the booking. Your booking is not confirmed until this happens. The booking should be made in one name only, and that person may not transfer the booking to another person without prior written consent from Oakwood West Leisure Ltd.

### **Bookings**

When you place your booking we ask you to provide:-

- Booking name, Members in your party i.e Number of adults, children, etc
- Expected time of arrival so we can plan for your visit (particularly as automated access control is in place at the site entrance).
- Any requirements for disabled guests so that we can discuss these with you to check for availability and that the site can meet both your needs and expectations.
- Any other information that you think we will need to take into account in your booking. We will try to accommodate special requests but these cannot be guaranteed.

We do not accept new arrivals after 9pm between April to September nor after dark in winter unless by prior special arrangement with the us.

### **Your use of the booking**

The accommodation that we advertise is offered by us for the sole purpose of holiday lettings and/or must never be occupied as your principal home, unless expressly agreed otherwise in writing by the Owner and us.

Accordingly you agree and accept that you are not offered any rights to the accommodation other than the right to occupy the accommodation as holiday accommodation for the

period of your booking. No booking of any kind is an 'Assured Shorthold Tenancy' or protected under the Protection from Eviction Act 1977, or any similar legislation that applies in Scotland.

Our booking services with you are available for your personal, non-commercial use only. You may not offer for resale any booking services without our express permission.

### **Maximum occupancy**

You must not allow more people than is agreed and stated on your booking to stay overnight in the accommodation. You cannot arrange for visitors to the accommodation without our advance consent. You must not hold events (such as parties, celebrations or meetings) at the accommodation without our advance consent. If you do any of these things, we can refuse to hand over the accommodation to you, or can repossess it. If we do this, we will treat this as you cancelling the booking. In these situations you will not receive a refund of any money you have paid for your booking. And we or the Owner will not be legally responsible to you as a result of this situation (for example, for any costs or expenses you have to pay due to not being able to stay in the accommodation, such as the cost of finding alternative accommodation). Neither we nor the Owner are under any obligation to find any alternative accommodation for you.

### **Reservation Fee**

A booking deposit of 20% of the total holiday cost is payable within 4 days of the provisional booking being taken. The booking is taken on a provisional basis until the deposit has been paid in full and funds cleared through the banking system (where appropriate). The booking then becomes confirmed. Until the booking is confirmed, it can be cancelled at any time without prior notice.

The balance of the rental charge, along with the breakage deposit, is payable not less than 4 weeks prior to the start of the holiday. Failure to pay the deposit or balance in full by the due dates will constitute a cancellation of the holiday by the holidaymaker. If you have booked online you will receive an automatic reminder but please take note of these dates to ensure you keep up to date with payments.

### **Payment in Full**

Bookings made less than 4 weeks prior to the arrival date must be paid in full at the time of booking.

We do not accept 1 night bookings.

### **How to Pay**

You can pay by paypal or either credit card or debit card. We are unable to accept American Express. If payment is made by cheque, please ensure that we receive this at least 7 working days before the payment is due, so that enough time is given for it to clear.

## **Changes to Bookings**

Should you need to make a change to the dates of a confirmed booking (subject to availability), an administration fee of £40 may be payable at our discretion.

## **Contract**

Oakwood West Leisure Ltd is the property owner, taking and arranging bookings. Oakwood West Leisure Ltd reserves the right to refuse any booking.

## **Full Customer Cancellations - Basic**

*This clause does not apply to any cancellations due to government public health measures for Covid-19 - for these see 'Cancellations due to government public health measures for Covid-19' below.*

If you have to, or want to, cancel your booking after it has been confirmed, you must phone or email us on the number shown on your booking confirmation as soon as possible. The day **we** receive your notice by phone or email to cancel is the date on which we will cancel your booking.

You will have to pay a cancellation charge based on the number of days before the arrival date at the accommodation that we receive notice, as shown in the tables below. This means that if you have already paid the full balance of your total booking cost and then have to, or want to, cancel, you may receive a refund of part of the cost. However, if you have not yet paid your total booking cost by the time of your cancellation, you may have to make a further payment to cover the cancellation charge.

For the purpose of the tables below, total accommodation cost means accommodation rental price plus any extra items charged such as charges for pets, logs etc. The cancellation charges below have been calculated as a genuine pre-estimate of the losses incurred in the event you cancelled your booking within the stipulated time period.

If you have booked through a third party agent, the term 'total accommodation cost' in the tables below does not include any charges made by that agent or anyone else for booking fees, flights, other travel services or any other amounts not paid to us, and you may be liable to pay such charges in the event of cancellation in accordance with the cancellation policy of the third party agent or other supplier.

