

TERMS AND CONDITIONS OF SUPPLY OF ACCOMODATION SERVICES

1. THESE TERMS

- 1.1 **What these terms cover.** These are the terms and conditions on which we supply services to you being the provision of retreat self-catering accommodation and ancillary-related services (“**product(s)**” and/or “**property**” and/or “**service(s)**”). Reference to the parties shall be deemed to be reference to both you and us and reference to party shall mean either one of you or us.
- 1.2 **Why you should read them.** Please read these terms carefully before you submit your registration form to us. These terms tell you who we are, how we will provide products to you, how you and we may change or end the contract, what to do if there is a problem and other important information. If you think that there is a mistake in these terms, please contact us to discuss.
- 1.3 **Are you a business customer or a consumer?** In some areas you will have different rights under these terms depending on whether you are a business or consumer. You are a consumer if: you are an individual and/or you are buying products from us wholly or mainly for your personal use (not for use in connection with your trade, business, craft or profession).
- 1.4 **If you are a business customer this is our entire agreement with you.** If you are a business customer these terms constitute the entire agreement between us in relation to your purchase. You acknowledge that you have not relied on any statement, promise, representation, assurance or warranty made or given by or on behalf of us which is not set out in these terms and that you shall have no claim for innocent or negligent misrepresentation or negligent misstatement based on any statement in this agreement.
- ### **2. INFORMATION ABOUT US AND HOW TO CONTACT US**
- 2.1 **Who we are.** We are The Retreat Self Catering Accommodation a partnership established in England and Wales. Our registered office is at Motts Garden, School Road, Little Maplestead, Halstead, Essex, CO9 2RY.
- 2.2 **How to contact us.** You can contact us by telephone on 01787 473737 or by writing to us at info@theretreatselfcatering.co.uk or by post to Motts Garden, School Road, Little Maplestead, Halstead, Essex, CO9 2RY.
- 2.3 **How we may contact you.** If we have to contact you we will do so by telephone or by writing to you at the email address or postal address you provided to us in your registration form.
- 2.4 **"Writing" includes emails.** When we use the words "writing" or "written" in these terms, this includes emails.
- ### **3. OUR CONTRACT WITH YOU**
- 3.1 **How we will accept your registration form.** Our acceptance of your registration form will take place within 7 days of receipt of your acceptance form by us. If no correspondence

(by whatever means or in whatever form) is received by you from us within the aforementioned 7 day period, your registration form will be deemed as accepted. If such communication is received, your booking will not be finalised until we expressly confirm this.

3.2 **If we cannot accept your registration form.** If we are unable to accept your registration form, we will inform you of this and will not charge you for the product. This might be because of unexpected limits on our resources which we could not reasonably plan for, because a credit reference we have obtained for you does not meet our minimum requirements, because we have identified an error in the price or description of the product or because we are unable to meet an occupation date for the services you have specified.

4. OUR PRODUCTS

Products may vary slightly from their pictures. The images of the products on our Website are for illustrative purposes only. Although we have made every effort to display the colours accurately, we cannot guarantee that a device's display of the colours accurately reflects the colour or content of the products. Your product may vary slightly from those images including both exterior and interior images.

5. YOUR RIGHTS TO MAKE CHANGES

If you wish to make a change to the product you have ordered via your registration form please contact us. We will let you know if the change is possible. If it is possible we will let you know about any changes to the price of the product, the timing of supply or anything else which would be necessary as a result of your requested change and ask you to confirm whether you wish to go ahead with the change.

6. OUR RIGHTS TO MAKE CHANGES

6.1 **Minor changes to the products.** We may change the product to reflect changes in relevant laws and regulatory requirements; and to implement minor technical adjustments and improvements, for example to address a security threat. These changes will not affect your use of the product.

7. PROVIDING THE PRODUCTS

7.1 **When we will provide the products.** In accepting your registration form we will confirm if your intended stay dates for the provision of the services and accommodation are available. We will begin the provision of the accommodation services on the date set out in your registration form once accepted by us. The services shall terminate on the date specified in your accepted registration form by us, subject to the provisions of clause 8 or clause 11 of these terms as applicable.

