

Terms & Conditions for rental of: The Great Hall, 8, Mansion House, Dollarbeg, FK14 7LF and Teal House, 2 St. Andrews Close, Walberswick, IP18 6WA (The Properties)

Webtework is the operating company acting on behalf of the Owners (Owner) for The Properties. When issued this contract is between you the Client (Client) and the Owner.

1. Contract

Webtework arranges short term holiday rentals of The Properties on behalf of the Owner. The contract is between the Owner and the Client, i.e. the named person on the booking. The Client shall not pass the booking to another party without the approval of the Owner. The Client must notify the owner of any changes to the number of people staying at the property in writing before commencement of the booking. When you submit a booking via our online reservation system you will receive an automatically generated booking summary by email to the email address you provide in the booking form. This does not form a contract between us. A contract shall only arise when your booking is subsequently confirmed in writing via a booking confirmation sent to you by email. The Contract will be entered into when the owner issues the booking confirmation form and will be subject to all these Booking Conditions. The Client should check the Confirmation form carefully. The Contract is for the hire of the property for holiday purposes only unless otherwise agreed in writing by the owner. Webtework does not accept bookings from persons under the age of 18. Webtework reserves the right to refuse any bookings for any reason.

2. Payment

A booking deposit of 25% of the rental fee is payable at the time of booking if the booking is made more than 6 weeks before the start of the rental period. The balance shall be payable 6 weeks before the commencement of the rental. Non-payment of the balance of the rent on or before the due date may be treated at the absolute discretion of Webtework as a cancellation of the Contract by the Client and Webtework may seek to re-let the property. In such circumstances the deposit shall not be refundable. For bookings made less than 6 weeks before the commencement of the rental, the total fee is payable. No cheques can be accepted. Webtework reserve the right to cancel the booking where full payment has not been received 21 days before the start of the rental period. The deposit paid on the booking is non-refundable. Payment can be made either by PayPal, debit card or credit card. No card-related charges will be incurred from Webtework for PayPal, debit or credit card payments (although the card issuer may levy their own charges, outside of the control of Webtework). Webtework will charge a non-refundable booking fee of £35 per booking, payable at the time of booking. All payments shall be made to Webtework. If you choose to leave early (before the end of your rental period) for whatever reason, no refund will be offered or given.

3. Cancellation

The Great Hall, Dollarbeg Castle: Any cancellation made by the Client for whatever reason shall be in writing by email addressed to enquiry@dollarbegcastle.com

Teal House, Walberswick: Any cancellation made by the Client for whatever reason shall be in writing by email addressed to enquiry@teal-house.co.uk

If cancellation is made within 48 hours of booking and more than 14 days before arrival date, all monies paid will be refunded less the booking fee of £35

If cancellation is made more than 48 hours after booking, but more than 7 days before arrival date, 50% of all monies paid will be refunded, less the booking fee of £35

If cancellation is made less than 7 days before arrival date, no monies will be refunded

On receipt of notice of cancellation, Webtework will seek to re-let the property for the period of booking. If Webtework is successful in re-letting the property for the whole period it shall refund all the monies paid less the booking fee of £35. If Webtework only succeeds in re-letting the property for part of the period booked it shall refund an amount equal to the money paid less (1) the rental

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for the period which is not re-let and (2) and the booking fee of £35. If Webtework is unable to re-let the property at all then all monies paid by the Client shall be retained by Webtework. Where for any reason the property ceases to be available or becomes unsuitable, Webtework may, at its absolute discretion, cancel the booking and in that event all sums paid by the Client will be refunded.

4. Changes of Date

Webtework may consider a request from a Client to change the dates of the booking after confirmation has been issued. Agreement will be given subject to all of the following conditions being met: (1) the Owner agrees to change (2) the request is received more than 6 weeks away from the start of the booking and (3) the Client pays an administration fee of £25.

5. Period of Hire

Rentals commence, unless otherwise advised by Webtework, at 4.00pm on the day of arrival and terminate at 10.00am on the day of departure. Changes to required arrival and departure times at the beginning and end of the rental period may be made at any time by Webtework and are at the sole discretion of Webtework.

