

The Cattle Shed

Grindleford

Bookings are made and accepted only on the following conditions:

1.0 The Cattle Shed Ltd Agreement

1.1 This agreement is made on the basis that the property ("the Property") is to be occupied by the party members for a holiday as mentioned in the Housing Act 1988 Schedule 1 paragraph 9 and the party members acknowledge that the tenancy granted by this agreement is not an assured tenancy and that no statutory periodic tenancy will arise when it ends.

2.0 Booking Conditions

2.1 You must be at least 21 years old when you book the accommodation. Your booking is made as a consumer and you acknowledge that no liability can be accepted for any business losses howsoever suffered or incurred by you. When we issue our written confirmation to you we enter into a contract with you, the party leader, which is subject to these booking conditions. Any disputes or queries will be between the party leader and the Cattle Shed Ltd ("the Company"). The party leader will assume responsibility for the whole party and the compliance with these rules of all party members. We have the right to refuse any booking prior to the issue of our written confirmation, and if we do this we will tell you in writing and promptly refund any money you have paid us. When your confirmation is received, the details must be checked carefully. If anything is not correct you should tell us immediately.

2.2 Before arrival a list of the names of guests staying in the property must be supplied to The Cattle Shed Ltd. Guests must also provide the names of any outside service providers or guests visiting the property during their stay. The number of persons occupying the property must not exceed the maximum number stipulated in our property description. We reserve the right to refuse entry to the entire party if this condition is not observed. This must be adhered to and any requests for additional persons must be arranged and agreed to by the Company prior to arrival. There will be an extra charge per person for numbers above the normal sleeping capacity. This will be agreed at the time of reservation. Failure to do this may result in your reservation being cancelled. Parties must not exceed the numbers specified above unless by arrangement and the Company reserves the right to ask customers to vacate if this is abused. Please make sure that the accommodation you book meets your requirements.

2.3 The party members' right to occupy the Property may be forfeited without compensation if:-

2.3.1 More people attempt to take up occupation than declared to the Company at the time of booking or before the commencement of the holiday.

2.3.2 Overnight guests are entertained without the Company's express permission.

2.3.3 Any activity is undertaken which is illegal, or may cause unreasonable damage, noise, behaviour or disturbance.

2.3.4 Party members do not adhere to the no smoking policy in the property.

2.4 Group bookings of single sex parties are strictly not allowed unless by agreement with the Company.

2.5 A deposit of 25 % of the booking price ("Deposit") is payable immediately, at this point your booking becomes binding.

2.6 No bookings are valid until confirmed in writing and the deposit has been received. The Company reserves the right to accept or refuse bookings.

2.7 The booking conditions will apply to all confirmed bookings.

3.0 Cancellation Policy

3.1 Once a booking is confirmed, the person booking the property is responsible for the full balance of the cost of the holiday. The balance of the booking cost must be received by the Company no later than 12 weeks before your arrival date, together with an additional Refundable Damage Deposit (the amount is variable dependent on the size of group. We reserve the right to cancel the booking if full payment has not been received by 12 weeks prior to your arrival. If you book less than 12 weeks before the arrival date, payment of the total cost, including the Refundable Damage Deposit is due straightaway. Payment can be taken by cheque, bank transfer, debit or credit card (2% booking charge for credit card bookings).

3.2 Once your booking is confirmed you have entered a legal contract. If you subsequently decide to cancel, you must notify us as soon as possible in writing (including by email). Any monies paid to the Company are non-refundable under any circumstances (including medical and weather related). The Company will endeavour to re-let the property once formal cancellation has been received. If we are successful, we may at our discretion allow you to transfer to alternative dates which will incur a £25 (inc vat) administration fee. Please note that the closer your cancellation is to the start of your booking, the less likely we are to recover the cost of your booking by re-selling your accommodation.

3.4 We recommend you to take out cancellation insurance that covers pre booked UK self-catering holidays due to adverse weather, ill-health, bereavement etc. as the above refund terms are non-negotiable. Your booking may not be normally moved from one date to another once made except at the discretion of the Company. If you wish to change the booking date you will have to cancel the original booking and the normal cancellation policy will prevail regardless of any subsequent booking made.

3.5 A Party Leader requiring a booking to be altered once the booking has been confirmed will be charged £25.00 (inc vat) administration fee.

3.6 In the event of the accommodation becoming unavailable, we have the right to cancel your booking in advance and you will be refunded the full amount of monies already paid to us. We would only cancel your booking if your accommodation was unavailable for reasons beyond our control (such as fire or flooding). Our liability would not extend beyond this refund.