7.2 **We are not responsible for delays outside our control.** If our supply of the products is delayed by an event outside our control then we will contact you as soon as possible to let you know and we will take steps to minimise the effect of the delay. Provided we do this we will not be liable for delays caused by the event, but if there is a risk of substantial delay you may

- contact us to end the contract and receive a refund for any products you have paid for but not received.
- 7.3 **If you do not allow us to provide services.** If you do not allow us to perform the services as arranged (and you do not have a good reason for this) we may charge you additional costs incurred by us as a result. If, despite our reasonable efforts, we are unable to contact you in relation to the provision of the services in such circumstances we may end the contract and clause 11.2 will apply.
- 7.4 **What will happen if you do not give required information to us.** We may need certain information from you so that we can supply the products to you. If so, this will have been stated in the description of the products on our website. We will contact you to ask for this information. If you do not give us this information within a reasonable time of us asking for it, or if you give us incomplete or incorrect information, we may either end the contract (and clause 11.2 will apply) or make an additional charge of a reasonable sum to compensate us for any extra work that is required as a result. We will not be responsible for supplying the products late or not supplying any part of them if this is caused by you not giving us the information we need within a reasonable time of us asking for it.
- 7.5 **Reasons we may suspend the supply of products to you.** We may have to suspend the supply of a product to: deal with technical problems or make minor technical changes; update the product to reflect changes in relevant laws and regulatory requirements; and/or make changes to the product as requested by you or notified by us to you (see clause 6).
- 7.6 **Your rights if we suspend the supply of products.** We will contact you in advance to tell you we will be suspending supply of the product, unless the problem is urgent or an emergency. If we have to suspend the product we will adjust the price so that you do not pay for products while they are suspended or offer you a suitable alternative, at our sole discretion. You may contact us to end the contract for a product if we suspend it, or tell you we are going to suspend it and cannot offer you a suitable alternative, and we will refund any sums you have paid in advance for the product in respect of the period after you end the contract.
- 7.7 **We may also suspend supply of the products if you do not pay.** If you do not pay us for the products when you are supposed to (see clause 13.2) and you still do not make payment within 7 days of us reminding you that payment is due, we may suspend supply of the products until you have paid us the outstanding amounts. We will contact you to tell you we are suspending supply of the products. We will retain the right to suspend the products where you dispute the unpaid invoice (see clause 13.5). We will reserve the right in our sole discretion to charge you for the products during the period for which they are suspended. As well as suspending the products we can also charge you interest on your overdue payments (see clause 13.4).

8. YOUR RESPONSIBILITIES

- 8.1 The products shall at all times remain the property of us and you shall have no right, title or interest in or to the products (save the right to possession and use of the products subject to these terms and conditions).
- 8.2 The risk of loss, theft, damage or destruction of the products shall pass to you as soon as you are in occupation of these. The products shall remain at the sole risk of you during the period that you are in occupation during the term as set out in your registration form as accepted by us and forming your order, until such time as the products are redelivered to us to the precise standard in which you were provided them.
- 8.3 You must make good any losses or damage caused to the products during your occupation of them.
- 8.4 You shall during the term of your occupation of the products:
- (a) ensure that the products are kept tidy and clean and used only for the purposes for which they are designed, and operated in a proper manner in accordance with any operating instructions;
 - (b) take such steps (including compliance with all safety and usage instructions provided by us) as may be necessary to ensure, so far as is reasonably practicable, that the products are at all times in good and substantial repair in order to keep them in as good an operating condition as it was on the first date of occupation (fair wear and tear only excepted) including replacement of worn, damaged and lost parts, and shall make good any damage to the products;
 - (c) make no alteration to the products and shall not remove any existing component(s) from the products;
 - (d) keep us fully informed of all material matters relating to the products;
 - (e) not move or attempt to move any part of the products to any other location;
 - (f) permit us or our authorised representative to inspect the products at all reasonable times and for such purpose to enter upon the products, and shall grant reasonable access and facilities for such inspection;
 - (g) not, part with control of (including for the purposes of repair or maintenance), sell or offer for sale, underlet or lend the products or allow the creation of any mortgage, charge, lien or other security interest in respect of it;
 - (h) not attach any permanent or immovable fixture on to the products. If such items are affixed then this must be capable of being removed without material injury to the products and you shall repair and make good any damage caused by the affixation or removal of such items and indemnify us against all losses, costs or expenses incurred as a result of such affixation or removal;
 - (i) not to act unreasonably at any time during your occupation of the products (including but not limited to behaviour of the following type – swearing, loud music, shouting, violence of any kind, not being clothed or otherwise abusing the products in anyway). Such unreasonable

behaviour will be determined in our sole discretion and will be grounds for immediate removal and no refund of any sums paid as a direct result.