### **Cancellation tables:**

If you are staying in one of our Glamping units then these cancellation fees apply;

More than 30 days Full standard deposit  
30 to 14 days 50% of total accommodation cost  
14 to 7 days 80% of total accommodation cost  
7 days or less 95% of total accommodation cost

If you are staying in one of our holiday cottage lets (Lucky or Silhouette's Stable), these cancellation fees apply;

More than 30 days Full standard deposit  
30 to 14 days 60% of total accommodation cost  
14 to 7 days 90% of total accommodation cost  
7 days or less 95% of total accommodation cost

### **Cancellations due to government public health measures for Covid-19**

If you have to cancel your booking because UK government public health measures imposed as a result of the Covid19 pandemic mean it is unlawful to travel to or to make use of the accommodation you booked, you may choose to :

- (i) transfer your booking to a later date free of any administration charges, subject to availability - you will have to pay any difference in price if the cost of the new booking is higher or be reimbursed the difference if the cost of the new booking is lower;
- (ii) request a voucher with a redemption value equal to the amount previously paid by you for the booking – the voucher terms and conditions will be available to you before you make your choice under this clause; or
- (iii) obtain a refund of the amount already paid by you for the booking, less any administrative costs which we incur in processing your refund.

You will have to contact us in order to access these options.

### **Part Cancellations**

If any person(s) in your party needs to cancel, this will not affect the total cost of your booking .

No refunds are payable in the event that you cut short your stay.

You may not stay over the agreed, booked for time. You must vacate the property by 10am on the day of departure displayed on your booking.

### **Changes by us**

We do not expect to have to make any changes to your booking. However, sometimes bookings have to be changed or mistakes have to be corrected. We have the right to do so.

If we do need to make changes, we will contact you by phone if reasonably possible in the case of a significant change or by email in the case of a minor change as soon as is reasonably practical. We will explain what has happened and let you know about the change.

We will endeavour to make sure the stated property is available for the dates contracted. In the unlikely event the property becomes unavailable and then we have to cancel the booking, we will endeavour to find the holidaymaker suitable alternative accommodation. If suitable alternative accommodation cannot be found, the holidaymaker shall be entitled to a full refund. We shall only be liable to return the monies received. No compensation or consequential losses shall be paid. This policy does not relate to Covid-19 related enforced closure, please see 'Bookings' above for further information on this.

### **Conduct**

We reserve the right to ask the holidaymaker and their party to leave the property without any refund if, in our opinion, the behaviour of the holidaymaker and/or his/her party is unacceptable/unreasonable.

We reserve the right to refuse entry to anyone, who in our opinion is not suitable to or capable of taking charge of the property.

We ask all users of our site to comply with our terms and conditions.

We expect all guests to follow the Government 'Covid 19' law and advice whilst on site, as in force at the time of your stay.

It is important for guests to respect and protect the site by acting safely and in harmony with neighbours, the local community, the environment and by observing and respecting each other's privacy. Maintaining high standards on site is of paramount importance and members' involvement is fundamental to our success and the conservation of the countryside.

The use of threatening behaviour and/or foul and abusive language will not be tolerated and will result in the offender being asked to leave the site.

No smoking is permitted in any of the properties.

Candles are not permitted anywhere in or on the property.

Any electrical items you bring with you must be fit for purpose and in good, safe working order.

Fireworks and open fires (unless in permitted fire pit areas) are strictly prohibited at all holiday let properties.

## **Cleaning**

We would like to think the holidaymaker and party would treat the property as they would their own home and at the end of the holiday the property is left in a clean and tidy condition as on arrival.

The property owner retains the right to make an additional charge for extra cleaning should the property not be left in a similar condition to the way it was found at the start of the holiday.

We follow the government guidelines on safe hygiene practices in our cleaning of the properties.

## **Breakages**

The holidaymaker should make every effort to keep the property, fixtures and fittings and all contents in the same state of repair and condition as at the start of the holiday.

Any accidental damage or breakages should be reported to the property owner (or their representative) prior to departure.

You will be fully liable for any damage done to the property or its contents during your let, and the cost of repairing the property or replacing contents will be deducted from your

security deposit. Should the cost of repairs or replacements exceed the amount of your deposit, you will be liable to pay the excess.

The property owner retains the right to charge for damage and breakages although it should be noted that minor breakages and reasonable wear and tear (in the opinion of the property owner) will not be charged for.

