

## Terms and Conditions:

All Accommodation, Therapies, Treatments, Pamper Days and Bridal Showers are subject to availability.

### Reservations:

Please telephone our Reservation Desk on +44 (0) 1237 451539 to check prices and availability and to discuss specific dietary requirements, specific requirements for gender of Therapist (male or female), any contra Indications or conditions (see Contra Indications below) or special access requirements that may affect your stay, use of the facilities or the treatments that you or your party are considering etc. Payments may be made by valid Gift Vouchers, cash, cheque or credit & debit card. All prices quoted are inclusive of Value Added Tax at the prevailing rate (20%). Payments by credit or debit cards can not be accepted for a value of less than five pounds sterling, credit and debit card payments may be subject to a 2% surcharge, in the case of American Express this may be as high as 5%. Once a booking has been made and a securing (**non refundable**) deposit has been paid, provided that the booking has been made more than 24 hour prior to your expected arrival date; you will receive confirmation of your booking along with pre-arrival details by post, fax or email. Should your booking be covered fully or in part by a Gift Voucher or Vouchers then please indicate the Gift Voucher number and issue date at the time of booking, (see Gift Vouchers below)

The person making the booking (head of party) must be 18 years old at the time of making the booking.

When an Accommodation booking has been confirmed, you are responsible for the total cost of the accommodation. Where a booking has been made more than six weeks in advance of the expected arrival date, it is your responsibility to ensure that any balance is received by us 6 weeks prior to your arrival date, failing which, deposits will be forfeited and the accommodation will be offered for re-sale, you will remain responsible for the balance of the accommodation should the accommodation remain un-sold.

Occasionally, offers are made giving you the chance to book Accommodation or Pamper Days or Bridal Showers at discounted rates or as part of a promotion, any such variations shall be governed by these terms and conditions with appropriate variances concerning that specific offer or promotion.

Whilst all bookings are accepted in good faith by Barton Court, in the extremely unlikely event of any occurrence making it necessary for Barton Court to cancel your booking, Barton Court's liability shall be limited to the re-scheduling of the booking.

In the event of a no show for whatever reason Barton Court has no liability to refund the cost of the accommodation.

**We strongly recommend taking out a cancellation policy to cover the cost of your accommodation with a company such as Travellers Protection Services Limited on +44 (0) 870 7744056 or visit [www.cancellationplan.com](http://www.cancellationplan.com)**

### Cancellation Policy:

#### Pamper Days and Bridal Showers:

In the event that you are unable to attend your Pamper Day or Bridal Shower at Barton Court we will endeavour to re-schedule your booking to a time that is convenient to you, provided that you give at least one weeks notice. In the event of extraordinary circumstances we will still try to be accommodating. In the event that it is not possible to re-schedule your Pamper Day or Bridal Shower you are expected to attend on the confirmed date, should you fail to attend on the confirmed day then Barton Court will be unable to offer a refund and the full cost of your booking shall be due.

Pamper Days and Bridal Showers; once the number of persons attending has been confirmed; the confirmed number of persons is expected to attend. Should the number of persons confirmed reduces or increases for whatever reason Barton Court requires one weeks notice of the reduction or increase in numbers: reductions in number notified on the day, payment in full will be charged for the non attending person/s. Reduction in number within two days, payment of 50% will be charged for the non attending person/s. Barton Court reserves the right to cancel a day should the number of persons fall below a viable number.

#### Therapies and Treatments:

In the event that you are unable to attend a therapy or treatment session booked at Barton Court we will endeavour to re-schedule your therapy or treatment to a time that is convenient to you, provided that you give at least twenty four hours notice of cancellation. In the event of extraordinary circumstances we will still try to be accommodating. If a booking for a treatment or therapy is made within twenty four hours you are expected to attend on the day and time that has been reserved. Failure to attend will result in you being charged in full for the booked treatment.

#### Gift Vouchers:

Gift Vouchers are available for Accommodation, Therapies, Treatments, Pamper Days and Bridal Shower. All Gift Vouchers are valid for a period of six months from the date of issue unless otherwise specified. Gift Vouchers can not be refunded in total or in part and cannot be replaced

if lost, stolen or misplaced. A booking made against a Gift Voucher which is then subsequently cancelled within twenty four hours for a Therapy or Treatment or one week for a Pamper Day or Bridal, the Gift Voucher will be deemed as having been used for the cancelled Therapy, Treatment, Pamper Day or Bridal Shower as appropriate. Should you reschedule the booking for a date within one month, provided the date falls within the validity period of the voucher, the Gift Voucher will be honoured.

