

## Terms and Conditions of Hire

### Wharf Cottage and Chalets

#### 1. General

This is a legally binding contract between the Lyneal Trust and the Hirer. Lyneal Trust is also referred to as "Trust", "we" and "us".

The Hirer is the person who signs the booking form. This person must be over 21 years of age, accepts and adheres to these terms and conditions and is responsible for ensuring all members of the hire group accept and adhere to these terms and conditions. The hirer is also referred to as "you".

#### 2. Bookings and Payment

The appropriate booking form must be returned and a deposit of 20% for all weekly and short break bookings must be paid within 10 days of the provisional booking being acknowledged. A provisional booking is only accepted as a confirmed booking once the booking form has been duly completed, signed and returned to us and payment of the deposit. Until the booking is confirmed, it can be cancelled at any time without prior notice. The contract exists between the Hirer and the Trust once the booking is confirmed.

The balance of the hire charge is payable not less than 4 weeks prior to the start of the holiday. Failure to pay the deposit or balance in full by the due dates will constitute a cancellation of the booking by the Hirer. Please be sure to note the due dates of these payments as reminders are not routinely issued.

Bookings made less than 4 weeks prior to the start of the hire period must be paid in full at the time of booking.

#### 3. Hire period

The minimum hire period is 2 nights and the maximum hire period is 14 nights. The cottage and chalets will be available from 3pm on the day commencing the hire period and be vacated by 9.30am at the end of the hire period.

#### 4. Holiday party and accommodation

The cottage and the 2 chalets with sleeping accommodation can accommodate up to 8 people. You will also have access to a washing machine and tumble dryer. Please note there is a utility chalet which will be used by Trust representatives in connection with the day trip and holiday boats.

When booking the following details of the hire group must be advised:

- The name of the leader of the hire group
- The names of people in the hire group.
- The number of people with disabilities.
- The number of wheelchair users.
- The number of assistance animals or pets (maximum 2 pets).

**Please be aware that although the cottage and chalets have a number of adaptations, they are not adapted to cater for every disability and medical condition. If any member of the Hirer's party has a disability or medical**

**condition this should be explained on the booking form and the Hirer should bring it to the attention of the booking coordinator.**

It is essential that hire groups contain sufficient numbers of able people to ensure safety at all times. The Trust requires all hire groups to observe the following responsibilities:

- There must be one person who is in charge of the group.
- The person in charge must be familiar with the appropriate safety rules and ensure that members of the hire group follow them.
- There must be sufficient people who are not disabled in any way to care for those who are disabled.
- Whilst on the wharf side facilities, any children or vulnerable adults must be accompanied by at least one able bodied person.
- To allow access to the path to the wharf which runs parallel to the lane for other guests to access the boats.

The Trust reserves the right to cancel any booking where an inadequate proportion of carers to disabled persons occurs and/or where the responsibilities outline in Section 9 are not adhered to. In the event of such cancellation, the Trust reserves the right to retain the hire charge but no liability will be accepted for any expense or consequential damages or costs howsoever incurred by the hirer in consequence of the cancellation.

#### **5. Accidents and Liability**

The Hirer is responsible for the cottage and chalets during the period of hire and must report to us full details of any accident, injury, damage or loss as soon as possible after its occurrence. Under no circumstances should any member of the hirer group attempt to undertake any repairs whether personally or through any third party.

The Hirer is in charge of the cottage and chalets and hire group and in the event of any accident or damage, **the Hirer must comply with Accident Procedure outlined in the Cottage and Chalet's Handbook and follow any subsequent instructions received from the Trust or its representative.**

The Hirer should make every effort to keep the fixtures and fittings and all contents in the same state of repair and condition as at the start of the hire period. Any accidental damage or breakages should be reported to the Trust (or their representative) prior to departure. The Trust retains the right to make an additional charge for damage and breakages although it should be noted that minor breakages and reasonable wear and tear (in the opinion of the Trust) will not be charged for.

The Hirer will indemnify the Trust against all costs, damages, expenses, liability and claims howsoever arising from the negligence, neglect or default of the Hirer.

In the event that the Trust's insurance cover is invalidated or prejudiced by any failure on the part of the Hirer to comply with the provisions of this condition and Section 10, the Hirer shall indemnify the Trust in respect of all liability claims, loss, damage or expenses incurred.

The Trust reserves the right, at our sole discretion, to require reimbursement from the Hirer of any repair or other costs howsoever arising caused by the actions or inaction of the Hirer or any member of the hire group. The Hirer shall pay us any such repair or other costs within 14 days from the date of our account rendered, failing which we shall at our discretion, charge the Hirer interest on the outstanding debt at the commercial rate of NatWest plc +4%. Should we receive from insurers any reimbursement in respect of the damage for which the Hirer has reimbursed to us, we shall re-pay such proportion of the monies forthcoming from the insurers to the Hirer as in our entire discretion we consider reasonable. The Hirer shall be responsible for the uninsured excess of £250 in any event.

#### **6. Insurance**

The Trust insures the cottage and chalets and its equipment and inventory against public liability risks. The Trust's insurance does not cover personal accidents or loss of damage to personal effects. Hirers and members of the hire group are advised to take out their own personal insurance cover.

## **7. Hirer's Property**

Parking within the Wharf is restricted to unloading and loading and 2 vehicles (max) by the cottage (leaving room for day trip customers to go through the car park on the side nearest the road). All other vehicles should be moved to the Trust's car park.

