

## Peake's Retreats Terms and Conditions

### 1. Bookings

A booking is only confirmed upon receipt of the deposit or payment in full. No booking contract is entered into until a deposit has been received and we have sent an email confirmation declaring your reservation. Please note we do not hold dates provisionally without a deposit.

Where a deposit has been paid, full balance payment will be due 2 weeks in advance of your check in date, 3 weeks in advance if paying by cheque or CASH on arrival.

If the remaining balance is not settled before the stated due date, you will forfeit your deposit and your booking will be cancelled. If the booking is for an exclusive use site reservation we ask that the balance is settled 8 weeks in advance of your stay.

When bookings are made within 3 weeks of the arrival date, we ask for the full amount to be paid at the time of booking.

Payments can be made by bank transfer, cheque, or CASH on arrival (if pre-arranged). It is your responsibility to check the details on your booking confirmation are correct and notify us immediately of any discrepancies. We cannot accept responsibility for any errors not corrected prior to arrival. The accommodation allocated to you on confirmation of your booking is provisional and we reserve the right to alter this to equally suitable accommodation on arrival if necessary.

### 2. Cancellation

#### 2.1 Cancellation by you

We understand that circumstances change and emergencies occur. If you have to cancel your holiday, please inform us immediately. We will do our best to re-let the accommodation. If we can re-let your holiday dates we will refund your balance payment with the amount we can let the accommodation for, therefore if we have had to discount the break in order to fill, the amount returned will be your balance less any discounts. If it is not possible to re-let the accommodation, all monies which have been paid will be forfeited.

Deposits paid are non refundable and non transferable.

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

#### 2.2 Cancellation by us

Peake's Retreats reserve the right to cancel or make changes to a holiday at short notice if for unforeseeable circumstances we are unable to provide safe accommodation due to extreme conditions, ill health, fire, administration or any other extenuating circumstances. If we cancel your holiday your full payment will be returned. Peake's Retreats will not pay you compensation.

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

Peake's Retreats also reserve the right to alter the yurt 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 you

After booking, if you need to make changes such as move dates this will be subject to a £20 administration fee. We will do our best to accept any changes that are requested, however we cannot guarantee changes and all changes, before and after the balance due date, will be subject to our cancellation policy if we are unable to accommodate them.

## 2. Arrival and Departure

In order to prepare the accommodation, checkin is between 2pm and 2:45pm or between 3:45pm and 8pm, and checkout is by 11.00am on your departure date. An extension to departure time may be accommodated if there are no other bookings for your yurt on the day you depart, please enquire during your stay if you wish to take advantage of this late departure service to find out if it is available to you.

We ask that you give us an estimated arrival time and update us if this is likely to change significantly.

We may be able to accommodate late checkin (after 8pm) but please do contact us beforehand to make sure this is available. We do reserve the right to refuse entry after 8pm if not previously agreed and you will be subject to the cancellation policies.

## 4. Occupancy

The property may only be occupied by the agreed number of guests named on the booking form at the time of booking. If you wish to amend the number of guests in your party, this must be agreed in advance of your stay. When booking please confirm the number of guests (including infants) on your booking form. We reserve the right to refuse entry to the entire party if this condition is not observed.

## 5. Pricing

We do our best to keep pricing up to date, however the prices given on our webpage or any social media page are not binding and Peake's Retreats reserves the right to modify these prices at any time.

AT the time of booking you will receive a price, this price given either 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.

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

## 6. Breakages and Damage

Please take care of our property. You are responsible and liable for any breakages or damages that you cause to the accommodation or its contents. Please report these as soon as they occur. We reserve the right to charge you for repair, replacement or making good if the damage or breakage is significant and by agreeing to these terms and conditions you accept that this is the case.

We 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.

We reserve the right to charge for towels that are missing or damaged at the end of a guest stay, these will be charged at £15.00 for large towels and £6.50 for small hand towels.

Please ensure all towels are left in your yurt at the end of your stay and not in the communal areas, so that we can easily track which yurt the towels are from.

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

## 7. Assumption of Risk

You will be staying on a working small holding with live animals, areas of open water and potentially dangerous farm equipment amongst other hazards. We also offer a children's play area and trampoline. Whilst we take great care to keep you safe, accidents can happen and we are not held responsible 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. Also you must be aware that some of the camp equipment (such as the wood burning stove, fire pit and BBQ hut) may be dangerous if misused- please see section 11.

If agreeing to use the hot tub you agree to be bound by the safety instructions for safe use and agree that this will not be misused by any member of your party.

Peake's Retreats accept no liability for accident, loss of property or personal injury incurred on site. In the event of guest misbehaviour or other necessary cause, we reserve the right to terminate the let without any refund of letting monies.

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.

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. If any guest behaves inappropriately or improperly (of which Peake's Retreats will be the final judge of 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 holiday. Any refund will be at the discretion of Peake's Retreats.

We specifically ask that noise is kept to a minimum after 10pm at night.

You are responsible for informing us of any losses or damage to the property as soon as possible. Please note that you will be liable to pay us for any losses or damage to our property caused by you or a member of your party (except reasonable wear and tear). You must also leave the property by the check-out time specified on your booking, unless agreed otherwise during your stay.

In addition, we 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

Peake's Retreats operate a strict NO smoking policy inside any of our accommodation or communal areas. 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. 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 let without any refund of letting monies.

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

#### 11. Fire Policy

On arrival you will be given a safety briefing regarding the wood burning stoves, fire pits, BBQ hut, hot tub and communal kitchen area. We ask that you listen carefully and agree to operate these appliances according to instruction. Camp fires are permitted only in marked areas. The safety briefing is also included in your accommodation information for you to refer to at anytime throughout your stay. If your information pack is missing, please contact a member of staff immediately.

#### 12. Dogs on site

Please be aware that we do have dogs of our own (border collie and toy cockapoo) that live onsite. They do have access to the accommodation area. We do our best to keep them from the accommodation field, however they do sometimes find a way around. It is your 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.

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

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

In the event that you have any complaint about your stay, please notify Peake's Retreats as soon as possible and we will use all reasonable endeavours to resolve the issue. In the event that you have any complaint about your stay, please notify the Owner as soon as possible but no later than 14 days after you check out. If you don't follow this procedure there will be less opportunity for us to investigate and resolve your complaint.

### 14.Force Majeure

Force majeure on the side of Peake's Retreats exists if the implementation of the agreement is entirely or partially, temporarily or permanently prevented due to circumstances which are beyond our control including it not limited to: threat of war, staff strikes, blockades, fire, flood and other disruptions or events.

### 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

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