

# Terms & Conditions updated 01 06 2018

## 1. The Contract

This is entered into between the "Owner" of Tor View Shepherds Huts (Philip and Amanda Russell) and the person who completed the booking "Hirer". The contract is not effective until payment has been received from the Hirer and confirmation sent from the Owner back to the Hirer.

## 2. Bookings

The Hirer needs to be over 18 years of age. By paying the deposit the Hirer agrees to these Terms and Conditions on behalf of the total party intending to stay at Tor View Shepherds Huts.

## 3. Reservations

These are accepted by online booking, telephone or by post. A confirmation will be sent when the deposit is paid within 3 days of the booking. The balance must then be paid no later than eight weeks before the arrival date is due to start, this date will be included with your confirmation. For bookings made less than 8 weeks from the start of the arrival date the full cost is due within 3 days of the booking. Cheques should be made payable to Philip Russell.

## 4. Deposits

If the deposit is not received within 3 days of the Hirer receiving the booking confirmation e-mail, the booking may be terminated without notice.

## 5. No reminders

We do not send out reminders to pay the balance for your booking. We reserve the right to cancel the booking if the balance is not paid by the due date and we retain the deposit.

## 6. Holiday dates

These may be changed providing the property is available for the new dates and the Owner is agreeable to the change. A £75 re-booking charge will be payable. The Owner also reserves the right to charge a security deposit of £100. This deposit will be refunded to the Hirer during the week following the holiday, less any deductions for breakages or damage done.

## 7. Cancellations

If notification is received in writing, 8 weeks prior to the arrival date, the deposit will be fully refunded. No refunds will be provided if less than 8 weeks' notice is given.

## 8. Force Majeure

The Owner cannot accept liability or responsibility for any alterations, delay or cancellation or any other loss or damage caused by war, civil strife, terrorist action, industrial disputes, fire, sickness, bad weather, epidemics, acts of any government or public authority, changes imposed by rescheduling of airlines or any event outside our control.

## 9. Insurance

We advise the Hirer to have appropriate insurance cover against holiday cancellation, loss of property or illness. We cannot accept any responsibility for personal injury to guests or holiday makers or for loss of property or for other matters over which we have no control.

## 10. Non-Availability

If for any reason beyond our control the property is not available, all monies will be refunded in full and the Owner will not be liable for any further claims.

## 11. Damage

The Hirer is responsible for the property during the stay and is liable for any loss or damage caused. The property should be left in good order and a clean condition upon departure. Any damages or breakages must be reported to the Owner prior to departure, no attempt should be made to repair or replace items.

## 12. Capacity

The total number staying in Tor View Shepherds Huts shall not exceed 2 adults and (1 child up to 12 years of age where applicable). Smoking is NOT permitted in the property and No pets are allowed.

### **13. Access**

The Hirer will have access from 16.00 hours on the day of arrival to 10.00 hours on the day of departure, unless prior arrangements have been made. It would be appreciated if guests could arrive during daylight hours as initial access may be difficult in the dark.

### **14. Descriptions**

These are for guidance only, and every effort is made to ensure that they are accurate. However, if there are any points of particular importance please contact the Owner to clarify in the first instance.

### **15. Complaints**

Any complaint should be made in person to Owners as soon as possible before departure, to allow remedial action to be taken. It is specifically agreed that failure by the Hirer to notify the Owner of any complaints in accordance with this time scale will entitle the Owner to refuse to entertain the complaint.

### **16. Visitors**

Sorry we cannot accept any visitors, or pets at the accommodation.

### **17. Fire safety**

Only the firewood provided can be burned on the wood burner, fire pit or hot tub. No other fuels or oxidants may be used. Please take great care when starting and attending to any fire and do not leave any fire unattended. All fires must be safely extinguished before the accommodation is vacated, no fires to be lit on the morning of departure.

### **18. Instructions**

Guests must read and conform to all operating instructions provided for the wood burning stove, hot tub, fire pit and outdoor oven before attempting to use them **up to £1000.00 penalty for damaging the internal fire chamber of the hot tub caused by letting the water out before the fire has extinguished.**

### **19. Wood Allowance.**

1 Bag of kiln dried hardwood are provided for the hot tub per night of your stay. Extra bags of logs are available at £10.00 per bag, cash only. This money must be left on your departure day in the kitchen area of the hut. Please use the other fire wood for cooking and heating responsibly.

### **20. Noise policy**

The Hirer agrees to not cause nuisance or annoyance to nearby neighbours. There is a strict "quiet time" between 10 pm and 8am daily.

### **21. Access**

The Owner reserves the right to reasonable access to the property at any time.

### **22. Parking**

This is strictly for 1 vehicle only.

### **23. Breach**

Any breach of these Terms and Conditions will result in the Owner terminating the booking and requiring you to vacate the property immediately with no refund.

### **24. Drones**

We kindly ask you not to operate or fly any drones on our land or over surrounding fields. As there may be other guests or residence on site that may not want to be filmed, also we do not wish to disturb any residence here at the farm or guests staying, please do not bring your camera to take photos

## **24. Enjoyment is a must. Have a great stay.**