

Broomlands- The Boathouse – Terms & Conditions & Privacy Policy

1. Bookings and Payments

The dates of your booking will be held upon payment of a non-refundable deposit of 25% or payment in full. Any booking less than 8 weeks in advance of your check in date must be paid in full immediately.

On receipt of the deposit, a booking confirmation will be sent to you within 24 hours, containing the details of your stay and of payments made and due. If you have not received your booking confirmation within the specified time, please notify us as soon as possible. We're sorry for any inconvenience, but payments can only be made by bank transfer.

Where a deposit has been paid, full balance payment will be due 8 weeks in advance of your check in date and a reminder will be sent to you two weeks prior to this date, where applicable, by email. If you are unable to pay the balance before the stated due date, you will forfeit your deposit and your booking will be cancelled.

Broomlands only accepts bookings from persons over 18 years of age. Broomlands reserves the right, at all times, without statement of reasons, to refuse a booking.

A booking contract shall only arise when your booking is confirmed in writing via a letter of confirmation sent to you by post or email.

2. Prices

The prices featured on the website are not binding; Broomlands reserves the right to modify these prices. At the time of booking you will be informed of the prices applicable. The price stated on the confirmation invoice is binding.

3. Rental of 'The Boathouse'

The following is included in the rental price: - Rental of 'The Boathouse'. - Use of water, electricity, gas and wood. –Continental Breakfast delivered to your door. – Tea & Coffee making facilities. – VAT according to the guidelines of the VAT-administration.

We expect respect of 'The Boathouse', Broomlands and surrounding facilities. No litter and contact with wildlife. Swans and fish are wild animals they should not be interfered with and we will not accept any responsibility.

4. Arrival Time

Our check in time is between 3 – 6pm, we do understand that sometimes this may be inconvenient, or events occur to make this very difficult. Please notify us 1 week before your booking if a booking time outside of this is required.

5. Cancellations

Cancellation by you at any time will result in your deposit being forfeited, as all deposits are non-refundable. All monies paid for a holiday (deposit and balance) are non-refundable within 8 weeks before check in date.

Cancellation of any holiday after it has been paid in full and at a date 8 weeks or more in advance of your check in date, will result in forfeiture of your deposit (or an amount equivalent where one was not paid as the holiday was paid in full) and the balance being returned to you.

6. Day visitors

In principle, it is permitted to receive visitors during your stay at The Boathouse. These visitors must be prior approved, and details registered with the owners. No guests are to have visitors to stay overnight, and we maintain the right to refuse guests.

7. Pets

No pets are allowed.

8. Guest Behaviour - The holiday; guest conditions of occupancy and conduct

The Guests have the right to occupy the Property for the paid for holiday period only (within the meaning of Schedule 1 Paragraph 9 of the Housing Act 1988).

Guests undertake to behave in a proper, appropriate and legal manner with due respect to the Owner, the Property and other guests and their property. If any guest behaves inappropriately or improperly (of which the Owner will be the final judge on their Property), or illegally, the Owner reserves the right to ask the guest and their party (at their discretion) to leave the Property before the end of the holiday period. Any refund for so doing will be at the entire discretion of the Owner. In addition, the Owner reserves the right to sue the guest for any loss, damage or injury caused to the Owner, the Property or to other guests and/or their property.

9. Breach of Booking Conditions

If there is a breach of any of these conditions by the Guest or any of their party, the Owners reserve the right to re-enter the Property and end the holiday and ask the Guest and their party to leave in addition to their other rights specified in these Booking Conditions. Ending the Holiday by the Owners or the Guests does not affect that party's other rights and remedies.

10. Governing Law and Jurisdiction

Any dispute will be governed by the non-exclusive law and jurisdiction of the English Courts.

11. Authority to Sign – the person who receives the Booking Form certifies that:

- he or she is authorised to agree the Booking Conditions on behalf of all persons included in the Booking Form, including those substituted or added at a later date;
- the signatory is over eighteen years of age;
- they agree to take responsibility for the party occupying the Property, and to notify the Owners if they are not a member of the holiday party.

