

## **Stocklinch Shepherds Hut Hire Terms and Conditions – October 2018**

### 1. Definitions

In these terms and conditions:

“Conditions” refers to these written terms and conditions

“Hire period” means the period for which you have agreed to hire the hut

“Us, our or we” means Matt and Fiona Day trading as “Stocklinch Shepherd’s Hut”

“Hut” means the shepherd hut accommodation that you have agreed to hire

“You, your or yourself” means you, the primary hirer

“Booking” means the entirety of the agreement entered into by Us and You

“The Deposit” means the non returnable funds paid by You to secure the Booking

“The Balance” means the outstanding funds which make up the Hire Charge

### 2. Your Hire Contract

We take full responsibility in providing you with the agreed service as described on our website throughout the Hire Period including but not exclusive to providing the booked hut on time and in suitable condition including all legalities, serviceability and cleanliness.

Please read these conditions carefully.

A booking and initial payment are considered to establish the legal contract between You as detailed at the time of booking and you will be deemed to have read, understood and agreed to all these conditions.

### 3. Booking Confirmation and Payment

The price for the stay will be that stated on the website [www.stocklinchshepherdshut.co.uk](http://www.stocklinchshepherdshut.co.uk) at the time of booking. Subject to the cancellation policy detailed below, as soon as the booking has been placed and the 20% deposit received (or full amount if 6 weeks or less prior to the date of stay remain), You as detailed in the booking become liable for payment of the balance of the rent by the “Due date” which will be 6 weeks prior to the date of stay. Non-payment by the Due Date and in accordance with the above paragraph may, at the sole discretion of Stocklinch Shepherd’s Hut, treat the non-payment as notice of cancellation. When considered to be notice of cancellation You will lose your booking and the deposit shall be non-refundable.

The Due Date will be set out in the booking confirmation. Stocklinch Shepherd’s Hut’s will not be responsible for sending reminders of the Due Date.

### 4. Hire Period

Unless otherwise agreed with the Owner, the hut will be available on the start day of the Hire Period from 3pm and must be vacated on the last day of the Hire Period by 11am. You will need to confirm your arrival time at the time of booking.

If you are late vacating the hut, you will be charged £25 per hour, unless previously agreed with the Owner. Should your late departure make us liable for extra costs (eg compensation to next hirer), we reserve the right to recover these costs from you.

Alternative arrival and departure times may be possible by prior arrangement.

## 5. Your Cancellation of Hire

All cancellations must be notified in writing but please call us immediately to inform us as this will improve the chances of rehiring the hut and refunding some of your costs.

If notice of cancellation is received more than 6 weeks prior to the commencement of the Hire Period, You will incur Loss of deposit. Between 4-6 weeks - 50% of total hire cost. Should you cancel within 4 weeks of commencement of the Hire Period, all of the Hire Charges will remain payable. At the Owners discretion, if the dates can successfully be re-booked, there may be a limited refund.

## 6. Our Rights of Cancellation

In the unlikely and unfortunate event that Stocklinch Shepherd's Hut need to cancel a booking, You will be provided with a full refund.

In the event that Stocklinch Shepherd's Hut becomes unsuitable for holiday letting due to any unavoidable or unforeseen event or severe weather You will be given the option of re-booking on a mutually agreeable date.

We reserve the right to cancel the hire if:

You fail to pay the Balance at least 6 weeks prior to the commencement of the Hire Period or at the time of booking if your booking is less than 6 weeks from the commencement of the Hire Period or if you fail to provide any details that we request that you provide. In these circumstances you will forfeit the Deposit and we reserve the right to retain or require payment of an appropriate proportion of the Balance as compensation for the loss of revenue.

Should the hire be cancelled under the above Conditions, we have no further liability.

You are strongly advised to insure against unavoidable cancellation and take out personal holiday insurance.

## 7. Availability

Occasionally the Hut may not be available as agreed due to unforeseen circumstances. If your booking has to be cancelled because the hut is not available, we will endeavour to source and offer

you the choice of an alternative accommodation. This may be of a similar standard or larger, and will be similarly equipped. In this event you will not be liable for the higher rental charges.

## 8. Care of the Hut

You are legally obliged to take all reasonable and proper care of the hut including, buildings, gardens, fixtures, fittings, furniture, hot tub, fire pit, BBQ, pictures and other effects in or around the hut, and shall leave them in the same state of repair and condition at the end of the rental period as found at the beginning.

