



Terms and Conditions

Please read these Terms & Conditions carefully.

Your booking and payment for a holiday constitutes acceptance of them.

For the purposes of these terms of letting the 'guest' shall mean the person named on the booking form, 1298 Ltd shall be referred to as 'we', 'us', or 'our' and The Cart House to be referred to as the 'property'.

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1 Deposit

A booking is reserved when we have received a completed booking form and a deposit equal to twenty five percent of the total amount due or the total amount if within 70 days/10 weeks of the date of arrival.

2 Payment

Remittances must be made in Pounds Sterling (GBP) as set out in the invoice by one of the following methods: bank transfer, debit card; or credit card. Any charges raised against 1298 Ltd by a guest's bank for handling bank transfers or other payments or shortfalls will be passed on to the guest.

3 Contract

When booking via our online reservation system, a contract between the guest and 1298 Ltd shall only arise when the deposit has been paid and we have confirmed the booking in writing by email. The contract is governed by English Law, and any statutory rights are not affected by anything contained in these booking conditions.

4 Joint Bookings

In the event that two or more parties are taking the property together, the booking is to be made under a single name (the guest), who shall be responsible for all payments and damage.

5 Communication

All correspondence will be by email unless postal correspondence is specifically requested at the time of booking. We do not warrant, and are not responsible for, the accuracy of any verbal information given, or any statement made by our staff or employees.

6 Final Payment

The full balance of the total holiday cost is payable no later than 70 days/10 weeks before the date of arrival. Reminders or receipts will not be sent unless requested. If the full balance is not paid on time, we reserve the right to cancel the holiday booking, in which case the deposit will be forfeited.

7 Cancellation

7.1 Terms Relevant to All Bookings

Cancellations must be immediately notified to us by phone and confirmed in writing or by email.

If eligible for a refund payment, reimbursement will be made to the cancelling guest on the scheduled check-out date of the original booking, to the card or nominated bank account used for payment.

We emphasise that guests should obtain their own travel insurance (we regret that we are unable to recommend specific companies and policies).

7.2 Rebook Stay for Future Dates

Guests wishing to cancel will be offered the opportunity to rebook their stay for future dates subject to availability. Monies already paid will be transferred towards the new booking, at the price pertaining to the new dates. Any balance due is to be paid 70 days/10 weeks before arrival, as per clause 6.

7.3 Covid-Related Local and National Lockdowns or Travel Restrictions

We guarantee a full refund of monies paid in the event of (1) a National Lockdown and/or (2) the government placing the address given on the booking form into a Tier with a Do Not Travel restriction. Our refund guarantee does NOT cover guests for (1) falling ill with Covid (or any other illness), (2) a requirement to self-isolate or quarantine, or (3) a Track & Trace alert preventing them from travelling. Those situations can all be covered by taking out suitable travel insurance.

7.4 Other Cancellations

On receipt of notice of cancellation, we will seek to re-let the property for the whole period of the booking.

If we succeed in re-letting the property for the whole period, we shall refund all the monies paid less,

- (1) any discount we have had to make for the new booking. It may not be possible to resell all the dates for the price previously paid by the cancelling guest, particularly if we have had to discount and,
- (2) an administrative charge of £20.00 per booking.

If we only succeed in re-letting the property for part of the period booked, we shall refund an amount equal to the monies paid less,

- (1) any discount we have had to make for the new booking and,
- (2) the rental for the period that is not re-let and,
- (3) an administrative charge of £20.00 per booking.

If we are unable to re-let the property before the final payment is due, the guest remains liable for the final payment on the due date as indicated in clause 6.

If we are successful in re-letting the property for the whole or part of the period of the booking after the guest has made the final payment, the guest will be reimbursed in accordance with the refund conditions above.

7.5 Circumstances on Site Beyond the Control of 1298 Ltd

If for any reason we have to cancel your booking in advance due to circumstances beyond our control at our property; for example, fire, flood, or destruction/damage to the property, will offer you alternative dates, or we will refund the full amount

of the booking. If we have to terminate your holiday early for the above reasons you will be credited or refunded part of the booking value based on the time remaining of the booking. This will be the full extent of the liability of the 1298 Ltd. No additional compensation, expenses or costs will be payable.

