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Accommodation Booking Terms and Conditions

These terms are between you and us.

1. DEFINITIONS

1.1 When the following words with capital letters are used in these Terms, this is what they will mean:

Arrival Date	the date and time on which your Booking will begin and the Property will be made available to you.
Balance Due Date	6 weeks (42 days) before your Arrival Date.
Booking	the confirmed reservation of the Property to commence on the Arrival Date and end on the Departure Date.
Booking Confirmation	the written acceptance from us of the Booking Reservation which may include more information such as details around arrival and departure, directions, House Rules etc.
Booking Deposit	25% of the Booking Price required when making your Booking Reservation.
Booking Price	as set out on our Website and confirmed in the Booking Confirmation.
Booking Reservation	your request to book a Property.
Business Day	a day other than a Saturday, Sunday or public holiday in England when banks in London are open for business.
Contact Details	the details found on the Contact Us page of our Website and which will be set out in all communication between us and you when in written form.
Departure Date	the date and time on which your Booking will end and you must vacate the Property.
Events Outside of the Parties Control	as defined in clause 10.
Group	the named individuals attending the Property subject to these Terms.



- House Rules** a separate document (see below) provided to you at the time of the Booking Confirmation and therewith forming our contract.
- Permitted Pets** any animal attending the Property (other than assistance animals).
- Property** the property provided for holiday letting purposes, details of which have been made available on the Website and includes the outside spaces belonging to the Property.
- Terms** the terms and conditions on which your Booking is supplied to you (also referred to as Booking Terms), being this agreement and any other documentation referred to in this agreement which constitute our overall contract.
- Website** www.clynefarm.com together with other websites which may be used by us from time to time.
- We/our/us** Clyne Farm Centre, Westport Avenue, Swansea, Wales, SA3 5AR, or our Representatives.
- You/your** the individual who makes the Booking Reservation, who must be over the age of 18.
- 1.2 When we use the words “writing” or “written” in these Terms, this includes email but does not include facsimile or any messaging service or platform.
- 1.3 Unless the context otherwise requires, words in the singular shall include the plural and vice versa.
- 1.4 If any of these Terms conflict with any term contained within the Booking Confirmation, these Terms will take priority.
- 2. OUR CONTRACT WITH YOU**
- 2.1 Please ensure that you read these Terms carefully, and check that the details on the Booking (including the Arrival Date and time, number of guests etc) are complete and accurate before you submit the Booking Reservation.
- 2.2 These Terms will become binding between us once we issue you with the Booking Confirmation.



- 2.3 Your Booking is accepted only once we issue a Booking Confirmation.
- 2.4 The maximum number of people who can stay in the Property under the terms of the Booking will be confirmed in the Booking Confirmation.
- 2.5 You agree not to arrive at the Property before the Arrival Date and to depart from the Property no later than the Departure Date. The Property will not be available at any time outside of the times reserved by you and set out in the Booking Confirmation and you may be charged if you do not leave by the agreed time on the agreed Departure Date.
- 2.6 All illustrations, photographs and other imagery displayed are for illustrative purposes only and décor and layout are subject to change and no warranty or other representation is made as to the quality of the Property by us via the Website.
- 2.7 As lead for the Group, you are liable for the acts and/or omissions of all individuals or animals attending the Property whether permitted by us or not.
- 2.8 The Property is provided for holiday letting purposes only for the specified period, as detailed in your Booking Confirmation. For the avoidance of doubt, these Terms do not create a landlord and tenant relationship between you and us and you will not be entitled to any:
 - 2.8.1 a tenancy;
 - 2.8.2 the right to sub-let the Property in part or in whole;
 - 2.8.3 an assured shorthold or tenancy (AST); or
 - 2.8.4 any statutory protection either under the Housing Act 1988 or by way of a statutory security of tenure.

3. ENJOYING THE PROPERTY

- 3.1 Access to the Property is subject to adherence to these Terms and House Rules, which are contained in a separate document and form part of these Terms.
- 3.2 Your use and enjoyment of the Property must be solely in accordance with these Terms, the House Rules and any signage, guidance on use, safety or operational instructions given to you by us. You hereby acknowledge that enjoyment of the Property and grounds is at your own risk.
- 3.3 During your Booking at the Property, you shall take proper care of the Property and its contents during your Booking. You may receive an invoice for any damage caused or



loss suffered if the Property and its contents are not left in the same state in which they are found at your Arrival Date.