6. Persons using the Property

The number of persons occupying a property must not exceed the maximum number stipulated on the property details. Webtework reserves the right to refuse entry to the entire party if this condition is not observed. All Children and infants staying at the property must be accompanied by parent(s) or legal guardian(s) at all times.

7. Complaints

We obviously hope your holiday runs smoothly. However, should there be any cause for complaint during the occupation of the property, it must be notified promptly to the Owner and in case of serious problems, confirmed in writing. Webtework cannot accept claims for compensation lodged after departure as it is not possible to then effectively investigate the problem and put corrective actions in place.

8. Breakages or Damage

The Client agrees to reimburse the Owner for replacement, repair or extra cleaning costs incurred during the rental period. Following inspection of the property at the end of the rental period, should there be a problem with replacement or repair of items in the property or extra cleaning required in the property, the Client will be contacted by Webtework by phone or email as soon as practically possible after the event to discuss the situation and finalise the amount of the costs to be paid by the Client.

9. Care of the Property

The Client shall take all reasonable and proper care of the property and its furniture, pictures, fittings and effects in or on the property and leave them in the same state of repair and condition at the end of the rental period as at the beginning. The Client must ensure that the property is left in a clean and tidy condition on departure at the end of the rental period. Webtework may charge the Client for the costs of any additional cleaning if this is reasonably considered necessary.

10. What is Included

All utilities (electricity, gas and water) where supplied to the property, are included in the rent. Bed linen and towels are also provided.

Terms & Conditions – The Great Hall, Dollarbeg Castle and Teal House, Walberswick – 24th June 2020

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11. Pets

No Pets are not allowed at The Great Hall, Dollarbeg Castle. Up to two pets are allowed at Teal House, Walberswick, subject to: a) Agreement by the Owner b) payment of a £25 surcharge per pet.

12. Liability

Neither Webtowork nor the Owner shall be liable to the Client or third parties for any damages, loss, expense or inconvenience which may be suffered, incurred, arise out of, or should be in any way connected with the rental or its cancellation or amendment. If the property which the Client has booked becomes unavailable or unusable for some reason prior to the date of a booking, then Webtowork's obligation will be limited to reimbursing the Client for any monies paid. Occasionally facilities or equipment at properties may change between booking the property and the arrival of guests at the chosen property. This may be outside of Webtowork's control and Webtowork cannot be held liable, and is not obligated to provide prior warning. In any case of cancellation or variation of any booking due to the fault of Webtowork or the Owner, neither the Owner or Webtowork shall be liable to the Client in any amount greater than the price paid for the hire and neither the Owner nor Webtowork shall be liable for any consequential loss, compensation or damages for injury to feelings or disappointment which might otherwise be claimable as a result of variation or cancellation of the booking.

13. Warranties

These terms represent the entire agreement between the parties and exclude liability for any representations made verbally which might otherwise be incorporated as part of the contract between the Client and the Owners. Neither Webtowork nor the Owners warrant nor are responsible for the accuracy of any verbal information given or statements made by its servants or agents.

14. Right of Entry

Webtowork and the Owner shall be allowed the right of entry to the property at all reasonable times for purposes of inspection or to carry out any necessary repairs or maintenance.

15. Cancellation Insurance

Cancellation Insurance is not included in fees paid for the property but Webtowork does recommend such insurance cover to be taken out by the client to protect against any cancellation penalty. All cancellations must be notified in writing as outlined in Section 3 above

16. Accuracy

All information from the property websites has been compiled from up to date information, which is amended as frequently as practicable. Whilst every effort is made to ensure the accuracy of the property description, all statements and descriptions are made in good faith and are for guidance only. Photos are for illustrative purposes only. Webtowork and the Owner cannot be held responsible for changes to the property after listing or mistakes in the description. Any specific requirements which the Client has in relation to the property or any facilities provided must be notified in writing to the Owner.

17. Law

Any dispute between the Client and the Owner will be governed by English Law and subject to the exclusive jurisdiction of the English Courts.

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18. Privacy Policy

Webtwork are committed to protecting and respecting your privacy. This policy sets out the basis on which any personal data we collect from you, or that you provide to us, will be processed by us. For the purpose of the Data Protection Act 1998 (the Act), the data controller is Webtwork.

