

OAKWOOD WEST HOLIDAYS

Terms and Conditions for Holiday Makers

At Oakwood West Holidays, we want you to have the best holiday experience you can, these Terms and Conditions are to ensure enjoyment, safety and respect for all. We thank you for your understanding and wish you a wonderful holiday!

1. THE CONTRACT

This is a legally binding contract between the property owners (Oakwood West Leisure Ltd, Osiers Farm Ltd, Oakwood West Tourism Ltd, Oakwood Hideaways Ltd) collectively 'Oakwood West Holidays' (referred to as "us", "we" or "our") and the person making the booking and all members of the holiday party (referred to as "you" or "your" the "holidaymaker"). The property owners are also referred to as "we" and "us".

The property referred to is The Osiers, Clay Lane, West Ashling, Chichester, West Sussex PO18 8DJ, UK.

By booking with us you agree to abide by the terms and conditions set out below. From time to time the terms and conditions may be reviewed and therefore may change between you making your booking and the start of your holiday. The updated terms upon commencement of your holiday will be the one's in force during your stay. It is your responsibility to familiarise yourself with the terms in force, that are made available to you on our website or our agents website or within your holiday let at the time of your holiday.

The Contract will not come into force until we have received the Deposit referred to in Clause 2 below. The Contract will be subject to these booking terms and conditions, and must be complied with. The party leader must be at least 21 years of age at the time of booking and prior to arrival we must be provided with a full list of numbers of adults, children, infants and dogs.

2. DEPOSIT AND PAYMENT

Your booking ("Booking") may be placed over the telephone, by email or directly on our online reservation system, with the exception of whole site bookings which may only be made through enquiry and confirmation from us. Where your Booking is communicated to us by telephone or by email, we will enter it onto our online reservation system, which will automatically generate a summary by email to the email address you provide in the online Booking form. However, that does not mean that your Booking is yet confirmed or that a Contract is yet in force between us and you.

Your Booking will only be confirmed and our Contract will only come into force once we have received payment in cleared funds of a deposit of **twenty per cent (20%)** of the full cost of your Booking (the "Deposit").

The Deposit must be paid within three (3) days of the Booking being placed.

The Balance of the rental will be due for payment **twenty eight (28) days** prior to your holiday commencement date (the "Holiday Commencement Date"). 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.

If we do not receive payment, we will be entitled to treat that as your intention to cancel the Booking. If your Booking is made less than twenty eight (28) days prior to the Holiday Commencement Date then your Booking will only be confirmed and our Contract will only come into force once we have received payment in full for the Booking in cleared funds.

No entry to our properties will be allowed without payment, in full, being cleared beforehand.

We accept payment by most major credit or debit cards and by bank transfer.

3. SECURITY DEPOSIT

If you pay through our website using our payment system, they will hold a payment of £200 per property on file for the Security Deposit. If no claim is made by us after your holiday the full amount will be returned after 7 days. If a claim is made it will be taken from the card you paid your balance with.

4. CANCELLATION

Cancellations must be notified to and received by us in writing (preferably by email) and once received we will confirm and process your cancellation request.

We offer Flexible Cancellation which removes the stress and worry from booking your holiday. You can cancel your Booking and obtain a **full refund** of the lodging costs you have paid for up to **twenty eight (28) days before the Holiday Commencement Date**. However, we ask that you give us as much notice as possible about your cancellation.

Cancellations within 28 days of your **Holiday Commencement Date** are charged at 60% of total accommodation cost up to 7 days and 90% of total accommodation cost if cancellation occurs later than 7 days **before the Holiday Commencement Date** as we will have incurred costs and are unlikely to be able to re-let our accommodation in such a short period of time.

The cancellation charges 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, please make sure you check their terms and conditions.

For this reason, we strongly recommend you take out your own travel insurance for UK holidays which covers booking cancellations. This will give you the peace of mind that you will get your money back if you need to cancel your holiday at almost the last minute. If you choose not to then you accept responsibility for any loss that you may incur due to your cancellation.

5. PART CANCELLATION

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.

6. CHANGES TO YOUR BOOKING

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, please contact us so we can advise. If you have booked through a third party website, other charges may apply.

7. CANCELLATION OR CHANGES BY US

We do not expect to have to make any changes to your booking. However, in the very unlikely situation the booking has to be changed, 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.

