## **Terms & Conditions**

We are a small and personal Glamping Park and want to keep it as somewhere people can come and enjoy the beautiful surroundings in a relaxing atmosphere.

Booking-in is from 5.30pm to 7pm (or later by prior arrangement) on the day of arrival. Booking-out is no later than 9.30am on the day of departure. Guests are welcome to arrive earlier and park in the Glamping Park car park, to go for a walk before booking-in.

**Booking confirmation and deposit:** Bookings will be confirmed upon receipt of a deposit payment, calculated at 50% of the total cost of your holiday. In the event of a cancellation this deposit is **non-refundable**. For bookings made within eight weeks of the start of the holiday, you are required to pay the full amount before your booking will be confirmed.

**Payment of Balance:** The remaining balance is due no later than eight weeks before the start of your holiday. For bookings made within eight weeks of the start of the holiday, you are required to pay the full amount before the booking is confirmed.

A refundable security deposit of £150 is payable on booking. This will be refunded on Pod inspection within 2 days of check-out subject to there being no breakages, damages or missing items. This refundable security deposit is payable <u>in addition</u> to the non-refundable booking deposit and is payable on payment of the booking fee.

Group bookings are welcome for walking, cycling, etc clubs. Sorry no Hen or Stag parties.

Guests must be 18 years & over. Maximum of 2 guests per Pod. Minimum of 3 nights stay.

We are happy for you to invite up to 2 visitors to join you at your Pod. All visitors invited by guests are deemed by Otter Pods Glamping Park to be bound by these Terms & Conditions and consequently to have agreed to the same. All visitors must leave the Park by 10.30pm.

**Cancellation:** Providing written notice of cancellation is received not less than eight weeks before the start of the holiday you will not be liable to pay any outstanding balance but will result in your deposit being forfeited, as all deposits are non-refundable. However, if cancellation is notified within eight weeks of the holiday commencement date, you will be liable to pay the full balance. Notification should be made in the first instance by email to stay@otterpodsglampingpark.co.uk.

We recommend that you take out travel insurance to cover you for your total stay, including cancellation cover.

There will be no refunds given for early departure for any reason whatsoever.

If you do not abide by our rules you may be asked to leave and no refunds will be given. For full details please see our Terms & Conditions.

Otter Pods Glamping Park reserves the right to cancel a holiday at short notice if we are unable to provide safe accommodation due to extreme conditions, ill health, fire or any other extenuating circumstance or instance beyond our control. Under such unlikely circumstances you will be offered the opportunity to reschedule your break or be refunded in full. Otter Pods Glamping Park cannot accept liability or responsibility for any loss, including consequential loss caused by cancellation.

Quiet hours are between 10:30pm and 7:00am. Music players/radios must be kept to a reasonable volume and switched off by 10:30pm. Please respect your fellow guests by keeping noise levels to a minimum after this time.

The main Park gates are shut during the night, for security reasons. The time for closure of the gates will vary depending on the time of year. We will advise you on your arrival at the Park as to what time the gates will be closed. Please advise us if you anticipate that you will be arriving back at the Park later than the gate closure time and we will make sure they are kept open for you.

We pride ourselves on being approachable and friendly with high standards of customer service so please give us the opportunity to fix things during your stay if there are any issues; we cannot resolve problems after you have gone. We are usually around on the site and there is someone in the Reception Pod or site office from 9am to 7pm.

If you have any problems with your accommodation during your stay, please come and tell us and we will do our best to resolve them. Please let us know of any damage, breakages or maintenance issues that you come across.

In case of emergency or to report a problem you can contact us on **07496 149 153** 24 hours a day.

Your Pod will be thoroughly cleaned prior to your arrival and your bed made with fresh bed linen and clean towels in the bathroom. Cleaning during your stay is not included. Pods must be left as clean and tidy as when you found them, and cleaning products will be left for your use, in the kitchen under sink cupboard. This includes the shower room, hob, microwave, sink area, crockery, cutlery, pans, utensils, and barbecue equipment. All items must be dried and put away.

There is a small bin, for convenience, inside your Pod, as well as recycling, food and general waste bins which can be found in the timber boxes at the rear of each Pod and these will be emptied by us. Please do not leave food/waste out either inside or outside of your Pod.