4.0 Refundable Damage Deposit

4.1 A Refundable Damage Deposit (the amount is variable dependent on the size of group and not applicable to corporate bookings) is returned during the week after your stay. We will contact you shortly after your stay by email regarding the return of your damage deposit. It is your responsibility to keep the Property and all furniture, fixtures, fittings and effects in or on the Property in the same state of repair as at the commencement of the stay, and shall leave the Property in the same state of cleanliness and general order in which it was found. Although we do not expect the property to be fully cleaned, we ask you to put any furniture back as you found it, empty the dish washer and dispose of your rubbish and recycling in the bins provided. We reserve the right to make a charge if the Property is left in an excessively dirty condition. You are responsible to the Company for the actual costs of any breakage or damage in or to the accommodation, along with any additional costs that may result, which are caused by you or your party. These costs may be deducted from your Refundable Damage Deposit, but are not limited to that amount. You may be billed for the difference between this and the actual cost of the repairs. No repairs of any kind to the property or contents must be attempted by you or your party. You must report any damage immediately to the Company. Please let us know about any problem with any appliance or fixture or fitting as soon as possible and we will ensure that, within a reasonable time, this is repaired or alternative arrangements are made.

5.0 Data and Privacy

5.1 In making a booking we will ask for personal information such as your name, postal address, email address, telephone number and payment details. We may use the data to inform you about news and information we think may be of interest to you. We will not pass your information on to any third parties for the purposes of administration. Contractors will not be allowed to use your personal

information for any purpose other than that which The Cattle Shed may have instructed. By booking with us you are deemed to have consented to the use of personal information for these purposes. If you decide that you would prefer that your information is not used in this way or that you do not wish to receive such information, please contact us in writing or by email to stay@the-cattle-shed.co.uk

5.2 The Cattle Shed Ltd is committed to protecting your privacy. We will only use the information that we collect about you lawfully, in accordance with the Data Protection Act 1998.

6.0 Liability

6.1. The Company shall have no liability to you for the death or personal injury to you or any member of your party. Party members are asked to take care at all times while on the Property. Parents in particular are asked to ensure that children are safe, accompanied by a responsible adult and not left unattended. The Property is constantly upgraded and maintained and we reserve the right to make any improvements and changes as we see fit without informing future guests.

6.2 We do not accept responsibility or liability for injury or damage to and loss of guest's property, cars and contents and you agree to indemnify and hold us harmless from and against all actions, claims, costs and proceedings (including reasonable legal fees incurred in defending the same) arising from your acts or omissions (and those in your party) while on our property. In the event of guest misbehaviour or other necessary cause, we reserve the right to terminate the let without any refund of letting monies.

6.3 Force Majeure: The Company cannot accept responsibility or liability for any alterations, delay or cancellation or any other loss or damage caused by war, civil strife, terrorist action, industrial disputes, fire, sickness, bad weather, epidemics, acts of any government or public authority, or any other event outside our control.

6.4 Wildlife: The Property is in a beautiful rural area. Please therefore expect to meet some wildlife, including the odd spider, mouse, bird, fly, bee, wasp or other creature, which may make their way into a property unbeknownst. Spiders in particular are not considered to be a pest and consume up to 2000 other insects per year. If this is likely to be a problem, it would be best not to book. (If any of these creatures are encountered, do not panic, but contact us if the creatures become a serious menace. We reserve the right to take no action if the wild life is not a serious threat to health

7.0 Advertising

7.1. We have compiled the information on our website ("the Website") and any authorised third-party websites or advertisements as accurately as possible at the time of going to press. However, facilities may be altered or withdrawn (we are always seeking to improve services and facilities) for reasons outside the Company's control, in which case we cannot accept responsibility. We make every effort to ensure that the property details are accurately reproduced. Mistakes may occur from time to time, and confirmation should be requested prior to booking. The Party Leader accepts that minor differences between text/photograph/illustrations on the Website and the actual property may arise. We cannot accept responsibility should the property not conform to your standards. If a facility is particularly important to you, please check with us prior to your booking. Occasionally, unforeseen problems mean that some facilities or services (such as Wi-Fi) become unavailable, and if this is the case we will tell you as soon as reasonably practical after we become aware of the situation. Similarly, we cannot accept responsibility for any changes or closures to local area amenities or attractions mentioned on the website or advertised elsewhere. There are many unauthorised websites listing holiday cottages. We cannot accept responsibility for the descriptions on these sites.

8.0 Duration and Times of Rental

8.1 Your accommodation will be available to you after 3 pm on the start date of your stay and you must leave by 10 am on the last day (on occasions this may differ on midweek corporate bookings or at peak times. Your right to occupy the property is limited to a right of occupation for holiday purposes and such right shall terminate at 10.00 am on the scheduled date of the completion of the holiday. The period before and after your stay is probably booked by other guests, so please respect our check in and departure times so we have enough time to prepare for the next group (the result of your late departure could incur charges as a result of housekeeping staff being prevented from accessing the

property at the agreed departure time). You must allow us access to the property at any reasonable time during your stay.