We may collect and process the following data about you:

- **Information you give us.** You may give Webtwork or the Owner (Us) information about you by filling in forms on the property websites or by corresponding with Us by phone, e-mail or otherwise. This includes information you provide when you register to use our site, subscribe to our services, making a booking on our site, participate in social media functions on our site, enter a competition, promotion or survey and when you report a problem with our site. The information you give us may include your name, address, e-mail address and phone number, financial and credit card information, personal description and photograph and any other information requested
- **Information we collect about you.** With regard to each of your visits to our site we may automatically collect the following information:
 - technical information, including the Internet protocol (IP) address used to connect your computer to the Internet, your login information, browser type and version, time zone setting, browser plug-in types and versions, operating system and platform;
 - information about your visit, including the full Uniform Resource Locators (URL) clickstream to, through and from our site (including date and time); products you viewed or searched for; page response times, download errors, length of visits to certain pages, page interaction information (such as scrolling, clicks, and mouse-overs), and methods used to browse away from the page and any phone number used to call us.
- **Information we receive from other sources.** We may receive information about you if you use any of the other websites we operate or the other services we provide. In this case we will have informed you when we collected that data that it may be shared internally and combined with data collected on this site. We are also working closely with third parties (including, for example, business partners, sub-contractors in technical, payment and delivery services, advertising networks, analytics providers, search information providers, credit reference agencies) and may receive information about you from them.
- **Cookies:** The property websites use cookies to distinguish you from other users of the websites. This helps us to provide you with a good experience when you browse the property websites and also allows us to improve our site. For detailed information on the cookies we use and the purposes for which we use them see our Cookie policy below.
- **Uses made of the information:** We use information held about you in the following ways:
 - **Information you give to us.** We will use this information:
 - to carry out our obligations arising from any contracts entered into between you and us and to provide you with the information, products and services that you request from us;
 - to provide you with information about other goods and services we offer that are similar to those that you have already purchased or enquired about;
 - to provide you with information about goods or services we feel may interest you. If you are an existing customer, we will only contact you by electronic means (e-mail or SMS) with information about goods and services similar to those which were the subject of a previous sale or negotiations of a sale to you. If you are a new customer, we will contact you by electronic means only if you have consented to this. If you do not want us to use your data in this way, or to pass your details on to third parties for marketing purposes, please advise Us in writing.
 - to notify you about changes to our service;

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- to ensure that content from our site is presented in the most effective manner for you and for your computer.
- **Information we collect about you.** We will use this information:
- to administer our site and for internal operations, including troubleshooting, data analysis, testing, research, statistical and survey purposes;
- to improve our site to ensure that content is presented in the most effective manner for you and for your computer;
- to allow you to participate in interactive features of our service, when you choose to do so;
- as part of our efforts to keep our site safe and secure;

- to measure or understand the effectiveness of advertising we serve to you and others, and to deliver relevant advertising to you;
- to make suggestions and recommendations to you and other users of our site about goods or services that may interest you or them.
- **Information we receive from other sources.** We may combine this information with information you give to us and information we collect about you. We may use this information and the combined information for the purposes set out above (depending on the types of information we receive).

Disclosure of your information

We may share your information with selected third parties including:

- Business partners, suppliers and sub-contractors for the performance of any contract we enter into with them or you.
- Advertisers and advertising networks that require the data to select and serve relevant adverts to you and others. We do not disclose information about identifiable individuals to our advertisers, but we may provide them with aggregate information about our users (for example, we may inform them that 500 men aged under 30 have clicked on their advertisement on any given day). We may also use such aggregate information to help advertisers reach the kind of audience they want to target (for example, women in SW1). We may make use of the personal data we have collected from you to enable us to comply with our advertisers' wishes by displaying their advertisement to that target audience.
- Analytics and search engine providers that assist us in the improvement and optimisation of our site.
- Credit reference agencies for the purpose of assessing your credit score where this is a condition of us entering into a contract with you.

