

**The Original Hut Company**

**Quarry Farm**

**Bodiam**

**East Sussex**

**TN32 5RA**

[www.original-huts.co.uk](http://www.original-huts.co.uk)

**Terms and Conditions**

The party/individuals will not hold the owners liable for any claim whether for loss, damage or injury to person or property while on the site or farm.

Reservations of all accommodation whether made by telephone, fax, in person, in writing or from the Internet are accepted by Mr and Mrs N Eastwood of Quarry Farm, Bodiam, East Sussex, hereinafter referred to as the owners on the following conditions:

**1. CONTRACT OF HIRE**

The hiring contract will be between you the Hirer and the owners and shall be deemed to be made subject to these Conditions of Hire and shall be interpreted and governed by English Law and jurisdiction. The Contract of Hire is not effective until the Owners despatch to the Hirer written confirmation of the booking. The contract is for the hire of the property for holiday purposes only. We do not accept bookings from Hirers under 21 years of age.

**2. INITIAL PAYMENT**

Bookings will be confirmed upon receipt by the owner of the required deposit payment. However, if the booking is made within 70 days of the holiday commencement date, the full accommodation rental will be required.

**3. BALANCE PAYMENT**

The Balance of the Hire will be due for payment 70 days before the holiday commencement date. The Owner reserves the right to cancel a holiday where full payment has not been received less than 70 days before the holiday commencement date. The deposit paid on the booking is non-returnable. If for any reason the balance payment is not received by the balance due date, we will consider this a cancellation by you.

**4. CONFIRMATION OF BOOKING**

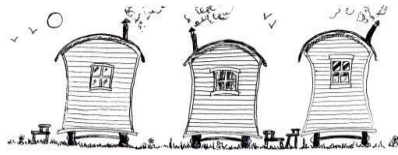
Once the owner has issued a Confirmation of Booking the Hirer is responsible for the total published price of the property and extras as shown on the confirmation. Amendments to bookings will be subject to a £35 administration fee.

**5. BOOKING CANCELLATION**

The owners of The Original Hut Company do not have a Cancellation/Curtailment Protection Scheme therefore the Hirer is advised to make their own alternative arrangements to ensure cover. If you are forced to cancel your holiday you must inform the owners immediately.

Once your booking has been confirmed, to cancel the booking, the person who made the booking must contact us. The cancellation charges increase as the arrival date approaches, and you must pay the sums up to the maximum shown below. The cancellation charges detailed below are calculated on the basis of the total cost payable by the person(s) cancelling, excluding amendment charges, which are non-refundable. The cancellation charges have been calculated as a genuine pre-estimate of the losses incurred in the event you cancelled your booking within the stipulated time period.

If you have to cancel for a reason covered by your insurance policy, you may be able to recover the



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cancellation charges. Claims must be made directly to the insurance company concerned. No refunds will be given for party members not travelling or for unused services.

The following cancellation charges apply:

**Number of days before arrival date that we receive your notice to cancel (or on which you are deemed to have cancelled)**

**Cancellation charge (in addition to any administration fees you owe or have already paid, which are non-refundable)**

More than 70 days

deposit

69 - 43 days prior to departure

50% of total accommodation cost

42 - 22 days prior to departure

70% of total accommodation cost

21 - 0 days prior to departure

100% of total accommodation cost

## 6. AMENITIES

The use of accommodation and amenities, where offered, such as play areas, bicycles, rowing boats etc. is entirely at the users' risk, and no responsibility can be accepted for injury, or loss or damage to user's or visitors' belongings. However, the Owner does not seek to exclude or limit legal liability for the negligence of their servants or agents.

## 7. PARTY NUMBERS

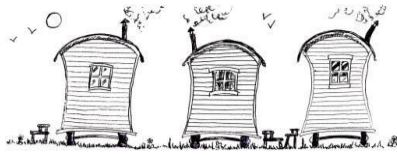
In no circumstances may more than the maximum number of persons, as stated in the brochure or on the website, occupy a property. The Owner reserves the right to refuse admittance if this condition is not observed. In addition, the Owner reserves the right to refuse or revoke any bookings from parties that may in their opinion (and at their discretion) be unsuitable for the property concerned.

## 8. HIRER'S RESPONSIBILITIES

The Hirer is responsible for the property and is expected to take all reasonable care of it, leaving the property and its contents clean and tidy at the end of the hire period.

