

## **BROOK COTTAGE SHEPHERD HUTS** Accommodation

### Terms and Conditions

#### 1. DEFINITIONS

1.1 In this Contract, the following words and expressions will have the following meanings:

- **Accommodation**  
the rooms or area to be hired by you for the purposes of self-catering overnight accommodation, as set out in the Contract Details.
- **Booking**  
your booking with us for the use of the Accommodation, as detailed in this Contract.
- **Booking Deposit**  
the deposit paid by you to us in order to secure the Booking Period, as set out in the Contract Details.
- **Booking Period**  
the dates and times on which you are to hire the Accommodation, as set out in the Contract Details, to include any period of time to set up and clear the Accommodation and such dates and times may vary between each element of the Accommodation as set out in the Contract Details.
- **Cancellation Costs**  
the cancellation costs you will incur in the event of cancellation of your Booking.
- **Charges**  
the charges payable by you for the hire of the Accommodation as set out in the Contract Details, or such other charges as may be agreed by both parties in writing from time to time, payable by you in accordance with clause 5.1.
- **Conditions**  
these terms and conditions as amended from time to time in accordance with clause 3.2.
- **Contract**  
the contract between us and you for your Booking in accordance with these Conditions and the Contract Details.

- **Contract Details**

the contract details set out on the front pages of this document.

- **Client, you, your**

the person(s), firm or company who hires the Accommodation from us as set out in the Contract Details.

- **Brook Cottage Shepherd Huts, we, us, our**

Brook Cottage Holidays Ltd (Company number 12984835) t/a Brook Cottage Shepherd Huts, Yr Er, Y Ffor, Pwllheli, Gwynedd, LL53 6RR

- **Security Deposit**

the deposit paid by you to us as security for any breakages or damage caused by you, your guests or your party suppliers, as set out in the Contract Details, which may be refundable to you subject to the terms of clause 6.

- **Good Housekeeping Deposit**

the deposit paid by you to us as security for any additional cleaning caused by you, your guests or your party suppliers, as set out in the Contract Details, which may be refundable to you subject to the terms of clause 6.

- **Special Conditions**

the special conditions (if any) set out in the Contract Details.

1.2 A reference to **writing** or **written** in these Conditions includes email but not fax.

## 2. CONDITIONS APPLICABLE

2.1 The Contract made between us and you is made up of the Contract Details and these Conditions. If there is any conflict or ambiguity, unless otherwise expressly stated, the order of precedence is:

2.1.1 any Special Conditions;

2.1.2 the Contract Details;

2.1.3 these Conditions,

to the extent of such conflict or ambiguity.

2.2 The Booking Period shall be held provisionally for 10 days following your initial enquiry, or if such time is not available before commencement of the Booking Period, for a maximum of 24 hours. After this time, we reserve the right to release the provisional Booking Period without notice to you.

2.3 The Contract shall commence on the date on which the Contract Details form is signed by both parties, or on the date that the Booking Deposit has been paid to us, whichever is the later (the "**Commencement Date**").

2.4 Any typographical clerical or other error or omission in any sales literature, quotation, price list, acceptance of offer, invoice or other documentation issued by us shall be subject to correction without any liability on the part of Brook Cottage Shepherd Huts. Where such

correction is to your significant material disadvantage, you shall be entitled to terminate the Contract and shall receive a full refund of all monies paid.

2.5 Brook Cottage Shepherd Huts is located in an area of outstanding natural beauty surrounded by grazing farmland, so as such you may be subject to the sounds and smells of the natural working environment.

### 3. LICENCE OF THE ACCOMMODATION

3.1 Subject to clause 8, we grant you a right during the Booking Period to enter and use the Accommodation in accordance with the terms of this Contract. You acknowledge and agree that:

3.1.1 you will have the right to enter and use the Accommodation as a licensee only and no relationship of a landlord and tenant is created between us and you by this Contract; and

3.1.2 we retain control, possession and management of the Accommodation and you have no right to exclude us from the Accommodation. We reserve the right to enter the Accommodation at all times during the Booking Period.

