

## Dillington Cottages Terms and Conditions

Thank you for considering booking a stay at one of our holiday properties. These Terms and Conditions detail our policies and procedures and clarify the contractual relationship between Dillington Cottages Ltd and the Customer. If you have any questions, please contact us via email at [stay@dillingtonestate.co.uk](mailto:stay@dillingtonestate.co.uk) or call 01460 57075.

### DEFINITIONS

**Terms and Conditions** – means the terms listed in this document.

**Booking** – means a contract between the customer and Dillington Cottages Ltd to reserve one or more Properties for the Rental Period, confirmed upon receipt of a Booking Confirmation and defined by these Terms and Conditions.

**Booking Confirmation** – means an email confirmation sent to a Customer by Dillington Cottages Ltd, or an Agent acting on its behalf, confirming the Rental Period and Property is available and has been reserved for the Customer.

**Dillington Cottages Ltd** – means the operator of the Property (registered company number 10976546 of Dillington Estate Office, Whitelackington, Somerset, TA19 9EG). Hereafter also referred to as 'Dillington Estate', 'we', 'us', and 'our'.

**Customer** – means the person making the Booking. Hereafter also referred to as 'you' and 'your'.

**Guest** – means any person residing in the Property during the Rental Period.

**Agent/Agency** – means any external site with which a Dillington Cottages Ltd Property is advertised (including but not limited to Airbnb, Luxury Coastal, Kate and Toms, Oliver's Travels). Payment may or may not be taken from a Customer through these Agents.

**Hire Fee** – means the total cost owed by the Customer for their Booking including any additional charges in excess of the Property rental fee (e.g., a Pet Cleaning Charge).

**Booking Fee / Deposit** – means 25% of the Hire Fee, a non-refundable amount.

**Final Balance** – means the remaining 75% of the Hire Fee after payment of the Booking Deposit.

**Balance Due Date** – means 30 days prior to the commencement of the Rental Period.

**Damages Charge** – means a fee which is taken from the Customer to cover the cost of any damages to the Property during the Rental Period.

**Rental Period** – means the period during which the Guests have access to the Property.

**Cancellation Notice** – means a written notice from the Customer sent via email to Dillington Cottages Ltd confirming their wish to cancel their Booking.

**Property** – means the house, parking area, garden and any other land (including its contents) associated with the Property the customer has booked.

**Rental Period** – means the time between check-in and check-out when the customer will have access to the Property.

## 1. CONTRACT

### 1.1 CONTRACT PARTIES

- 1.1.1 Your Booking is confirmed and a contract between you, the Customer, and us, Dillington Cottages Ltd (Company Number 10976546, of Dillington Estate Office, Whitelackington, Somerset, TA19 9EG) will exist when you receive a Booking Confirmation; this will usually be within 48 hours of receipt of your Booking Deposit.
- 1.1.2 Booking to stay at one of our Properties for the Rental Period does not create a landlord / tenant relationship between the Parties. You are not entitled to any short hold or assured tenancy or statutory protection under the Housing Act 1988 or other statutory security.
- 1.1.3 No one other than a Party to this contract has any right to enforce any term of this contract.
- 1.1.4 You may only transfer your obligations under these Terms and Conditions to another person if we agree in writing.

### 1.2 AUTHORITY TO SIGN

#### 1.3

- 1.3.1 You, the customer, certify that:
  - 1.3.1.1 you are authorised to accept these Terms and Conditions on behalf of all Guests included in this Booking;
  - 1.3.1.2 you accept responsibility for ensuring that all Guests abide by these Terms and Conditions during the Rental Period; and
  - 1.3.1.3 you are over eighteen years of age at the time of making the Booking and accepting these Terms and Conditions.

## 2. PAYMENT AND BOOKING

### 2.1 PAYMENTS AND VAT

- 2.1.1 All costs are advertised in pounds sterling (£).
- 2.1.2 All costs which contribute to the Hire Fee include VAT at the applicable rate.

- 2.1.3 We reserve the right to amend VAT applicable to your Booking depending on the VAT rate applicable to self-catering hospitality at the time of your payments and invoice date.
- 2.1.4 Dillington Cottages will do all that it reasonably can to ensure that all the information you give when paying funds towards a Booking is secured using an encrypted secure payment mechanism. In the absence of negligence on our part, any failure by us to comply with these Terms and Conditions or our Privacy Policy (see clause 13) or breach by us of our duties under applicable laws, we will not be legally responsible to you for any loss that you may suffer if a third-party gains unauthorised access to any information that you give us.