- (j) not do or permit to be done any act or thing which will or may jeopardise the right, title and/or interest of us in the products;
- (k) not have any candles on, within or in the vicinity of the products;
- (l) only utilise mobile telephone charges and laptop chargers within or in the vicinity of the products but no other electrical appliances;
- (m) do not register the address of the products for any deliveries, postal or otherwise whatsoever;
- (n) be responsible and liable for any damage/breakages and loss of contents of the products. We would however appreciate if this has occurred to bring it to our notice, in order for us to remedy promptly.
- (o) not use the products for any unlawful purpose;
- (p) deliver up the Equipment at the end of the Rental Period or on earlier termination of this agreement at such address as the Lessor requires, or if necessary allow the Lessor or its representatives access to the Site or any Property/premises where the Equipment is located for the purpose of removing the Equipment; and

8.5 Should you not adhere to the content of this clause 8 we will be permitted, in our sole discretion, to make good and/or deduct such sums from any security/holding deposit we hold (pursuant to clause 17.6 of these conditions) as is required to rectify any such issues or breaches.

8.6 You acknowledge that we shall not be responsible for any loss of or damage to the products arising out of or in connection with any negligence, misuse, mishandling of the products or otherwise caused by you, and you undertake to indemnify us on demand against the same, and against all losses, liabilities, claims, damages, costs or expenses of whatever nature otherwise arising out of or in connection with any failure by you to comply with the terms of this agreement.

9. YOUR RIGHTS TO END THE CONTRACT

9.1 **You can always end your contract with us.** Your rights when you end the contract will depend on what you have bought, whether there is anything wrong with it, how we are performing, when you decide to end the contract and whether you are a consumer or business customer:

- (a) **If you want to end the contract because of something we have done or have told you we are going to do, see clause 9.2;**
- (b) **If you are a consumer and have just changed your mind about the product, see clause 9.3.** You may be able to get a refund if you are within the cooling-off period, but this may be subject to deductions;
- (c) **In all other cases (if we are not at fault and you are not a consumer exercising your right to change your mind), see clause 9.7.**

9.2 **Ending the contract because of something we have done or are going to do.** If you are

ending a contract for a reason set out at (a) to (d) below the contract will end immediately and we will refund you in full for any products which have not been provided. The reasons are:

- we have told you about an error in the price or description of the product you have ordered and you do not wish to proceed;
- there is a risk that supply of the products may be significantly delayed because of events outside our control;
- we have suspended supply of the products for technical reasons, or notify you we are going to suspend them for technical reasons, in each case for a period of more than 3 months and in any event, past the point where you wish to occupy the accommodation; or
- you have a legal right to end the contract because of something we have done wrong.

9.3 **Exercising your right to change your mind if you are a consumer (Consumer Contracts Regulations 2013).**

If you are a consumer then for most products bought online (at distance) you have a legal right to change your mind within 14 days and receive a refund. The exception to this is that should you cancel within 14 days of your check-in date for the services and we are unable to re-let your accommodation then a refund will not be provided at all. If we are successful in re-letting an 80% refund will be given in the sole discretion of us. The further exception being that if you book to occupy the Property, with such occupation to commence within a period lesser than 14 days, your right to change your mind will be adjusted to the actual period between the date of our acceptance of your booking and your occupation of the products accordingly. Again should you cancel within this adjusted period and we are unable to re-let your accommodation then a refund will not be provided at all. If we are successful in re-letting an 80% refund will be given in the sole discretion of us.

9.4 If for any reason beyond our control we should have to cancel your booking, we will do our best to find you alternative accommodation. Our liability will not extend beyond a refund, if we cannot find a suitable property.

These rights, under the Consumer Contracts Regulations 2013, are explained in more detail in these terms.

