

Hire Terms and Conditions

1. Definitions

In these terms and conditions:

“Conditions” refers to these written terms and conditions

“Hire agreement” is this written documentation of your specific Hire Period details

“Hire Schedule” means the list of stated fact and services contained in the booking form

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

“Us, our or we” means Emeline and Richard Speke trading as “Jordans Estate Glamping”

“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

“Hire Charge” means monies paid excluding the deposit bond

2. Your Hire Contract

We take full responsibility in providing You with the agreed service described in the signed Hire Schedule 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. By signing you will be deemed to have read, understood and agreed to *all* these conditions.

No additions, alteration or substitution of these Conditions shall bind us unless they are expressly accepted in writing by Us.

3. Booking Confirmation and Payment

The hire charge is based on the price agreed upon and recorded in writing at the time of booking. An initial deposit payment of 20% of the total hire fee (The Deposit) is required to be received to confirm the booking. Even if a written or verbal booking is agreed, until such a payment is received, we reserve the right to accept the booking of an

alternative hirer who has made a Deposit payment. This deposit is non-refundable. A binding contract for the hire will come into existence when we issue your booking confirmation. We are under no obligation to accept any booking.

The balance of the Hire Charge is payable six weeks prior to the start date of the Hire Period, or at the time of booking if you book less than six weeks from the start date of the Hire Period.

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 10.30am.

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. However vacating early does not qualify for a refund.

You should leave the hut clean and tidy at the end of the hire period.

We reserve the right to access the hut with prior notice for the purpose of maintenance and inspection during the hire period.

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

We reserve the right to cancel the hire if:

You fail to pay the Balance at least six weeks prior to the commencement of the Hire Period or at the time of booking if your booking is less than six 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. Breakages

Any breakages or damage which may occur will be paid for by You. Accidental damages or breakages of a minor nature will not normally be charged.

9. Pets

No pets other than guide dogs are allowed.

10. Smoking

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

11. Bed Linen and Towels

Bed Linen, towels and pillows are provided as standard.

12. 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.

13. 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.

14. Parking

Any vehicle that you park on Our premises is parked solely and absolutely at your own risk.

15. 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.

16. General Limitation

We will not be liable to you for any loss of profit or for any special, consequential or indirect damage or loss suffered.

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.

17. Ending the Agreement

Notwithstanding anything stated elsewhere in these Conditions. We will be entitled to end this agreement straight away if:

- a. We find out that your belongings have been taken away from you to pay off your debts
- b. Being an individual you become subject to a bankruptcy order
- c. Being a company, you go into liquidation
- d. You make a proposal to enter into any voluntary arrangement
- e. You are in breach of any of these conditions

If we end the agreement it will not affect our right to receive any money we are owed under these Conditions.

18. Information

If you are in breach of any of these conditions, we reserve the right to give the information you have provided to credit reference agencies, debt collectors and any other relevant organisation. We will also disclose any information we are required to by law.

19. Complaints

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

20. Notices

Any notice required to be given under these Conditions should be sent by prepaid first class post of facsimile or e-mail to that party's registered office or to its last known address.

21. 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.

22. 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 Signing below You accept responsibility for all the above Conditions.

Declaration

I have read the booking conditions and agree on behalf of all members of my party to abide by these conditions. I am over 18 yrs of age.