- 3.4 You must report to us any issue, damage, destruction, loss, defect, or disrepair affecting the Property or your Stay as soon as it comes to your attention, to allow us to investigate and take steps to rectify where deemed necessary.
- 3.5 Wi-Fi Internet access is offered on the basis that it is provided for recreational use only. Neither a minimum speed, unrestricted bandwidth nor uninterrupted provision of access is guaranteed, and we will not be liable for any form of compensation or expenses claimed by you in respect of the provision or quality of internet connectivity.
- 3.6 Any recommendations for third party services, establishments and amenities made by us are our personal recommendations only and do not guarantee any level of service or quality.
- 3.7 It is your sole responsibility to ensure that the Property is suitable for you and your Group's needs ahead of making your Booking Reservation.
- 3.8 We reserve the right to request your immediate departure without refund where you have in our sole discretion acted unreasonably, illegally, immorally or in a manner which may impair the enjoyment, comfort or health of other parties or causes, or is likely to cause, damage to the property.
- 3.9 We, or an authorised representative or agent acting on our behalf (including but not limited to tradespeople), reserve the right to enter the Property at any time for the purpose of inspection or to carry out any repair deemed necessary to the Property or its contents.
- 3.10 All belongings and vehicles are left at the Property at your own risk. Please ensure all of your belongings are removed by the Departure Date as the return of any of your lost property cannot be guaranteed and will incur charges to post to you.
- 3.11 There is no electric vehicle charging facility at the Property. You are not permitted to use a portable domestic charger (also known as a 'granny charger' or a 'trickle charger') to charge your vehicle (including electric bikes and scooters) from a socket at the Property (indoors or anywhere on the Property). Information regarding the nearest public charging points will be made available where possible.
- 3.12 Third party providers (e.g. caterers, private chefs, entertainers etc.) are not permitted at the Property without our prior written permission.

4. PETS



- 4.1 Only fully vaccinated Permitted Pets or registered assistance animals are permitted to stay in the Property. You must obtain our permission for each pet.
- 4.2 In the interest of safety, we cannot allow any dog whose breed is classified under the Dangerous Dogs Act 1991 to stay.
- 4.3 Where pets that are not permitted but have been brought with you for the Booking, we reserve the right to request immediate departure.
- 4.4 We reserve the right to refuse admission or request immediate departure from the Property to anyone who their Permitted Pet is considered to be, in our sole discretion, a nuisance or danger to others. No refund will be due.
- 4.5 You will be liable for any damage caused by animals or parasites introduced by your Permitted Pets.
- 4.6 We are not liable for any allergies that are affected as a result of pets present in a previous occupancy.

5. ELECTRICAL VEHICLE CHARGING

About this policy section:

- 5.1 This policy section sets out how Electric Vehicles (EV) should be recharged while at the Property and the responsibilities of EV owners in respect of safe charging.
- 5.2 Any reference to "Property" in this policy is a reference to the Property including any garden, grounds, outbuildings, garages or communal spaces.
- 5.3 This policy forms part of our contract with you. A breach of this policy will constitute a breach of the contract between us.

Who does this policy section apply to?

- 5.4 This policy applies to all members of the Booking Group and such other visitors of the Property. It shall be the responsibility of the Lead Guest to inform all members of the Booking Group and any visitors of this policy.
- 5.5 What is an Electric Vehicle? For the purpose of this policy an EV is any vehicle that uses electric motors, either fully or partially, to drive its wheels. It will derive some or all its power from rechargeable batteries which requires connection to the electricity grid (plug-in). This includes fully chargeable and plug-in hybrid cars, motorbikes, buggies, scooters, mopeds, bicycles, utility vehicles and tracked vehicles.

Domestic chargers are not permitted at the Property.