9.0 No Smoking Policy

9.1 There is no smoking in the Property. The Company reserves the right to make a charge where guests have contravened this request. The charge will include the cost of damage and additional costs of cleaning (such as curtains etc.). Consequential costs may be incurred where it is not possible to remove the smell of smoke prior to the arrival of the next guest who subsequently demands compensation from ourselves.

10 Noise Policy

10.1 We have a zero-tolerance policy on late-night noise. All outside music is prohibited after 10.00pm in consideration of the neighbours. Use of fireworks are not permitted under any circumstances. Late night noise has to be confined within the building so as not to disturb nearby residents. Due to the peaceful location, we do not allow live bands, other live acts, PA systems, discos, marquees or gazebos. You are welcome to use the outdoor space (i.e. BBQ) but please ensure you are back inside the building by 10.00pm. Please also be aware that when the windows are open in the warmer months, late night noise can travel. During your stay please do not exceed the maximum number of guests agreed at the time of booking and if you do have any special requests, do check with us beforehand. By confirming this booking, you are agreeing to our terms and conditions on behalf of all your guests.

11.0 Pet Policy

Pets are not allowed at The Cattle Shed

12.0 Lost Property

12.1 Please contact us as soon as possible if you think you have left any personal items in a property after your departure. Should you wish your items to be returned, we will happily do so but the postage must be paid in advance by you. We will advise you of our returns procedure at this point. In the event of us finding any property, we will hold lost property for 1 month then dispose of the item.

13.0 Complaints

13.1. Every effort has been made to ensure that you have an enjoyable and memorable holiday however, if you have any problem or cause for complaint it is essential that you contact us immediately to give us the chance to resolve it. It is important that this is done whilst you are still at the Property so that an on-the-spot investigation can be made if necessary and remedial action taken if required. In no circumstances will compensation be considered for complaints raised after the holiday has ended.

14.0 Changes to Terms

14.1. The Cattle Shed may revise these Terms from time to time.

14.2 If The Cattle Shed revises these Terms, we will give you written notice of any changes and you can choose to cancel the booking agreement

15.0 Breach of Contract

15.1 If there is a breach of any of these clauses by the Party Leader or any of their party, the Company reserves the right to re-enter the property and end the holiday and ask the Party Leader and their party to leave.

15.2 If there is a breach of any of these conditions by the Company, then the Party Leader has the right to end the Holiday and leave.

15.3 Ending the Holiday by the Company or Party Leader does not affect that party's other rights and remedies.

16.0 General

16.1 The Cattle Shed may as part of a booking introduce party members to the goods and/or services of third parties. The Company shall not be treated as an agent for any such third parties, and any contract for the supply of such goods and/or services shall be between the provider and the party member.

16.2 All electronic data transferred pursuant to these terms and conditions remains the property of the Company or their agents and may not be replicated in part or whole without the Company's prior written permission. Electronic data will not be preserved indefinitely by the Company.

16.3 The Cattle Shed may transfer their rights and obligations under these Terms to another organisation, and will notify you in writing if this happens but this will not affect your rights or The Cattle Shed's obligations under these terms

16.4 Each of the paragraphs of these terms operate separately. If any court or relevant authority decides that any of them are unlawful, the remaining paragraphs will remain in force.

16.5 If the Company fails to insist that you perform any of your obligations under these terms, or it does not enforce its rights against you, or delays in doing so, it will not mean that the Company has waived its rights against you and will not mean that you do not have to comply with those obligations.

17.0 Validity Clause

17.1 If any term or provision in these booking terms and conditions is found by any court, tribunal or administrative body or competent jurisdiction to be wholly or partly illegal, invalid, void, voidable, unenforceable or unreasonable it shall to the extent of such illegality, invalidity, voidness or unreasonableness be deemed to be severable and the remaining provisions of the booking conditions and the remainder of such provision shall continue in full force and effect.

18.0 Jurisdiction and Governing Law

18.1 These terms are governed by English Law. You agree to submit to non-exclusive jurisdiction of the English Courts. However, if you are a resident of Northern Ireland, you may also bring proceedings in Northern Ireland and if you are a resident in Scotland you may also bring proceedings in Scotland.

Please note that these booking conditions supersede all previous issues.

27th July 2017

The Cattle Shed Limited T/A The Cattle Shed, Stoke Farm Grindleford, Hope Valley, S32 2HW
Tel: 07968 040593 Email: stay@the-cattle-shed.co.uk
Company Reg No. 09641001

The Cattle Shed

Grindleford

INTERNET USAGE AND WI-FI TERMS AND CONDITIONS

Please read through our terms and conditions regarding internet usage when staying at The Cattle Shed:

1.0 Extent of the Service

1.1 We do not recommend in particular the use of any websites (or other internet related services) ("Internet Services") and your use of Internet Services is carried out entirely at your own risk.