## 9. DAMAGE

All damages and breakages are the legal responsibility of the Hirer and should be notified to the Owner or Keyholder before the end of your holiday. Their cost shall be refundable on demand. Minor damage or breakages will not normally be charged but in circumstances where extra cleaning is required or there has been breakage or damage beyond what is reasonably expected, the Owner reserves the right to charge you for any additional costs incurred as a consequence and may, at their discretion, refuse future



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bookings.

#### 10. SECURITY DEPOSITS

The Owner reserves the right to request payment of a security deposit should it be deemed necessary. Any Security Deposit charged by the owner will be cashed before the start of the holiday and reimbursed promptly after the holiday (less charges which have been incurred).

#### 11. LITERATURE

The Owner takes every care to ensure the accuracy of the property descriptions. All information in our brochure and on The Original Hut Company website is given in good faith and is believed to be correct at the time of going to press, but the Owner cannot be held responsible for changes beyond its control, which may become known after publication of this literature. In addition, whilst properties may be described as non-smoking or no pets, this cannot be guaranteed. The Owner's description the accommodation cottage shows the amenities available at that property, but generally does not state what is not available.

Further, the Owner will not be liable to you, any member of your party or person visiting the property during the period of your hire of it for happenings outside its reasonable control, such as breakdown of domestic appliances, plumbing, wiring, temporary invasion of pests, damage resulting from exceptional weather conditions or other unforeseeable circumstance.

#### 12. LEGAL

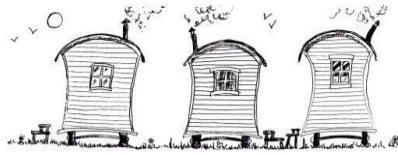
In the event of any disputes arising between parties it shall be referred to the jurisdiction of the English courts only and any actions shall be heard in the court for the area in which the property is situated. Any contract shall be governed by English law and interpretation. Any disputes arising between The Owners and the Hirers, if not mutually resolved, can be referred to a single arbitrator agreed, or in the default of such agreement, to the President for the time being of the Law Society or Institute of Arbitrators. In either case, such arbitration would be subject to the provisions of the Arbitration Act of 1996 or any statutory modification thereof for the time being in force. All parties will contribute equally to the cost of Arbitration.

#### 13. AVAILABILITY

The Hiring Contract is made on the understanding that the property and its facilities as published will be available for the dates stated. In the unlikely event that a property is not available through events arising outside the control of the owners, then the owners may be forced to cancel the booking. The Hirer will be advised as early as possible. Where possible, The Hirer will be offered suitable alternative accommodation, which, if not acceptable, will entitle the Hirer to a refund of all monies due. The Hirer will not as a result have any further claims against the owner. Please note that reservation requests taken via our website are not confirmed bookings until we have contacted you and accepted a payment.

#### 14. FORCE MAJEURE

You will not be paid compensation if we have to cancel or change your booking in any way because of unusual or unforeseeable circumstances beyond our control. These can include, for example, war, riot, industrial dispute, terrorist activity and its consequences, natural or nuclear disaster, fire, adverse weather conditions, epidemics and pandemics, unavoidable technical problems with transport. In such circumstances, no compensation, costs, expenses or any other sums, including the cost of securing alternative accommodation, will be paid.



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**15. COMPLAINTS**

In the event that the Hirer has any problems or concerns with the accommodation please inform the staff on duty immediately to enable them to take the appropriate action.

**16. BEHAVIOUR AND STANDARDS**

By making a booking with us you have entered a contract in which you undertake, on behalf of yourself and the people in your party (including children), to adopt the following standards of behaviour: To act in a courteous and considerate manner towards us, our staff, and other guests. To supervise children properly so that they are not a nuisance or danger to themselves or others. Please always note that the safety of children is the responsibility of their parents or guardians.

You further agree that you will not:

- commit any criminal offence on the site or undertake any criminal activity
- commit any acts of vandalism or nuisance
- keep or carry any firearm or any other weapon at the site
- use any unlawful drugs
- create any undue noise or disturbance
- carry on any trade or business while on the site

Quiet hours are from 10.30pm until 7.30am. Please respect your fellow guests and keep noise to an absolute minimum. In the interests of all visitors, we reserve the right to refuse to hand over any pitch or accommodation unit to any person or groups of persons at our discretion. In such cases, all site fees paid will be refunded in full and the contract shall be discharged. If in our opinion any person is not suitable to continue the holiday because of unreasonable behaviour, damage to property or annoyance to other holidaymakers, we reserve the right to exclude the holiday party from the park. In this event, you will remain liable for the hire price and no refund shall be due. You will remain liable for any damage caused to property.