It is essential that you bring your valid Gift Voucher/s with you when you attend Barton Court. Should you fail to bring your Gift Voucher with you, you will be charged for the Therapy, Treatment, Pamper Day or Bridal Shower that you have booked, Barton Court reserves the right to refuse you admission to the facility if you do not have the funds to cover the booking. A refund will be made on receipt, by us, of the valid Gift Voucher.

### Contra Indications:

Should you be aware that you have a condition or special requirement that Barton Court SPA should be aware of when you visit us for a Therapy or Treatment or Pamper Day or Bridal Shower such as, but not limited to (skin disorders, pregnancy, bone fractures or breakages, phlebitis, cancer, high blood pressure, diabetes, nervous disorders, HIV/AIDS, menstruation, organ transplant, recent operation, lactation, sprains or strains, inflammation, thrombosis, sensitive varicose veins, heart disease, low or high blood pressure, epilepsy or psychotic seizure, MRSA or similar or haemophilia) please consult your doctor prior to booking your visit to ensure that the proposed Therapy or Treatment is suitable for you in your condition. If you do not inform us of a specific condition or special need we may not be able to fully accommodate you on your visit.

### The SPA:

The SPA is available to persons of 16 years and older, with the exception of younger persons staying in the accommodation or by special prior arrangement. During your stay, pamper day or bridal shower persons who are private members of the SPA will have access to the SPA facilities. The SPA is accessed via a combination keypad; the door should not be propped open unless done so by the company to allow unimpeded access. Whilst every effort is made to ensure that all of the facilities within the SPA are available to you for your visit, unforeseen circumstances, on-going maintenance and occasional refurbishment may result in the withdrawal from use of any or all of the facilities at short notice. All facilities are subject to availability. In all cases the use of the SPA facilities is entirely at your own risk. Cautionary Signs and Usage Signs are posted around the facility for your safety and information.

In the SPA we use a minimum amount of sanitising chemicals in the swimming pool and hydrotherapy pool (**chlorine**). In the interests of hygiene it is imperative that you shower before entering the swimming pool or hydrotherapy pool and after having using the sauna you must shower before entering the swimming pool or the hydrotherapy pool.

#### To make your day as enjoyable as possible we would draw your attention to a few items:

The floor in the SPA is under floor heated but may become slippery when wet, TAKE CARE! Flip flops are provided for your convenience.

TAKE CARE when entering the Hydrotherapy SPA, the safe way is to: 'SIT ON THE SIDE AND LOWER YOUR LEGS INTO THE WATER', DO NOT STEP DIRECTLY INTO THE WATER IT IS DEEP!

TAKE CARE when moving around inside the sauna cabinet; THE SAUNA HEATER IS HOT! DO NOT TOUCH or SIT on the heater! DO NOT place Towels, Robes or anything that is Combustible on the sauna heater as this may result in a fire.

DO NOT RUN AROUND in the pool hall.

DO NOT PLAY BALL GAMES in the pool hall.

DO NOT DIVE, JUMP or BOMB into the pool.

DO NOT take items such as drinking glasses or china plates into the pool hall.

Drinks dispensed from the vending machine are served in Paper cups, this is a matter of health and safety within the SPA building.

Please ensure that you are clothed (bathing costume, bikini, towel or robe) at all times whilst in the SPA.

People using the hydrotherapy pool should not drink alcohol or take prescribed medication before or during the bathing session as the effects of alcohol and drugs are increased by the use of the 'SPA'. The jets will shut down automatically after 30 minutes, you should not stay in the 'SPA' with the jets working at high pressure for more than 30 minutes at a time, allow a 'cooling down' period of up to 15 minutes before restarting the jets on high pressure. If you feel light-headed or your blood pressure falls or should you feel unwell whilst using the

'SPA'; get out of the 'SPA' and allow yourself time to cool down and recover.