Guests who leave a mess will be charged a £50 cleaning fee deducted from the security deposit before refund.

Please take care of the area around your Pod and leave it as you would wish to find it.

To look after our Pods we do not allow guests to wear footwear inside. Boot boxes are provided at the front of the Pod to protect all footwear left outside.

You are welcome to bring your bicycles to the Glamping Park but you <u>must not</u> put them in your Pod. The Glamping Park is very secure but there are also tie points on the Pods, where you can chain your bicycle to your Pod or they can be left in the site Bike Shed if desired.

When leaving your Pod, please make sure all windows are shut and turn down the electric heater to a maximum of 15°, which will be more than sufficient to keep your Pod warm, if left on.

No smoking (including e-cigarettes and vaping) is permitted in any of the Pods.

An inventory is provided listing all items in the Pod and outdoor equipment for your sole use, during your stay, which you should check on arrival. Guests should not remove any item from the property. You are liable for any items found broken or missing and the cost of these items will be deducted from your security deposit. Guests agree to inform the owners of any damage or loss however caused. Otter Pods Glamping Park reserves the right to enter your Pod for inspection at any time.

If your accommodation, internal or outdoor equipment is left in an unsatisfactory condition or damaged, you will be charged appropriate costs from your security deposit. Missing or broken items not paid for before guestsqdeparture will be charged. If the replacement or repair cost exceeds the £150 security deposit you agree to pay the balance. An invoice will be provided by ourselves or from an authorised repairer/supplier of our choice (where appropriate), which must be paid within 28 days.

#### BBQS:

Each Pod has a BBQ for your own private use. BBQ fuel is supplied for your use (in outside wooden storage box), including 1 x bag of 5kg BBQ briquettes, 2 x lumpwood starter packs & wood kindling. BBQ equipment, such as cooking utensils, BBQ lighter, saucepan, tin foil, etc, is also supplied for your use.

**Please note:** Only use fuel supplied by us on our BBQs. If you require further fuel this can be purchased @ £12 for the same amount of fuel as provided above. This is to ensure the correct materials are used.

For safety and insurance reasons, no portable or disposable BBQs or other cooking equipment/stoves or wood burning stoves/heaters are allowed in or outside of the Pods or Park. Open fires are not allowed, except as provided by our own fire pits, in the Glamping Park Garden (please see details below).

Only equipment and fuel supplied by Otter Pods Glamping Park can be used on the Glamping Park.

Please do not use your BBQ as an open fire, as they are not suitable to be used in this way.

Please do not leave your BBQ unattended whilst lit.

Please do not tether your dog to the BBQ or leave your dog by the BBQ, whilst lit, unattended.

In the event of any issue whilst using the BBQ, please ring us immediately on the Glamping Park mobile number **07496 149 153**.

### **SHARED ON SITE FACILITIES:**

# Laundry:

The Laundry is located at the back of the Reception Pod.

A washing machine, tumble dryer, ironing board & iron are provided for your use, if you wish.

The washing machine and tumble dryer operate via pre-pay meters at a cost of £1.00 per hour each, including a 2in1 washing + fabric conditioner tablet supplied for the washing machine and a tumble dryer sheet supplied for the tumble dryer, which are both in the wooden box on the shelf in the Laundry.

# **Outside Dog Washing Area:**

There is a dog washing area outside the rear of the Reception Pod, with hot & cold taps, shower head fitting and bucket. There are dog towels on the shelves in the Laundry (dark grey towels) and please place any used towels in the wet dog towels bin in The Dog House.