9.5 **When consumers do not have a right to change their minds.** Your right as a consumer to change your mind does not apply in respect of the services, once these have been completed, even if the cancellation period is still running;

9.6 **How long do consumers have to change their minds?** If you are a consumer having purchased the products/services from us, you have 14 days after the day we email you to confirm we accept your order. The exception to this is that should you cancel within 14 days of your check-in date for the services and we are unable to re-let your accommodation then a refund will not be provided at all. If we are successful in re-letting an 80% refund will be given in the sole discretion of us. However, once we have completed the services you cannot

- change your mind, even if the period is still running. If you cancel after we have started the services, you must pay us for the services provided up until the time you tell us that you have changed your mind and your security/holding deposit plus the balance of the fees paid by you (as applicable and relevant depending on when you cancel) is non-refundable.
- 9.7 **Ending the contract where we are not at fault and there is no right to change your mind.** Even if we are not at fault and you are not a consumer who has a right to change their mind (see clause 9.1), you can still end the contract before it is completed, but you may have to pay us compensation and your security/holding deposit plus the balance of the fees paid by you (as applicable and relevant depending on when you cancel) is non-refundable. A contract for services is completed when we have finished providing the services and you have paid for them. If you want to end a contract before it is completed where we are not at fault and you are not a consumer who has changed their mind, just contact us to let us know. The contract will end immediately and we will refund any sums paid by you for products not provided but we may deduct from that refund (or, if you have not made an advance payment, charge you) reasonable compensation for the net costs we will incur as a result of your ending the contract to be determined in our sole discretion.
10. **HOW TO END THE CONTRACT WITH US (INCLUDING IF YOU ARE A CONSUMER WHO HAS CHANGED THEIR MIND)**
- 10.1 **Tell us you want to end the contract.** To end the contract with us, please let us know by doing one of the following:
- (a) **Phone or email.** Call us on 01787 473737 or email us at info@theretreatselfcatering.co.uk. Please provide your name, home address, details of the order and, where available, your phone number and email address.
- (b) **By post.** Print off the form attached and post it to us at the address on the form. Or simply write to us at that address, including details of what you bought, when you ordered or received it and your name and address.
- 10.2 **How we will refund you.** If you are entitled to a refund under these terms we will refund you the price you paid for the products including delivery costs, by the method you used for payment. However, we may make deductions from the price, as described below.
- 10.3 **When we may make deduction from refunds if you are a consumer exercising your right to change your mind.** If you are exercising your right to change your mind, we may deduct from any refund an amount for the supply of the service for the period for which it was supplied, ending with the time when you told us you had changed your mind including your security/holding deposit being non-refundable plus the balance of the fees paid by you (as applicable and relevant depending on when you cancel) also being non-refundable. The amount will be in proportion to what has been supplied, in comparison with the full coverage of the contract in our sole discretion.
- 10.4 **When your refund will be made.** We will make any refunds due to you as soon as possible. If you are a consumer exercising your right to change your mind then your refund will be made within 14 days of your telling us you have changed your mind.
11. **OUR RIGHTS TO END THE CONTRACT**
- 11.1 **We may end the contract if you break it.** We may end the contract for a product at any time by writing to you if:
- (a) you do not make any payment to us when it is due and you still do not make payment within 7 days of us reminding you that payment is due;
- (b) you do not, within a reasonable time of us asking for it, provide us with information that is necessary for us to provide the products;
- (c) you do not, within a reasonable time, allow us to provide the products to you;
- (d) you do not, within a reasonable time, comply with all written requirements and requests we provide to you at any point in time either before or during your occupation of the accommodation as part of the services/products.
- 11.2 **You must compensate us if you break the contract.** If we end the contract in the situations set out in clause 11.1 we will refund any money you have paid in advance for products we have not provided but we may deduct or charge you reasonable compensation for the net costs we will incur as a result of your breaking the contract including but not limited to your security/holding deposit being non-refundable plus the balance of the fees paid by you (as applicable and relevant depending on when you cancel) also being non-refundable in our sole discretion. Our consent to your occupation of the accommodation as part of the products in such circumstances, shall also immediately terminate.
- 11.3 **We may withdraw the product.** We may write to you to let you know that we are going to stop providing the product. We will refund any sums you have paid in advance for products which will not be provided.
12. **IF THERE IS A PROBLEM WITH THE PRODUCT**
- How to tell us about problems.** If you have any questions or complaints about the product, please contact us. You can telephone our customer service team at 01787 473737 or write to us at info@theretreatselfcatering.co.uk.
13. **PRICE AND PAYMENT**
- 13.1 **Where to find the price for the product.** The price of the product will be the price indicated on the order pages when you placed your order as confirmed by us in your accepted registration form. We take all reasonable care to ensure that the price of the product advised to you is correct.
- 13.2 **When you must pay and how you must pay.** We accept payment by bank transfer, cash or cheque only. Should your booking be accepted by us, you must make an advance payment for price of the services, before we start providing them and this must be paid when booking to secure your accommodation. The amount of the booking and/or security/holding deposit is