8. CANCELLATION BY US FOR REASONS BEYOND OUR CONTROL (“FORCE MAJEURE”)

We won't be deemed to be in breach of this Contract, or otherwise liable to you, by reason of any delay in performance or non-performance of any of our obligations in this Contract to the extent that such delay or non-performance is caused by circumstances beyond our reasonable control (for example if access to and use of our property is prevented by fire, flood, exceptional weather conditions, epidemics, pandemics, destruction/damage, internet or other communications failure, blocked roads, war/terrorism, nuclear/radioactive disaster affecting us or our property) (these are sometimes referred to as “Force Majeure Events”).

If for any reason beyond our control **we** are forced to cancel your Booking (or bring it to an end early) due to a Force Majeure Event affecting us or our property we will refund you the full amount of your remaining lodging costs based on the time of your Booking remaining. This will be the full extent of our liability and no additional compensation, expenses or costs (such as travel or replacement lodging costs) will be payable.

9. PERIOD AND OTHER TERMS OF HIRE

The period from the Holiday Commencement Date to the day of departure set out in the Booking (the "Holiday Departure Date") is the "Holiday Period".

Unless expressly agreed by us in writing, you should not arrive before 4pm on the Holiday Commencement Date, and you must leave and vacate the property by 10am on the Holiday Departure Date. Failure to do so may result in you being charged a further day's rental.

You must not use the property except for the purpose of a holiday during the Holiday Period, and not for any other purpose or for a longer period except with our express written agreement.

The Contract to stay in the property for the holiday period, does not create the relationship of Landlord and Tenant between the parties.

This Contract relates to a "holiday let" the purpose of which is to confer on you as a holidaymaker the right to occupy our property for a holiday only. You shall not be entitled to any private residential tenancy or other tenancy, assured short hold or assured tenancy, lease, licence or other right to occupy, nor shall you obtain any security of tenure under any applicable law including but not limited to under the Private Housing (Tenancies) (Scotland) Act 2016 or Protection from Eviction Act 1977, or any similar legislation that applies in Scotland now or at the end of the Holiday Period. You may not sub-let the property.

In the event that you are required, in accordance with guidelines imposed by the UK and Scottish Governments in relation to the disease known as coronavirus disease (Covid-19) and the virus known as severe acute respiratory syndrome coronavirus 2 (SARS-CoV-2)), to self-isolate at the property you will be responsible for the cost of (i) any additional nights out with the Holiday Period and (ii) rehousing any booked guests that are displaced as a result of the additional nights required by you in an equivalent property.

10. PRIOR TO YOUR ARRIVAL

We will send you, by email, pre-arrival information including directions and a welcome pack for the property.

Prior to your arrival we require;

An Expected Time of Arrival (ETA) after 4pm, so we can plan for your visit (particularly as automated access control is in place at the site entrance). We do not accept new arrivals after 9pm unless special prior arrangement with us.

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.

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

11. MAXIMUM OCCUPANCY

Under no circumstances may more than the maximum number of persons stated on our website occupy the property, except with our express written permission in which case we shall be entitled to charge an additional fee (for example for Weddings or events at our larger properties). We reserve the right to refuse admittance or require you to leave our property if this condition is not observed.

Visitors are not permitted without strict 'prior' written agreement with us. Any persons other than members of your party must not use our accommodation or facilities.

Oakwood West Holiday accommodation is not a 'party' venue.

12. OUR LIABILITY

We, our employees, contractors, cleaners and other representatives shall not be liable to you or your party for loss or damage to property howsoever arising. You must take all necessary steps to safeguard yourselves and your property. Nothing in this clause shall exclude or limit any liability that we are unable to limit or exclude by applicable law, such as liability for death or personal injury caused by our negligence.

Children must be supervised at all times.

13. CARE OF THE PROPERTY

You are responsible for the property and are expected to take all reasonable care of its furniture, pictures, fittings and effects, in or on the property. You must leave them in the same state of repair, and in a reasonable clean and tidy condition at the end of the rental period. You must not use the properties for any dangerous, offensive, noxious, noisy, illegal or immoral activities or carry on there any act that may be a nuisance or annoyance to the owner or other neighbouring properties.

Our properties are not a 'party' venue. We have a strict noise policy in place (see below).

Smoking is not allowed in any of our properties.

You must ensure the property is securely locked and any fires/barbecues are extinguished when not occupied by you.

No shelters of any kind may be erected on the property.

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

Candles are not permitted anywhere within or on the properties.

Fireworks are strictly prohibited at the holiday accommodation and open fires allowed only in the designated permitted fire pit areas.