### **FIRE PITS:**

Two fire pit areas are available in the Glamping Park Garden for use by guests, free of charge. Please note the instructions and terms of use for these fire pits, are as follows:-

- There is a wood store, for each fire pit, in the garden, stocked with kindling, fire wood, firelighters and lighter. Please use these lighting materials for the fire pits only. Please do not use the BBQ lighting materials on the fire pits. Only fuel supplied by us can be used for the fire pits. Please put empty wood sacks back in the wood store.
- Marshmallow skewers are provided, in a tin, in the wood stores, for your use also.
- Please put the loose fire pit cover away in the wood store, when removed for use, to prevent it from being damaged or blowing away in the wind!
- The person responsible for lighting the fire pit, is the person responsible for making sure it is extinguished before leaving the garden. There is a sand bucket by each fire pit and a tap and bucket in the garden also for extinguishing purposes. Please **DO NOT** dispose of any burnt/waste material from the Fire Pits in the general park bins. Any burnt/waste material should only be disposed of in the ASHqgalvanised dustbins provided beside each of the Fire Pits.
- INCORRECTLY DISPOSED OF MATERIAL FROM THE FIRE PITS COULD LEAD TO FIRE.
- There is a fire extinguisher and a fire blanket in each of the wood stores <u>but these</u> are only to be used in the event of an emergency, not for normal extinguishing of the fire pit. Please notify us immediately, on the Glamping Park mobile number 07496 149 153, should an event have occurred which necessitated the use of either the fire extinguisher or fire blanket.
- Please make sure the fire pit is fully extinguished and cool before replacing the lid on the fire pit.
- Please do not leave the fire pit unattended, once lit, until it has been extinguished after use.
- Please do not leave your dog unattended by a lit fire pit.
- Please do not touch the outside of the fire pit while it is in use or directly after use as it may still be hot.
- In the event of any issue whilst using the fire pit, please ring us immediately on the Glamping Park mobile number **07496 149 153**.

# The Dog House:

This is our new dog washing and drying facility that we provide for our dog friendly Pods.

The lights will automatically come on when you open the door to the room. Please do not touch/switch off the lights at the light switch. they will automatically switch off, after you have left the building and closed the door.

The dog shower and dog hairdryer operate via a pre-pay meter at a cost of £1.00 per hour, including dog shampoo which can be found on the shelf above the shower. There are also dog towels provided on the shelf above the sink and all wet towels should be left in the bin provided.

Please leave the room clean & tidy and the floor dry. Please make sure you close the door securely when you leave the room.

No liability is taken by Otter Pods Glamping Park for any injury or loss to either you or your dog by using these facilities.

# The Drying Room:

This is our new drying room facility which we provide to our guests, free of charge, for drying those larger items or items that cannot be dried in the tumble dryer, such as wet suits, wet weather clothing, coats or dog coats.

You can either hang your items up in the room on the pegs or hang them on the Drysoon radiator, which you can switch on to heat-up. Please only put items that are suitable on the Drysoon. **PLEASE DO NOT PUT WET SUITS ON THE DRYSOON**. Once your items are dry, please switch the Drysoon off.

# The Cool Cupboard:

This is a new facility for our guests, provided free of charge, to provide extra freezer storage for food, ice cubes and ice packs during your stay. Each of our Pods has its own freezer compartment for your use and you will find already in there 4 x ice blocks for use in your Pods cool boxes and also an ice cube bag for your drinks, etc. Please rotate your cool box ice packs as necessary during your stay. We will keep the ice cube bags topped-up but if you require any further bags, please let us know.

### The Bike Shed:

This new facility for our guests, is provided free of charge, for safe storage of your bike during your stay. You should use your own bike locking device to secure it to the rack provided.

No liability is taken by Otter Pods Glamping Park for any loss of, or damage to, guests' personal belongings when using the above shared facilities or if left in any of the above areas. No liability is taken by Otter Pods Glamping Park for any injury to guests by using these facilities.

You may only use the equipment supplied by us, in or outside of the Pods or on the Park.

We take our Health and Safety responsibilities very seriously and ask visitors to respect our safety rules and make themselves aware of the surroundings during daylight hours.

The Emergency Fire Assembly Point is located in the main car park and denoted by the appropriate sign, which is also marked on our Site Plan included within your Pod Information Pack.

Guests are asked politely not to enter the areas marked with No Entryqsigns, for their own safety.

No liability or responsibility will be acknowledged or accepted by Otter Pods Glamping Park for any loss, damage or injury incurred due to the inappropriate use of any structure or equipment on any part of Otter Pods Glamping Park or due to the unauthorised entry of those areas marked No Entryq

We accept no liability or responsibility for any loss or damage that may occur to your property or car whilst on site.

