

Peake's Retreats Ltd Terms and Conditions

In relation to:

The Loft, Milne's Corner, Potter's Lodge and Beaumont's Hideaway

1. Bookings

1.1 A booking is only confirmed upon receipt of the deposit or payment in full from the guest. No booking contract is entered into until a deposit has been received and Peake's Retreats has sent an email confirmation declaring the guest's reservation. Please note Peake's Retreats will not hold dates provisionally without a deposit.

1.2 Where a deposit has been paid, full balance payment will be due 28 days in advance of your check in date, 3 weeks in advance if paying by cheque.

If the remaining balance is not settled before the stated due date, the guest will forfeit their deposit and the booking will be cancelled. If the booking is for an exclusive use site reservation the balance is due 8 weeks in advance of the check in date.

1.3 When bookings are made within 3 weeks of the check in date, the full balance is due at the time of booking.

1.4 Payments can be made by bank transfer or debit/credit card. It is the guest's responsibility to check the details on the booking confirmation are correct and notify Peake's Retreats immediately of any discrepancies. Peake's Retreats cannot accept responsibility for any errors not corrected prior to arrival.

1.5 The accommodation allocated to you on confirmation of your booking is provisional and Peake's Retreats reserve the right to alter this to equally suitable accommodation on arrival if necessary.

2. Cancellation

2.1 Cancellation by the guest

2.1.1 Peake's Retreats understand that circumstances change and emergencies occur. If the guest has to cancel their booking, please inform Peake's Retreats immediately.

2.1.2 Peake's Retreats will re-advertise the dates of your booking, should these dates be sold to another booking Peake's Retreats will offer a full monetary refund up to the amount the new booking is sold for or up to the amount of the new deposit if more than 28 days away, minus a £50 administration fee.

2.1.3 Should the dates not be re-sold the following cancellation policy will apply:

- a. If cancelled more than 60 days before the check in date Peake's Retreat will refund any monies paid, minus a 25% booking deposit.
- b. If cancelled less than 60 days before the arrival date Peake's Retreats will refund 50% of the total booking cost
- c. If cancelled less than 28 days before your arrival date all monies paid will be forfeited.

2.1.4 Single night bookings will be subject to the full booking cost being forfeited if cancelled at anytime.

2.1.5 Deposits paid are non refundable and non transferable.

2.1.6 Non-payment of the balance by the due date will be construed as cancellation by you.

2.1.7 We strongly advise you to take out holiday insurance to cover you in the event of a cancellation.

2.2 Cancellation by Peake's Retreats

2.2.1 Peake's Retreats reserve the right to cancel or make changes to a booking at short notice for any reason.

2.2.2 In the event that Peake's Retreats cancel a booking for any reason any monies paid will be returned, Peake's the original payment method.

2.2.3 In the event that Peake's Retreats is forced to cancel a booking due to 'extraordinary circumstances' beyond their control (see clause) then a voucher will be offered for the amount of monies already paid. The voucher will expire 2 years from the original check in date.

2.2.4 Peake's Retreats will not pay compensation in the event of a cancellation.

2.2.5 Peake's Retreats cannot accept any liability or responsibility for any loss, including amongst other things consequential loss caused by cancellation and the guest accepts that they have no further claim against Peake's Retreats

2.2.6 Peake's Retreats also reserve the right to alter the accommodation allocated or site locations at short notice if necessary, guests will however be informed of any major changes to the booking before arrival.

2.3 Changes by the guest

2.3.1 After booking, if the guest wishes to make changes such as move dates this will be subject to a £50 administration fee.

2.3.2 Peake's Retreats will do our best to accept any changes that are requested, however cannot guarantee changes .

2.3.3 Any change of date requests made within 28 days of check in will only be accepted in the event that Peake's Retreats can advertise and re-sell these dates in accordance with clause 2.1

2.4 Cancellation due to COVID-19

2.4.1 All bookings made before the 25th March 2020 (inclusive) that fall in a time period whereby non-essential travel is prohibited by law will be offered one of the following options:

- a. A full monetary refund for any monies paid.
- b. The opportunity to move dates to any time within the 18 months following the original check in date with no increase in cost due to a change in season and pricing or administration charges.
- c. A voucher equivalent to the amount already paid valid for 2 years following the original check in date.

2.4.2 All bookings made after 26th March 2020 (inclusive) that fall in a time period whereby non-essential travel is prohibited by law will be offered one of the following options::

- a. The opportunity to move dates and put any monies paid toward future dates with no administration charges.
- b. A voucher equivalent to the amount already paid valid for 1 year following the original check in date.