14. NOISE POLICY

Noise must always be kept to a minimum so as not to disturb the enjoyment of others. The playing of music, singing or excessive noise that can be heard by us, other guests or our neighbours, outside of your accommodation after 10.00pm is not permitted. External or amplified music is not permitted without express written permission from us. We reserve the right to ask you to turn music down or keep general noise down at any time if we deem it to be excessive.

15. WIFI & INTERNET

Free Wi-Fi and broadband internet is provided for your reasonable use and may be subject to separate terms and conditions. You agree to reasonable and lawful usage of this service. We will not be liable for slow connections or for any interruptions to or the failure of this service.

16. DAMAGES & BREAKAGES

Although we would not charge you for the odd glass or plate, any damages or breakages will have to be paid for in full on demand within seven (7) days of notification in writing. You are legally bound to reimburse us for replacement, repair or extra cleaning costs on demand. We recommend that you have appropriate insurance in place to cover this.

We retain the right to make an additional charge for extra cleaning or laundry should the property not be left in a similar condition as at the beginning of your stay.

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

If you lose a key we will replace it upon you paying for the cutting of a new one.

17. LOSS OF VISITOR PROPERTY

Your vehicles and their accessories and contents, and any property and valuables you bring with you are left entirely at your own risk.

If you leave any property behind we will use reasonable endeavours to return it to you, although we reserve the right to charge you in advance for any reasonable postal or courier costs. We may dispose of any unclaimed property after six (6) months.

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

Credit or debit cards. Such a loss should be 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, the property or to the public; The police will be contacted immediately in such circumstances for advice.

18. 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.

19. RIGHT OF ENTRY

We shall be allowed the right of entry to the property at all reasonable times for purposes of inspection or to carry out any necessary repairs or maintenance.

PLEASE NOTE; Oakwood West Holidays hot tubs need to be monitored and maintained on a regular basis, we will check the water up to twice daily (Morning and evening) and will enter via the garden gate.

20. COMPLAINTS

Every effort has been made to ensure that you have an enjoyable stay. However, if you have any problem or cause for complaint, it is essential that you contact us immediately to give us the chance to resolve it. We value your custom and want you to return (and to recommend us to your friends!). We live on site, and will do our best to resolve any problem.

21. SERVICES

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

22. DATA PRIVACY STATEMENT

See our Privacy Policy

23. DRONES, NIGHT LANTERNS AND FIREWORKS

The use of drones is not allowed without our express written permission. Fireworks are expressly forbidden. Night lanterns are expressly forbidden as they are a fire hazard and can cause death or injury to local livestock.

24. BBQ'S, FIRE PITS AND WOOD STOVES

Instructions for use are provided in your holiday unit.

All properties have their own dedicated BBQ area. BBQs must not be used on the grass or decking or put inside a holiday unit.

Outdoor Fires are only permitted within the 'designated' fire location in either Lucky's stable (outdoor brick built chimney) or Fern Lodge (fire pit on stone). Small fires only.

Silhouette and Meadow do not have a fire pit.

The BBQs, Fire Pits and Wood Burning Stoves are to be used only as per the instructions provided with your holiday unit. If you are unsure how to use these facilities, please ask for us to demonstrate.

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.

25. PETS

We only allow dogs, and only when have they been booked in and paid for. First dog free, 2nd dog £25 per stay / per cottage entered. We allow a maximum of two (2) dogs per property.

Dogs must be house-trained, kept under proper control and not allowed on the furniture, and especially the beds, nor left unattended in the property. Dog hairs are to be removed from carpets and all dog waste collected and disposed of. Dog owners will be held responsible for any damage caused to the property, contents or garden by their dog and

for any extra cleaning required/including linen (usually at least £50). When out walking within the property grounds/estate, you must ensure that dogs are kept on a lead, dogs are to be exercised within the properties gardens or off site. Dogs must not be allowed to disturb livestock, deer or game birds.

We reserve the right to seek details of any dogs in advance and to refuse permission for them to be brought to the accommodation for any reason, including if they are considered unsuitable in character, size or behaviour, bark continuously, or are liable to be a nuisance or danger to us, our neighbours or other guests and to local wildlife and livestock.

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

The permitted properties 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 that your dogs 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 or their actions whilst at the property.

If you bring dog(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 permitted.

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.

26. VEHICLES

Vehicle movement on Site is discouraged between 11.30pm 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.