Please note that a number of our Pods are also available to guests wishing to bring their dogs on holiday with them. If you suffer from an animal allergy you **should not** book one of these pet friendly Pods. Otter Pods Glamping Park does not accept any liability for any medical condition arising from a guest booking one of these pet friendly Pods in this instance.

Please also note that due to these Pods being self-catering accommodation, we cannot control the food products which guests bring into the Pods and use both inside and on the outside BBQs & picnic areas. Consequently Otter Pods Glamping Park does not accept any liability for any medical condition arising from a guest suffering any kind of food allergy reaction in this instance.

There will be no refunds given for early departure for any reason whatsoever.

Guests have the right to occupy the Property for the paid for holiday period only. 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. In this instance, no refunds will be given. 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.

No liability is accepted by Otter Pods Glamping Park for any loss or damage of property or cars caused by another guest.

## **Dog Friendly Holidays - Terms & Conditions:**

- Maximum of 1 large dog or 2 small dogs per Pod.
- Keep your dog on its lead at all times whilst on the Park.
- Do not leave your dog unattended in or outside the Pod at any time.
- Clean-up your doggs waste and dispose of in the dog bin on site.
- Do not allow your dog on the Pod furniture. Evidence of this taking place will result in an immediate forfeiture of your £150 security deposit.
- Clean your dog before allowing in Pod/dog cleaning facilities are available on site.

Any damage caused by your dog to either the Pod, Pod furniture/contents, outdoor equipment or Park will result in any cost of reparation for such damage being deducted from your £150 security deposit and, if greater, being invoiced to you accordingly. Payment term of such invoice is 28 days from date of invoice.

# Try Before You Buy Scheme - Terms & Conditions:

- Maximum 2 nights stay.
- ❖ Mid-week stays only/Tuesday to Thursday nights (where available) only.
- Discount for stay will only be applied on payment of the final instalment for the purchase of your Otter Pod.

#### WiFi - Terms & Conditions:

Free WiFi is provided on the Glamping Park. The login/password details can be found in your Podos Information Pack. You will be asked, at the time of logging into this service, to accept Otter Pods Glamping Parkos WiFi Terms & Conditions of Use, which are as follows:-

Otter Pods Glamping Park Wireless Internet Access Acceptable Use Policy

## Scope

This Acceptable Use Policy ("Policy") covers all the Sandgate Developments Ltd companies, whose registered office is at 26-28 Southernhay East, Exeter, Devon, EX1 1NS, including Otter Pods Glamping Park.

The Policy applies to all users of our WiFi wireless communication services and to all our internet related services (together the "Services"). The restrictions included in this Policy are in addition to any other restrictions included in our terms and conditions, our Fair Use Policy and our Privacy Policy. Your use of our Services means that you accept, and agree to abide by the terms and policies referred to above (including this Policy).

The wireless network is provided "as is" without warranties of any kind, either expressed or implied.

### **Prohibited Uses**

You may use our Services only for lawful purposes. You may not use our Services, without limitation:

To do anything that includes storing, sending or distributing: any content or material which is restricted, prohibited or otherwise unlawful under any applicable law (or which is likely to be), including material and/or content which defames, harasses, threatens, abuses, menaces, offends, violates the privacy of, or incites violence or hatred against, any person or class of

persons, or which could give rise to civil or criminal proceedings (or encourages conduct that would constitute a criminal offence or give rise to civil liability); confidential information, copyright material, trademarks, trade secrets or other content which is subject to third party intellectual property rights, unless you have a lawful right to do so, or that in any way breaches a third party agreement (including but not limited to a non-disclosure agreement) or obligation; any content or material, which interferes with other users of any of our Services (or may do so) or restricts or hinders any person from accessing, using or enjoying the internet, our Services, our network or systems (or the networks or systems of our suppliers);

To do any other act or thing which is unlawful, illegal, fraudulent (or has any unlawful or fraudulent purpose or effect) or is otherwise prohibited under any applicable law or which is in breach of any code, standard or content requirement of any other competent authority;

To access, monitor or use any data, systems or networks, including another person's private information, without authority or attempt to probe, scan or test the vulnerability of any data, system or network or to violate the privacy, publicity or other personal rights of others or to impair the privacy of communications;

