

**TERMS AND CONDITIONS**  
**NEW HOUSE FARM, MANGERTON LANE**  
**BRADPOLE, BRIDPORT, DORSET, DT6 3SF**

**1. INTERPRETATION**

1.1 The following words shall have the following meanings throughout these terms and conditions:-

**“you” and “your”** means the person who makes the booking on New House Farm's website;  
**“New House Farm”** means **“My full property business name”**.

1.2 Unless the context otherwise requires, words in the singular shall include the plural and vice versa.

**2. TERMS AND CONDITIONS**

2.1 These terms and conditions are between you and New House Farm.

2.2 Please read and make sure that you understand these terms carefully before using this web site and committing yourself to a booking because you will be bound by these terms and conditions once a booking has been made by you and New House Farm have accepted it. New House Farm will not allow you to make a booking on our website unless you have confirmed that you have read these terms and conditions.

2.3 By using this website you agree to be bound by and accept, without modification, the terms and conditions published on this website. If you do not agree with these terms and conditions, then you are not authorised to use this website.

2.4 New House Farm reserve the right, in its sole, absolute and unfettered discretion, to modify, alter or otherwise update these terms and conditions at any time. Such modifications, alterations or updates shall be effective immediately upon posting. By using this website after New House Farm have posted notice of such modifications, alterations or updates, you agree to be bound by such revised terms and conditions.

**3. MAKING YOUR BOOKING**

- 3.1 All bookings are subject to availability.
- 3.2 When you make a booking on New House Farm's website, you undertake that:-
  - 3.2.1 You are at least 18 years old and have the legal capacity to make the transaction at the time of booking;
  - 3.2.2 You are responsible for making payment of the deposit to New House Farm and you accept financial responsibility for all transactions made under your name or account;
  - 3.2.3 You are authorised to do so and that all other party members agree that the booking is subject to these terms and conditions; and
  - 3.2.4 The details you give to New House Farm when making a booking are correct in particular that the credit or debit card you are using is your own and that there are sufficient funds to cover the cost of the deposit.
- 3.3 Subject to the above and receipt of the deposit by New House Farm, you will be issued with a written confirmation by email as soon as reasonably possible showing your booking details and the amount of the deposit paid.
- 3.4 As soon as your confirmation is received, you must check the details carefully. If anything is not correct you should tell us immediately. It is your responsibility to check your emails regularly and to advise of any change to your email address.
- 3.5 New House Farm, on behalf of the property owner have the right to refuse any booking prior to the issue of your written confirmation. If New House Farm do this, New House Farm will tell you in writing and promptly refund any deposit due that you have paid to New House Farm. In this case neither New House Farm nor the property owner shall have any liability towards you.
- 3.6 You must not use the website for speculative, false or fraudulent bookings.
- 3.7 Failure to supply the correct credit or debit card billing address information and/or cardholder details may result in delays to your booking and may make the booking fee subject to increase. Please ensure that the details you give match those on your credit card billing statement. New House Farm also reserves the right to cancel bookings after issue if payment of the deposit is declined or incorrect cardholder details and billing information have been supplied.
- 3.8 In an effort to minimise the effects of credit card fraud, New House Farm reserve the right to carry out random checks and may request you to either fax or post to New House Farm proof

of your address and a copy of the credit card and recent statement before processing any bookings.

- 3.9 Please note that any ratings shown on New House Farm's website are those of the national Tourism Agency or the AA of England Scotland Wales or Northern Ireland (as the case might be). Therefore New House Farm cannot be held responsible for any misconceptions relating to star ratings.

#### **4. PAYMENT**

- 4.1 When you make a booking on New House Farm's website, you should pay the deposit amount or full amount then due (this will depend on the Property owner) by debit or credit card on New House Farm's website. The balance of the deposit must be paid before New House Farm sends you the confirmation email and passes your details onto the property owner.

- 4.2 Credit card companies charge us a fee when you pay with their cards and therefore New House Farm reserve the right to charge a credit card fee is applied to some travel bookings made with Visa, MasterCard or American Express credit cards.