#### **Minor changes to the Accommodation**

3.2 **Please Note:** We may change the Accommodation without giving you prior notice if those changes are required:

3.2.1 to reflect changes in relevant laws and regulatory requirements; or

3.2.2 to implement minor adjustments and improvements.

3.3 These changes will only be made without your agreement if they do not negatively affect your use of or the value of the Accommodation and the cause of any such change will not be treated as an Unexpected Event (see clause 11).

3.4 **Please Note:** Minor changes may include us making cosmetic and/or structural changes to the Accommodation if we reasonably believe those changes will improve the Accommodation for our customers.

### 4. USE OF THE ACCOMMODATION

4.1 The Accommodation will be ready for your arrival from 3pm on the first day of the Booking Period. Guests must vacate the Accommodation by 11am on the last day of the Booking Period.

4.2 You agree to provide us with the names and ages of each person who is to stay at the Accommodation at least one month prior to the start of the Booking Period. We are unable to accept groups of guests which are either all male, all female, or all under the age of 25. Strictly no stag or hen parties.

4.3 The Accommodation is booked on the basis of a maximum of two adult persons staying in each hut. You and your guests are not permitted to bring your own additional beds.

4.4 Due to the nature of the Accommodation and its rural setting, wheelchair access is very limited, however we will endeavour to assist where reasonably possible anyone with disabilities. Please notify us prior to or at time of booking of any special needs.

4.5 Any linen changes requested by you or your guests will be subject to an additional charge (as set out on our standard price list at the time of your request) which shall be invoiced in accordance with clause 5.3.

#### Accommodation Rules

4.6 You agree and undertake:

4.6.1 not to bring to the Accommodation, or use at the Accommodation, any illegal

substances, and use reasonable endeavours to ensure that all guests comply with the same;

4.6.2 not to permit any naked flames, lights or gas cylinders to be used inside the

Accommodation, other than battery tea lights or candles provided;

4.6.3 not to do or permit to be done anything on the Accommodation which is illegal or which may be or become a nuisance (whether actionable or not), annoyance, inconvenience or disturbance to us or to any of our other clients, or any owner or occupier of neighbouring property;

4.6.4 to comply with the terms of this Contract and any instructions or notices from us, and use reasonable efforts to ensure that any guests so comply;

4.6.5 not to cause or permit to be caused any damage to the Accommodation, including any furnishings, equipment or fixtures at the Accommodation;

4.6.6 not to alter, move or interfere with any lighting, heating, power, cabling or other electrical fittings or appliances at the Accommodation, or install or use additional heating, power, cabling or other electronic fittings or appliances (other than small appliances such as mobile phone chargers) without our prior written consent;

4.6.7 to use any equipment provided by us for its proper purpose and in accordance with any instructions provided by us regarding its use;

4.6.8 to leave the Accommodation in a clean and tidy condition and to remove your belongings from the Accommodation at the end of the Booking Period

4.6.9 to comply with the limits on capacity of the Accommodation, which unless otherwise stated by us, shall be a maximum of 10 guests occupying Brook Cottage Shepherd Huts and a maximum of 2 guests occupying each shepherds' hut;

4.6.10 to ensure that no person other than those individuals whose details you have provided to us in accordance with clause 4.2 shall use the Accommodation;

4.6.11 not to permit any persons other than those occupying the Accommodation to attend the Accommodation without our prior written consent;

4.6.12 Guests may not invite any friends and family who are not staying at Brook Cottage Shepherd Huts to attend the Accommodation (inside or out) for parties or socialising, to include BBQs, birthday parties, 'get-togethers' or any other form of group gathering without our prior written consent;

4.6.13 not to smoke or permit smoking (including e-cigarettes) anywhere inside the Accommodation and only smoke or permit smoking within the designated areas outside the Accommodation, using the ashtrays provided;

4.6.14 not to have any naked flame, including candles, T-lights or any other form of in the Brook Cottage Shepherd Huts Accommodation;

4.6.15 to bring no more than one small/medium sized dog (as determined by us, acting reasonably) to the pet-friendly shepherds' hut Accommodation; and

4.6.16 to keep all dogs on a lead and under control when outside of the Accommodation.