- 5.6 Most EVs are supplied with a domestic charger, commonly known as a 'granny charger' or a 'trickle charger'. These cables recharge the EV using a domestic power source via a 3-pin wall socket.
- 5.7 Domestic chargers are not suitable for use in the Property and will create a fire hazard. The use of domestic chargers is strictly forbidden.
- 5.8 We retain the right to carry out reasonable inspection, on a without notice basis, to ensure that granny chargers are not in use in the Property.
- 5.9 In the event that you, the Group, or any Permitted Visitor are found to be using a domestic charger (commonly known as a 'granny charger' or a 'trickle charger') in the Property, despite the strict prohibition, such action will be considered a serious breach of these terms.
- 5.10 Upon confirmation of such unauthorised use, the Booking will be subject to immediate cancellation. This cancellation will be enforced without a refund of any amounts previously paid.
- 5.11 You are solely liable for any damage or loss suffered by us as a result of your, the Group's or Permitted Visitor's unauthorised use of domestic chargers.
- 5.12 You are solely liable for any damage or loss suffered by us as a result of your unauthorised use of domestic chargers.

Dedicated charging points:

- 5.13 The Property has three dedicated charge points (DCP). Two are located at the main Clyne Farm site and one is located at the Clyne Woodland Cottages site. It is the user's sole responsibility to supply a suitable charging cable to use the DCP, unless provided by us.
- 5.14 DCPs are exclusively for the use of the Booking Group, our staff and approved contractors. Visitors to the Property who do not comprise the Booking Group are not permitted to use the facilities without our express permission.
- 5.15 DCPs are subject to fair usage and we reserve the right to charge a reasonable fee where usage exceeds a fair amount.
- 5.16 You must not:
 - a) use a DCP if you are not authorised to do so, or allow anyone to use a DCP if they are not authorised to do so;



- b) allow children under the age of 18 to access the DCP;
 - c) use any splitting cables or modify the DCP in any way;
 - d) smoke in the vicinity of any DCP;
 - e) use the DCP for any commercial EV such as a taxi, ridesourcing or ridesharing EV (such as Uber, Lyft or similar services); delivery or transport EVs including buses or for any other commercial venture;
 - f) occupy a DCP once charging of the EV is complete or once your fair usage period ends. We reserve the right to charge a reasonable fee where you fail to remove your EV from the DCP.
- 5.17 DCP spaces must not be occupied, or access impeded, by non-EV Vehicles or EV vehicles not using the DCP for charging purposes.
- 5.18 We do not guarantee the availability of a DCP and unavailability of the DCP shall not constitute a breach of the Booking Terms and Conditions. We do not accept liability for any consequence arising from the failure of the EV to charge.
- 5.19 Authorisation for the use of a DCP during your Stay may be made prior to Booking. We reserve the right to withdraw this authority at any time and for any reason.
- 5.20 Use of the DCP is at the owner's own risk and we do not accept any liability for loss or damage sustained by you or your EV as a result of using the DCP unless the damage was caused directly by our negligence.
- 5.21 You shall be responsible to us for any damage to the DCP or loss suffered by us caused by your use of the DCP.
- 6. PRICE AND PAYMENT**
- 6.1 The Booking Price will be based on your Booking Reservation and confirmed in your Booking Confirmation.
- 6.2 Where your Booking Reservation is before the Balance Due Date, you must pay a minimum Booking Deposit as notified to you upon submitting the Booking Reservation. The remaining balance of the Booking Price must be paid by the Balance Due Date.
- 6.3 Where your Booking Reservation is made after the Balance Due Date, you must pay the full balance of the Booking Price at the time of making a Booking Reservation.



6.4 No entry to the Property will be permitted where payment of the full Booking Price has not been made.

7. OUR LIABILITY TO YOU

7.1 No party can exclude or limit in any way their liability where it is illegal to do so, and this contract does not seek to exclude or limit liability which cannot be excluded or limited by law.

7.2 If we fail to comply with these Terms, we are responsible for loss or damage you suffer that is a foreseeable result of our breach of the Terms or our negligence. We are not responsible for any loss or damage that is not foreseeable. Loss or damage is foreseeable if they were an obvious consequence of our breach or if it had been brought to our attention by you before the loss or damage occurred. For the avoidance of doubt, we are not responsible for any transport and/or alternative accommodation costs.