## 2.2 BOOKING DEPOSIT

- 2.2.1 For Bookings made through Dillington Cottages Ltd, a non-refundable Booking Deposit is required before the Booking can be confirmed.

- 2.2.1.1 Full payment of the Hire Fee is due before a Booking can be confirmed if the reservation is made within 30 days of the commencement of the Rental Period.

## 2.3 FINAL BALANCE

- 2.3.1 Once a Booking has been confirmed, the Final Balance is payable 30 days prior to the commencement of the Rental Period (the Balance Due Date).
- 2.3.2 If the Hire Fee is not received in full by the Balance Due Date (found on your Booking Confirmation invoice), we reserve the right to cancel your Booking and retain all payments made by you to date.
- 2.3.3 You authorise us to charge your credit card for the collection of the Final Balance after payment of the Booking Deposit if you have not made the payment yourself by the Balance Due Date and have not confirmed your desire to cancel your Booking with us.

- 2.3.3.1 It is not always possible for us to take a payment automatically, so please arrange your payment of the remaining Hire Fee in advance of the Balance Due Date yourself.

## 2.4 DAMAGES CHARGE

- 2.4.1 All Bookings are subject to a Damages Charge to protect the Dillington Estate against breakages, loss or damage.
- 2.4.2 The Damages Charge is taken from the most recently used Customer card details which are securely stored in our online booking system and not visible to Us. Should the

- 2.4.3 An explanation as to why we are taking a Damages Charge will be made within 10 days of the end of your Rental Period.
- 2.4.4 By paying the Deposit and confirming a Booking with us, you authorise us to charge your credit card and take a Damage Charge, whether it is held by us or a third-party Agent, up to the value of any damage caused.
- 2.4.5 Notwithstanding any stated maximum value of the Damage Charge, you will remain liable for the full cost of any repairs or replacements required, or other financial losses incurred by the Dillington Estate, due to accidental or negligent breakage, loss, damage or other injury to the property and/or the contents therein or disappearance or theft thereof.
- 2.4.6 It is always our intention to not make any Damage Charge claims against a Customer. If we have reason to make a Damage Charge, we will explain why, present photographic evidence of the damages where possible, and evidence reasons for the proposed amount by way of receipts for repair or replacement.

### 3. ADDITIONAL CHARGES

#### 3.1 DOG CLEANING FEE

- 3.1.1 There is a £50 charge per dog to cover the cost of additional cleaning required when there are pets in the Property, payable as part of the Hire Fee. It is the Customer's responsibility to inform us if there will be dogs at the Property prior to the Balance Due Date.
- 3.1.2 The charge is irrelevant of the dog's size, shedding and behaviour.
- 3.1.3 The charge is not applicable to registered Assistance Dogs. Please let us know in advance of your arrival if you will have an Assistance Dog at the Property.
- 3.1.4 Any charges incurred to repair damage done to the Property will be charged to the Customer in accordance with clause 2.3.

#### 3.2 ADDITIONAL CLEANING

- 3.2.1 If upon your departure, we find the Property to be in what we consider a disrespectful state, we reserve the right to charge a penalty fee of £250 plus £40 per hour or part thereof for any tidying or excessive cleaning that needs to be done.
- 3.2.2 Any professional cleaning costs we incur in returning the Property to the condition it was in at the start of your Rental Period (e.g. carpet cleaning) will also be charged at cost, plus a £40 admin charge.

### 3.3 MULTIPLE-PROPERTY BOOKINGS

- 3.3.1 You may decide to make a Booking for more than one Property at the same time. The price charged in total for more than one Property will always equal the prices charged separately for each individual Property.
- 3.3.2 All Properties are available to be rented separately at the same price as they are when more than one Property is reserved. This means that any multiple Bookings do not constitute a package as defined in the Package Travel, Package Holidays and Package Tours Regulations 1992.

### 3.4 OVERSEES CUSTOMERS

- 3.4.1 Customers who reside outside the UK must pay in Pounds Sterling by cheque drawn from a UK bank, Mastercard, Visa card or by international electronic transfer. Any charges for overseas payments will be payable by the Customer, not by us.

