



ArtActiv Ltd
33 – 35 Bury Street
Stowmarket
Suffolk IP14 1HA
Tel: 01379 783208/01379 783956
E: info@artactiv.co.uk
www.suffolkcabins.co.uk

Terms and Conditions of Hire

Please read this document carefully before you sign the form to acknowledge that you are entering into a contract with us. The terms and conditions must be signed by a person over 25 years of age who is competent to agree to abide by this contract on behalf of the school, group or organisation that they represent.

1. A Contract shall come into existence only if and when a booking confirmation is issued. The Contract shall be deemed to have been made at our offices at Activities Unlimited and be subject to English Law and the exclusive jurisdiction of the English Courts. These conditions of hire form the basis of our contract with you.
2. Prices apply to those advertised at your time of booking included in the prices are electricity (reasonable use), telephone (reasonable use) and broadband access.
3. The accommodation shall only be used by the group described at the time of booking, unless changes are agreed in writing with us prior to arrival.
4. The total number in your party shall not exceed the capacity of the Lodge as advertised.
5. All groups will have sole use of the premises.
6. We also reserve the right to refuse to hand over accommodation to any person(s) who, in our opinion, is not suitable to take charge of it. In such cases, all hire charges paid will be refunded in full and the Contract shall be cancelled. The management of the Lodge does not undertake to provide carers or support workers, this is the responsibility of the group organiser, as are the specific risk assessments applicable (if necessary) for that group.
7. Music: The cabins are located in a quiet rural location, sound carries and music played outdoors is the most likely source of annoyance, for this reason we ask that it is restricted to inside the building after 9 pm. If there are special circumstances where music is thought essential, then please let us know so we can make sure our neighbours know in advance. We do want clients to enjoy themselves, but this must be balanced against the rights of our neighbours to enjoy their peace and tranquillity, Complaints from neighbours may attract forfeiture of the damage deposit (see paragraph 4.2).
8. The agreement to hire the Lodge does not include maid service and it is let on the basis that residents leave the accommodation in a clean and tidy state when vacated and any breakages or damage must be reported and paid for (if necessary) following departure. We reserve the right to charge for any abnormal cleaning which may be necessary. All accommodation is non-smoking; an additional cleaning charge of £150 will be made to those who fail to observe this simple rule.
9. We reserve the right to enter the accommodation if special circumstances or emergencies arise (without prior notice if it is not practicable or possible to give notice).
10. Supervision: It is the responsibility of visitors to supervise children and vulnerable adults when they are resident at the Lodge.



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11. Cultivated Plants: We grow a number of herbs which are available for guests to use these include, sage, thyme, rosemary, fennel and bay.

12. Wild plants: Surrounding the building are many varieties of wild plants, a few have fruit, which are edible (e.g. wild cherry) whilst others are not and a few may be poisonous. Unless you are confident in your ability to recognise varieties you are advised not to eat any of them.

13. Water courses: The River Thorn is located at the end of the driveway, parallel with the road, rainstorms do turn this into a deep, narrow and fast flowing stream.

14. Payments

14.1. Deposit

A deposit of 20% is requested at the time of booking, with final payment 30 days before occupancy. A refundable deposit of £150 against damages is payable at the time of arrival – usually this will be secured against a credit/debit card:.

Damage Deposit by cheque or card.

Name on card:

Card number:

Expiry date:

CVC:

14.2 Cancellations

We understand that plans can change and that cancellations happen and we will refund 50% your deposit if the cancellation is made more than 60 days in advance. For cancellations of less than 60 days we will not refund the deposit and if the final payment has been made we cannot offer a refund as it is unlikely that the premises can be re-let at short notice. (Revised 11th May 2017)

15. "Force Majeure"

We regret we cannot accept responsibility or pay any compensation where the performance or prompt performance of our contract with you is prevented or affected by reason of circumstances which amount to force majeure.

Circumstances amounting to force majeure include any event which we could not, even with all due care, foresee or avoid. Such circumstances include the destruction or damage of the Lodge (which cannot reasonably be remedied to a satisfactory standard before the start of your holiday) through fire, flood, explosion, storm or other weather damage, break-in, criminal damage or any similar event.

Such circumstances also include riots or civil strife, industrial action, natural or nuclear disaster, fire, adverse weather conditions, war or threat of war, actual or threatened terrorist activity and all similar situations beyond our control. Where any cancellation or change results from force majeure, our liabilities are limited to offering you a full refund. We regret



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we cannot pay any compensation or meet any expenses or costs you may incur as a result of any such cancellation or change.

16. Occupancy shall be from 3pm on the day of arrival to 11am on the day of departure, times are flexible and subject to extension by agreement.

17. Vehicles and their accessories and contents are left entirely at your risk. We will not be responsible for any loss or damage from or to any vehicle from any cause whatsoever other than in the case of negligence of our employees or agents.

18. We cannot accept liability for any damage, expenses, injury, death or loss of any nature whatsoever suffered by any person(s) from any cause other than in the case of the negligence of our employees or agents.

19. Shortcomings - Although we strive to ensure there are none, nevertheless should there be any, please notify us of any shortcomings with the accommodation immediately so that corrective action can be taken. We cannot accept liability in relation to any shortcomings or claim of whatever nature if you fail to notify us of any complaint or claim during your stay and write to us within 28 days.

I agree to the above Terms and Conditions of Hire

Signed

Dated

Version 5 revised 11/05/17

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