7.3 We make the Property available for domestic and private use only. You agree not to use the Property for any commercial, business or re-sale purpose, and we have no liability to you for any loss of profit, loss of business, business interruption, or loss of business opportunity.

7.4 We do not have any responsibility or liability to you (other than as outlined above) for loss of or damage to any of your items, belongings, pets or vehicles, howsoever caused.

8. YOUR RIGHTS TO CANCEL AND APPLICABLE REFUND

8.1 We strongly recommend that you take out an appropriate travel insurance policy before placing your Booking Reservation.

8.2 You may cancel a Booking before the Arrival Date by contacting us in writing using the Contact Details.

8.3 Your liability for Booking Price is dependent on the Property and period of notice that you give us, as set out below. The time and date of the cancellation is when we receive written notice from you.

Number of days before Arrival Date that notification of cancellation is received	Percentage of Booking Price payable by you
More than 28 days	0%
28 days or less	100%



- 8.4 We will confirm your cancellation with you in writing and if applicable notify you of any payment or refund due to you at that time.
- 8.5 Please note that if you need to cancel because you or a member of your Group are ill, including where you are showing symptoms of illness (for the avoidance of doubt this includes Covid19 and/or self-isolating due to any other contagious condition), this will be treated as a cancellation by you.
- 8.6 If you depart voluntarily from the Property before the Departure Date, no refund shall be given. Similarly, if you fail to show for your Booking this will be regarded as a cancellation on the arrival date and will not be refundable. For example: self-isolation or quarantine, performing statutory duties or mandatory obligations (such as jury duty, military service, incarceration), changes in personal or work circumstances, family emergencies, travel delays, vehicle breakdown, and delays with public transport will all be treated as cancellation by you in accordance with this clause.

9. OUR RIGHTS TO CANCEL AND APPLICABLE REFUND

- 9.1 We may have to cancel a Booking before the Arrival Date of your Booking due to an Event Outside of the Parties Control. We will promptly contact you if this happens.
- 9.2 If we have to cancel a Booking under clause 9.1 and you have made any payment in advance for your Booking that have not been provided to you, we will refund these amounts to you in full.
- 9.3 We may cancel your Booking at any time with immediate effect by giving you written notice if you:
- 9.3.1 do not pay us when you are supposed to; or
 - 9.3.2 breach the contract in any other material way, including but not limited to any of the terms of clause 3 or the House Rules.

We shall not be liable for any refund if we cancel the contract under 9.3.2.

10. EVENT OUTSIDE OF THE PARTIES CONTROL

- 10.1 Neither party shall be in breach of this agreement nor liable for delay in performing, or failure to perform, any of its obligations under this agreement if such delay or failure result from events, circumstances or causes beyond its reasonable control.
- 10.2 An Event Outside our Control includes, but is not limited to: strike, civil unrest, civil emergencies, government prohibition or restriction on all or part of the economy or trade including local lockdowns, pandemic, epidemic, environmental disaster, domestic appliance failure, temporary invasion of pests, or utilities failure or interruption. An Event Outside our Control also includes extreme weather (including but not limited to snow and ice, high winds and flooding).



10.3 In the event of a pandemic, epidemic or restriction of the movement of peoples as dictated by the government or public authority, we reserve the right to issue specific terms at such a time via the Website and will communicate this to you via the contact details provided us.

10.4 Should an Event Outside our Control occur which means the Property cannot be provided to you, we will let you know as soon as possible so a refund can be arranged for you.

11. HOW WE MAY USE YOUR PERSONAL INFORMATION

We will use the personal information you provide to us in accordance with our Privacy Policy www.clynefarm.com/privacy

12. CHANGES TO BOOKING OR TERMS

12.1 We may revise these Terms from time to time.

12.2 If we have to revise these Terms under clause 12.1, we will give you at least fourteen (14) days written notice of any changes to these Terms before they take effect, or as much notice as possible where your Arrival Date is less than fourteen (14) days before the date of the change.