## 4. CANCELLATION

### 4.1 CANCELLATION BY THE CUSTOMER

- 4.1.1 Any Cancellation Notice must be sent to us in writing at [stay@dillingtonestate.co.uk](mailto:stay@dillingtonestate.co.uk) and will take effect on the day we receive it.
  - 4.1.1.1 In the case of a booking made through a third-party Agent, Bookings must be cancelled through the appropriate procedure for that Agency.
- 4.1.2 If you have placed a Booking prior to 30 days before the commencement of the Rental Period, you can cancel your Booking within 48 hours from the moment of placing it and the Deposit will be refunded in full.
- 4.1.3 Cancellations made more than 30 days prior to the Rental Period will incur the loss of the non-refundable Booking Fee. Any payments made in addition to the Booking Fee related to the Booking will be refunded in full.
- 4.1.4 Cancellations made less than 30 days prior to the Rental Period will incur the total loss of the Hire Fee and no payments will be refunded except in the circumstance that the Dillington Estate is able to re-let the Property.
- 4.1.5 We will do our best to resell any dates you have cancelled. In the event that we are able to re-let a Property over the Rental Period dates you have cancelled, we will refund an amount for any dates which overlap with the subsequent reservation. The amount payable to the Customer is solely at the discretion of Dillington Cottages Ltd.
- 4.1.6 If we have only been able to resell your cancelled Rental Period dates by offering a lower price than what you originally paid for them, we will only refund you the

value of those dates paid by the new guests.

- 4.1.7 The non-refundable Booking Deposit remains non-refundable even in the event we are able to resell your cancelled Rental Period dates.

#### 4.2 CANCELLATION BY DILLINGTON COTTAGES LTD

- 4.2.1 We will inform you as soon as possible if we need to make a significant change to your confirmed arrangements or to cancel them.
- 4.2.2 There may be circumstances in which we are prevented from carrying out our obligations under these Terms and Conditions in relation to your Booking by circumstances beyond our reasonable control (including but not limited to Governmental intervention, strikes, labour disputes, accidents, acts of God, national or local disasters, war, damage to the Property, loss of services such as electricity, gas or sewage, weather or fire) in which case we will notify you as soon as possible and give reason for such a cancellation.
- 4.2.3 In the event of a cancellation by us we will refund all payments for any nights of the Rental Period for which the Property has been unavailable, except in the circumstances of cancellation due to guest conduct as per clause 8.2.2
- 4.2.4 We cannot accept liability for any additional costs that a Customer or Guest has incurred as a result of the Booking being altered or cancelled by us. We recommend that Customers take out holiday insurance against any losses incurred in this situation.

#### 4.3 CORONAVIRUS (COVID-19) PANDEMIC

- 4.3.1 In the event that COVID-19 regulations in England mean we are unable to host Guests (including persons fully vaccinated for COVID) at the time of your Rental Period, we will, at your request:
  - 4.3.1.1 cancel your Booking and issue a full refund; or
  - 4.3.1.2 transfer the value of your payments to date as credit towards a stay on an alternative future date. This may incur an increase in Hire Fee dependent on seasonal prices (see 5.1.4).

### 5. MODIFYING A BOOKING

#### 5.1 CHANGING THE RENTAL PERIOD

- 5.1.1 Requests to modify the Rental Period dates must be made in writing and sent to us at [stay@dillingtonestate.co.uk](mailto:stay@dillingtonestate.co.uk) no less than 30 days before the commencement of the Rental Period and will take effect on the day we receive them.
- 5.1.2 Dillington Cottages reserves the right to reject an application for a change of Rental Period dates if there are reasonable grounds for doing so. This decision is

at our absolute discretion.

- 5.1.3 If a request to change the Rental Period is accepted, the Customer may liaise with Dillington Cottages to select alternative dates for the Booking based on the availability of the Property.
- 5.1.4 There may be an increase in the Property's Hire Fee if the newly requested Rental Period dates fall under a new seasonal price bracket. Any changes to the Property's Hire Fee will be in line with the rates advertised on our website. Dillington Cottages is under no obligation to waive an increase in a Property's Hire Fee for a Customer modifying their Rental Period dates.