8 Non-Availability

If the property booked becomes unavailable or unusable for some reason prior to the date of arrival, we will immediately notify the guest and will offer you alternative dates or shall reimburse the guest with any monies paid for the accommodation.

9 Occupation

The number of persons occupying a property must not exceed the maximum number stipulated in the brochure or website. Children over the age of 3, not sleeping in the travel cot provided, count towards the total number of guests. Extra beds are not available and rollout beds are not permitted. The property is not designed for the use of youth groups or student parties. Sleeping in tents or motor vehicles onsite is not permitted. In the event of a breach of this condition will be deemed to be in contravention of our Terms and Conditions and subject to clause 31.

10 Loss of Property

We cannot be held responsible for loss or damage of guests' belongings or for injury sustained during their stay at the holiday property. In the event of belongings being left at the property best efforts will be made to locate the items and arrange return at the guest's expense.

11 Pets

No pets are permitted.

We do welcome guide dogs for the blind and hearing dogs for profoundly deaf guests.

12 Rights of Entry

1298 Ltd and/or its agents reserve the right to enter the property at any reasonable time for any reasonable cause.

13 Damages

The guest undertakes to keep the property and all the furniture, fixtures, fittings and effects in the same state of repair and condition as at the date of arrival subject to reasonable wear and tear. Breakages and damage must be reported as soon as possible. An inventory check and inspection is undertaken by us following departure of the guest. The guest is responsible for all damage or breakages. Although the guest might not be charged for minor breakages (e.g. glasses), we

reserve the right to charge for any breakages and the guest will be notified and invoiced within 48 hours of departure.

14 Lost Keys

The property has two front door keys, the guest is responsible for them, and should they be lost the guest will be invoiced for replacement keys at the current cost from our supplier.

15 Cleanliness

Every effort is made to ensure the property is maintained to the highest standard of cleanliness. The guest undertakes to leave the accommodation in a clean and tidy state at departure. For any additional cleaning that may be required in the property that is not left in a clean state. This will be charge at a rate of £36 per hour and the guest will be notified and invoiced with reasons and pictures within 48 hours of departure when our cleaning staff have reviewed conditions.

16 Linen and Towels

Linen and towels for indoor use only are provided in the property. Cot linen is not provided. Linen is changed between tenancies and weekly during tenancies of more than 7 nights.

Should the guest or and of their party required a change of linen or towels mid stay, please contact us and we will arrange for our cleaning team to attend and replace the bedding.

17 Smoking

Smoking, vaping or e-cigarettes are not permitted inside the property.

18 Personal Safety

Please be aware of the brook that runs alongside the property. In the garden there is a steep bank that runs down to the brook and at the back of the property a low wall and hedging. At certain times of the year the water level can be deep.

It is the responsibility of the guest to keep all guests in their party safe at all times and ensure that young children they are supervised at all times whilst outside of the property.

19 Arrival and Departure

Check-in by the guest and their party is from 3pm onwards. Check-out should take place no later than 10am on the day of departure. On request we may be able to offer earlier check-ins or later check-outs please contact us and we will endeavour to accommodate your requests on a case-by-case bases.

20 Complaints

Every care is taken to ensure that the property is maintained and presented to a high standard. However, if upon arrival, or during your stay, you have any cause to complain, please do let us know immediately, and every effort will be made to assist and rectify the situation. We will not be liable to make any refund in respect of complaints made after departure. We value every booking and want all our guests to enjoy their holidays.

21 Acts of God

Acts of God means any unforeseeable event that is beyond the control of 1298 Ltd, and shall include, but is not limited to: war, natural or nuclear disaster, fire, epidemics or terrorist activity. We are not liable to provide a refund in event of Acts of God and recommend you have appropriate Holiday Insurance to cover this possibility. If the property becomes inaccessible due to bad weather, we will do our best to inform the guest and to offer you an alternative week.

