



## Devon Dens Terms and Conditions

Terms and Conditions for Devon Dens – TERMS AND CONDITIONS SPECIFIC TO ANY VOUCHERS OFFERED REGARDING COVID-19 CAN BE FOUND AT THE END

We have faith in the goodness of our guests - who are overwhelmingly wonderful - to take care of themselves and our property. We also try to offer a site that is as natural and free as possible, with very few rules. However, to protect us and you, please adhere to these terms and conditions during your stay with us. Failure to do so could result in being asked to leave without notice, or for re-imbursement for any damage caused. By paying your deposit, you are agreeing to the terms set out here.

In these terms and conditions the following terms have the following meanings:

**'Accommodation'** means the cabin shown in the confirmation invoice together with the Communal areas

**'Agreement'** means the agreement between Devon Dens and the Visitor for the holiday rental of Accommodation on these Terms and Conditions;

**'Devon Dens'** means Devon Dens whose place of business is at Germansweek, Beaworthy, Devon, EX21 5AL; and

**'Visitor'** means the person named on the confirmation invoice.

### 1. Agreement

1.1. The making of a booking (unless cancelled within 7 working days of receipt of the confirmation invoice) will form an agreement on these Terms and Conditions between the Visitor and Devon Dens for the holiday rental of the Accommodation.

1.2. Devon Dens permits the Visitor to occupy the Accommodation for the holiday period shown on the confirmation invoice together with the use of its contents.

1.3 The Visitor will be responsible for all payments and for any damage whether caused by the Visitor or his or her party and shall make his or her party fully aware of these terms and conditions.

1.4 The Visitor will be informed prior to, or on arrival, of the specific risks relating to the nature of the site, however the visitor is responsible for ensuring all members of the party are aware that it is, in all events, their own personal responsibility for their own safety including children and other dependants in their care

1.5 Specific to 1.4 the Visitor and their party shall exercise caution regarding the stream. All persons entering the stream do so at their own risk and are strongly advised to stay away from the stream during inclement weather. Devon Dens shall not be liable for any death, injury or illness or other loss caused by persons entering the stream.

### 2. Booking and Payment Terms

2.1. For bookings made 6 weeks or more in advance, the booking for a holiday will be effective when a deposit of 25% of the holiday price has been received by Devon Dens. Up to that time it will be a provisional booking, and provisional bookings are normally held for a maximum of 2 hours, unless discussed directly with the Owners. The full balance of the total holiday cost will be payable not later than 6 weeks before the holiday begins

2.2. For bookings made for a holiday less than 6 weeks away, full payment must be made at the time of booking \*\*

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### 3. Cancellation

3.1. If a visitor wishes to cancel a booking it must give Devon Dens notice in writing as soon as possible. On receipt of the written cancellation Devon Dens will endeavour to re-book the Accommodation for the holiday period and, if successful for the whole or part of the period, will refund the relevant proportion of the money recouped less £50 to cover office administration. If we fail to rebook the Accommodation then the balance of the holiday cost is payable on the due date.

3.2.1 If a visitor is unable to travel due to Covid-19 related travel restrictions in their or our area, Devon Dens will provide a credit for the equivalent amount paid for a future stay or a refund will be offered of all money paid less a £50 admin fee.

3.2.2 If a visitor is unable to travel due to ill health, **including a positive Covid-19 diagnosis**, then normal terms and conditions apply. **PLEASE NOTE – DIRECT BOOKINGS CAN PURCHASE [BOOKING PROTECT COVER WHICH WILL PROVIDE REFUNDS FOR CONFIRMED ILLNESS, INCLUDING COVID, AND, IN SOME CASES, THE NEED TO SELF ISOLATE. DEVON DENS STRONGLY RECOMMEND GUESTS TAKE OUT THIS COVER.](#)** Devon Dens will endeavour to re-sell the dates and **IF SUCCESSFUL**, will refund all money recouped less £50 admin fee.

3.2.3 If a visitor is unable to travel due to having to self-isolate for Covid-19 reasons, then normal terms and conditions apply. Devon Dens will endeavour to re-sell the dates and **IF SUCCESSFUL**, will refund all money recouped less £50 admin fee.

3.3. If, following a booking, the full balance is not paid on time, Devon Dens shall notify the Visitor. If, after 30 days from the date on which full payment is due, full payment has not been received by Devon Dens then it may cancel the holiday booking and the above cancellation charges will apply and the Visitor remains liable for 100% of the holiday cost.