1.2 We have no responsibility for, or control over, the Internet Services you access and do not guarantee that any services are error or virus free.

1.3 We have no responsibility for, or control over, the information you transmit or receive via the Service.

1.4 Save for the purposes of network diagnostics we do not examine the use to which you put the Service or the nature of the information you send or receive

1.5 We do not guarantee:

1.5.1 The availability of the Service

1.5.2 The speed at which information may be transmitted or received via the Service

1.5.3 That the Service will be compatible with your equipment or any software which you use.

1.6 Whilst we take reasonable steps to ensure the security of the Service and to prevent unlawful access to information transmitted or received using the Service, we do not guarantee the security of the information which you may transmit or receive using the Service or located on any equipment utilising the Service and you accept that it is your responsibility to protect your information and have adequate security (in terms of equipment and procedures) to ensure the security, integrity and confidentiality of your information and data.

1.7 We reserve the right at all times to withdraw the Service, change the specifications or manner of use of the Service, to change access codes, usernames, passwords or other security information necessary to access the service.

2.0 Your Use of the Service

2.1 You must not use the Service to access Internet Services, or send or receive e-mails, which:

2.1.1 are defamatory, threatening, intimidatory or which could be classed as harassment;

2.1.2 contain obscene, profane or abusive language or material;

2.1.3 contain pornographic material (that is text, pictures, films, video clips of a sexually explicit or arousing nature);

2.1.4 contain offensive or derogatory images regarding sex, race, religion, colour, origin, age, physical or mental disability, medical condition or sexual orientation;

2.1.5 contain material which infringe third party's rights (including intellectual property rights);

2.1.6 in our reasonable opinion may adversely affect the manner in which we carry out our business;

or

2.1.7 are otherwise unlawful or inappropriate;

2.2 Music, video, pictures, text and other content on the internet are copyright works and you should not download, alter, e-mail or otherwise use such content unless certain that the owner of such works has authorised its use by you.

2.3 We may terminate or temporarily suspend the Service if we reasonably believe that you are in breach of any provisions of this agreement.

2.4 We recommend that you do not use the service to transmit or receive any confidential information or data and should you choose to do so you do so at your own risk.

2.5 The Service is intended for consumer use only. In the event that you use the Service for commercial purposes we would specifically refer you to clause 5.2 below.

3.0 Criminal Activity

3.1 You must not use the Service to engage in any activity which constitutes or is capable of constituting a criminal offence, either in the United Kingdom or in any state throughout the world.

3.2 You agree and acknowledge that we may be required to provide assistance and information to law enforcement, governmental agencies and other authorities.

3.3 You agree and acknowledge that we may keep a log of the Internet Protocol ("IP") addresses of any devices which access the Service, the times when they have accessed the Service and the activity associated with that IP address.

3.4 You further agree we are entitled to co-operate with law enforcement authorities and rights-holders in the investigation of any suspected or alleged illegal activity by you which may include, but is not limited to, disclosure of such information as we have (whether pursuant to clause 3.3 or otherwise), and are entitled to provide by law, to law enforcement authorities or rights-holders.

4.0 Our Use of your Information

4.1 Subject to clauses 3.3 and 3.4 above we confirm that we shall use the contact details you provide to us solely for the purposes of contacting you with marketing information, updates, promotions and special offers relating to our business;

5.0 Other Terms

5.1 You agree to compensate us fully for any claims or legal action made or threatened against us by someone else because you have used the service in breach of these terms and conditions.

5.2 We have no responsibility (to the extent permitted by law) to compensate you (whether or not we are negligent) for any direct financial loss, loss of profit, revenue, time, anticipated savings or profit or revenue, opportunity, data, use, business, wasted expenditure, business interruption, loss arising from disclosure of confidential information, loss arising from or in connection with use of the service or inability to use or access the service or a failure, suspension or withdrawal of all or part of the service at any time or damage to physical property or for any other similar direct loss that may arise in relation to this agreement whether or not we were advised in advance of the possibility of such loss or damage.

5.3 We agree that this agreement does not allow either party to act as, or hold themselves out as, acting as an agent of the other party and that the terms of this agreement are not enforceable by a third party under the Contracts (Rights of Third Parties) Act 1999.

5.4 This agreement is governed by the law of England and Wales and is subject to the non-exclusive jurisdiction of the English courts.

You confirm that you accept these terms and conditions as the basis of use of the wireless internet access provided at the property when you book your stay.

The Cattle Shed Limited T/A The Cattle Shed

Tel: 07968 040593

Email: stay@the-cattle-shed.co.uk

Company Reg No. 09641001