Vehicles may be left in the Trust's car parks at the vehicle owner's risk. The Trust will be under no liability for any loss of or damage to vehicles or contents of the Hirer's or elsewhere or howsoever caused except by the Trust's negligence or that of those for whom the Trust is responsible. Hirers are particularly advised not to leave any valuable or portable items in the cottage, chalets and vehicles.

The Trust shall take such action as may be necessary to silence car alarms in the Trust's car parks and to recover the costs from the Hirer.

The Trust takes no responsibility for the personal possessions of the Hirer or members of the hire party.

The Trust may return Hirer's property left behind if claimed and following the receipt of payment for postage and packing (minimum charge £10). Property not claimed within two months from the end date of the holiday will be disposed of by the Trust.

## **8. Assistance animals and pets**

A maximum of 2 assistance animals and pets are allowed subject to the Trust's agreement. (Registered assistance animals will not be charged for.) All animals must be house trained, and the number and type of animal must not exceed what was agreed at the time of booking, otherwise a breach of contract will be deemed to have taken place.

Animals must not be left unaccompanied in the cottage and chalets at any time and must not be allowed on the beds or furniture. The Hirer shall be liable for all damage caused any guidance dog and/or pet belonging to the hire group. A charge will be made for any additional cleaning required. The Trust cannot be held responsible for any accident or injury to an animal during their stay.

All assistance animals and pets must be recorded on the booking form.

## **9. Wheelchairs**

Whilst access to all buildings is possible for wheelchair users, due to the age of the cottage, not all doors will accommodate a standard width wheelchair.

## **10. Your Responsibilities**

The Hirer and all other members of the hire group must behave at all times with due consideration for other users of the Trust's facilities and local residents.

Smoking and the lighting of candles are not permitted at any time inside the cottage and chalets. Deep fat frying is also not permitted.

Not to bring onto the site, without the Trust's prior written permission, any lighting equipment, television set, electrical appliances (other than personal appliances eg hairdryers), inflammable liquids or substances, gas cylinders, barbeques, car batteries, firearms, hoists or any other equipment which may cause danger or hazards. Any equipment brought onto the site by the hire group is used at their own risk.

Use of the BBQ within the grounds is at the Hirer's own risk.

Should you use the open fire, the fire guard must be in place at all times.

Please ensure that all electrical appliances are switched off when not in use and when you leave the Wharf.

You must ensure that the premises are secured when away from the Wharf and the gates are closed.

The cottage, chalets and gardens must be kept in a clean and tidy condition at all times. Rubbish must be stored in the bins provided.

We would like to think the Hirer and hire group would treat the cottage and chalets as they would their own home and at the end of the holiday leave them in a clean and tidy condition. The Trust retains the right to make an additional charge for cleaning should the cottage and chalets not be left in a similar condition to the way it was found at the start of the holiday.

Cutlery, crockery and cooking utensils will be provided but not bed linen, pillows, blankets, sleeping bags or towels.

#### **11. Marketing Material**

The specification of cottage and chalets, their accommodation, facilities and equipment in marketing material is intended as a general guide, but the Trust shall not be liable in the event of any differences and reserves the right to make modifications.

#### **12. Exemption**

The Trust shall not be liable for any matters arising from any cause beyond the Trust's reasonable control or not due to the Trust's negligence or willful default including (without limitation) death or personal injury of hirers loss or damage to property, non-fulfilment or interruption of the booking or delays, breakdowns, mechanical problems, defects, damage, storms, floods, droughts, ice, shortage of water or other weather conditions, or in respect of any consequential loss, damage, expense, injury, or claim. Hirers are recommended to take out personal holiday insurance cover.

#### **13. Complaints**

The Hirer shall check the cottage and chalets, its contents and equipment fully immediately after taking possession of the cottage and chalets. In the unlikely event of any alleged deficiencies or shortcomings the Hirer must notify the Trust immediately. Any shortcomings subsequently discovered shall immediately be notified to the Trust by telephone (01948 710708) in order to give the Trust the opportunity to take any necessary remedial action. The Trust shall not be liable in respect of any matter which is not so notified immediately and in any event shall not be liable in respect of any matter which is notified after the end of the hire period, as the cottage and chalets may then have been taken over by another hirer and may not be available for inspection.

#### **14. Cancellation**

Cancellation of the booking by the hirer should be made in writing and addressed to us and, if within 4 weeks of the start of the holiday, the 20% deposit will be forfeited.

We will attempt to re-let the cottage and chalets and if successful, the deposit will be refunded less an administrative charge of £25.

#### **15. Disputes**

Any dispute difference or question which may at any time arise out of the booking contract may be referred at the Trust's sole discretion to a single arbitrator to be agreed between the parties or failing agreement to be nominated upon application of either party by the President of the Birmingham Law Society. The decision of such arbitrator (acting as an expert and not as an arbitrator) including any direction as to payment of fees and costs in the arbitration shall be binding on both parties.

#### **16. Jurisdiction**

The contract between the Trust and the Hirer shall be deemed to have been made in England and shall be governed in all respects by English law. The Hirer shall submit to the jurisdiction of the English courts provided that the Company and the Trust at their option may bring any legal proceedings against the Hirer from courts in any other country.

#### **17. Waiver**

No indulgence, forbearance or delay by the Trust shall constitute any bar to its enforcement of its rights at any time and no waiver in respect of any breach shall operate as a waiver in respect of any other subsequent breach.

**18. Privacy**

The handling and collection of any personal customer data is processed in accordance with local law and is not sold to third parties.