### 4. Right to Refuse/Alter

4.1. Devon Dens may, at its discretion, refuse any booking.

4.2. Devon Dens may cancel or alter arrangements made for the Visitor whether before or during the holiday period provided that such cancellation or alteration is necessary: (a) due to circumstances beyond the reasonable control of Devon Dens; (b) due to the sale of the property; or (c) to perform or complete essential remedial or refurbishment works.

4.3. If a booking is altered or cancelled by Devon Dens it will take reasonable steps to offer a suitable alternative booking. If Devon Dens is not able to offer such an alternative or the Visitor does not accept the alternative offered, Devon Dens will return to the Visitor the relevant proportion of the money paid by the Visitor in respect of the Accommodation and will not otherwise be liable for any loss caused by such alteration or cancellation.

### 5. Change of Booking

5.1. Transferred bookings are not normally permitted e.g. a transfer from one cabin to another, a change in the Visitor or a transfer from one date to another.

5.2. Devon Dens may, at its discretion, accept transferred bookings subject to payment of a fee of £35.00. However, bookings will not normally be accepted within two months of the Visitor's holiday, or from one calendar year to another.

### 6. Maximum Numbers of Visitors

6.1. Occupation must be limited to the maximum number of persons for the Accommodation stated on the Devon Dens website, in the available beds only.

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## 7. Services

7.1. Visitors must comply with the instructions found in the digital guidebook sent to all guests prior to their stay regarding the stoves within the Accommodation.

7.2 Devon Dens is run as an off-grid site and is reliant on solar for lighting and other appliances. The Visitor's are responsible for conserving energy regarding these services and Devon Dens will not be liable should power be drained, resulting in lights going out and / or appliances not working. If guests use unnecessary amounts of power which results in the generator needing to be operated, guests could incur a cost for the extra diesel and time spent facilitating this.

7.3 The Visitor's shall operate all equipment in line with information provided. Failure to do this could result in costs being incurred to repair equipment.

7.4 The Visitor's shall adhere to the ethos of Devon Dens regarding waste, recycling and environmental policy, as laid out in the welcome pack.

7.5 The Visitor shall not enter the pond or reed bed system, nor shall allow any member of his or her party to do so. Devon Dens is not liable for any injury or illness caused due to entering the stream.

## 8. Liability and Loss of Visitor Property

8.1. Devon Dens will not be liable for any loss of property or any other loss or damage caused by it or its agents or contractors:

- a) unless it has breached a legal duty of care owed to, or contractual term for the benefit of, the claiming party;
- b) where such loss or damage is not a reasonably foreseeable result of any such breach; or
- c) where such loss or damage results from a breach by the claiming party of any duty of care owed to, or contractual term for the benefit of, Devon Dens

## 9. Dogs

9.1. A maximum number of 2 well behaved dogs in each cabin are allowed on the condition that:

- a) the Visitor must bring a dog bed;
- b) they must not be left in the cabin unattended;
- c) they are treated for fleas before arrival;
- d) they are kept under control in our grounds;
- e) you immediately clean up after your dogs;
- f) they are not allowed on the furniture;
- g) they are not allowed to enter the pond or reed bed to prevent damage to the pond lining, wildlife and / or injury illness to the animal.

A charge of £20 is payable for one dog and £30 for two

9.2. Assistance dogs are permitted in the Accommodation, however the Visitor must notify Devon Dens of the intended presence of any assistance dogs prior to booking.

## 10. Right of Entry

10.1. As with any accommodation, there is on occasion a need for ongoing and occasionally unforeseen work in any Accommodation. Devon Dens and its contractors may enter the Accommodation at any reasonable time for reasonable cause. This includes the need to undertake inspections and audits necessary to operate the business, the undertaking of unforeseen (internal and external) remedial repairs.

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10.2. Devon Dens will give the Visitor reasonable notice of such requirements, and aims to restrict the working hours of our contractors to between the hours of 10.00 – 15.30. If this is not possible Devon Dens will offer you reasonable compensation for any foreseeable inconvenience or loss of enjoyment caused on that day.

## **11. Visitor Obligations**

11.1. The Visitor will be responsible for all payments and for any damage whether caused by the Visitor or his or her party. The Visitor agrees to make his or her party aware of these terms and conditions.

11.2. The Visitor agrees to keep and leave the Accommodation and its contents in the same state of repair and condition, and in a clean and tidy state as at the commencement of the booking period (reasonable wear and tear excepted).

11.3. The Visitor must allow Devon Dens and/or its agents to enter the Accommodation to inspect the state of it, on reasonable notice, except in emergency when immediate access must be granted.