To compromise the security, tamper with, hinder the operation of or make unauthorised modifications or integrity of any network or system including, but not limited to, our network or systems (or our suppliers' network or systems) or to cause technical disturbances to our network or to our suppliers' network);

To knowingly transmit any data, send or upload any material that contains viruses, Trojan horses, worms, time-bombs, keystroke loggers, spyware, adware or any other harmful programs or similar computer code designed to adversely affect the operation of any computer software or hardware;

To forge header information, email source address or other user information or use another person's name, username or password or otherwise attempt to gain access to the account of any other customer;

To transmit, or procure the sending of, any unsolicited or unauthorised advertising or promotional material or any other form of similar solicitation (spam), in breach of the Privacy and Electronic Communication Regulations 2003 or otherwise;

In any way that: degrades or interferes with other users' use of any of our Services (or may do so) or disrupts or interfere with our network or Service or cause a host or the network to crash; breaches any applicable local, national or international law, regulation or code of practice (including export control laws or regulations); contravenes generally accepted standards of internet or other networks conduct and usage, including but not limited to denial of service attacks, web page defacement, port or network scanning and unauthorised access to systems; attempts to avoid incurring charges or to avoid otherwise being required to pay for such usage; harms or attempts to harm minors in any way;

To assist, encourage or permit any persons in engaging in any of the activities described in this section. If you become aware of any such activities, you must immediately notify Sandgate Developments Ltd/Otter Pods Glamping Park and take all other appropriate actions to cause such activities to cease. (Collectively referred to as the "Prohibited" Uses").

## Suspension And Termination

We will determine, at our sole discretion, whether there has been a breach of this Policy through your use of our Services. When a breach of this Policy has occurred, we may take such action as we deem appropriate.

Failure to comply with this Policy constitutes a material breach of any of our terms and conditions covering the Services that we are providing to you upon which you are permitted to use our Services, and may result in Sandgate Developments Ltd/Otter Pods Glamping Park taking all or any of the following actions:

Issue of a warning to you.

Immediate, temporary or permanent withdrawal of the Services.

Legal proceedings against you for reimbursement of all costs on an indemnity basis (including, but not limited to, reasonable administrative and legal costs) resulting from the breach.

Disclosure of such information to law enforcement authorities as we reasonably feel is necessary.

We exclude liability for actions taken in response to breaches of this Policy. The responses described in this Policy are not limited, and we may take any other action we reasonably deem appropriate.

We will exercise the reasonable discretion and judgement that the administration of this Policy requires.

Changes To The Acceptable Use Policy

We may revise this Policy at any time by posting the updated version of the Policy on our website. You are expected to check this Policy from time to time to take notice of any changes we make, as they are legally binding on you. Some of the provisions contained in this Policy may also be superseded by provisions or notices published elsewhere on our site.

We reserve the right to withdraw the Services without notification or explanation, as we deem necessary.

## **FOOT NOTE:**

These rules are for the benefit of everyone. If you do not abide by them, you may be asked to leave, no refunds will be given, and you may lose your deposit.

We reserve the right to alter or add to these Terms & Conditions at any point, as we deem necessary, or is necessary by law, or as advised by the government, our insurers or any hospitality trade association. Such alterations may be notified to you either in writing before your stay, verbally on your arrival at the Park or by any written notes or advices within our Welcome/Information Packs left in the Pods. An up to date version of our Terms & Conditions will always be available in our Welcome/Information Packs left in the Pods, for your information and perusal during your stay and these will always be our prevailing Terms & Conditions.

NO LIABILITY WILL BE ACCEPTED BY OTTER PODS GLAMPING PARK FOR ANY INJURY TO A GUEST AND/OR ANY LOSS OR DAMAGE TO A GUEST'S PERSONAL BELONGINGS CAUSED DUE TO A GUEST NOT READING, NOTING AND FOLLOWING THE INFORMATION, INSTRUCTIONS AND NOTICES DISPLAYED IN THEIR POD AND/OR WELCOME/INFORMATION PACK OR THESE TERMS & CONDITIONS.

Finally Martyn and Ann are delighted to welcome you to Otter Pods Glamping Park and we hope you have an amazing stay.

**UPDATED APRIL 2022** 

