# TERMS AND CONDITIONS

These terms and conditions (the "Terms and Conditions") govern the use of **www.lahtlewood.co.uk** (the "Site"). This Site is owned and operated by Sarah Harrison. This Site is a family holiday accommodation.

By using this Site, you indicate that you have read and understand these Terms and Conditions and agree to abide by them at all times.

## **Intellectual Property**

All content published and made available on our Site is the property of Sarah Harrison and the Site's creators. This includes, but is not limited to images, text, logos, documents, downloadable files and anything that contributes to the composition of our Site.

## **Acceptable Use**

As a user of our Site, you agree to use our Site legally, not to use our Site for illegal purposes, and not to:

- Harass or mistreat other users of our Site;
- Violate the rights of other users of our Site;
- Violate the intellectual property rights of the Site owners or any third party to the Site;
- Hack into the account of another user of the Site;
- Act in any way that could be considered fraudulent; or
- Post any material that may be deemed inappropriate or offensive.

If we believe you are using our Site illegally or in a manner that violates these Terms and Conditions, we reserve the right to limit, suspend or terminate your access to our Site. We also reserve the right to take any legal steps necessary to prevent you from accessing our Site.

#### Sale of Services

These Terms and Conditions govern the sale of services available on our Site.

We are under a legal duty to supply goods that match the description of the good(s) you order on our Site.

The following services are available on our Site:

Outside Holiday Pods and Cabins with private facilities

A deposit of £100 will secure your booking and the remaining balance will be paid for in full, 14 days prior to arrival.

These Terms and Conditions apply to all the services that are displayed on our Site at the time you access it. All information, descriptions, or images that we provide about our services are as accurate as possible. However, we are not legally bound by such information, descriptions, or images as we cannot guarantee the accuracy of all services we provide. You agree to purchase services from our Site at your own risk.

We reserve the right to modify, reject or cancel your order whenever it becomes necessary. If we cancel your order and have already processed your payment, we will give you a refund equal to the amount you paid. You agree that it is your responsibility to monitor your payment instrument to verify receipt of any refund.

#### **Payments**

We accept the following payment methods on our Site:

- Credit Card;
- PayPal;
- Debit;
- Direct Debit.

When you provide us with your payment information, you authorise our use of and access to the payment instrument you have chosen to use. By providing us with your payment information, you authorise us to charge the amount due to this payment instrument.

If we believe your payment has violated any law or these Terms and Conditions, we reserve the right to cancel or reverse your transaction.

## Right to Cancel and Receive Reimbursement

If you are unable to come on your original dates, we will offer you a change in dates to compensate as due to the low deposit and late balance of payment no refunds are offered.

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- Goods or services, other than the supply of water, gas, electricity, or district heating, where the price depends upon fluctuations in the financial market that we cannot control and that may occur during the cancellation period;
- Services that the customer has requested for the purpose of carrying out urgent repairs or maintenance;
- Newspapers, magazines, or periodicals, except for subscriptions to such publications; and
- Accommodation, transport of goods, vehicle rental services, catering, or services related to leisure activities, if the contract includes a specific date or period of performance.

#### Refunds for Services

We provide refunds for services sold on our Site as follows:

- A £100 non refundable deposit on booking
The Full balance is due 14 days prior to the arrival date, the booking will be terminated if
no payment received 7 days before arrival day.

#### **Consumer Protection Law**

Where the *Sale of Goods Act 1979*, the *Consumer Rights Act 2015*, or any other consumer protection legislation in your jurisdiction applies and cannot be excluded, these Terms and Conditions will not limit your legal rights and remedies under that legislation. These Terms and Conditions will be read subject to the mandatory provisions of that legislation. If there is a conflict between these Terms and Conditions and that legislation, the mandatory provisions of the legislation will apply.

# **Limitation of Liability**

Sarah Harrison and our directors, officers, agents, employees, subsidiaries, and affiliates will not be liable for any actions, claims, losses, damages, liabilities and expenses including legal fees from your use of the Site.

#### **Indemnity**

Except where prohibited by law, by using this Site you indemnify and hold harmless Sarah Harrison and our directors, officers, agents, employees, subsidiaries, and affiliates from any actions, claims, losses, damages, liabilities and expenses including legal fees arising out of your use of our Site or your violation of these Terms and Conditions.

## **Applicable Law**

These Terms and Conditions are governed by the laws of the Country of England.

# **Additional Terms**

- We the owners are not responsible for:
  - Any faults or interuption to the supply of public services
  - Any loss, damage or inconvenience caused to or suffered as a result of weather conditions, riots, strikes or other matters beyond our control.

Any loss, damage or inconvenience suffered if the holiday property becomes uninhabitable before the rental period. In this event a full refund will be made.

No responsibility will be accepted for loss to personal belongings, vehicles and their contents;

#### General Behaviour:

Whilst we would like our guests to enjoy their stay at Lahtle Wood Glamping please note that we have a zero tolerance to any anti-social behaviour including loud music or other disturbances to neighbours. Penalty will be the loss of a full refund of the damage waiver deposit.

We also state a similar zero tolerance of any recreational drugs or other illegal substances.; and

#### Hot tub rules and disclaimer:

The owners take no responsibility for any accident, injury or health issue resulting from the use of the hot tub.

If the hot tub is found to be damaged due to misuse, it may be necessary to close it for the remainder of the stay.

Any party member with an infectious disease should not use the hot tub.

Do not use the hot tub after a heavy meal, if pregnant, whilst under the influence of drugs, alcohol or any medication.

Babies and children under the age of 5 are forbidden to use the hot tub. Children aged 5 - 16 must be given permission by a parent to go in the hot and supervised continuously whilst around the hot tub or when in use.

There is a copy of the hot tub safety and use rules in the welcome pack which must be read and understood before use.

The owners accepts no liability due to loss or injury in relation to inappropriate behaviour or misuse whilst in or around the confines of the hot tub..

# Severability

If at any time any of the provisions set forth in these Terms and Conditions are found to be inconsistent or invalid under applicable laws, those provisions will be deemed void and will be removed from these Terms and Conditions. All other provisions will not be affected by the removal and the rest of these Terms and Conditions will still be considered valid.

### Changes

These Terms and Conditions may be amended from time to time in order to maintain compliance with the law and to reflect any changes to the way we operate our Site and the way we expect users to behave on our Site. We will notify users by email of changes to these Terms and Conditions or

post a notice on our Site.

# **Contact Details**

Please contact us if you have any questions or concerns. Our contact details are as follows:

07564 833172

hello@yorkshirehomestead.com

Carr Lane, East Heslerton, North Yorkshire, YO17 8RP

You can also contact us through the feedback form available on our website.

Effective Date: 24th day of April, 2025