#### **5. PRICING**

- 5.1 The amount of the deposit may be increased or decreased and corrections made to errors in advertised deposits at any time before your booking is confirmed. The amount of the deposit paid will be confirmed at the time of booking.

- 5.2 All deposits quoted or otherwise advised to you include all charges and any UK taxes or governmental levies that apply to your booking at the time of booking.

#### **6. BROCHURE OR WEBSITE DETAILS**

New House Farm aim to ensure that the information provided is accurately conveyed on New House Farm's website. There may be small differences between the actual property and its description, as we are always seeking to improve services and facilities. Occasionally, problems mean that some facilities or services become unavailable or subject to restriction. If this happens, New House Farm will tell the party leader as soon as reasonably practical after New House Farm become aware of the situation. New House Farm cannot accept responsibility for any changes or closures to local services or attractions mentioned on New House Farm's website. New House Farm makes reasonable efforts to ensure that information supplied to you in relation to your booking is accurate and complete as at the date

given. New House Farm cannot accept responsibility for any inaccurate, incomplete or misleading information about any booking, except where any such information has arisen out of our negligence.

## **7. IF YOU CHANGE OR CANCEL YOUR BOOKING**

### **7.1 Changes**

7.1.1 If, you wish to change any detail of your confirmed booking contact the property owner of the proposed changes, provided that notification is received in writing from the party leader.

7.1.2 However, New House Farm cannot guarantee that the property owner concerned will be able to meet any such request.

7.1.3 This notification must be accompanied by a payment of £25 for each change, together with any costs incurred by New House Farm and any costs or charges incurred or imposed by any owner.

7.1.4 Please be aware that all deposits paid by the party leader to New House Farm when making a booking on New House Farm's website are non-refundable.

### **7.2 Full Cancellations**

7.2.1 If you have to, or wish to, cancel your booking, the party leader must contact New House Farm as soon as possible. The day New House Farm receive your notification of cancellation is the date on which your booking with the property owner is cancelled.

7.2.2 Depending on your reason for cancellation, you may receive a refund authorized by the property owner of all monies you have paid to them for your booking (excluding, where applicable, any amendment charges and credit card charges you have already incurred. New House Farm will also retain a cancellation administration fee of £25 per cancelled booking.)

7.2.3 Please note that the refund provisions referred to above only apply if the cancellation applies to all members of your party. All prices are for the entire property and not on a per person basis.

7.2.4 Under your contract with the property owner, in order to qualify for a refund your reason for cancelling must be one of the following, must apply to a member of your party, and with the exception of pregnancy must have occurred after your booking and must prevent you from taking your trip (please note that you will not receive a refund for pregnancy where the party member is expected to give birth within 14 weeks of the arrival):-

7.2.4.1 Illness/Pregnancy (subject to medical evidence of unfitness to travel);

7.2.4.2 Death;

7.2.4.3 Redundancy (provided employment has been on a continuous basis with the same employer for at least 2 years);

7.2.4.4 Jury or Witness service (in a Court of Law);

7.2.4.5 Illness or Death of a close relative (a close relative is defined as one of the following - Spouse, Son or Daughter (in law), Parent (in law), Grandparent, Sister or Brother, Fiancé(e));

7.2.4.6 Your home is rendered uninhabitable due to fire, storm, flood, subsidence or malicious damage;

7.2.4.7 Your presence is requested by the Police, following a burglary at your home or place of business, during the period of your holiday or within the preceding 7 days;

7.2.4.8 Your unexpected posting by HM Forces or cancellation of leave by HM Police (unless the cost of the lost holiday is recoverable from any other source); or compulsory quarantine.

7.2.4.9 You are unable to reach your holiday destination due to snow or flood conditions or as a result of being involved in an accident en route (NB: This only applies if you have made every effort to attempt to complete your journey. You will need to produce evidence from the Police, RAC or AA).