Barton Court reserves the right to deny access to the SPA facility if it is deemed that you are under the influence of alcohol or substances that may jeopardise your safety or the safety of others.

**By entering the SPA complex you agree to abide by the above conditions.**

### The GYM:

The GYM is available to persons of 16 years and older. During your stay, pamper day or bridal shower persons who are private members of the GYM will have access to the SPA facilities. A safety induction must be attended before the gym may be used. The GYM is accessed via a combination keypad; the door should not be propped open unless done so by the company to allow unimpeded access. Whilst every effort is made to ensure that all of the facilities within the GYM are available to you for your visit, unforeseen circumstances, on-going maintenance and occasional refurbishment may result in the withdrawal from use of any or all of the facilities at short notice. All facilities are subject to availability and to you attending a short safety induction on the correct use of the equipment and facilities. The use of the GYM facilities is entirely at your own risk. Cautionary signs and usage signs are posted around the facility for your information. Antibacterial wipes are provided to wipe down all equipment surfaces following use.

### Accommodation:

#### Availability:

**Your accommodation will be ready for you at 3pm on your arrival day, please do not arrive earlier unless by prior arrangement.**

**Please vacate your cottage by 10am on your departure day.**

#### Cleaning:

All cottages are thoroughly cleaned between lettings. However time is always limited so please leave the cottage as clean and tidy as possible. All breakages must be reported and/or paid for, furniture and effects in the cottages must be left in the same condition as when you arrived.

#### Occupation:

Only the number of persons confirmed in the booking are allowed per cottage unless by prior arrangement. Your rights to occupy the cottage may be forfeited without compensation if: more people take up occupation, you entertain overnight guests without permission, or you embark on any activity which may cause unreasonable damage, noise or disturbance.

#### Facilities:

The use of the facilities and amenities on site are entirely at your own risk, and no responsibility can be accepted by the Owners for injury, loss or damage to you or your possessions including your vehicle.

Every effort is made to ensure that the facilities offered are available but we reserve the right, in the event of circumstances beyond our control to withdraw such facilities.

The Studio & Owl's Hollow have private hot tubs 'SPA' installed outside, the sanitising chemical used is **chlorine**. In the interests of hygiene, People bathing in the hot tub **MUST** shower before entering the hot tub; this is to remove loose skin, skin debris, oil, deodorants etc. Failure to shower before entering the hot tub will adversely affect the chemical balance, cause undesirable foam and cause the water to go cloudy and smell. The 'SPA' is designed to comfortably hold two Adults, providing three different seating positions: The Lounge Seat and Two more Upright Seats. Please ensure that you wear suitable bathing attire and that loose clothing and hair are not drawn into the water intake ports at the base of the foot-well. If you are entertaining guests they should not be allowed to use the SPA, this is to prevent cross contamination issues. The 'SPA' is protected by a Residual Current Device (RCD) which will disconnect the power should any electrical fault occur.

Electricity is included in the cost of your accommodation booking, however with the constant rise in heating oil prices, an oil surcharge will be levelled between 31<sup>st</sup> October and 1<sup>st</sup> March.

We would request that you exercise good house keeping with regard to not leaving lights and heating on in the cottage when they are not required.

Issue 2 January 2011

## GENERAL:

### References:

References herein to Barton Court or the company shall mean Barton Court Way Limited. References herein to you or your shall mean the person making the booking or the person who is the subject of such booking.

### Law:

These terms and conditions shall be governed by and construed in accordance with English Law. If any provision within these terms and conditions shall be deemed as unlawful, void or for any reason unenforceable then that provision shall be deemed severable and shall not affect the validity and enforceability of the remaining provisions. Any dispute will be dealt with by the Courts of England and Wales only.

### Complaints:

Every effort has been made to ensure that your accommodation, Pamper Day or Bridal Shower is available and enjoyable; however should you have a complaint or observation that you wish to make formally, such should be made in writing to the managing Director, Barton Court Way Limited, Barton Court, Barton Road, Buckland Brewer, Nr, Bideford. North Devon. EX39 5LN.

### Your Rights:

Your statutory rights are not affected by anything contained within these terms and conditions.

**Barton Court Way Limited reserves the right to alter or amend these terms and conditions from time to time by posting new terms and conditions on this web site.**