You must ensure that whenever the property is unoccupied it is properly secured by ensuring that all doors and windows are closed and locked and where there is an alarm, the alarm is activated.

### **Number of Guests**

Only those people named/numbered on the booking form are entitled to stay. If it is found that more people than agreed are using the property, this will be considered a breach of contract and the holidaymaker and his/her party will be asked to leave immediately without any refund. Sub letting or assignation of the let is prohibited.

Each wagon may accommodate a maximum of 2 adults. The Belle Tent has a maximum occupancy of 4 people.

The 'Osiers Stables' holiday cottages have a maximum occupancy of 8 for 'Lucky' and 6 for 'Silhouette' plus 1 infant each.

### **Arrival and Departure**

Every effort will be made to have the property available from 16:00 on the day of arrival. The property must be vacated by 10:00 on the day of departure. Late departure will result in an additional charge being made. Information about entry will be provided once full payment has been received.

We will require an Estimated Time of Arrival (ETA) from you prior to your arrival date. We operate a no-contact/minimal contact arrival system sending all relevant arrival information via email prior to your arrival. Please call when you arrive to check in with us and so we can answer any questions you may have. We will come and settle you in whilst ensuring social distancing measures are conformed to.

Please familiarise yourself with the site's fire regulations and fire fighting equipment and its location as soon as you arrive on site.

No visiting guests are permitted.

### **Duration of Holiday Letting**

The letting can be for a maximum of 28 days, unless otherwise agreed in writing. Letting commences at 4.00 pm on the starting date specified in the booking, and ends at 10.00 am on the end date specified in the booking agreement.

Any unauthorised extension will warrant additional payment at the applicable weekly rent for the season (on a pro rata basis).

## **Loss of Visitor Property**

We cannot accept any liability for the loss or damage to any belongings of the visitor/s and their guests, and we accept no liability for any injury sustained by the visitor/s and their guests.

Every reasonable effort will be made to reunite an owner with any lost property but no guarantees can be made.

Owners are responsible for the cost of reclaiming their goods. The following items are excluded from this policy:

- Credit or debit cards. Reported to the card issuer. The card issuer will then advise what further action is necessary.
- Items where there is any suspicion of danger to employees or to the public. The police will be contacted immediately in such circumstances for advice.
- Unclaimed perishable goods are disposed of the following morning;
- any item that has clearly been abandoned; or
- where items of property are claimed the claimant should be expected to provide a description of the items lost. The claimant must sign for all items claimed and record their full name and address.

## **Insurance**

We strongly recommend that you take out appropriate holiday insurance to cover you in the event of having to cancel your holiday, for loss of belongings, and for accidents which could occur during your stay.

## **Right of Entry**

We want you to enjoy your holiday/break uninterrupted, and as peacefully as possible. There may, however, be occasions where the owner and/or his agent may require access to the property, and in such circumstances we will try to give you reasonable notice.  
PLEASE NOTE; The Stables hot tubs need to be monitored and maintained on a regular basis, we will check the water twice daily (Morning and evening) and will enter via the garden gate.

The kitchen unit for the Belle Tent may occasionally need to be entered to access the adjoining store room but we will always notify you prior to entry.

## **Services**

Unless otherwise specified, the holiday price will include all charges for all services, including water, gas/electricity, oil (where applicable) and council tax.

## **Liability**

Your (and any members of your party) personal belongings and vehicles are left at the property entirely at your own risk. Oakwood West Leisure Ltd can accept no liability to you or any member of your party for loss or damage to your personal property.

Children must be supervised at all times.

No liability can be accepted by Oakwood West Leisure Ltd where you or your personal property suffer any loss, damage, disappointment, inconvenience or otherwise or where the performance or prompt performance of any obligations of the property owner is caused, prevented or delayed by any event which

is beyond the reasonable control of Oakwood West Leisure Ltd, including war, threat of war, riot, civil strife, industrial action, terrorist activity, nuclear disaster, natural disaster, fire, flood, adverse weather conditions or interruption to utility services.

Nothing in these terms and conditions shall limit or exclude Oakwood West Leisure Ltd's liability for death or personal injury arising from its negligence or for fraud or fraudulent misrepresentation.

### **BBQs, Firepits and Wood Stoves**

We provide a charcoal Barbecue with each of our glamping units. They must be used on the fire area only, they must not be used on the grass. They must not be used or put inside a unit. Each Stable let has their own dedicated BBQ area.

Our own Coppice Charcoal is available to buy on site.