7.3 Although a refund is available in these circumstances you may prefer to delay your arrival. In these cases a 25% refund is available for each 24 hour delay, up to a maximum of 72 hours = 75% (For short breaks, a fixed refund of 50% applies for all arrivals delayed for more than 24 hours).

7.4 The following reasons for cancellation do not qualify for a refund as set out above:-

7.4.1 Suicide or attempted suicide;

7.4.2 Intentional self-injury;

7.4.3 The effect of intoxicating liquor or drugs; and

7.4.4 Or any other reason which is not specifically referred to.

7.5 Where the reason for cancellation does not fall within one of the qualifications for a refund as set out above, a cancellation charge will be payable, levied by the property owner, based on the number of days before the arrival date at the property that New House Farm receives notification of your cancellation, as shown in the following table. This means that if you have paid the balance of your total holiday cost and then have to, or wish to, cancel, you may receive a refund of part of such cost. However, if you have not paid your total holiday cost by the time of your cancellation, you may be required to make a further payment by way of cancellation charge.

7.6 Any credit card charges and administration fees for making any changes will still be payable in full by you. Please note that, where already paid, such credit card charges and administration fees are not refundable in the event of your cancellation.

7.7 Cancellation charges

<b>Number of days before start date of your arrangements that notification of cancellation is received by us</b>	<b>Cancellation Charge (plus all booking fees, insurance premiums, credit card charges or administration fees payable by you)</b>
More than 70 days	Full Deposit (including any Balance of Deposit due)
29 – 70 days	50% of Accommodation Cost or Full Deposit (including any Balance of Deposit due), whichever is the greater.
15 – 28 days	75% of Accommodation Cost
14 days or less	90% of Accommodation Cost
On arrival date or later	Full Accommodation Cost

7.8 Curtailment of your stay

A refund as set out above is also available if your stay is cut short for any of the qualifying reasons set out above. In this case, you will be reimbursed for the appropriate proportion of the cost of your stay. This only applies if the property is vacated by all persons in your party. Where your stay is curtailed for medical reasons affecting any persons in your party, you will need to produce a certificate from a local doctor, confirming the necessity of returning home.

7.9 Partial Cancellations

Where only part of your party needs to cancel this will not normally affect the total cost of your booking unless any travel arrangements or additional services which are charged on a per person basis are cancelled. In these instances any such per person charges paid will be refunded after deducting any cancellation charges made by the property owner concerned.

## **8. CANCELLATIONS OR CHANGES BY THE PROPERTY OWNER**

The property owners do not expect to have to make any changes to your booking, but sometimes problems occur and bookings have to be changed or cancelled or errors in brochures or other details corrected. The property owner reserves the right to do so. If this does happen, New House Farm, on their behalf, will contact the party leader (by telephone where reasonably possible in the case of a significant change or cancellation; minor changes will be notified by post) as soon as is reasonably practical, explain what has happened and inform you of the cancellation or change.

## **9. New House Farm's LIABILITY TO YOU**

9.1 Your contract with the property owner is subject to these terms and conditions, which may contain additional limitations to their liability. New House Farm may forward any relevant terms and conditions to you on their behalf.

9.2 New House Farm do not exclude or limit any liability for death or personal injury which arises as a result of New House Farm's negligence or that of New House Farm's employees whilst acting in the course of their employment, or for New House Farm's own criminal act.

9.3 Neither New House Farm nor the property owner can be held responsible for noise or disturbance originating beyond the boundaries of the property or which is beyond the property owner's control. In the event that a source of reasonably obvious noise has been in existence prior to your arrival and New House Farm is informed of this, New House Farm will contact you to inform you of the disturbance. New House Farm cannot be held responsible for the breakdown of mechanical equipment such as pumps, boilers, swimming pool filtration systems, nor for the failure of public utilities such as water, gas and electricity.

## **10. INSURANCE**

New House Farm recommend that you take out adequate travel insurance to cover you for the duration of your stay.