27. WASTE AND RECYCLING

Please dispose of your rubbish within a bin bag into the larger wheelie bins provided. The wheelie bins are labelled for their purpose as either; 'General waste' or Recycling' Please use the appropriate bin provided!

We encourage you to recycle your waste wherever possible. Full details of what is accepted in our bins is provided in the Welcome Pack for each property. If recycling facilities are unavailable on site then the site manager can advise on the nearest recycling centre.

We do not accept large waste items. You will need to take these home or to the local amenity tip.

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

28. DESCRIPTION OF PROPERTY

Whilst every care is taken to provide a true and accurate description of the property, over time, alterations may be made and some things may change. The holidaymaker accepts that no refunds are available for such discrepancies.

29. CONTRACT

Failure to observe these terms will be considered a breach of contract and the holidaymaker and his/her party may be refused admittance/asked to leave. In this instance we are under no obligation to find any alternative accommodation for you and no refunds will be made.

The owners reserve the right to refuse any booking.

30. HOT TUB TERMS OF USE

Our hot tubs are a great asset and can be a wonderful addition to your holiday, however they do carry risks so, for the safety and enjoyment of all, please familiarise yourself below.

It is the responsibility of all guests to enforce the rules of safety at our hot tubs. Use of the hot tubs are entirely at your own risk. You must abide by these rules at all times and we reserve the right to terminate use to anyone in breach of them.

RISK OF DROWNING

Non-swimmers and children must NEVER be left unattended. Leave the hot tub cover ON and SUPERVISE CHILDREN in and around the hot tub at all times.

CONDITIONS OF USE

SHOWER and use the toilet before entry

DO NOT use sun tan lotion or oils/sprays - it clogs the spa and makes it unhygienic

DO NOT exceed 40 degrees, **recommended temp 37.5**

DO NOT exceed 20 minutes soaking in tub at one time, **allow a cool down** period before re-entering

MAX OCCUPANCY 5 in Lucky, 4 in Silhouette, Fern and Meadow.

NO CHILDREN under the age of 5 (please see terms of children's use)

NO GLASS - please use plastic ones provided and no glass bottles outside, broken glass hurts!

NO FOOD, NO ELECTRICAL ITEMS, NO PHONES, NO PETS!

NO DIVING/JUMPING, NO FULL SUBMERSION - do not put your head under the water, it is unhygienic and dangerous

NO EXCESSIVE ALCOHOL, NO DRUGS

DO NOT USE in a thunderstorm, alone (2 person minimum), or if water cloudy/green etc, contact us to assess and rectify.

DO NOT turn the isolation switch off by fence as the hot tub's power needs to be turned on to carry out the cleaning cycles. This is only to be turned off in emergencies, contact management.

Further Notes on use:

TEMPERATURE

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

WE RECOMMEND USE at 37.5°C. At 39-40°C time spent in the hot tub can affect your inner organs and cause fever like conditions. **Limit use to 20 mins max** and cool off before re-entering.

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.

Instructions are displayed at the hot tub (on adjacent fence) and in your 'Welcome pack'.

CHILDREN

- Infants and Children **under 5 must NEVER use the hot tub**
- **Older children must be supervised** at all times and should **limit use to 15 mins** maximum and must not enter if the temperature is higher than 37°C
- Parents must warn children **not to allow water** into their mouths or put their head underwater as this may cause infection and illness and increase risk of drowning.
- **Never allow children to use the hot tub unsupervised** and when not in use, make sure the cover is on.

HEALTH CONSIDERATIONS

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.
- **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 under the influence of **alcohol** -The heat of the hot tub water speeds up the effects of alcohol and can cause sleepiness, dizziness and unconsciousness.
- **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

SAFETY

- **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.
- **Tie up long hair** to avoid risk of getting caught into the filter and pulled under.
- Take care when entering; **risk of slipping**
- Use immediately after a **heavy meal or heavy exercising is not advised** - can affect heart rate.

INJURY OR REACTION

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

In case of injury there is a First Aid kit located within each stable holiday let. The location is clearly marked with first aid signage.

31. FAULT OR DAMAGE

If the hot tub needs to be shut down and emptied due to misuse, this will incur a charge of up to £200.

Misuse can include allowing excessive sand and/or grass into the hot tub.

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 our holiday lets and using the hot tub you agree to abide by the terms of use.

You must read all the above terms of use and upon booking you agree to be bound by this contract.

Oakwood West Holidays
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