11.4. The Visitor must not use the Accommodation or allow its use for any dangerous, offensive, noisy, illegal or immoral activities or carry on there any act that may be a nuisance or annoyance to Devon Dens or to any neighbours.

11.5. Smoking is not permitted in any part of the Accommodation and the Visitor and any member of his or her party agrees not to smoke inside the Accommodation.

11.6 Visitors are responsible for having travel insurance which Devon Dens **strongly advise** they take out.

## **12. Damages and Security Charge**

12.1. Visitors MUST hold relevant insurance for accidental damage and personal liability.

12.2. If on arrival at the Accommodation you discover that anything is missing or damaged then this must be reported to Devon Dens immediately otherwise it will be presumed that the damage/loss was caused by the Visitor and a charge will be made.

## **13. Occupation**

13.1. The Agreement is personal to the Visitor. The Visitor must not use the Accommodation except for the purpose of a holiday by the Visitor and the Visitor's party during the holiday period, and not for any other purpose or longer period.

## **14. Water Supply**

14.1. Devon Dens cannot accept responsibility for a shortage of water at the Accommodation where this is as a result of a drought or for any other reason outside of Devon Dens reasonable control.

## **15. Comments/Complaints**

15.1. Every reasonable care will be taken to ensure that the Accommodation is presented to visitors to a high standard. Should the Visitor find on arrival that there is a problem, or cause for complaint, the Visitor should immediately contact Devon Dens.

15.2. Devon Dens is committed to ensuring that any problems or complaints the Visitor may have whilst at the Accommodation are resolved efficiently and promptly, but as such must be given the opportunity to do so. Any refusal to notify Devon Dens or refusal of reasonable rectification may affect the Visitor's right to compensation or repayment.

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15.3 Visitors must formally confirm any unresolved complaint in writing to Devon Dens within 28 days of return from holiday.



## **16. Arrival and Departure Times**

16.1. The Visitor and his or her party must arrive after the earliest arrival time of 4pm and at the estimated time as discussed in correspondence with Devon Dens prior to arrival. The Visitor will alert Devon Dens of any change of plans to this arrival time, or delays in arriving. The Visitor will depart before the departure time (10am on the last day of the holiday period). Any stay that extends over this period will be subject to a charge being made for additional days.

16.2. The Visitor will be issued with a set of keys to the Accommodation on the first day of the holiday period and the Visitor must return them on the last day of the holiday period or the date of departure, if earlier. Failure to do so will incur the cost of a replacement set.

## **17. Right to Evict**

17.1. Devon Dens may terminate the Agreement on notice, and in such case the Visitor and his or her party must leave the Accommodation, (without compensation being payable to the Visitor or any member of his or her party) if: this is deemed necessary by Devon Dens where there is a serious breach by the Visitor of the Agreement or the Visitor's or his or her party's behaviour endangers the safety of other visitors or members of staff; or any complaints are made of anti-social behaviour or unreasonable breakages or damage occurs or smoking restrictions are not observed.

## **18. Governing Law**

18.1. The construction, validity and performance of the Agreement shall be governed by the law of England and Wales, and both parties submit to the non-exclusive jurisdiction of the UK Courts.

## **19. Vouchers created for Covid-19**

19.1. Devon Dens accepts no liability for holidays unable to be taken during the Covid-19

19.2. Devon Dens will offer as a goodwill gesture a voucher to the value of balances paid prior to guests being unable to visit

19.3. The voucher can be used anytime until December 31<sup>st</sup> 2022

19.4. If the voucher has a value which practically allows, the voucher can be used for shorter breaks. The guest must contact the owner directly to arrange this

19.5. If a guest has used the voucher to re-book and is then unable to travel due to further lockdowns, Devon Dens cannot offer another credit.

19.6. For all stays booked with a voucher our standard terms and conditions apply.

## **20. Covid-19 regulations**

20.1. If a guest suspects they have symptoms of Covid-19, they must inform Devon Dens and return home immediately. If this is not possible, and they remain at the site, they will incur all related costs – of any cancellations regarding following bookings; of other guests on site who will need to depart; of deep cleaning that will take place

20.2. Devon Dens will, with the resources available to them, follow all government guidelines regarding cleaning, guest and staff well being

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20.3. Devon Dens will not be held responsible for guests suspecting they have contracted Covid-19 during a stay and any illness which may follow



These terms and conditions were updated on 15<sup>th</sup> January 2021

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