## 5.2 CHANGING THE GUEST DETAILS

- 5.2.1 At the time of placing a Booking, the Customer is required to detail how many Guests will be occupying the Property during the Rental Period, each categorised as Adult (16+ years old), Child (child under 16 years old sleeping in a bed) or Infant (child of 3 years old or under sleeping exclusively in a cot).
- 5.2.2 Any change to the Guest occupancy is likely to be accepted (subject to clause 5.2.3 or any other reasonable objection by us), but the Customer should check with Dillington Cottages the acceptability of any amendments to the details given at the time of Booking.
- 5.2.3 Applications to increase the Guest numbers which reach occupancy over the advertised capacity limit of the Property (as listed in clause 7.2) will be rejected.

## 6. RENTAL PERIOD

### 6.1 CHECK IN

- 6.1.1 Unless otherwise agreed in writing with Dillington Estate, the Rental Period begins at 4:30pm on the date of arrival.
- 6.1.2 Customers are emailed instructions on how to access their reserved Property prior to their arrival and should not attempt to gain access to a Property before their agreed check-in time.
- 6.1.3 The keys to all our Properties are made available to Guests through the use of key-safes. With this system, the Properties can be accessed independently by Guests at your convenience.
  - 6.1.3.1 If leaving the Property for the day for any reason, we recommend that the keys are left in the key-safe to avoid them being lost or stolen while you are out.

## 6.2 CHECK OUT

6.2.1 Unless otherwise agreed in writing with Dillington Estate, the Rental Period ends, and Guests should have checked out of the Property:

6.2.1.1 at 10am if departing on a weekday or Saturday; or

6.2.1.2 at 4pm if departing on a Sunday.

6.2.2 We reserve the right to charge a fee if Guests are late in vacating the Property. This will be charged at the hourly pro-rated value of extending the Booking multiplied by a factor of three times.

## 6.3 LEAVING THE PROPERTY

6.3.1 When leaving the Property, Guests should turn off all lights, close and lock all windows, and leave the keys in the key safe.

6.3.1.1 If the Property has a hot tub, we also ask that the water is drained from it prior to departure.

6.3.2 We do not expect you to clean the Property, but we do kindly ask that you leave it as it was found. This includes:

6.3.2.1 Collecting all rubbish and leaving the bags either in the kitchen or outside by the recycling bins; and

6.3.2.2 Finishing any washing-up in the kitchen and putting the items away; or

6.3.2.3 Loading and starting the dishwasher prior to departure.

## 7. PROPERTY USE

### 7.1 PARKING

7.1.1 Parking spaces have been specifically assigned for each of the Properties for use by Guests. Please ensure that vehicles parked in these spaces do not block or limit access to through roads or nearby parking spaces for other vehicles.

7.1.2 Cars and their contents are left at the owner's risk.

7.1.3 Dillington Cottages can accept no responsibility for theft or damage to vehicles when parked at one of our Properties.

7.1.4 We are unable to accept responsibility for any charges incurred by a Guest when using alternative parking spaces, such as, but not limited to, car park charges or parking fines.



## 7.2 CAPACITY

7.2.1 Our Properties have capacity limits which should be adhered to at all times. These capacities are part of our insurance policy, so we are unable to make any exceptions to the advertised limits.

7.2.2 The capacity limit for:

7.2.2.1 Apple Loft is 13 Guests;

7.2.2.2 Atherstone Farmhouse is 10 Guests;

7.2.2.3 Atherstone Farm Cottage is 4 Guests;

7.2.2.4 Dairy House is 16 Guests;

7.2.2.5 Dillington Farmhouse is 18 guests;

7.2.2.6 Little Bank is 8 Guests;

7.2.2.7 Orchard Cottage is 8 Guests.

7.2.3 Bookings which combine Atherstone Farmhouse and Atherstone Farm Cottage have a capacity limit of 14 guests.

7.2.4 Infants (as defined in clause 4.2.1) do not count towards capacity limits, but there is a maximum of 3 infants per Property.

7.2.5 Additional visitors are not permitted to be in the Property, or to stay overnight. If you would like to meet with non-Guests during the Rental Period, please do so at an alternative suitable location away from the Property.

## 7.3 DOGS

7.3.1 Dogs are welcome at the Property. There is a limit of 3 dogs allowed in the Property during your stay and Customers are responsible for informing us at the time of booking.

7.3.2 There is an additional cleaning fee if dogs are to be present during your Rental Period (please see clause 5.1).

7.3.3 Dogs are not permitted to be on the furniture or in the upstairs areas of any of the Properties. Registered Assistance Dogs are allowed upstairs in the Properties.