- determined as follows: (1) for all bookings which are accepted by us and scheduled to start in excess of 6 weeks from the date of said booking being accepted, an advance payment of £50% is due at the time of booking, with the balance 50% due 6 weeks prior to occupation; or (2) For all bookings which are accepted by us and scheduled to start in 6 weeks or less from the date of acceptance of booking, the full 100% price is required upon booking.
- 13.3 **Our right of set-off if you are a business customer.** If you are a business customer you must pay all amounts due to us under these terms in full without any set-off, counterclaim, deduction or withholding (other than any deduction or withholding of tax as required by law).
- 13.4 **We can charge interest if you pay late.** If you do not make any payment to us by the due date we may charge interest to you on the overdue amount at the rate of 4% a year above the base lending rate of The Bank of England from time to time. This interest shall accrue on a daily basis from the due date until the date of actual payment of the overdue amount, whether before or after judgment. You must pay us interest together with any overdue amount.
- 13.5 **What to do if you think an invoice is wrong.** If you think an invoice is wrong please contact us promptly to let us know. You will not have to pay any interest until the dispute is resolved. Once the dispute is resolved we will charge you interest on correctly invoiced sums from the original due date.
14. **OUR RESPONSIBILITY FOR LOSS OR DAMAGE SUFFERED BY YOU IF YOU ARE A CONSUMER**
- 14.1 **We are responsible to you for foreseeable loss and damage caused by us.** If we fail to comply with these terms, we are responsible for loss or damage you suffer that is a foreseeable result of our breaking this contract or our failing to use reasonable care and skill, but we are not responsible for any loss or damage that is not foreseeable. Loss or damage is foreseeable if either it is obvious that it will happen or if, at the time the contract was made, both we and you knew it might happen, for example, if you discussed it with us during the sales process.
- 14.2 **We do not exclude or limit in any way our liability to you where it would be unlawful to do so.** This includes liability for death or personal injury caused by our negligence or the negligence of our employees, agents or subcontractors; for fraud or fraudulent misrepresentation; for breach of your legal rights in relation to the products; and for defective products under the Consumer Protection Act 1987
- 14.3 **We are not liable for business losses.** If you are a consumer we only supply the products for you for domestic and private use. If you use the products for any commercial, business or resale purpose our liability to you will be limited as set out in clause 15.
15. **OUR RESPONSIBILITY FOR LOSS OR DAMAGE SUFFERED BY YOU IF YOU ARE A BUSINESS**
- 15.1 Nothing in these terms shall limit or exclude our liability for: death or personal injury caused by our negligence, or the negligence of our employees, agents or subcontractors (as applicable); fraud or fraudulent misrepresentation; breach of the terms implied by section 12 of the Sale of Goods Act 1979 or section 2 of the Supply of Goods and Services Act 1982; defective products under the Consumer Protection Act 1987.
- 15.2 All terms implied by sections 13 to 15 of the Sale of Goods Act 1979 and sections 3 to 5 of the Supply of Goods and Services Act 1982 are excluded.
- 15.3 Whilst the products and its contents, equipment and appliances are checked regularly and believed to be in good working order, we cannot accept responsibility for circumstances beyond our control e.g. mechanical breakdown, plumbing, wiring, inclement weather and will not be liable for the same
- 15.4 Subject to clause 15.1:
- (a) we shall not be liable to you, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, for any loss of profit, or any indirect or consequential loss arising under or in connection with any contract between us; and
- (b) our total liability to you for all other losses arising under or in connection with any contract between us, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, shall be limited to fifty per cent (50%) of the total sums paid by you for products under such contract.
16. **HOW WE MAY USE YOUR PERSONAL INFORMATION & DATA PROTECTION (GDPR)**
- The following definitions apply in this clause 16:
- Data Protection Legislation:** the UK Data Protection Legislation and (for so long as and to the extent that the law of the European Union has legal effect in the UK) the General Data Protection Regulation ((EU) 2016/679) and any other directly applicable European Union regulation relating to privacy.
- UK Data Protection Legislation:** any data protection legislation from time to time in force in the UK including the Data Protection Act 1998 or 2018 or any successor legislation.
- 16.1 How we will use your personal information. We will only use your personal information as set out in our privacy policy as available on our Website.
- 16.2 Both parties will comply with all applicable requirements of the Data Protection Legislation. This clause is in addition to, and does not relieve, remove or replace, a party's obligations under the Data Protection Legislation. In this clause, Applicable Laws means (for so long as and to the extent that they apply to us) the law of the European Union, the law of any member state of the European Union and/or Domestic UK Law; and Domestic UK Law means the UK