22 Wi-Fi

The property has good Wi-Fi signal throughout, and the guest will be provided with a code to access this. The guest agrees reasonable and lawful usage of this service.

23 Noise

Loud music is not permitted. Please ensure noise is kept to a minimum between the hours of 10pm and 8am either inside the property or in the outside space. There are 4 other properties within Forest Farm, most of which are privately owned. As such we ask the guest to be mindful and considerate and keep noise to a minimum. Any reported breach of this will be deemed to be in contravention of our Terms and Conditions and subject to clause 31.

24 Parking

The property has its own private parking area for 3 cars, to the left of the property. Due to the electric gates at the entrance of Forest Farm, guests usually find it easier to drive past the house, go around the roundabout and come back to the parking.

Parking is entirely at the guest own risk and no liability is accepted for any loss, damage to vehicles whilst within the allocated parking area or Forest Farm.

25 Electric Vehicle Charging

Charging of Electric Vehicles is Strictly Forbidden

The guest is not permitted to charge any electric vehicles using the electricity supply at the property. Any reported breach of this will be deemed to be in contravention of our Terms and Conditions and subject to clause 31.

26 Special Occasions

Please note that no party, event or gathering may take place at the property which exceeds the maximum agreed occupancy numbers for the property without prior consent. It is also not permitted for any commercial enterprise or supplier of leisure activities to visit the property during your stay without written consent from 1298 Ltd, e.g. a caterer, magician, temporary hot tub, etc. Failure to adhere to this clause may result in additional charges. It is also not permitted for any alcohol to be sold on the premises. Should any of these terms be breached the guest is deemed to be in contravention of our Terms and Conditions and subject to clause 31.

27 Gas Barbecue (BBQ)

The property has a gas barbecue for the guest to use. The barbecue is to only be used to cook food, under no circumstances may they be used as a source of outdoor heat. The cooking on the barbecue must only be on the patio area and must not be used under the veranda or inside the property. We supply gas for the barbecue, there should be sufficient gas for your stay. If the gas runs out, please contact us and we will endeavour to supply a replacement bottle. The grill should be left clean on your departure using the wire brush tool provided, do not clean the grill in the kitchen or bathroom sinks. The guest is responsible to the proper use of the barbecue, and we are not responsible for any injury caused whilst cooking on the barbecue or whilst the barbecue cools down.

28 Fireworks

The use of Fireworks is prohibited in the grounds of the Property or Forest Farm due to proximity of neighbouring livery stables.

29 1298 Ltd Duty of Care

The Property is maintained to a high standard. In the event of a breakdown, a repair/replacement shall be found/fitted within 48 hours where possible. We cannot be held liable for a breakdown of any facility which is beyond reasonable control (e.g., breakdown or failure of any electrical equipment, facility or plumbing) or from any misuse or negligence of the guest using our equipment or facilities resulting in loss, injury or accident.

30 Toiletries

We supply shampoo, shower gel, and hand wash in every bathroom, toilet and kitchen. These remain the property of 1298 Ltd. They are refilled after every guest, so that we minimise plastic use.

31 Contravention of Our Terms and Conditions

1298 Ltd and/or its agents reserve the right to require the guest and their party to vacate immediately, without recourse to compensation, should any of our Terms and Conditions be contravened.

32 Privacy Policy

This policy (together with any other documents we refer to in it) sets out the basis on which any personal data we collect from you, or that you provide to us, will be processed by us.

Please read the following carefully to understand our views and practices regarding your personal data and how we will treat it.

32.1 Who We Are

'We', 'us' and 'our' means 1298 Ltd. We are a private limited company, registered in England and Wales with company number: 13527637. Registered Address, Green Gable, Hill Pound, Swanmore Southampton SO32 2UN

If you wish to contact us, please email info@1298.ltd

By contacting us, using our services or visiting our website, which is owned and controlled by us ("our site"), you are accepting and consenting to the practices described in this policy unless you inform us otherwise.