Campfires are permitted only within the fire pit area for your assigned unit. Silhouette's stable fire area is within the Steel BBQ chimney. Lucky's stable has the dedicated outdoor brick built chimney. The Fire Pits and Wood Burning Stoves are to be used only as instructed upon arrival. If you are unsure how to use it, please ask for us to demonstrate and light it for you.

Do NOT remove any half burnt logs, leave them in the fire pit for the next lighting.

Do NOT remove any ash, please leave it for the cleaners to deal with. In case of stray embers re-lighting.

### **Pets**

Dogs are not permitted in any of our glamping units.

We do allow One dog per stable let, strictly by prior agreement. We make a charge of £40 per dog.

Where they are permitted, they are to be kept under control and exercised within the allocated area on site or off the premises. Pets are not permitted upstairs, in any bedrooms or on the furniture, and must not be left unsupervised. You are expected to clean up after your dog, leaving no fouling anywhere on site. You must keep them under control at all times, we have neighbouring fields with various livestock and wildlife which are to be protected from nuisance or scare. The stables gardens are fenced all around but we make no guarantees for the safety or security of your dogs and whether or not they may escape, it is your responsibility to ensure they are under your control at all times. We make no representations about the suitability of the property for pets and accordingly accept no liability for the safety of pets at the property.

If you bring pet(s) to the property without the prior written approval of the us, you may be refused entry to the property and your letting of the property shall be deemed to have been cancelled and we shall not have any liability to you in respect of such cancellation. Please

therefore check before making a booking that pets are allowed.

Pet damage is not covered by our insurance so please ensure you have sufficient cover in case of accidental damages / breakages caused by pets during your stay. You shall be liable for any and all damage caused by pets brought into the property by you. We reserve the right to deduct from your security deposit any additional cleaning costs incurred as a result of extra cleaning required after your let.

We do not allow on site any breed of dog listed under the Dangerous Dogs act 1991.

We reserve the right to ask your pet to leave if we consider them to have anti-social behaviour.

## **Recreation**

Designated recreational areas will be indicated on site; where available. Ball games, frisbee, cricket and any games that may interfere with the enjoyment of others are not allowed in the vicinity of units.

The following are not permitted on site;

- The flying of model aircraft and kites.
- The releasing of sky lanterns with naked flames is not permitted.
- The flying of flags of any size.

## **Noise**

It is essential that Noise is kept to a minimum at all times so as not to disturb the enjoyment of others.

Music may be played but at a level and distance that does not impede any other holiday-makers enjoyment of our site. This includes both holiday lets and glampsites. We reserve the right to ask you to turn music down or keep general noise down if we deem it to be too much. We also reserve the right to ask you to leave if you are found to be unresponsive to our requests.

The site is closed from 11pm to 7am.

## **Vehicles**

Vehicle movement on Site is prohibited between 11pm and 7am.

Drivers of vehicles, including motorcycles, must hold a full and current driving licence (and valid displayed road fund licence) in order to drive on our site.

## **Sanitation**

Waste bins are provided please dispose of your rubbish within a bin bag into the larger Black bins.

Rubbish should be recycled wherever possible. Please use our Red bins provided for clean recycling as detailed on the bins themselves.

If recycling facilities are unavailable on site then the site manager can advise on the nearest recycling centre.

At the end of your stay, please empty all bins into the appropriate outdoor bins as above.

## **Description of Property**

Whilst every care is taken to provide a true and accurate description of the property, over time, alterations are made and some things do change. Due to Covid restrictions some soft furnishings and decorations have been removed in the interests of hygiene. The holidaymaker accepts that no refunds are available for such discrepancies.

## **Complaints**

Every endeavour is made to ensure your stay with us is memorable for all the right reasons. However, we do recognise that from time to time things do go wrong. In these circumstances, it is the responsibility of the holidaymaker to make any such problem known to the property owner (or their representative) immediately it becomes apparent, thereby giving the property owner the opportunity to correct the situation. Unless this procedure is followed, no subsequent claim will be entertained.

The property owner will make every endeavour to rectify any identified problems as soon as is reasonably possible.

## **Return of Breakage Deposit**

Your breakage deposit, minus any deductions, will be returned to you within 1 week of the departure.

## **Hot Tub Rules and Regulations**

### **Hot Tub Rules and Regulations - Stables bookings only.**

It is the guests responsibility to enforce the rules of safety at Osiers Stables hot tubs. If you decide to use our hot tub you do so entirely at your own risk. If you do decide to, you must abide by these rules at all times and we reserve the right to terminate use to anyone we find in contradiction of them.