## **11. DISABILITIES AND MEDICAL PROBLEMS**

If you or any member of your party has any medical problem or disability that may affect your booking please tell New House Farm before you confirm your booking and give New House Farm full details in writing as early as possible before you travel. If the property owner reasonably feels unable to properly accommodate the particular needs of the person concerned, New House Farm reserves the right to decline or cancel the reservation.

## **12. YOUR PROPERTY**

- 12.1 You can arrive at your property at any time after 4.00pm (unless advised otherwise, for example on your confirmation) on the start date of your rental period and you must leave by 10.00 am on the last day. If your arrival will be delayed beyond 8.00pm on the start date of your rental period, you must contact the property owner. If you fail to do so, you may not be able to gain access to the property. If you fail to arrive by 12 noon on the day after the start date of your rental period and you do not advise New House Farm of your late arrival, New House Farm may treat your booking as having been cancelled by you. No refund of any monies paid by you will be made in this situation.
- 12.2 New House Farm may require you to pay a security deposit on arrival. If this applies to your chosen property you will be advised of the amount at the time of booking. The security deposit will be refunded by the property owner at the end of your rental period (less any costs for breakages, damage etc if applicable).
- 12.3 You and all members of your party agree to keep the property clean and tidy, to leave the property in a similar condition as you found it upon your arrival, and to behave lawfully at all times whilst at the property.
- 12.4 You and all members of your party further agree not to use the property for any unlawful or commercial purpose, including without limitation assigning or subletting it or otherwise allowing anyone to occupy it who has not previously been accepted by New House Farm on behalf of the property owner.
- 12.5 You are responsible to the property owner for the actual costs of any breakage or damage in or to the property - along with any additional costs that may result - which are caused by you and/or any members of your party, and the property owner can require payment from you to cover any such costs.
- 12.6 The property owner is entitled at their sole and absolute discretion to refuse to hand over to you, or to repossess, the property if the property owner reasonably believes you or any member of your party is behaving unlawfully, or that any damage is likely to be caused, has



been caused or is being caused by the behaviour of you or any members or your party. These circumstances will be treated as a cancellation by you.

- 12.7 You also must not allow more people than the website states to occupy the property, neither can you significantly change the composition of your party during your occupation of the property. If you do any of these things, the property owner can refuse to hand over the property to you, or can repossess it. If the property owner does so, this will be treated as a cancellation by you. In these situations no refund of any monies you have paid in respect of your booking will be made and neither will the property owner will have any liability to you as a result of this situation arising (including for example any costs or expenses you incur due to not being able to occupy the property, such as the cost of securing an alternative property/accommodation or the payment of any compensation to you). Neither will the property owner will be obliged to find any alternative accommodation for you.
- 12.8 You must allow the property owner and any representative of the property owner (including workmen) access to the property at any reasonable time during your occupation of the property (except in cases of emergency or where a problem needs remedying quickly and you cannot be contacted in time - in these situations the property owner is entitled to enter the property at any time without giving you prior notice).
- 12.9 Pets are not allowed unless stated otherwise. If you take a pet with you, it is not allowed on beds or furniture, or in any other areas as notified to you by the property owner. Pets should not be left unattended in the property, and dogs should be kept on a lead within the boundaries of a property including the garden.
- 12.10 Registered guide and support dogs belonging to those with visual and hearing impairments are allowed in all properties even where the property description states that pets are not allowed.
- 12.11 Customers with allergies should be aware that New House Farm cannot guarantee that a registered guide and/or support dog has not stayed in their chosen property nor can New House Farm accept any liability for any suffering which may occur as a result of such animals having been present.

### **13. SPECIAL REQUESTS**

If you have any special requests you must advise New House Farm prior to booking and confirm them in writing. Otherwise no guarantees can be given that any request will be met. Confirmation that a special request has been noted by the property owner, or the inclusion of the special request on your written confirmation or any other documentation, is not

confirmation that the request will be met. Failure to meet any special request will not be a breach of these terms and conditions. Conditional bookings cannot be accepted ie: any booking which is specified to be conditional on the fulfilment of a particular request.