7.3.4 You should ensure that dogs are clean and dry before entering the Property.

7.3.5 We kindly ask that dogs are kept on a lead when not within the confines of the Property and its gardens. There are lots of local farms with livestock, so please

take care to control your dog when walking in the local area.

- 7.3.6 Please ensure that any excrement left by your dog in the garden is cleared up before your departure.

#### 7.4 GARDENS

- 7.4.1 The gardens associated with the Property are for the sole use of the Guests occupying the Property.
- 7.4.2 Noise should be kept to a minimum in the garden after 9pm and before 8am so as to not disturb the neighbouring properties.
- 7.4.3 Music should not be played in the garden after 9pm or before 8am.
  - 7.4.3.1 Any noise complaints we receive from the neighbouring properties will be fed back to the Customer.
- 7.4.4 We kindly ask that the parasols at the outdoor dining tables are let down when not in use to avoid damage, especially when it is windy.

#### 7.5 HOT TUB

- 7.5.1 There are hot tubs available all year round at Atherstone Farmhouse, Orchard Cottage and The Dairy House. Instructions and rules for use for the hot tubs are present at the Properties; please ensure that all Guests are aware of these.
- 7.5.2 Customers who are staying solely at the Atherstone Farm Cottage are not permitted to use the hot tub in the Atherstone Farmhouse garden.
- 7.5.3 The hot tubs are only permitted to be used by Guests staying at the Property.
- 7.5.4 You should ensure that, when not in use, the lid remains in place on the hot tub to avoid any children or animals falling in and causing themselves injury.
- 7.5.5 Please be advised that the hot tub is heated by a wood burning stove and so, when in use, will be hot to the touch. Children and dogs should not be left unattended in the garden when the hot tub is lit to avoid injury.
- 7.5.6 The hot tub should not be in use after 10pm or before 8am to avoid disturbing the neighbouring properties.
- 7.5.7 No glass is permitted in the hot tub area. Please use the plastic cups provided.
- 7.5.8 The hot tubs are a hazard to anyone who has consumed alcohol. Guests should not use the hot tub if they are over the legal limit for driving and must ensure that there is always an adult who has not consumed alcohol in the hot tub area when in use.

- 7.5.9 We advise that Guests who are pregnant, obese, have heart conditions, blood pressure problems, circulatory problems, skin conditions or diabetes (or any other health condition which may be negatively impacted by use of the hot tub) should seek medical advice before using the hot tub.
- 7.5.10 Children under the age of 16 must be accompanied by a responsible adult at all times when using the hot tub.
- 7.5.11 Children under the age of 7 are not permitted to use the hot tub.
- 7.5.12 Pets (including registered Assistance Dogs) are not allowed in the hot tub.
- 7.5.13 It is the responsibility of the Guests to manage the stoves and water levels within the hot-tub. Failure to completely fill the hot-tub with water before lighting the stove may result in damage to the hot-tub, or even its complete destruction by fire. Any damage to the hot-tub or adjacent property by over-heating or fire is the responsibility of the Guests and the Guests will bear responsibility for reinstatement and any losses as a result.

## 7.6 INTERNET

- 7.6.1 Wireless Internet access is provided to you during your Rental Period through the Dillington Cottages router connection.
- 7.6.2 We do not guarantee:
  - 7.6.2.1 the availability of access to the router;
  - 7.6.2.2 the speed at which the internet runs; or
  - 7.6.2.3 that the internet provided will be compatible with your software and equipment.
- 7.6.3 Dillington Cottages has no control over or responsibility for the Internet services you access and do not guarantee that services are free of errors or viruses. It is the Customer's responsibility to have appropriate security on devices and protect their information. The internet is accessed at your own risk.
- 7.6.4 You must not use the Dillington Cottages internet connection to perform actions which are unlawful, inappropriate, threatening or offensive including the sending or receiving of emails or accessing online material which:
  - 7.6.4.1 could be classed as harassment;
  - 7.6.4.2 contain obscene, profane, or abusive behaviour or language;
  - 7.6.4.3 contain copyrighted or pirated material, or download material which the owner has not given you express permission to hold a copy of.