12. Nothing in these conditions excludes or limits the liability of the Owners:

- for death or personal injury caused by the Owners negligence.
- for any matter which it would be illegal for the Owners to exclude or attempt to exclude their liability.

13. The use of swimming pools, lakes, climbing trees and any other activity on the Owners land is the responsibility of the Guest and is done so at their own risk.

14. Assumption of Risks

You will be staying on a working farm with live animals and potentially dangerous farm equipment amongst other hazards. Whilst we take great care to keep you safe, accidents can happen and we are not held responsible for such accidents (to the greatest extent permitted by law). It is your responsibility to supervise any children. If you notice that any equipment looks faulty and/or unsafe you must inform the farmer as soon as possible. We strongly recommend that you take out travel insurance against the risk of accidents and your stay being cut short. You are also located next to a 12 acre lake, we do not permit access into/onto the lake, if an accident does happen we are not held responsible (to the greatest extent permitted by law).

15. Liability

Broomlands accepts no liability for theft, loss or damage, of whatever nature, during or as a result of a stay at The Boathouse.

- falling into defect or putting out of action of technical equipment and loss or closure of supplies at Broomlands

- the tenant and those who accompany him or her, are jointly and severally responsible for all loss and/or damage which

arises, for Broomlands and, or any third party as a direct or an indirect consequence of their stay, irrespective of

whether this was caused through actions or refraining from actions by themselves or by third parties, who are at 'The Boathouse' their making, as well as of all damage which is caused by any animal and/or matter which they have under their responsibility.

16. Force majeure

Force majeure on the side of The Boathouse exists if the implementation of the agreement is entirely or partially,

temporarily or permanently, prevented due to circumstances which are beyond the control of Broomlands including threat of war, staff strikes, blockades, fire, floods and other disruptions or events.

17. Complaints

Despite all the care of Broomlands it could occur that you have a genuine complaint. You must take up this complaint with the owner immediately, in order to allow us to solve the matter as soon as possible. Should the complaint not be settled to your satisfaction, then you have the option, up to 14 days after your departure to submit the complaint in writing or by email to the owners, Broomlands.

18. Validity clause

In the event that a court finds that a condition in these Booking Conditions is illegal or void, the illegal or void provision will be severed from the remainder of the Booking Conditions, which will continue to be valid and have full force and

effect.

Privacy Policy

BROOMLANDS BOATHOUSE PRIVACY POLICY

This privacy policy sets out how Broomlands Boathouse uses and protects any information that you give Broomlands Boathouse when you use this website, interact with us on Social Media Platforms and/or place a booking with us either direct or through a third party agent.

Broomlands Boathouse is committed to ensuring that your privacy is protected. Should we ask you to provide certain information by which you can be identified, then you can be assured that it will only be used in accordance with this privacy statement.

This policy is effective 01/04/2021, it will be reviewed periodically and re-published to our website with any changes.

INFORMATION WE MAY COLLECT

We may collect the following information:

- Full name and that of your guest
- contact information including email address and telephone number
- demographic information such as hometown and postcode, we will also identify that you are over 18 years old (as per our T's & C's you must be over 18 to place a booking)
- Any bank reference which is supplied when fulfilling payment for your stay at Broomlands Boathouse
- information about your preferences and interests, including if you are attending Broomlands Boathouse for a special occasion and/or any known allergies.
- other information relevant to customer surveys and/or offers including whether you sign up for any direct marketing from Broomlands Boathouse

WHAT WE DO WITH THE INFORMATION WE GATHER?

We require this information to understand your needs and provide you with a better service, and in particular for the following reasons:

- In order to process your booking, liaise with you regarding your booking and fulfil any special requirements
- Internal record keeping
- We may use the information to improve our products and services

- We may periodically send promotional emails about new products, special offers or other information which we think you may find interesting using the email address which you have provided. If at any time you wish to opt out of this please contact us boathouse@broomlands.co
- From time to time, we may also use your information to contact you for market research purposes. We may contact you by email, phone or post. We may use the information to customise the website according to your interests
- If required by the police or Border Control Authorities
- If you have kindly provided a review or photographs from your stay, with your permission we may use these for advertising purposes on our website and through our social media platforms.