12.3 If you wish to change the dates of your Booking or amend your Booking in any way, please contact us via our Contact Details. We cannot guarantee that your requests will be accommodated and reserve the right to charge for any differences in price.

13. OTHER IMPORTANT TERMS

13.1 We may transfer our rights and obligations under these Terms to another individual or legal entity, but this will not affect your rights or our obligations under these Terms.

13.2 Except for you and us, no other person shall have any rights to enforce any of these Terms.

13.3 Each of the paragraphs of these Terms operates separately. If any court or relevant authority decides that any of them are unlawful, the remaining paragraphs will remain in full force and effect.

13.4 If you fail to perform your obligations under these Terms and we do not enforce our rights against you, this does not mean we have waived our rights against you. If we choose to waive any of our rights under these Terms you will be informed in writing.

13.5 These Terms are governed by the law of England and Wales. All parties agree to submit to the non-exclusive jurisdiction of the English courts. However, if you are a resident of Northern Ireland you may also bring proceedings in Northern Ireland, and if you are a resident of Scotland, you may also bring proceedings in Scotland.



Accommodation House Rules

Whilst using the Property, please adhere to the following House Rules.

THESE HOUSE RULES

- The Digital Guidebook for your booked Property forms part of these House Rules.
- You and all members of your Group are required to access and read the Digital Guidebook for your booked Property: www.clynefarm.com/guidebook

GENERAL

- You may arrive at the Property from 4pm on the Arrival Date. You must depart the Property before 10am on the Departure Date.
- Clyne Farm Centre has a public liability insurance of £5M.
- We strongly recommend that you take out travel and cancellation insurance.
- We reserve the right to change these House Rules.

OUR EXPECTATIONS OF YOU

- You and all members of your Group must be respectful of our staff, other guests and customers.
- You are responsible for the supervision of all members of your Group including those under the age of 18 at all times.
- Please respect the local community and keep the noise levels to a minimum, especially between the hours of 11pm and 7am which are allocated as Quiet Time.
- Smoking (including e-cigarettes and vapes) is not permitted inside the Property.
- No visitors are allowed to stay at the Property. If you wish to invite additional visitors during your stay, please contact us to discuss.
- Fire risks including candles, firepits, fireworks, lanterns are not permitted at the Property.
- Drone and unmanned vehicles are not to be used on or from our site without permission.
- Parking is only allowed in the designated areas.
- You must report to us any issue, damage, destruction, loss, defect, or disrepair affecting the Property or your Stay as soon as it comes to your attention to allow us to investigate and take steps to rectify where we deem necessary.

PETS

- Well-behaved, fully vaccinated pets are welcome stay for a small additional charge per animal per night. You must obtain our permission for each pet.
- In the interest of safety, we cannot allow any dog whose breed is classified under the Dangerous Dogs Act 1991 to stay.
- A condition of booking is that pets are not left unattended in the property. Exception: Well behaved dogs can be left in a crate for short periods of time, as long as they are fully crate trained, and will not bark if left alone.



- Pets are not allowed onto beds, sofas or other furniture.
- At the Clyne Farm Site: As a family and animal friendly farm, we ask that you please keep your pets on a lead at all times whilst walking around the farm. In the Property gardens please ensure pets are monitored. The garden fencing is not guaranteed to be escape proof for every pet.
- At the Woodland Cottages: Please use your judgement. In the garden please ensure pets are monitored. The garden fencing is not guaranteed to be escape proof for every pet, and the garden is shared with the property next door. The area surrounding you is a Country Park with lots of wildlife and regular dog walkers.
- Horses can only stay in addition to a booking for The Keeper's Cottage or Barn Owl Lodge, subject to paddock availability. No stabling is available. Proof of up-to-date vaccinations and worming will be required. It is your sole responsibility to ensure that the Property, paddock and the access track is suitable for you ahead of making your Booking Reservation.

OTHER ACTIVITIES

- Events are sometimes held at the Centre. These Events will adhere to the noise level restrictions in place between 11pm to 7am.
- The farm environment: As a farm with animals please be aware that at certain times of the year important jobs need to be carried out. Such as moving animals/machinery and conducting maintenance work. These are vital but sometimes cause smells and some noise!