Any bookings made through a third party Online Travel Agent will be subject to the cancellation policies of the OTA.

3 Arrival and Departure

3.1 In order to prepare the accommodation, checkin is after 4pm on the day of check in and checkout is by 10.00am on the day of departure.

3.2 Peake's Retreats ask that you give us an estimated arrival time and update us if this is likely to change significantly. If an estimated time of arrival is not given then any heating in the accommodation may not be on.

3.3 Peake's Retreats operate a self check in procedure whereby the guest will receive an email containing directions to their accommodation and information on how to gain entry. This email will be sent 1 day after booking. It is the guest's responsibility to inform Peake's Retreats if they do not receive this email.

4. Occupancy

4.1 The accommodation may only be occupied by the agreed number of guests named on the booking form at the time of booking. If the guest wishes to amend the number of guests in the party, this must be agreed in advance of the stay.

4.2 Peake's Retreats reserve the right to refuse entry to the entire party if this condition is not observed.

5. Pricing

5.1 Prices given on the Peake's Retreats website or any social media page are not binding and Peake's Retreats reserves the right to modify these prices at any time.

5.2 The price given at the time of booking whether by email, telephone, our online booking system or any other Online Travel Agent (OTA) is binding and will be confirmed on your booking form or by confirmation email/letter.

5.3 When booking through and OTA, this will be confirmed by their confirmation system. Please see their booking and confirmation policies.

6. Breakages and Damage

6.1 Please take care of Peake's Retreats property. The guest is responsible and liable for any breakages or damages that are caused to the accommodation or its contents.

6.2 The guest must report any breakages as soon as they occur.

6.3 Peake's Retreats reserve the right to charge the guest for repair, replacement or making good if the damage or breakage is significant and by agreeing to these terms and conditions the guest accepts that this is the case.

6.4 Peake's Retreats reserve the right to charge for excessive cleaning where accommodation has been left in an unacceptable condition or where guests have left washing up and so on. The charge incurred for this will be £30.

6.5 Peake's Retreats reserve the right to charge for towels that are missing or damaged at the end of a guest stay, these will be charged at £20.00 for bath towels and £10.00 for hand towels.

6.6 The guest must ensure that all towels are left in the accommodation at the end of a stay and not in the communal areas.

6.7 Guests will be held responsible for any fire, damage or alteration to the structure caused by negligence.

7. Assumption of Risk

7.1 The guests accepts that they will be staying on a working small holding with live animals, areas of open water and potentially dangerous farm equipment amongst other hazards.

7.2 There is also an onsite children's play area and toy shed. Whilst every care is taken to keep guests safe, accidents can happen and Peake's Retreats accept no responsibility for such accidents (to the greatest extent permitted by law). It is the parent/guardian's responsibility to make sure children are supervised at all times, including supervision on the play equipment and ensuring that they are unable to leave accommodation at night without supervision.

7.3 Guests accept that they are aware that some of the camp equipment (such as the wood burning stoves, gas cooking stoves, fire pits and BBQ hut) may be dangerous if misused- please see section 11.

7.4 If agreeing to use the hot tub guests agree to be bound by the safety instructions for safe use and agree that this will not be misused by any member of their party. Hot tub instructions can be found in the accommodation and, for the main hottub, on the hot tub itself.

7.5 Peake's Retreats accept no liability for accident, loss of property or personal injury incurred on site.

7.6 In the event of guest misbehaviour or other necessary cause, Peake's Retreats reserve the right to terminate the booking without any refund.

7.7 The guest will take responsibility, and will indemnify Peake's Retreats against any injuries or damage whilst they are using the facilities, including from the use of the hot tub, BBQ hut and children's play equipment.

8. Guest conduct.

8.1 Guests undertake to behave in a proper, appropriate and legal manner with due respect to the owner, neighbours, the property, other guests and their property.

8.2 If any guest behaves inappropriately or improperly (of which Peake's Retreats will be the final judge when guests are on their property), or illegally, Peake's Retreats reserves the right to ask the guest and their party to leave the site before the end of the stay. Any refund will be at the discretion of Peake's Retreats.

8.3 Noise must be kept to a minimum between the hours of 10pm and 7am.

8.4 The guest is responsible for informing Peake's Retreats of any losses or damage to the property as soon as possible.

8.5 The guest will be liable to pay for any losses or damage to property caused by the guest or a member of their party (except reasonable wear and tear).

8.6 All members of the party must have left the accommodation by the check-out time specified on your booking, unless agreed otherwise during the stay, and confirmed in writing.