7.6.4.4 contain pornographic material including images, text, video, or audio;

7.6.4.5 may, in our opinion, adversely affect the way we operate our business and deliver services; or

7.6.4.6 could otherwise be classed as engaging in criminal activity.

7.6.5 If we suspect that any of the conditions listed in clause 7.6.4 have been breached, we reserve the right to suspend internet access to Guests indefinitely.

7.6.6 You agree that we are entitled to cooperate with Law Enforcement authorities in the event of suspected illegal activity. If requested, a Guest's devices' Internet Protocol (IP) addresses may be shared with relevant officials in the event of an investigation into a Guest's online activity.

## 7.7 CANDLES AND FIREWORKS

7.7.1 For insurance purposes, candles are not permitted to be used in any of our Properties. You are liable for any damage caused by the use of candles indoors.

7.7.2 The use of fireworks, Chinese lanterns, roman candles, and other pyrotechnics are strictly prohibited at all Properties both indoors and outside.

## 7.8 SMOKING

7.8.1 Smoking and / or the use of e-cigarettes and vapes is not permitted inside any of the Properties.

7.8.2 Please be responsible when discarding cigarette butts and use the bins provided.

## 7.9 ELECTRONIC ITEMS

7.9.1 Guests are welcome to bring electronic items from home (including but not limited to hair care items, chargers, speakers, etc.) if they are in a good condition.

7.9.1.1 We cannot accept any responsibility for damage caused by electrical fault from items Guests have brought themselves.

## 7.10 SPECIAL REQUESTS

7.10.1 We may be able to supply cots and highchairs for use at the Property, subject to availability. These are available at no extra cost but should be arranged with us in advance of your Rental Period.

7.10.2 We can also recommend private chefs who may be able to supply catering for you at the Property.

7.10.3 We will try to address all special requests, but we cannot guarantee that they will be met (e.g., if all our cots and highchairs are in use or a certain private chef

is busy on the days you request their services) and we will have no liability to you if they are not.

- 7.10.4 We also cannot guarantee that our recommendations for services provided by others (e.g., private catering or bicycle hire) will be able to provide you with exactly what you need at the times and dates you need them.

## 8. COMPLAINTS PROCEDURE

### 8.1 PROPERTY FAULTS

- 8.1.1 We will make every effort to ensure that the Property is clean, tidy and in good working order prior to your arrival. If, however, you find that there is a fault or you have a complaint about the Property, it is your responsibility to report it to us immediately so that the issue can be resolved promptly.
- 8.1.2 If you fail to notify us of any problem or dissatisfaction prior to your departure from the Property, it will affect our ability to investigate the complaint and could impact the way that the complaint is handled or recompensated.
- 8.1.3 If it is not possible to resolve an issue during your Rental Period, a complaint must be made in writing to us within one week (seven days) of departure from the Property, outlining the reasons for the complaint.
- 8.1.4 We shall not be held responsible for any temporary defect or stoppage in the supply of public services to the Property such as water, electricity, gas, telephone or internet, or in respect of any equipment, machinery, or appliances in the Property which are caused by circumstances beyond our control.

### 8.2 GUEST CONDUCT

- 8.2.1 If we feel that Guest conduct is not in line with our expectations, we will make contact with the Customer who made the Booking to communicate our concern and give warning.
- 8.2.2 If Guest conduct does not improve after we have taken action, as in clause 8.2.1, and constitutes a breach of these agreed Terms and Conditions, we reserve the right to enter the Property and terminate the Rental Period and in such circumstances the full Hire Fee will remain payable and any amounts paid will not be refunded.

## 9. INSURANCE

- 9.1 It is strongly recommended you take out a comprehensive travel insurance policy which will include cancellation cover and full cover for your Party's personal belongings as no such cover is provided by the Dillington Estate. Accordingly, any such losses incurred are the responsibility of you, the Guest.

- 9.2 It is further recommended that you take out personal liability and accidental damage insurance for all members of the Party to cover against accidental or negligent damage to the Property and protect against loss in the event of a Damage Charge fee.

## 10. WEBSITE CONTENT, IMAGES AND COPYRIGHT

- 10.1 The Dillington Estate website contains copyright material, trade names and other proprietary information, including, but not limited to, text, software, photos, graphics and videos. The entire contents of the website are protected by copyright law. You may not modify, publish, transmit, participate in the transfer or sale, create derivative works, or in any way exploit, any of the content, in whole or in part.
- 10.2 You may download information from the site for your own personal use only. You acknowledge that you do not acquire any ownership rights by downloading copyright material. We provide hypertext links to other sites operated by other people. Using such a link means you are leaving our site and we take no responsibility for, and give no warranties, guarantees or representations in respect of these linked sites.