HELP THE ENVIRONMENT

- Please help us reduce our environmental impact. When you leave the Property please check that all doors & windows are closed, and that the heating, electrical appliances, and all lights are off (apart from outside lights to allow your safe return in the dark).
- Do not throw away any cleaning or hand wash bottles as we refill them.
- If the heating is on please ensure all doors & windows are closed.
- All waste and recycling should be emptied and sorted into the appropriate Waste & Recycling bins before your Departure.

RESPECT THE PROPERTY

- We kindly ask that the property is left as clean and tidy as when you found it. We reserve the right to make a charge to cover additional cleaning costs if you leave the property in an unacceptable condition.
- Damages and breakages – please treat the facilities and property with due care. If you notice something is missing or damaged in the property, please let us know immediately so that we can take the appropriate action. If there has been any damage or breakages during your stay, we would be grateful if you could report them promptly, ideally before Departure. The accommodation will be inspected after your Departure and you may be charged for any loss or damage.



- We understand that accidents happen, for small items such as glasses or plates we would not normally charge. Just let us know if anything has been broken so we can get them replaced for the next guests.
- Lost sets of keys will be charged at £20 per keyring, plus £10 per key.

DEPARTURE PROCESS

Before your departure, we would appreciate if you would take care of the following:

- If you have used any towels please place them in the bath.
- No need to strip the beds.
- Ensure all washing up has been done.
- Transfer all waste and recycling to the Waste & Recycling area.
- If you moved any furniture please move back to their original location (be careful of the floor, lift, don't drag please!)
- If you booked more than one cottage ensure that items are back in their original property (glasses, mugs etc)
- Check all doors and windows to be sure that they are closed/locked.



Clyne CCTV Policy

1. POLICY STATEMENT

- 1.1 We have assessed that security cameras, Closed-Circuit Television (**CCTV**) and other surveillance systems have a legitimate role to play in helping to maintain a safe and secure environment for all our staff and visitors. However, we recognise that this may raise concerns about the effect on individuals and their privacy. This policy is intended to address such concerns. Images and audio recorded by surveillance systems are personal data which must be processed in accordance with data protection laws. We are committed to complying with our legal obligations and ensuring that the legal rights of our visitors and staff, relating to their personal data, are recognised and respected.

2. DEFINITIONS

- 2.1 For the purposes of this policy, the following terms have the following meanings:

CCTV fixed and domed cameras, smart doorbells, pet cameras, and any other recording equipment designed to capture and record images and audio of individuals and property.

Data information which is stored electronically, or in certain paper-based filing systems. In respect of CCTV, this generally means video images with audio. It may also include static pictures such as printed screen shots.

Data subjects all living individuals about whom we hold personal information as a result of the operation of our CCTV (or other surveillance systems).

Personal data data relating to a living individual who can be identified from that data (or other data in our possession). This will include video images of identifiable individuals.

Data controllers the people who, or organisations which, determine the manner in which any personal data is processed. They are responsible for establishing practices and policies to ensure compliance with the law. We are the data controller of all personal data used in our business for our own commercial purposes.

Data users those of our employees whose work involves processing personal data. This will include those whose duties are to



operate CCTV cameras and other surveillance systems to record, monitor, store, retrieve and delete images. Data users must protect the data they handle in accordance with this policy and our Privacy Policy.

Data processors any person or organisation that is not a data user (or other employee of a data controller) that processes data on our behalf and in accordance with our instructions (for example, a supplier which handles data on our behalf).

Processing any activity which involves the use of data. It includes obtaining, recording or holding data, or carrying out any operation on the data including organising, amending, retrieving, using, disclosing or destroying it. Processing also includes transferring personal data to third parties.

Surveillance systems any devices or systems designed to monitor or record images and/or audio of individuals or information relating to individuals. The term includes CCTV systems as well as any technology that may be introduced in the future such as body worn cameras, unmanned aerial systems, smart doorbells and any other systems that capture information of identifiable individuals or information relating to identifiable individuals.