#### **14. COMPLAINTS**

14.1 If you have any cause for complaint then New House Farm, is anxious that remedial action is taken as soon as possible. It is essential that you contact the property owner or their representative immediately if any problem arises so that it can be speedily resolved. It is often extremely difficult (and sometimes impossible) to resolve difficulties properly unless the property owner is promptly notified. Discussion of any criticisms with the property owner or their representative whilst you are in residence will usually enable shortcomings to be rectified straightaway. In particular, complaints of a transient nature (for example, regarding preparation or heating of the property) cannot possibly be investigated unless registered whilst you are in residence.

14.2 If you cannot make contact with the property owner or his/her representative, or if you remain unhappy with their response, then the party leader must, within 30 days of returning from your holiday rental, put your complaint in writing to New House Farm. This procedure is designed to ensure the speediest possible investigation and rectification of complaints.

14.3 Please help New House Farm to help you by following this procedure. If you fail to do so, this may affect your entitlement to claim compensation where this would or may otherwise have been appropriate.

#### **15. New House Farm'S WEBSITE**

15.1 New House Farm does not make any warranty that this website is free from infection by viruses or anything else that has contaminating or destructive properties.

15.2 New House Farm assume no responsibility for the contents of any other websites to which New House Farm's website has links and shall not be held responsible or liable for any loss or damages caused or alleged to have been caused by use of or reliance on any content on such hyperlinked sites. New House Farm may not have control of such websites. The inclusion of any hyperlinks to such other websites does not mean that New House Farm endorse the material on such websites or have any association with the owner thereof.

15.3 This website may permit you to link to many other websites that may or may not be affiliated with this website and/or with us, and that may have terms and conditions that differ from, or contain terms and conditions in addition to, these terms and conditions specified on this

website. Your access to such websites through any links provided on this website is governed by the terms and conditions of those websites, and not this website.

15.4 New House Farm does not guarantee the transmission or processing of any information or online activity or transaction submitted to this website. The transmission of any information does not mean the online activity or transaction has been accepted or rejected, but merely indicates that a transmission has been initiated. All online activities and transactions are subject to written confirmation, whether in electronic form or otherwise.

15.6 The level of service available on and from this website may vary, and this website may be inaccessible or "down" for periods of time and New House Farm reserve the right to suspend or discontinue this website, in whole or in part, for business or technical reasons.

15.7 Neither New House Farm nor any person involved in the creation, production and distribution of this website, warrants that the functions contained in this website will be uninterrupted or error-free or that defects will be corrected.

## **16. CONDITIONS OF USING New House Farm'S WEBSITE**

16.1 As a condition to your use of this website, you warrant to New House Farm that you will not use this website for any purpose that is unlawful or prohibited by these terms and conditions, including without limitation the posting or transmitting of any threatening or libellous, defamatory, obscene, scandalous, inflammatory, pornographic or profane material.

16.2 New House Farm reserve the right in its sole, absolute and unfettered discretion at any time to restrict or prohibit access to this website for any user for any reason, and especially to restrict or prohibit access for users who demonstrate patterns of abuse, or unusual or improper use of this website or who violate these terms and conditions. If you violate any of these terms and conditions, your permission to use this website immediately terminates without the necessity of any notice.

## **17. INTELLECTUAL PROPERTY**

17.1 This website is owned, controlled, managed and operated by New House Farm.

17.2 All content on this website, including, but not limited to text, images, illustrations, audio clips and video clips, are protected by copyrights, trademarks and/or other intellectual property rights and are owned and controlled by New House Farm.

17.3 This website is for personal and non-commercial use. You may not modify, copy, distribute, transmit, display, perform, reproduce, publish, license, create derivative works from, transfer or sell any information obtained from this website. You may only download to your personal computer for viewing purposes and print out pages from this website for your personal use.