4.7 You agree to ensure that your guests behave in a responsible and safe manner during their stay at the Accommodation, and we reserve the right to remove, or to request that you remove, guests that do not behave appropriately from the Accommodation.

## 5. CHARGES AND PAYMENT

5.1 You agree to pay the Charges to us in the instalments and on (or before) the dates set out in the Payment Schedule in the Contract Details.

5.2 You agree to pay the Booking Deposit to us on or before the Commencement Date, in order to secure the Booking Period.

5.3 We shall send you an invoice at least two weeks prior to the start of the Booking Period for the Good Housekeeping Deposit and for any additional charges or items that are to be

hired. You agree to pay this invoice at least seven days prior to the start of the Booking Period. The Good Housekeeping Deposit may be refundable to you in full or in part subject to the terms of clause 6.

5.4 We may send you an additional invoice prior to or following the Booking Period for any further sums due which were not included in the original Charges or the invoice issued in accordance with clause 5.3. You agree to pay this invoice within 14 days of receipt.

5.5 Time of payment shall be of the essence, so it is essential that you make payment on or before the date payment is due and failure to do so may be a material breach of the Contract. No payment will be deemed to have been made until we are in receipt of cleared funds.

5.6 All amounts payable by you include amounts in respect of value added tax (VAT) where applicable, unless otherwise stated.

5.7 If you fail to make payment of any sum due under this Contract on the due date for payment then, without prejudice to any other right or remedy available to us, we will be entitled to cancel the Contract and/or charge you interest at the rate of 5% per annum above the Bank of England's base rate from time to time until payment in full is made (a part of a month being treated as a full month for the purpose of calculating interest).

5.8 All amounts due under the Contract shall be paid in full without any set-off, counterclaim, deduction or withholding (other than any deduction or withholding of tax as required by law).

## 6. SECURITY & GOOD HOUSEKEEPING DEPOSITS

6.1 You acknowledge and agree that, following the Booking Period, we shall be permitted to withhold from the Security and/or Good Housekeeping Deposit such proportion as may be reasonably necessary to make good any damage, breakages, or lack of reasonable cleanliness at or to the Accommodation caused by you or any of your guests.

6.2 Any proportion of the Good Housekeeping Deposit which is not withheld by us under clause 6.1 will be refunded to you within 7 days of the end of the Booking Period.

6.3 In the event that the Good Housekeeping Deposit is insufficient to cover the costs of making good any damage, breakages, or lack of reasonable cleanliness at or to the Accommodation caused by you or any of your guests, you agree to pay us a further amount in order to cover these costs promptly when requested. If requested, we will provide you with evidence of the amount of these costs.

## 7. LIABILITY

7.1 Except as provided in clauses 7.3 and 7.4 our liability for loss or damage in contract or tort (including negligence) or howsoever arising shall not exceed the Charges paid by you.

7.2 You and your guests shall be responsible for the safekeeping of personal possessions. We shall bear no liability in contract or tort for loss or damage to your (or your guests') personal property. Any lost property found by us shall be stored at the Accommodation for one month after the Booking Period for you or your guests to collect.

7.3 Nothing contained in these Conditions is intended to nor shall restrict our liability to you in respect of death or personal injury caused by our negligence.

7.4 Your statutory rights are not affected by these Conditions and each party shall be liable to the other for any foreseeable loss arising from its own breach of the Contract.