- Data Protection Legislation and any other law that applies in the UK. (e)
- 16.3 The parties acknowledge that for the purposes of the Data Protection Legislation, you as the customer are the data controller and we as the supplier are the data processor (where Data Controller and Data Processor have the meanings as defined in the Data Protection Legislation). (f)
- 16.4 Without prejudice to the generality of clause 0, the you will ensure that you have all necessary appropriate consents and notices in place to enable lawful transfer of the Personal Data to us for the duration and purposes of this agreement. (g)
- 16.5 Without prejudice to the generality of clause 0, we shall, in relation to any Personal Data processed in connection with the performance by us of our obligations under this agreement: (h)
- (a) process that Personal Data only on the written instructions of you unless we are required by Applicable Laws to otherwise process that Personal Data. Where we are relying on laws of a member of the European Union or European Union law as the basis for processing Personal Data, we shall promptly notify you of this before performing the processing required by the Applicable Laws unless those Applicable Laws prohibit us from so notifying you;
- (b) ensure that we have in place appropriate technical and organisational measures, reviewed and approved by you, to protect against unauthorised or unlawful processing of Personal Data and against accidental loss or destruction of, or damage to, Personal Data, appropriate to the harm that might result from the unauthorised or unlawful processing or accidental loss, destruction or damage and the nature of the data to be protected, having regard to the state of technological development and the cost of implementing any measures (those measures may include, where appropriate, pseudonymising and encrypting Personal Data, ensuring confidentiality, integrity, availability and resilience of its systems and services, ensuring that availability of and access to Personal Data can be restored in a timely manner after an incident, and regularly assessing and evaluating the effectiveness of the technical and organisational measures adopted by it);
- (c) ensure that all personnel who have access to and/or process Personal Data are obliged to keep the Personal Data confidential; and
- (d) not transfer any Personal Data outside of the European Economic Area unless the prior written consent of you has been obtained and the following conditions are fulfilled:
- (i) you and we have provided appropriate safeguards in relation to the transfer;
- (ii) the data subject has enforceable rights and effective legal remedies;
- (iii) we comply with our obligations under the Data Protection Legislation by providing an adequate level of protection to any Personal Data that is transferred; and
- (iv) we comply with reasonable instructions notified to it in advance by you with respect to the processing of the Personal Data;
- assist you, at your cost, in responding to any request from a Data Subject and in ensuring compliance with its obligations under the Data Protection Legislation with respect to security, breach notifications, impact assessments and consultations with supervisory authorities or regulators;
- notify you without undue delay on becoming aware of a Personal Data breach;
- at your written direction, delete or return Personal Data and copies thereof to you on termination of the products/services via order confirmed by your registration form unless required by Applicable Law to store the Personal Data; and
- maintain complete and accurate records and information to demonstrate its compliance with this clause and allow for audits by you or your designated auditor.
- 16.6 You consent to us appointing a third-party processor of Personal Data under this agreement. We confirm that we have entered or (as the case may be) will enter with the third-party processor into a written agreement substantially on that third party's standard terms of business or otherwise incorporating terms which are substantially similar to those set out in this clause. As between you and us, we shall remain fully liable for all acts or omissions of any third-party processor appointed by it pursuant to this clause.
- 16.7 Either party may, at any time on not less than 30 days' notice, revise this clause by replacing it with any applicable controller to processor standard clauses or similar terms forming part of an applicable certification scheme (which shall apply when replaced by attachment to this agreement).
- 17. OTHER IMPORTANT TERMS**
- 17.1 **Check in times.** From 3pm- if you choose to arrive later please advise to enable us to make suitable arrangements.
- 17.2 **Check out times.** 10.00am
- 17.3 **Booking days.** These days are usually from Friday to Friday, however we will try to accommodate other days where possible.
- 17.4 **Parking.** Secluded off road parking (via electronic gates) for one vehicle per Property. Cars are parked at owners own risk and we cannot accept liability for any damage or loss of property.
- 17.5 **Smoking.** The Retreat is a non-smoking venue; we reserve the right to charge £100.00 if this is not adhered to.
- 17.6 A security/holding deposit may be requested at an amount to be determined in our sole discretion, however this will be refunded in full after five working days of vacating, providing no cleaning is required, no damage/breakages loss of contents occur, again determined in our sole discretion.
- 17.7 **Pets.** No pets are allowed at either property.
- 17.8 **Children.** No children are allowed at either property as these are not suitable for children under the age of 16.
- 17.9 **Insurance.** Each property is only insured to be occupied for a maximum of two persons – any