## **18. DISCLAIMER OF WARRANTIES AND LIABILITY**

18.1 All content on this website is provided "as is" and "as found" and without warranties of any kind, either express or implied other than those warranties which, under UK law applicable to these terms and conditions, are implied by law and are incapable of exclusion, restriction or modification.

18.2 New House Farm disclaims any and all warranties, express or implied, including, but not limited to, implied warranties of merchantability, satisfactory quality, fitness for a particular purpose, title and infringement.

18.3 New House Farm do not warrant or make any representations regarding the results that may be obtained from the use of this website, or as to the reliability or accuracy of any content information, service and/or merchandise acquired pursuant to your use of this website.

18.4 New House Farm attempts to ensure that the content that you access on this web site at any one time is accurate. However, the content may include inaccuracies, typographical errors and omissions. New House Farm will do its best to correct errors and omissions as quickly as practicable after being notified of them. Changes are periodically made to the content that you access on this website with additions, deletions and amendments occurring thereto and improvements and/or changes may be made to the functionality, design or layout of this website.

18.5 You expressly agree that use of this website is at your sole risk. You (and not us) assume the entire cost of all necessary servicing, repair or correction of your system. You expressly agree that neither us nor any person or entity involved in the creation, production and distribution of this website, is responsible or liable to any person whatsoever for any loss, damage (whether indirect, punitive, incidental, special, or consequential), liability or other cause of any kind or character whatsoever based upon contract, tort, strict liability or otherwise arising out of or resulting from the use or attempted use of this website or any other linked site, except in relation to liability, loss and damage for death or personal injury for which no limit applies.

18.6 By way of example and without limiting the generality of the foregoing, we shall not be liable for any claim, loss or damage arising out of or resulting from failure of performance of this website, error, omission, interruption, deletion, defect, delay in operation, computer virus,

theft, destruction, unauthorised access to or alteration of personal records, or other materials appearing on this website. You expressly acknowledge and agree that New House Farm are not liable for any defamatory, offensive or illegal conduct of other subscribers or third parties.

18.7 New House Farm shall only be liable for direct loss arising out of or resulting from the use of this website, whether based on contract, tort, strict liability or otherwise, up to a maximum of the total value of the transaction under which the claim arises for any one event or series of connected events.

18.8 This liability section applies only and to the greatest extent permitted by law.

18.9 This does not affect your statutory rights as a consumer.

## **19. INDEMNIFICATION**

You agree to indemnify, defend and hold harmless New House Farm from and against all losses, expenses, damages and costs, including reasonable legal fees, resulting from any violation by you of these terms and conditions.

## **20. CONFIDENTIALITY**

20.1 New House Farm will keep in strict confidence all confidential information which has been disclosed to New House Farm by you. New House Farm shall restrict disclosure of such confidential information to such of its employees, agents or subcontractors as need to know it for the purpose of discharging New House Farm's obligations under these terms and conditions, and shall ensure that such employees, agents or subcontractors are subject to obligations of confidentiality corresponding to those which bind New House Farm.

20.2 This clause shall survive termination of these terms and conditions.

## **21. DATA PROTECTION**

21.1 When you make a booking on the website, New House Farm may need to collect information about you to process the booking. New House Farm will only use the personal information you provide to it to process the booking, or to inform you about similar services which New House Farm provides, unless you tell New House Farm that you do not want to receive this information. Personal information may include, but is not limited to, details such as your name, your address and your credit card details.

21.2 Unless New House Farm have your express consent, New House Farm will not pass your data to third parties.

## **23. FORCE MAJEURE**

23.1 New House Farm will not be liable or responsible for any failure to perform, or delay in performance of, any of its obligations under these terms and conditions that is caused by events outside New House Farm's reasonable control (**Force Majeure Event**).

23.2 For the purposes of these terms and conditions, **Force Majeure Event** means an event beyond the reasonable control of New House Farm including but not limited to strikes, lock-outs or other industrial disputes (whether involving the workforce of New House Farm or any other party), failure of a utility service or transport network, act of God, war, riot, civil commotion, malicious damage, compliance with any law or governmental order, rule, regulation or direction, accident, breakdown of plant or machinery, fire, flood, storm or default of suppliers or subcontractors.