## 8. CANCELLATION

Cancellation by us

8.1 We may cancel your Booking with immediate effect by giving you notice in writing (including by email) if:

8.1.1 you fail to pay instalment of the Charges when they are due (in accordance with the Payment Schedule set out in the Contract Details) and you have not made payment 14 days after being asked by us in writing to make such payment. In this situation, the cancellation will take effect on the date that the relevant instalment of the Charges was originally due; or

8.1.2 you commit a serious breach of any of your obligations under the Contract and do not remedy this breach within 14 days of being asked by us to remedy the breach, or you otherwise indicate that you intend to commit a serious breach the terms of the Contract.

8.2 A '**serious breach**' includes:

8.2.1 any failure to make payment of an instalment of the Charges when due in accordance with the Payment Schedule set out in the Contract Details;

8.2.2 any breach of the Contract which breaches any law or regulatory requirement, poses a health, safety or fire risk or which otherwise jeopardises any of our operating licenses; or

8.2.3 you demanding that we do anything that we cannot or should not do (due to such action breaching any law or regulatory requirement, posing a health, safety or fire risk or otherwise jeopardising any of our operating licenses), or you otherwise demanding that we permit you do anything that breaches any law or regulatory requirement, poses a health, safety or fire risk or otherwise jeopardises any of our operating licenses, after we have informed you that it is not permitted.

8.3 If your Booking is cancelled in any of the above scenarios, you agree that the Cancellation Costs set out in the '**Cancellation Costs Table**' below (see clause 9) will apply and be payable by you to us. We will also not be responsible for any costs that you continue to incur despite your Booking being cancelled.

8.4 We will take reasonable steps to mitigate our losses that result from your cancelled Booking. The Cancellation Costs will be subject to deductions (in the form of a refund at a later date) to the extent that we are able to mitigate our losses wholly or in part (for example, by reselling your cancelled Booking), subject to any such deductions to account for losses we are not able to mitigate.

8.5 We also reserve our right to cancel your Booking with immediate effect by giving you notice in writing if you engage in unacceptable conduct and have persisted with such unacceptable conduct for more than 14 days after we have asked you to stop. Any such cancellation will remain at our discretion. We treat the following as examples of unacceptable conduct:

8.5.1 any threatening, abusive or derogatory behaviour towards our staff (which includes verbal and written abuse, comments and remarks) or conduct intended, or which is likely, to have the effect of damaging our reputation; or

8.5.2 you failing to provide mandatory information we require from you to carry out our obligations under this Contract.

8.6 If we cancel your Booking due to no fault of our own (or any Unexpected Event – see clause 11) we will not be responsible for any costs that you may continue to incur despite your Booking being cancelled.

8.7 Unless we cancel your Booking because you have seriously breached the terms of this Contract, or due to an Unexpected Event (please see clause 11), we will refund to you all payments of the Charges made by you. Please note that we may be entitled to retain our own proportionate expenses if you are also partly at fault and in breach of your own

obligations under this Contract or have otherwise engaged in unacceptable conduct (for unacceptable conduct, see clause 8.5).

Cancellation by you

8.8 You may, at any time, cancel your Booking with us. However, your rights to any refund of the Charges, or part thereof, will depend on when you decide to cancel your Booking.

8.9 If you wish to cancel your Booking, for whatever reason, you must contact us in writing (which can be by email). Unless we agree otherwise with you, your cancellation will come into effect on the date that we confirm receipt of your request to cancel (which we will not delay unreasonably).

**Please note:** We will treat each written notice to cancel that we receive from you (even if from only one of you) as being communicated jointly for and on behalf of all Client(s) named in the Contract Details.

8.10 **Cancellation where we are not at fault:** Except as set out in clause 8.13 and clause 8.14 (due to our fault or Unexpected Events), if you cancel your Booking, you agree that the Cancellation Costs set out in the Cancellation Costs Table (see clause 9) will apply and you agree that they will be payable by you to us.

8.11 We will take reasonable steps to mitigate our losses that result from your cancelled Booking. The Cancellation Costs will be subject to deductions (in the form of a refund at a later date) to the extent that we are able to mitigate our losses wholly or in part (for example, by reselling your cancelled Booking), subject to any such deductions to account for losses we are not able to mitigate.