- violation of this will result is our not being liable to you in any way or in any form whatsoever, whether under our insurance policy or otherwise.
- 17.10 **Lavatories.** The treatment plant of the products will only digest paper toilet tissue. Use of anything else may cause the system to block and in such circumstances, a pumping charge of £100 will be charged to you and immediately due and payable upon being so charged, so that the system can be unblocked.
- 17.11 **Gates:** the Property and premises upon which each Property are located are controlled by electronic gates. As a result, we reserve the right, in our sole discretion to require you to immediately move and relocate your vehicle(s) out of the yard/premises in which each Property is located, should adverse weather conditions require this.
- 17.12 **Laundry:** should any bedding, sheets or other items washed by you and which are owned by us suffer any damage, colour-run, shrinkage or other defect as a result of your actions or omissions, we shall be permitted, in our sole discretion to deduct the cost of replacement of such items from any holding/security deposit lodged by you with us. All such items must be washed in accordance with their labels. We shall have no liability or responsibility to you in respect of any actions or omissions concerning your own items of clothing or other materials.
- 17.13 The Barn and The Lodge elements of the products are designed for a maximum of two persons at any one time and regrettably this is not a suitable premises for additional guests or gatherings. During the hirers right to occupy this property he/she shall not part with, or shall not sublet the premises.
- 17.14 We reserve the right to change and update the specifications of the property, the contents of the properties, and our terms and conditions at any time.
- 17.15 **We may transfer this agreement to someone else.** We may transfer our rights and obligations under these terms to another organisation.
- 17.16 **You need our consent to transfer your rights to someone else (except that you can always transfer our guarantee).** You may only transfer your rights or your obligations under these terms to another person if we agree to this in writing.
- 17.17 **Nobody else has any rights under this contract.** This contract is between you and us. No other person shall have any rights to enforce any of its terms.
- 17.18 **If a court finds part of this contract illegal, the rest will continue in force.** 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.
- 17.19 **Even if we delay in enforcing this contract, we can still enforce it later.** If we do not insist immediately that you do anything you are required to do under these terms, or if we delay in taking steps against you in respect of your breaking this contract, that will not mean that you do not have to do those things and it will not prevent us taking steps against you at a later date. For example, if you miss a payment and we do not chase you but we continue to provide the products, we can still require you to make the payment at a later date.
- 17.20 **Which laws apply to this contract and where you may bring legal proceedings if you are a consumer.** These terms are governed by English law and you can bring legal proceedings in respect of the products in the English courts. If you live in Scotland you can bring legal proceedings in respect of the products in either the Scottish or the English courts. If you live in Northern Ireland you can bring legal proceedings in respect of the products in either the Northern Irish or the English courts.
- 17.21 **Which laws apply to this contract and where you may bring legal proceedings if you are a business.** If you are a business, any dispute or claim arising out of or in connection with a contract between us or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the law of England and Wales and the courts of England and Wales shall have exclusive jurisdiction to settle any such dispute or claim.