SECURITY

We are committed to ensuring that your information is secure. In order to prevent unauthorised access or disclosure, we have put in place suitable physical, electronic and managerial procedures to safeguard and secure the information we collect online. This includes using only our specific email account boathouse@broomlands.co which is password protected, our website back-end is also only accessed using a password protected system, our computer used to access all booking forms is also password protected and we store all hard copies of booking information in a locked office.

LINKS TO OTHER WEBSITES

Our website may contain links to other websites of interest. However, once you have used these links to leave our site, you should note that we do not have any control over that other website. Therefore, we cannot be responsible for the protection and privacy of any information which you provide whilst visiting such sites and such sites are not governed by this privacy statement. You should exercise caution and look at the privacy statement applicable to the website in question.

CONTROLLING YOUR PERSONAL INFORMATION

You may choose to restrict the collection or use of your personal information in the following ways:

- if you have previously agreed to us using your personal information for direct marketing purposes, you may change your mind at any time by writing to or emailing us at boathouse@broomlands.co

We will not sell, distribute or lease your personal information to third parties unless we have your permission or are required by law to do so. We may use your personal information to send you promotional information about third parties which we think you may find interesting if you tell us that you wish this to happen.

You may request details of personal information which we hold about you under the Data Protection Act 1998. If you would like a copy of the information held on you please email boathouse@broomlands.co.

If you believe that any information we are holding on you is incorrect or incomplete, please email us as soon as possible, at the above address. We will promptly correct any information found to be incorrect.

GENERAL DATA PROTECTION REGULATION (GDPR)

GDPR PRINCIPLES

Under GDPR, all personal data obtained and held by us must be processed according to a set of core principles. In accordance with these principles, we will ensure that:

- a) processing is fair, lawful and transparent
- b) data is collected for specific and legitimate purposes
- c) data collected is adequate, relevant and limited to what is necessary for the purposes of processing
- d) data is kept accurate and up to date. Data which is found to be inaccurate will be rectified or erased without delay
- e) data is not kept for longer than is necessary for its given purpose
- f) data is processed in a manner that ensures appropriate security of personal data including protection against unauthorised or unlawful processing, accidental loss, destruction or damage by using appropriate technical or organisation measures.

OUR LAWFUL BASIS FOR PROCESSING YOUR GENERAL PERSONAL DATA

Consent of the Data Subject

We need your consent to make you aware of special offers by either post, email or by telephone. Consent is requested when you contact us via the contact form in our contact page.

Processing necessary for the performance of a contract with the data subject or to take steps to enter into a contract

When we take your order by telephone, website contact form or email and ask you for all the personal data required, this is so we can enter into a contract with you the customer, this contract being the exchange of goods and services in the return for payment. We need all the personal data explained with this privacy notice for the exchange of goods and services.

YOUR RIGHTS AND YOUR PERSONAL DATA

Unless subject to an exemption under the GDPR, you have the following rights with respect to your personal data:

- The right to request a copy of the personal data which we hold about you;
- The right to request that we correct any personal data if it is found to be inaccurate or out of date;
- The right to request your personal data is erased where it is no longer necessary to retain such data;
- The right to request that we provide you with your personal data and where possible, to transmit that data directly to another data controller, (known as the right to data portability), (where applicable i.e. where the processing is based on consent or is necessary for the performance of a contract with the data subject and where the data controller processes the data by automated means);
- The right, where there is a dispute in relation to the accuracy or processing of your personal data, to request a restriction is placed on further processing;
- The right to object to the processing of personal data, (where applicable i.e. where processing is based on legitimate interests (or the performance of a task in the public interest/exercise of official authority); direct marketing and processing for the purposes of scientific/historical research and statistics).

HOW TO REQUEST INFORMATION OR TO MAKE A COMPLAINT

Should you wish to request which information we hold on your company, to amend any data that we hold on your company or to make a complaint, please email boathouse@broomlands.co or telephone 07725 838048 and we will act upon you request immediately.

Kate Leeson

1st April 2021

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