8.12 Upon your cancellation of your Booking, we will issue an invoice to you for any balance between the payments made and the Cancellation Costs, which you agree to pay to us (in cleared funds) within 14 days of the date of the invoice. If your payments towards the Charges already made are more than the Cancellation Costs, we will refund the balance to you within 14 days of our confirming receipt of your request to cancel.

8.13 **Cancellation where we are at fault:** If we fail to perform our obligations to you under this Contract with reasonable care and skill or are otherwise in breach of our obligations to you, you are entitled to request that we re-perform those obligations within a reasonable period. Alternatively, you may request a partial refund to reflect those obligations under this Contract that we have failed to perform with reasonable care and skill.

If we fail to perform our obligations under this Contract with reasonable care and skill or are otherwise in breach of our obligations to you and re-performance or a reduction of the Charges will not remedy our failure or breach, you are entitled to cancel your Booking with immediate effect and receive a refund of the Charges and any other sums you have paid.

The Cancellation Costs set out in Cancellation Costs Table (see clause 9) will not apply.

Please note that we may be entitled to a smaller, proportionate contribution towards Cancellation Costs if you cancel due to our fault but you are also partly at fault and in breach of your own obligations under this Contract with us or have otherwise engaged in unacceptable conduct (see clause 8.5).

8.14 If you wish to cancel your Booking due to our delay, hindrance or prevention from providing the Accommodation due to an Unexpected Event, you will be liable only for the amounts set out in clause 11 (Unexpected Events) and not the (higher) Cancellation Costs applicable to Client cancellations where there is no Unexpected Event.

8.15 Due to the nature of your Booking, the statutory right to cancel under the Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013 does not

apply. This is because your Booking is considered a leisure service activity and is booked for a specified date.

#### 9. CANCELLATION COSTS TABLE – FOR CANCELLATIONS WHERE WE ARE NOT AT FAULT

9.1 The below Cancellation Costs have been carefully calculated as a pre-estimate only of our losses that directly result from your cancelled Booking. This includes the costs of any services provided to you before cancellation, the unavoidable expenses we will incur and our direct loss of profit (including the value of your Booking Period and likelihood of us being able to rebook your cancelled Booking).

<b>Date of Client cancellation</b>	<b>Cancellation Cost</b>
28 days + before arrival	No Cancellation Costs – a full refund of all sums paid will be issued if booked direct (if booked through a third party site this will be minus booking fees)
28 days before arrival	Booking Deposit (though we will refund if we are able to resell the booking period minus £25 admin fee + any third party booking fees)
14 days before arrival	Booking Deposit + Any Extras (though we will refund if we are able to resell the booking period minus £50 admin fee + any third party booking fees)
Less than 14 days before arrival	100% of the total Charges

9.2 The above Cancellation Costs will not apply if you cancel because we have breached our own obligations to you under this Contract (see clause 8.13).

9.3 Please contact us if you would like to discuss the Cancellation Costs and/or how we have calculated these.

#### 10. DATA PROTECTION

10.1 We will comply with all applicable UK data protection law when using the personal information that you provide under the Contract. We will not sell your personal information to any third parties, and will only share personal information where it is permitted or required to do so by law.

10.2 For full information on how we use personal information provided to us and further details of your privacy rights, please see our Privacy Policy.

#### 11. UNEXPECTED EVENTS



11.1 An '**Unexpected Event**' (otherwise known as a 'force majeure event') means a cause or circumstance not within our reasonable control (as listed below) which affects the performance of our obligations under this Contract:

11.1.1 acts of God (flood, drought, earthquake, other natural disaster, severe weather warning or adverse weather event);

11.1.2 collapse of buildings, fire, explosion or accident;

11.1.3 epidemic or pandemic (this includes but is not limited to COVID-19), in each case including, but not limited to, any actions, recommendations, announcements or restrictions, related to its subject matter (whether made by a government body, authority, public health organisation or other similar official body) or outbreak at the Accommodation;

11.1.4 terrorist attack, civil war, civil commotion or riots, war, threat of or preparation for war, armed conflict, imposition of sanctions, embargo, or breaking off of diplomatic relations;

11.1.5 nuclear, chemical or biological contamination, or sonic boom;

11.1.6 any law or any action taken by a government or public authority, including without limitation imposing an export or import restriction, quota or prohibition; and

11.1.7 interruption or failure of utility service.