## 11. YOUR RESPONSIBILITIES

### 11.1 You will:

- 11.1.1 ensure that all Guests staying at the Property for the Rental Period understand and will comply with their obligations under these Terms and Conditions;
- 11.1.2 be responsive to communication from Dillington Cottages both prior to and during the Rental Period;
- 11.1.3 take care of the Property and leave it at the end of the Rental Period in the same condition it was in when you arrived;
- 11.1.4 report any damage, destruction, loss or defect affecting the Property to us as soon as it comes to the attention of the Customer; and
- 11.1.5 permit Dillington Cottages staff and / or their contractors entry to the Property at all times without notice.

### 11.2 You will not:

- 11.2.1 willingly give false information at the time of Booking;
- 11.2.2 transfer your Booking to another party without Dillington Cottages' written consent;
- 11.2.3 remove any of the Property's inventory from the Property under any circumstances;
- 11.2.4 use the property for any dangerous or immoral activities;

11.2.5 smoke vape or use e-cigarettes within the Property's buildings; or

11.2.6 allow any additional visitors to the Property or exceed the capacity limit during the Rental Period.

## 12. OUR RESPONSIBILITIES

12.1 We will:

12.1.1 carry out our obligations set out in these Terms and Conditions to the best of our abilities and with reasonable care and skill;

12.1.2 respond to any complaints or reported faults in a timely manner;

12.1.3 not share your data with any third-parties without first gaining your consent; and

12.1.4 be responsive to communication and not use your details to make contact with you unless we deem it necessary to fulfil our obligations in these Terms and Conditions.

12.2 We will not be liable for failing to perform any obligation in these Terms and Conditions resulting from circumstances beyond our reasonable control (such as in clauses 4.2, 4.3 and 8.1.4).

12.3 Except for any legal responsibility that we cannot exclude in law (such as for death or personal injury) or arising under applicable laws relating to the protection of your personal information, we are not legally responsible for any:

12.3.1 losses that were not foreseeable to you and us when the Booking was confirmed;

12.3.2 losses that were not caused by any breach on our part;

12.3.3 business losses; and

12.3.4 losses to non-consumers.

## 13. PERSONAL DATA

13.1 We are required to collect some personal data from you at the time of Booking. This includes your name, contact information including an email address, telephone number and home address, and other information related to any accommodation or event enquiries and / or Bookings with us.

13.2 Should we ask you to provide information by which you can be identified, it will only be used in accordance with our Privacy Policy which can be found in full at [www.dillingtonestate.co.uk/privacy-policy/](http://www.dillingtonestate.co.uk/privacy-policy/) or requested as a written copy from our

Data Protection Manager at Dillington Estate Office, Whitelackington, Somerset, TA19 9EG.

- 13.3 We may pass your details on to third-party service providers (such as electricians, plumbers, and other contractors) for the purposes of supplying the Property to you and fulfilling our obligations in accordance with clause 12. If we think this is required, we will contact you to gain permission to do so before passing any information on, and we will ensure that your information is properly protected and used in accordance with our Privacy Policy. Your data will not be shared with any other third-parties without consent.
- 13.4 Dillington Estate may retain your information for the period necessary to fulfil the purposes for which it was collected (e.g., supplying a service to you) unless a longer retention period is required or permitted by law.

#### 14. VALIDITY, PRIORITY AND LAW

- 14.1 Parties' obligations under these Terms and Conditions shall be governed by the laws of England. Each Party irrevocably agrees that the courts of England shall have the exclusive jurisdiction to settle any dispute or claim arising out of or in connection with this document, its subject matter or formation (including non-contractual disputes or claims).
- 14.2 Each clause of these Terms and Conditions operates separately and so if a court finds any of the clauses in these Terms and Conditions unenforceable, the other clauses, and subclauses where relevant, will continue to be in effect.
- 14.3 Any part of these Terms and Conditions can be amended or replaced at the sole discretion of Dillington Cottages.
- 14.4 If there is any ambiguity or inconsistency in or between these Terms and Conditions and previous versions, these Terms and Conditions shall prevail.