8.7 In addition, Peake's Retreats reserve the right to sue the guest for any loss, damage or injury caused to the Owner, the Property or to other guests and/or their property.

9. No Smoking Policy

9.1 Peake's Retreats operate a strict NO smoking policy inside any accommodation or communal areas.

9.2 Anyone smoking on the site is responsible for disposing of their cigarette ends in a safe and clean way and not littering the surrounding areas.

9.3 Anyone who is reported as smoking in communal areas will be asked to cease and if the smoking persists Peake's Retreats reserve the right to terminate the stay without any refund.

10. NO FIREARMS, HUNTING EQUIPMENT, FIREWORKS OR CHINESE LANTERNS ARE PERMITTED ON THE SITE, without prior written agreement.

11. Fire Policy

11.1 Contained in the accommodation is an information booklet. This booklet contains both useful information and safety information. The guest agrees to read this thoroughly on arrival and to operate any appliances according to instruction. If the booklet

is missing from the accommodation it is the guests responsibility to report this to a member of staff and obtain a new one.

11.2 Camp fires are permitted only in marked areas.

12. Dogs on site

12.1 It is the guest's responsibility to ensure that party members, especially children, do not go into prohibited areas, and do not enter the small holding without a member of staff with them.

12.2 Peake's Retreats do permit well-behaved dogs on site, this is subject to an additional refundable deposit of £100 and a non-refundable fee of £30 per accommodation.

12.3 Peake's Retreats reserve the right to withhold this deposit if the accommodation is left unclean or damaged due to guest dog(s). Guests must also make good any damage that exceeds the £100 deposit.

12.4 Dogs must be kept on a lead at all times onsite, Peake's Retreats reserve the right to terminate the let without refund of any letting monies if any guests are in breach of these terms.

13. Complaints

13.1 In the event that a guest has any complaint during a stay, please notify Peake's Retreats as soon as possible, Peake's Retreats will use all reasonable endeavours to resolve the issue.

13.2 In the event that a guest has any complaint about a stay, please notify the Peake's Retreats as soon as possible in writing to sarah@peakesretreats.co.uk but no later than 14 days after the check out date. If this procedure is not followed there will be less opportunity to investigate and resolve the complaint.

14. Force Majeure

14.1 In this clause [14] "force majeure" means an event beyond the control of either party which prevents either party from complying with its obligations under this agreement, including but not limited to:

14.1.1 Act of god (such as but not limited to, fires, explosions, earthquakes, drought, tidal waves and floods);

14.1.2 War, hostilities (whether war be declared or not), invasion, act of foreign enemies, mobilisation, requisition, or embargo;

14.1.3 Rebellion, revolution, insurrection, or military or usurped power, or civil war;

14.1.4 Contamination by radio-activity from any nuclear fuel, or from any nuclear waste from the combustion of nuclear fuel, radio-active toxic explosive, or other hazardous properties of any explosive nuclear assembly or nuclear component of such assembly;

14.1.5 Riot, commotion, strikes, go slows, lock outs or disorder, unless solely restricted to the employees of Peake's Retreats or their subcontractors; or 14.1.6 Acts or threats of terrorism.

14.2 A party will not be liable for any failure of or delay in the performance of this agreement for the period that such failure or delay is 14.2.1 beyond the reasonable control of the party,

14.2.2 materially affects the performance of any of its obligations under this agreement, and

14.2.3 could not reasonably have been foreseen or provided against, but

14.3 Will not be excused for failure or delay resulting from only general economic conditions or other general market effects.

14.4 In the event that such an event prevents performance of the original booking, the booking will be moved to any available dates chosen by the Guest within 12 months following the original check in date.

14.5 In the event that that such an event prevents performance thereunder for a period in excess of twelve (12) months following the original check in date, then the guest may elect to terminate this agreement with the option of a full monetary refund by a written notice to Peake's Retreats.

15. Governing Law and Jurisdiction.

These terms and conditions have been drafted in accordance with and are governed by English law and the courts of England and Wales have exclusive jurisdiction in relation to any and all disputes arising out of these Terms & Conditions.

16. Authority to sign

This agreement is deemed to be signed when a booking is entered into, whether via the Peake's Retreats website, by telephone or email.

The person who signs to accept the terms and conditions on the Booking Form certifies that:

- a). he or she is authorized to agree Booking Conditions on behalf of all persons in the party.
- b). The signatory is over 18 years of age
- c). they agree to take responsibility for the party occupying the accommodation