11.2 If we are delayed, hindered or prevented from providing the Accommodation due to an Unexpected Event we will contact you as soon as possible to let you know. We will also take reasonable steps to minimise the impact of such Unexpected Event. **Please Note:** We will not be in breach of our obligations to you under this Contract to the extent we are delayed, hindered or prevented from doing so to you due to the Unexpected Event.

11.3 If an Unexpected Event occurs, we will discuss our proposed steps to minimise the impact of the Unexpected Event and your options with you. These options will differ on a case-by-case basis depending on the nature of your Booking and the impact of the Unexpected Event.

11.4 If we are unable to agree on a suitable option for you to minimise the impact of the Unexpected Event, you may contact us (or we may contact you) to end the Contract and cancel your Booking.

11.5 If your Booking is cancelled as a result of an Unexpected Event, you will be entitled to a refund of monies paid (or, where applicable, a release from further liability to make payment) under the Contract, less:

11.5.1 our reasonable expenses incurred in relation to your Booking up to the date of cancellation; and

11.5.2 our unavoidable expenses we will incur in relation to your Booking after the date of cancellation.

**Please note:** when calculating our reasonable expenses incurred in relation to your Booking, we may include within these calculations our overhead expenses relevant to your booked Accommodation use (for example, staffing and Accommodation maintenance costs to prepare the Accommodation).

11.6 Upon your cancellation of your Booking due to an Unexpected Event, if your payments towards of the Charges already made are more than the Unexpected Events retained costs, we will refund the balance to you within 14 days of our confirming our total retained costs. If your payments of the Charges are less than the Unexpected Events retained costs, we may at our discretion issue an invoice to you for the balance, which you agree to pay to us (in cleared funds) within 14 days of the date of the invoice.

## 12. INSURANCE

12.1 Subject to clause 12.2 below, you are strongly advised, as part of your Booking with us, to obtain holiday insurance that provides (as a minimum) sufficient cover for the risk of your Booking being unable to proceed as a result of an Unexpected Event. This is due to your financial commitments to us if your Booking is cancelled because of an Unexpected Event.

12.2 If you choose not to, or are otherwise unable to obtain insurance that provides sufficient cover for your risks under this Contract, you agree that this is at your own risk. We will, however, not treat you choosing not to take out insurance (or being unable to obtain insurance) as a breach by you of this Contract.

## 13. GENERAL

### 13.1 Transfers of the Contract.

13.1.1 We may transfer our rights and obligations under the Contract to another organisation. We will always tell you in writing if this happens and we will ensure that the transfer will not affect your rights under the Contract.

13.1.2 You may only transfer your rights or your obligations under the Contracts to another person with our written consent.

13.2 **Even if we delay in enforcing the Contract, we can still enforce it later.** If we do not insist immediately that you do anything you are required to do under the Contract, or if we delay in taking steps against you in respect of your breaking the Contract, that will not mean that you do not have to do those things or prevent us taking steps against you at a later date. For example, if you miss a payment and we do not chase you, we can still require you to make the payment at a later date.

13.3 **If a court finds part of the Contract illegal, the rest will continue in force.** Each of the clauses of this Contract 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.

13.4 **Nobody else has any rights under this Contract.** The Contract is between you and us. No other person shall have any rights to enforce any of its terms.

13.5 **Which laws apply to the Contract and where you may bring legal proceedings.** The Contract is governed by English law and you can bring legal proceedings in respect of the Contract in the English courts.