Non-swimmers and children must NEVER be left unattended.

The maximum occupancy of Lucky's Hot tub is 6 persons and Silhouette's 4 persons at any one time. This must NOT be exceeded.

To PREVENT ACCIDENTAL DROWNING. You must leave the hot tub cover ON and latched when the spa is unsupervised.

## **DO NOT USE THE HOT TUB IF...**

The water is cloudy - This can cause skin infections. Contact us to come and inspect and treat the water.

You are pregnant - During pregnancy soaking in the hot tub may cause damage to the foetus so contact your doctor for advice before entering the water.

Infants and Children under 4 must NEVER use the hot tub - Older children should limit use to 15 mins maximum and must not enter if the temperature is higher than 37°C

Parents should warn their children not to allow water in to their mouths as this can cause infection and illness.

Never allow children to use the spa or hot tub unsupervised and when not in use, make sure the cover is on and secured

You are on medications that cause drowsiness these can cause complications with hot tub use. Ask your doctor for advice before entering. Please disclose any medication to us prior to use.

You have an infection - People with skin, ear, genital or other body infections, open sores, or wounds should not use the hot tub because of the possibility of spreading infection or irritating your condition.

You are under the influence of Drugs - Never use the hot tub while using or after using narcotics or other drugs that may cause sleepiness, drowsiness or raise/lower blood pressure.

You are alone - 2 person minimum use at any time.

You suffer from; heart disease, diabetes, low or high blood pressure, or any serious illness should not enter the hot tub without prior consultation with their doctor

It goes without saying, but just in case! - Absolutely NO DIVING.

You must NEVER use the hot tub in a THUNDERSTORM.

Please USE A TOILET, please do not pee on our hot tub! For obvious sanitary and hygiene reasons but it also imbalances the PH and may cause the water to grow algae/go cloudy.

NEVER USE GLASS near/in the hot tub as broken glass can cause a risk to people in bare feet and is very difficult to see within the hot tub water. Please use the plastic glasses provided.

Please NO FOOD in or around the hot tub.

Absolutely NO ELECTRICAL appliances (such as portable music devices, mobile phones, laptops).

**SHOWER** with soap and water before and after using the hot tub. Showering before use washes away many of the common skin bacteria and removes lotions, deodorants, creams etc which reduce the effectiveness of the spa sanitizer which disinfects the water

Do not wear street clothes in the Hot tub - please only bathing suits or nothing! Street clothes carry bacteria which will imbalance the water and cause it to go cloudy.

At 39-40°C time spent in the hot tub can affect your inner organs and cause fever like conditions.

**WE RECOMMEND TO USE** at 36-37°C, as this is body temperature, time spent should not exceed 15 minutes before a cool down break.

If you notice someone acting lethargic while using the hot tub, **TAKE ACTION** immediately and remove them from the hot tub and call a doctor or go to A&E as needed.

Prevent Hyperthermia. Understand that alcohol and other medications greatly increase the chance of hyperthermia – the opposite of hypothermia. This occurs when the internal body temperature reaches several degrees above the normal temperature of 37 degrees.

Do not immerse your head in the hot tub water. This increases the risk of infection and can heighten the dangers of drowning due to suction below the water line.

Take care when entering and leaving the hot tub. When leaving the hot tub leg muscles may be relaxed enough to make you unsteady. Take care on the decking/hot tub steps as water from the tub can cause it to be slippery.

The heat of the hot tub water speeds up the effects of alcohol and can cause sleepiness, dizziness and unconsciousness

Avoid using the hot tub immediately after a heavy meal

Avoid entering the hot tub water immediately after exercising as the water temperature can affect the heart rate

If any allergic reaction occurs leave the hot tub and rinse off in the shower. If the reaction persists contact the owners or go to a local doctor or A&E.

Do not turn hot tub isolation switch off inside the cottage as the hot tub's power needs to be turned on to carry out the cleaning cycles.

In case of injury there is a First Aid kit.

Your hot tub may not be fully up to temperature on arrival at the property due to necessary regular cleaning and maintenance.

**Fault or Damage**

If the hot tub needs to be shut down and emptied due to misuse, this will incur a charge of £100.

If any fault or damage occurs to the hot tub please contact Tom or Sarah immediately.  
Tom: 07824 724794. Sarah: 07900 350102. The hot tub is checked regularly.

By booking you confirm you have read and agree to all terms and conditions above upon booking and use of our facilities.