In the event of any damage to the Hut or equipment during your stay, You are required to notify the owner.

You agree to leave the property in a clean and tidy condition: this includes cleaning all cutlery and crockery and placing all rubbish in appropriate waste bins.

You agree to respect the surroundings and not to disturb or otherwise annoy the occupants of neighbouring properties.

Stocklinch Shepherd's Hut reserves the right to enter the property to investigate concerns relating to the care of the property or to disturbances. Stocklinch Shepherd's Hut is within their rights to request that You vacate the property with immediate effect if it is found to be in a neglected or damaged condition.

It is understood that a degree of normal wear and tear is to be expected. Should any significant damage or breakage occur however (above £25 total to rectify) then You will be held responsible and liable to a charge equal to the lowest current market value.

Suncream, fake tan, waterproof makeup and hair dye can all cause permanent damage to bedding, linen and towels. Stocklinch Shepherd's Hut ask that You take care when using these products, Stocklinch Shepherd's Hut recommend that if You are planning to use such products during your stay bring your own spare linen to prevent damage to items at Stocklinch Shepherd's Hut. If damage / staining does occur and the items cannot be cleaned Stocklinch Shepherd's Hut reserves the right to charge to replace these items.

Stocklinch Shepherd's Hut reserves the right to charge for excessive cleaning where the Hut has been left in an unacceptable condition, including but not limited to, waste, litter, damage to the structure, movement of furniture and contents etc.

You will be held responsible for any fire, damage or alterations to the or other parts of the site caused by negligence.

## 9. Pets

Pets are not permitted.

## 10. Children

Stocklinch Shepherd's Hut offers adult only (18 years or over) accommodation.

## 11. Smoking

Smoking is strictly prohibited within the Hut and within the outside areas. In the event that a hut is vacated with evidence of smoking, You will incur an automatic £250 charge for deep cleaning and sanitising.

## 12. Fire Policy

You agree that no fires shall be lit other than in the firepit, BBQ and hot tub – which, for the hot tub will be used with the door securely closed. Only logs provided by Stocklinch Shepherd's Hut shall be used as fuel. You are strictly prohibited from gathering wood from anywhere else.

## 13. Bed Linen and Towels

Bed Linen, towels and pillows are provided as standard.

## 14. Bicycles

You are welcome to bring your own bicycles but you should ensure that they are locked, please bring locks with you. We cannot be held responsible for damage or theft to bicycles left on our premises. Bicycles are not permitted within the huts.

## 15. Personal Belongings

We will not be responsible for any claims in respect of any loss or damage to personal belongings or effects of you or any other person or persons.

## 16. Parking

Allocated parking for up to 2 vehicles is provided. Any vehicle that you park on our premises is parked solely and absolutely at your own risk.

## 17. Events Beyond the Owners Control

Unfortunately, events beyond Our control occasionally affect bookings. When reference is made to such events in the Conditions this means any event(s) or circumstance(s) which we could not, even with all due care, foresee or avoid. We cannot accept responsibility or pay any compensation, costs or expenses where the performance of your contract is prevented or affected or you otherwise suffer any loss or damage as a result of events beyond Our control. This includes any delays to and/or restrictions to the hire to which you may be subject. However, if your booking has to be cancelled as a result, We, will endeavour to offer you an alternative accommodation (if available) or refund you as described in Condition 6. Our liability will be limited to the return of any monies paid by you.

## 18. Liability

We will not be liable to you for any consequential or indirect damage, loss suffered or injury incurred anywhere on the site or in the Hut.

Nothing in this clause or in these Conditions shall be construed to operate so as to exclude or limit any liability for death or personal injury caused by our negligence or of our servants, employees or agents or to exclude or limit any liability in respect of fraud or fraudulent misrepresentation.

## 19. Complaints

Any complaints should be received in writing within 7 days of completion of the Hire Period.

## 20. Severability

If any provision of these Conditions is held to be void, illegal or unenforceable under any enactment or rule of law such term or provision shall to that extent be deemed to not form part of these Conditions but all other provisions of these Conditions shall remain in full force and effect.

## 21. Governing Law

This agreement is governed by the laws of England and Wales. You agree that any dispute will be settled in the courts of England and Wales.

By proceeding with your booking You accept responsibility for all the above booking conditions. and You agree on behalf of all members of your party to abide by these conditions.