23.3 New House Farm's obligations under these terms and conditions are suspended for the period that the Force Majeure Event continues, and New House Farm will extend the time to perform these obligations for the duration of that period. New House Farm will take reasonable steps to bring the Force Majeure Event to a close or to find a solution by which New House Farm's obligations under these terms and conditions can be performed despite the Force Majeure Event.

## **24. ENTIRE AGREEMENT**

These terms and conditions constitute the entire agreement between you and New House Farm. You acknowledge that you have not relied on any statement, promise or representation made or given by or on behalf of New House Farm which is not set out in these terms and conditions.

## **25. ASSIGNMENT AND SUBCONTRACTING**

25.1 New House Farm may at any time assign, transfer, charge, subcontract or deal in any other manner with all or any of its rights under these terms and conditions and may subcontract or delegate in any manner any or all of its obligations under these terms and conditions to any third party or agent.

25.2 You shall not, without the prior written consent of New House Farm, assign, transfer, charge, subcontract or deal in any other manner with all or any of its rights or obligations under these terms and conditions.

## **26. NOTICES**

26.1 Unless stated otherwise in these terms and conditions, any notice or other communication required to be given to New House Farm under or in connection with these terms and conditions shall be in writing and shall be delivered to you personally, or sent by prepaid first-class post, recorded delivery, or by email, at your address.

26.2 Any notice or other communication shall be deemed to have been duly received if delivered personally, when left at your address or, if sent by pre-paid first-class post or recorded delivery, at 9.00 am on the second business day after posting, or if delivered by commercial courier, on the date and at the time that the courier's delivery receipt is signed, or if sent by email, on the next business day after transmission.

26.3 For the purposes of this clause, "writing" shall include e-mails and for the avoidance of doubt notice given under these terms and conditions shall be validly served if sent by e-mail.

## **27. WAIVER**

27.1 A waiver of any right under these terms and conditions is only effective if it is in writing and shall not be deemed to be a waiver of any subsequent breach or default. No failure or delay New House Farm in exercising any right or remedy under these terms and conditions or by law shall constitute a waiver of that or any other right or remedy, nor preclude or restrict its further exercise. No single or partial exercise of such right or remedy shall preclude or restrict the further exercise of that or any other right or remedy.

27.2 Unless specifically provided otherwise, rights arising under these terms and conditions are cumulative and do not exclude rights provided by law.

## **28. SEVERANCE**

28.1 If a court or any other competent authority finds that any provision of these terms and conditions (or part of any provision) is invalid, illegal or unenforceable, that provision or part-provision shall, to the extent required, be deemed deleted, and the validity and enforceability of the other provisions of these terms and conditions shall not be affected.

28.2 If any invalid, unenforceable or illegal provision of these terms and conditions would be valid, enforceable and legal if some part of them were deleted, the provision shall apply with the minimum modification necessary to make it legal, valid and enforceable.

**29. NO PARTNERSHIP**

Nothing in these terms and conditions is intended to, or shall be deemed to, constitute a partnership or joint venture of any kind between you and New House Farm, nor constitute you or New House Farm the agent of another party for any purpose. Neither you or New House Farm shall have authority to act as agent for, or to bind, each other in any way.

**30. RIGHTS OF THIRD PARTIES**

A person who is not a party to these terms and conditions shall not have any rights under or in connection with them.

**31. VARIATION**

Any variation, including the introduction of any additional terms and conditions, to these terms and conditions by you, shall only be binding when agreed in writing and signed by New House Farm.

**32. GOVERNING LAW AND JURISDICTION**

These terms and conditions, and any dispute or claim arising out of or in connection with them or their subject matter or formation (including non-contractual disputes or claims), shall be governed by, and construed in accordance with, English law, and the parties irrevocably submit to the exclusive jurisdiction of the courts of England and Wales.