3. ABOUT THIS POLICY

- 3.1 We currently use CCTV on and around our Property. This policy outlines why we use CCTV on our Property, how we will use CCTV and how we will process data recorded by CCTV cameras to ensure we are compliant with data protection law and best practice. This policy also explains how to make a subject access request in respect of personal data created by CCTV.
- 3.2 We recognise that information that we hold about individuals is subject to data protection legislation. The images of individuals recorded by CCTV cameras in the workplace are personal data and therefore subject to the legislation. We are committed to complying with all our legal obligations and seek to comply with best practice suggestions from the Information Commissioner's Office (ICO).
- 3.3 This policy covers all guests and visitors of the Property, our staff and contractors. It may also be relevant to visiting members of the public.
- 3.4 The policy will be regularly reviewed to ensure that it meets legal requirements, relevant guidance published by the ICO and industry standards.



4. PERSONNEL RESPONSIBLE

- 4.1 Sarah & Geoff Haden have overall responsibility for ensuring compliance with relevant legislation and the effective operation of this policy. Day-to-day management responsibility for deciding what information is recorded, how it will be used and to whom it may be disclosed has been delegated to on site managerial staff.

5. REASONS FOR THE USE OF CCTV

- 5.1 We currently use CCTV around our site as outlined below. We believe that such use is necessary for legitimate business purposes, including:

- 5.1.1 to prevent crime and protect buildings and assets from damage, disruption, vandalism and other crime;
- 5.1.2 for the personal safety of guests, staff, animals, visitors and other members of the public and to act as a deterrent against crime;
- 5.1.3 to support law enforcement bodies in the prevention, detection and prosecution of crime;
- 5.1.4 to assist in day-to-day management, including ensuring the health and safety of guests, staff and others;
- 5.1.5 in relation to employees and workers, to assist in the effective resolution of disputes which arise in the course of disciplinary or grievance proceedings; and
- 5.1.6 to assist in the defence of any civil litigation, including employment tribunal proceedings.

This list is not exhaustive and other purposes may be or become relevant.

6. MONITORING

- 6.1 CCTV monitors areas within the boundary of the Property 24 hours a day and this data is continuously recorded.
- 6.2 Camera locations are chosen to minimise viewing of spaces not relevant to the legitimate purpose of the monitoring. As far as practically possible, CCTV cameras will only cover entry and exit points, communal and public areas of the Property and will not focus on private spaces which are to be enjoyed by guests. Under no circumstances shall CCTV be installed in, or otherwise focus on, toilets, shower



facilities, swimming pool areas, hot tubs, changing rooms, bedrooms or private offices or staff sleeping areas (if applicable).

7. HOW WE WILL OPERATE ANY CCTV

7.1 Where CCTV cameras are placed at the Property, we will ensure that signs are displayed at the entrance of the surveillance zone to alert individuals that their image may be recorded. The surveillance zone is the area that the CCTV covers only, not necessarily the whole property. Such signs will contain details of the organisation operating the system, the purpose for using the surveillance system and who to contact for further information, where these things are not obvious to those being monitored.

7.2 Live feeds from CCTV cameras will only be monitored where this is reasonably necessary, for example to protect health and safety.

7.3 We will ensure that live feeds from cameras and recorded images are only viewed by approved members of staff whose role requires them to have access to such data. This may include HR staff involved with disciplinary or grievance matters.

8. USE OF DATA GATHERED BY CCTV

8.1 In order to ensure that the rights of individuals recorded by the CCTV system are protected, we will ensure that data gathered from CCTV cameras is stored in a way that maintains its integrity and security. This may include encrypting the data, where it is possible to do so.

8.2 Given the large amount of data generated by surveillance systems, we may store video footage using a cloud computing system. We will take all reasonable steps to ensure that any cloud service provider maintains the security of our information, in accordance with industry standards.

8.3 We may engage data processors to process data on our behalf. We will ensure reasonable contractual safeguards are in place to protect the security and integrity of the data.

9. RETENTION AND ERASURE OF DATA GATHERED BY CCTV

9.1 Data recorded by the CCTV system will be stored digitally using a cloud computing system and recording device. Data from CCTV will not be retained indefinitely but will be permanently deleted once there is no reason to retain the recorded information. Exactly how long that data will be retained for will vary according to the purpose for which they are being recorded. For example, where recordings are for the purpose of crime prevention purposes, data will be kept long enough only for incidents to come to



light. We will maintain a comprehensive log of when data is deleted outside of our usual retention schedules.

