

HURSTWOOD FARM

Booking Conditions for Equestrian Holidays

Any contract to purchase an equestrian holiday incorporates the conditions below and is between the holiday homeowner and you as the hirer. The contract does not take effect until Hurstwood Farm despatches written confirmation of your booking to you. The Contract is made in England and is governed in all respects by English Law.

1. Hire Terms

All terms are quoted in £ sterling per week for the equestrian holiday as described unless otherwise stated. As soon as the booking is made by you and confirmed by Hurstwood Farm the terms are guaranteed. . Once occupation of a cottage has taken place, guests/hirers are deemed to have accepted the booking conditions even if a booking form has not been signed guests/hirers.

2. Number of Persons

Each cottage sleeps two individuals; there will be an added supplement per person for every additional person up to a maximum of four in each cottage. Hurstwood Farm reserves the right to terminate the hire without notice and without refund for a breach of this condition.

3. Pets

Pets are welcome subject to certain conditions and prior agreement before booking.

4. Initial Payment

You must send the initial payment with your booking form. It will be refunded if there is no vacancy for the time you require.

5. Payment of the Outstanding Balance

Payment of the balance of the holiday charge should be made at the latest eight (8) weeks before commencement of the holiday.

Failure to pay by the due date could lead to holiday cancellation with loss of deposit. Full payment will be required for any bookings made within eight (8) weeks of the commencement of the stay.

6. Damage & Breakages Deposit

A damage and breakages deposit of £100.00 will be added to your balance and will be refunded within 10 days of your departure, providing the property has been left in the same clean and tidy condition, as at the commencement of the rental.

7. Payment Methods

- a) Sterling cheque, drawn on a UK bank account payable to: Hurstwood Farm EC
- b) Bank transfer in sterling direct to our account. (for all overseas transfers there is an additional charge of £20.00) Please telephone for our bank details.
- c) By debit card over the telephone - From January 2015 there will be a 2% surcharge on all credit card payments.

8. Cancellation Charges

If you cancel your booking you must immediately notify Hurstwood Farm in writing by First Class Post, enclosing your Booking Confirmation. We will do our best to re-

let the property and if we do, any monies paid will be refunded less an administration charge of 15%. Your holiday booking is a legally binding contract and you should therefore protect yourself against events beyond your control that may lead to you needing to cancel or curtail your holiday, by arranging personal holiday insurance cover. At the time of confirmation of your holiday you become liable for the charges as set out below. Number of days in advance of booking written notification is required. Cancellation charges(excluding non-refundable deposit.) More than 56 days 50%. Less than 56 days 100%

9. Change of Dates

If, after Hurstwood Farm has issued a confirmation and you wish to change the dates of your holiday, then you may be liable to pay a re-arrangement fee of £35.00 plus VAT, any such re-arrangement being subject to availability. If it is not possible to re-arrange your holiday less than eight (8) weeks before it is due to commence. Any re-issuing of paperwork may also incur a fee of £20.00 plus VAT.

10. Short-break Charges

Please note: 2 night bookings may only be accepted at management discretion. Normally they are not accepted in the summer months unless there is availability at short notice. Any short-breaks more than 4 nights will be charged at the full weekly rate regardless of the time of year.

11. Occupation

Unless otherwise stated in the brochure the normal time of occupation is after 2pm on the hire start date. Occupation before 2pm will not be allowed unless we have given prior permission. If we are prevented by circumstances beyond our control from making the holiday cottage or suitable horses/ponies available and cannot provide suitable alternatives we will refund all monies paid by you but no further liability will be accepted.

12. Departure

The holiday cottage must be vacated by 10 a.m. on the final day of hire and must be left in a clean condition.

13. Minors

Bookings from persons aged under 18 cannot be accepted.

14 Unsuitable Hirers

Hurstwood Farm reserves the right to decline a booking, to hand over a holiday cottage or provide a horse/pony for riding to any person who in our opinion is not suitable to take charge. In this case the hire terms paid shall be refunded in full and the contract shall be discharged without further liability on either party. We reserve the right to repossess the holiday cottage at any time where damage has been caused by the hirer or any member of the hirer's party, or in our opinion is likely to be caused by the hirer or any member of the hirer's party. We reserve the right to terminate or limit a holiday where a hirer refuses to comply with reasonable instructions from Hurstwood staff concerning use of and behaviour around stables and horses. Hirers found ill-treating or abusing any horses will have their agreement terminated. In such cases we shall not be liable to make a refund of any portion of the hire terms paid.

15. Modification and Descriptions

Every effort has been made to ensure that description of the equestrian holiday is correct. We reserve the right to make modifications to the holiday cottage specification that are considered necessary in the light of operating requirements. In the interests of continued improvement we reserve the right to alter or delete furniture, fittings, amenities or facilities either advertised or previously available without prior notice. The proprietors reserve the right to make regulations from time to time as to the smooth running of the business of Hurstwood Farm and these will be displayed from time to time in a prominent place.

16. Owner's Access

The owner of the holiday cottage or his/her representative is to be allowed access to the property at any reasonable time during the holiday tenancy.

17. Hirer's Responsibilities

The hirer is responsible for the holiday cottage and its equipment during the period of hire and is expected to take all reasonable care of it. The holiday cottage is let fully furnished, towels and dishcloths are included. Bed linen is provided. An inventory will be taken by Hurstwood Farm prior to each changeover but you are advised in any event to check on arrival and report any shortcomings, damage or missing items immediately to a member of staff so that the matter can be remedied for you. No claim can be considered for such matters not notified. The hirer undertakes to report and pay for any damage caused to the holiday cottage or for equipment lost, damaged, broken or stolen during his or her occupancy of the holiday cottage. Unsuitable substitutes are not accepted. All the equipment, utensils etc. must be left in a clean condition at the end of the hire period. The hirer undertakes when in the stable yard area and when riding to follow instructions from Hurstwood Equestrian Staff. Although Hurstwood Farm will take all reasonable steps to mount hirers on suitable horses and ponies for lessons and rides, the hirer recognises that horses can be unpredictable and riding can be dangerous. Hirers are strongly advised to take out personal accident insurance before riding.

18. Hirer's Property

Hurstwood Farm do not accept any liability for the loss of, damage to, personal effects, luggage, motor car, motor car accessories, or any other item belonging to the hirer or to any member of the hirer's party, except in so far as the loss or damage arises from a substantial defect or damage existing in the holiday home or its surrounds and which was known or should have been known to us, but for our negligence.

19. Disputes

Any dispute, difference or question which may at any time arise out of the contract or the subject matter thereof shall be referred to a single arbitrator to be agreed upon between the parties (or failing agreement to be nominated by the President for the time being of the Law Society on the application of either party) in accordance with the provisions of the Arbitration Act 1950 or any statutory modifications or re-enactment thereof for the time being in force.

20. Termination of Tenancy

The owner reserves the right to terminate the Tenancy immediately if any of the above conditions are not observed.

21. Amendments to Booking Conditions

The management reserves the right to amend the Booking Conditions at any time and without notice.