We may disclose your personal information to third parties:

- In the event that we sell or buy any business or assets, in which case we may disclose your personal data to the prospective seller or buyer of such business or assets.
- If Webtework or substantially all of its assets are acquired by a third party, in which case personal data held by it about its customers will be one of the transferred assets.
- If we are under a duty to disclose or share your personal data in order to comply with any legal obligation, or in order to enforce or apply our terms and conditions or to protect the rights, property, or safety of Webtework, our customers, or others. This includes exchanging information with other companies and organisations for the purposes of fraud protection and credit risk reduction.
- **Where we store your personal data**
The data that we collect from you may be transferred to, and stored at, a destination outside the European Economic Area ("EEA"). It may also be processed by staff operating outside the EEA who work for us or for one of our suppliers. Such staff may be engaged in, among other things,

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the fulfilment of your order, the processing of your payment details and the provision of support services. By submitting your personal data, you agree to this transfer, storing or processing. We will take all steps reasonably necessary to ensure that your data is treated securely and in accordance with this privacy policy.

All information you provide to us is stored on our secure servers. Any payment transactions will be encrypted using SSL technology. Where we have given you (or where you have chosen) a password which enables you to access certain parts of our site, you are responsible for keeping this password confidential. We ask you not to share a password with anyone.

Unfortunately, the transmission of information via the internet is not completely secure.

Although we will do our best to protect your personal data, we cannot guarantee the security of your data transmitted to our site; any transmission is at your own risk. Once we have received your information, we will use strict procedures and security features to try to prevent unauthorised access.

- **Your rights**

You have the right to ask us not to process your personal data for marketing purposes. We will usually inform you (before collecting your data) if we intend to use your data for such purposes or if we intend to disclose your information to any third party for such purposes. You can exercise your right to prevent such processing by checking certain boxes on the forms we use to collect your data. You can also exercise the right at any time by contacting us at:

The Great Hall, Dollarbeg Castle: enquiry@dollarbegcastle.com

Teal House, Walberswick: enquiry@teal-house.co.uk

Our site may, from time to time, contain links to and from the websites of our partner networks, advertisers and affiliates. If you follow a link to any of these websites, please note that these websites have their own privacy policies and that we do not accept any responsibility or liability for these policies. Please check these policies before you submit any personal data to these websites.

- **Access to information**

The Act gives you the right to access information held about you. Your right of access can be exercised in accordance with the Act. Any access request may be subject to a fee of £10 to meet our costs in providing you with details of the information we hold about you.

- **Changes to our privacy policy**

Any changes we may make to our privacy policy in the future will be posted on this page and, where appropriate, notified to you by e-mail. Please check back frequently to see any updates or changes to our privacy policy.

- **Contact**

Questions, comments and requests regarding this privacy policy are welcomed and should be addressed to

The Great Hall, Dollarbeg Castle: enquiry@dollarbegcastle.com

Teal House, Walberswick: enquiry@teal-house.co.uk

- **COOKIE POLICY**

Information about our use of cookies

Our website uses cookies to distinguish you from other users of our website. This helps us to provide you with a good experience when you browse our website and also allows us to improve our site. By continuing to browse the site, you are agreeing to our use of cookies. A cookie is a small file of

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letters and numbers that we store on your browser or the hard drive of your computer if you agree. Cookies contain information that is transferred to your computer's hard drive.

We use the following cookies:

- **Strictly necessary cookies.** These are cookies that are required for the operation of our website. They include, for example, cookies that enable you to log into secure areas of our website, use a shopping cart or make use of e-billing services.
- **Analytical/performance cookies.** They allow us to recognise and count the number of visitors and to see how visitors move around our website when they are using it. This helps us to improve the way our website works, for example, by ensuring that users are finding what they are looking for easily.
- **Functionality cookies.** These are used to recognise you when you return to our website. This enables us to personalise our content for you, greet you by name and remember your preferences (for example, your choice of language or region).
- **Targeting cookies.** These cookies record your visit to our website, the pages you have visited and the links you have followed. We will use this information to make our website and the advertising displayed on it more relevant to your interests. We may also share this information with third parties for this purpose.

Please note that third parties (including, for example, advertising networks and providers of external services like web traffic analysis services) may also use cookies, over which we have no control.

These cookies are likely to be analytical/performance cookies or targeting cookies

You block cookies by activating the setting on your browser that allows you to refuse the setting of all or some cookies. However, if you use your browser settings to block all cookies (including essential cookies) you may not be able to access all or parts of our site.