- 9.2 At the end of their useful life, data in all formats will be erased permanently and securely. Any physical matter such as tapes or discs will be disposed of as confidential waste. Any still photographs and hard copy prints will be disposed of as confidential waste.

10. USE OF ADDITIONAL SURVEILLANCE SYSTEMS

- 10.1 Prior to introducing any new surveillance system, we will carefully consider if they are appropriate by carrying out a privacy impact assessment (PIA).
- 10.2 A PIA is intended to assist us in deciding whether new surveillance systems are necessary and proportionate in the circumstances and whether they should be used at all or whether any limitations should be placed on their use.
- 10.3 Any PIA will consider the nature of the problem that we are seeking to address at that time and whether the surveillance is likely to be an effective solution, or whether a better solution exists. In particular, we will consider the effect a surveillance system will have on individuals and therefore whether its use is a proportionate response to the problem identified.
- 10.4 No surveillance cameras will be placed in areas where there is an expectation of privacy (for example, in changing rooms) unless, in very exceptional circumstances, it is judged by us to be necessary to deal with very serious concerns.

11. COVERT MONITORING

- 11.1 We will never engage in covert monitoring or surveillance (that is, where individuals are unaware that the monitoring or surveillance is taking place) unless, in highly exceptional circumstances, there are reasonable grounds to suspect that criminal activity or extremely serious malpractice is taking place and, after suitable consideration, we reasonably believe there is no less intrusive way to tackle the issue.
- 11.2 In the unlikely event that covert monitoring is considered to be justified, it will only be carried out with the express authorisation of Sarah or Geoff Haden. The decision to carry out covert monitoring will be fully documented and will set out how the decision to use covert means was reached and by whom. The risk of intrusion on innocent workers or customers will always be a primary consideration in reaching any such decision.



11.3 Covert monitoring will only be carried out for a limited and reasonable period of time consistent with the objectives of making the recording and will only relate to the specific suspected illegal or unauthorised activity.

12. ONGOING REVIEW OF CCTV USE

12.1 We will ensure that the ongoing use of existing CCTV cameras at the Property is reviewed periodically to ensure that their use remains necessary and appropriate, and that any surveillance system is continuing to address the needs that justified its introduction.

13. REQUESTS FOR DISCLOSURE

13.1 We may share data with other group companies and other associated companies or organisations, for example shared services partners where we consider that this is reasonably necessary for any of the legitimate purposes set out above in paragraph 5.

13.2 No recordings from our CCTV will be disclosed to any other third party, without express permission being given by Sarah or Geoff Haden. Data will not normally be released unless satisfactory evidence that it is required for legal proceedings or under a court order has been produced.

13.3 In other appropriate circumstances, we may allow law enforcement agencies to view or remove CCTV footage where this is required in the detection or prosecution of crime.

13.4 We will maintain a record of all disclosures of CCTV footage.

13.5 No CCTV footage will ever be posted online or disclosed to the media unless in exceptional circumstances.

14. SUBJECT ACCESS REQUESTS

14.1 Data subjects may make a request for disclosure of their personal information and this may include CCTV images and, if captured, audio (data subject access request) in accordance with our Privacy Policy.

14.2 In order for us to locate relevant footage, any requests for copies of recorded CCTV images must include the date and time of the recording, the location where the footage was captured and, if necessary, information identifying the individual.

14.3 We reserve the right to obscure images of third parties when disclosing CCTV data as part of a subject access request, where we consider it necessary to do so.

15. COMPLAINTS



15.1 If you have questions about this policy or any concerns about our use of CCTV, then they should speak to Sarah Haden in the first instance.

16. REQUESTS TO PREVENT PROCESSING

16.1 We recognise that, in rare circumstances, individuals may have a legal right to object to processing and in certain circumstances to prevent automated decision making (see Articles 21 and 22 of the UK General Data Protection Regulation). For further information regarding this, please contact Sarah Haden.