32.2 Information We Collect from You

We may collect and process the following data about you:

32.2.1 Information You Give Us

You may give us information about you by filling in forms on our site or by corresponding with us by phone, e-mail or otherwise. This includes information you provide if you register to use our site, subscribe to our service, participate in discussion boards or other 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 about you and your guests and may include; name, address, e-mail address, phone number(s); dietary requirements; medical conditions; and allergies.

32.2.2 Information We Collect about You

With regard to 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;
- 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 our customer service number.

32.2.3 Information We Receive from Other Sources

We may receive information about you from third parties such as online travel agents or booking engines. When that data is collected from you, you should be informed by those third parties at that stage that it may be shared internally by us and combined with data collected from multiple sources.

We also work 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.

We also receive information about you from cookies. For more information about cookies, please see our cookie policy here: <https://www.1298.ltd/cookie-policy>

32.3 Uses Made of the Information

We use information held about you in the following ways:

32.3.1 Information You Give to Us

32.3.1.1 We Will Use This Information To:

- notify you about changes to our service;
- ensure that content from our site is presented in the most effective manner for you and for your device.

Where you have indicated to us that you are happy for us to do so, we may also use this information to:

- provide you with information about other services we offer that are similar to those that you have already enquired about or receive from us; and
- provide you, or permit selected third parties 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, SMS, and WhatsApp/WhatsApp Business) 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, and where we permit selected third parties to use your data, we (or they) 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 leave the relevant box blank situated on the form on which we collect your data.

32.3.1.2 Information We Collect about You.

Examples of how we will use this information includes (but is not limited) to;

- administer our services, and for internal operations, including troubleshooting, data analysis, testing, research, statistical and survey purposes;
- improve our site to ensure that content is presented in the most effective manner for you and for your device;
- allow you to participate in interactive features of our services, when you choose to do so;
- keep our services, site and premises safe and secure;
- measure or understand the effectiveness of our service.

32.3.2 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).

32.4 Disclosure of Your Information

You agree that we can share your personal information with:

- our suppliers and sub-contractors for the performance of any contract we enter into with them to allow us to provide services to you, and only where they are under a duty to deal with your personal data in accordance with the law; and
- anonymously, with analytics and search engine providers that assist us in the improvement and optimisation of our site or business.

We use third party processors and as such may share your information with them. The processing of this information will be in line with the third parties privacy policy. The third party processors we use are as follows:

- HolidayRentPayment by Yapstone, Mail Chimp, SuperControl, Stripe, and Xero.

We will 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 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 of use or terms and conditions of supply of services and other agreements; or to protect the rights, property, or our safety, the safety of our customers, or others. This includes exchanging information with other companies and organisations for the purposes of fraud protection and credit risk reduction.

We are a member of [Premier Cottages](#), a professional collective of independent luxury cottage owners. Premier Cottages promotes properties on our behalf as well as other luxury cottages. As members of Premier Cottages we would like to give

them your information so that they can contact you about other quality properties that you might like. You may unsubscribe from this service at any time.

32.5 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. By providing us with your personal data, you agree to this transfer, storing and/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 or on secure servers operated by a third party. 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.

32.6 Your Rights

You have the right to ask us not to process your personal data for marketing purposes. We will ask for your permission 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. If you have given us permission to disclose information about you to a third party, you may revoke that permission at any time by contacting us.

You have the right (subject to certain restrictions) to request any of the following; we ask that you send such requests to our contact details as listed above:

- **Access** - to access all the personal data we hold about you;
- **Erasure** - that we erase all personal data we hold about you, if that data is no longer being used for the purposes you have consented to or if you revoke your consent;
- **Portability** - to copy or transfer the personal data we hold about you to another party.

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.

32.6.1 Data Retention

We will not store your data for any longer than is necessary. If you are a user of our services, then your information will be held for as long as you continue to use our services.

If you cease to use our services, your personal data will be anonymised for statistical purposes shortly after you stop using our services.

32.6.2 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.