

1 Definitions and interpretation

1.1 In this Agreement:

“We” “Us”, or “Our” means Erwain Escapes Limited, whose registered office is The Gables, Llangathen, Carmarthen, United Kingdom, SA32 8QD, incorporated on 07 March 2022 under company number 13959117.

“You” or “Your” means the person named in the booking confirmation.

“Guest” means any member of your party, including You.

“Day Guest” means any visitor you may have to the site, who is not part of the booking.

“Site” means Erwain Escapes Limited Meadows

“Accommodation” or “Cabin” means the Cabin provided by Erwain Escapes for your use during your holiday.

“Equipment” means any equipment or physical amenities that we provide onsite for your use during your stay.

“Arrival”, “Arrival Date” means between 4pm and 7pm on the first date of the booking;

“Departure”, “Departure Date” means 10am on the last day of your booking;

“Damage” means any breakage or destruction of any whole or part of the Accommodation, Equipment and Site.

1.2 In this Agreement:

1.2.1 a reference to this Agreement includes its schedules, appendices and annexes (if any);

1.2.2 a reference to a ‘party’ includes that party’s personal representatives, successors and permitted assigns;

1.2.3 a reference to a ‘person’ includes a natural person, corporate or unincorporated body (in each case whether or not having separate legal personality) and that person’s personal representatives, successors and permitted assigns;

1.2.4 a reference to a gender includes each other gender;

1.2.5 words in the singular include the plural and vice versa;

1.2.6 any words that follow 'include', 'includes', 'including', 'in particular' or any similar words and expressions shall be construed as illustrative only and shall not limit the sense of any word, phrase, term, definition or description preceding those words;

1.2.7 the table of contents, background section and any clause, schedule or other headings in this Agreement are included for convenience only and shall have no effect on the interpretation of this Agreement; and

1.2.8 a reference to legislation is a reference to that legislation as amended, extended, re-enacted or consolidated from time to time except to the extent that any such amendment, extension or re-enactment would increase or alter the liability of a party under this Agreement.

2 Booking

2.1 We reserve the right to accept or reject bookings entirely at our discretion and without statement of reason.

2.2 You agree that this agreement comes into effect when we accept your booking and provide you with confirmation by email.

2.3 Your confirmation email will include your arrival date and departure date. If you need to adjust these, you should contact us as soon as possible. We will endeavour to accommodate your needs but make no guarantee that we can do so.

2.4 You are responsible for every member of your party and their behaviour on site.

2.5 You will ensure all members of your party are over 18 years of age. No person under 18 years of age shall be permitted as Guest or Day Guest.

2.6 We will only discuss your booking with you and will be unable to discuss your booking with any other person unless you give us express written permission to do so.

2.7 Pets are not allowed on site.

3 Advertised Prices

3.1 We may list our accommodation on various websites. Each website or holiday agent may charge different fees which alter the cost of your holiday.

3.2 We are not responsible for any external pricing on third party websites and as such should you subsequently find your holiday listed cheaper elsewhere, we will not be able to refund the difference in price.

3.3 We have no control over third party websites and the prices they display. Prices displayed on any website are not binding.

3.4 Prices stated on the booking confirmation from us are binding.

3.5 We may periodically review our prices and we may amend them without notice. You will not be affected by price changes if you have paid a deposit, or in full at the time of the price change. Should we reduce our prices, you will not be entitled to a refund of the difference if you have paid your deposit, or in have paid in full.

4 Damage Deposit

4.1 At the point of booking, a damage waiver of £150 will become payable.

4.2 The Damage Waiver will be refunded in full to the card you used at the time of booking within 48 hours at the end of your stay provided there is no Damage attributable to you during your

stay. The refund is always subject to the card providers own processing times and make take longer.

5 Payment

- 5.1 For bookings made which are due to start less than 8 weeks from the booking date, the full rent plus any additional charges must be paid at the time of booking.
- 5.2 For bookings made which are due to start more than 8 weeks from the booking date, you must pay a 30% non-refundable deposit at the time of booking and ensure that full payment is made at least 2 weeks prior to your Arrival.
- 5.3 Should you not make payment in accordance with clause 4.1, we reserve the right to re-let the Accommodation.
- 5.4 We accept Credit and Debit Cards, as well as Bank Transfers. We do not accept cash or cheques.

6 Cancellation / Changes to Dates Booked

- 6.1 You are entering into a contract with us for us to provide you with Accommodation on a specific date, or between specific dates and as such you do not have a statutory right to cancel this contract. We do however recognise that circumstances can change, and we therefore provide you with the following rights:
 - 6.1.1 Cancellation or requests to change dates of the booking must be made by the person responsible for paying our charges.
 - 6.1.2 You must notify us by telephone, email or in writing as soon as possible and at least 24 hours before the Arrival Date.
 - 6.1.3 We will cancel your booking upon notification by one of the methods in clause 6.1.2 with immediate effect, subject to the following:
 - (a) If you cancel more than 8 weeks before the Arrival Date, we will refund you any monies paid, less your deposit.
 - (b) If you cancel with less than 8 weeks before your Arrival Date, we will endeavour to re-let the Accommodation. If we are able to re-let the Accommodation for the dates booked, we will refund you any monies paid to date less your deposit, except if we have to re-let the Accommodation at a lower value, in which case we will deduct the difference in charges from any refund due. If we are unable to re-let the Accommodation, the full amount stated at the time of booking will remain payable to Us.
 - 6.1.4 If you request a change in Arrival and Departure dates, we shall attempt to accommodate your request, but do not guarantee that we can make changes to your booking and are under no obligation to make any changes, in which case clause 6.1.3 will apply.
 - 6.1.5 Subject to clause 6.1.4, should we agree to change your Arrival or Departure dates, you agree that:

- (a) Because our prices change seasonally, you agree to pay immediately, any increase in the price as a result of the change in dates.
 - (b) Because our prices change seasonally, you may book an Arrival and Departure date that is lower than the original prices agreed at the time of booking, and if so, you will not be entitled to a refund of the difference.
- 6.1.6 If you cancel your booking after the Arrival Date, we will not issue any refund for any remaining nights.
- 6.2 Any changes to your booking, or any cancellation of your booking may be for any reason, including reasons outside of your own control, such as:
 - 6.2.1 Inclement weather
 - 6.2.2 Illness
 - 6.2.3 Accident
 - 6.2.4 Force Majeure (See Clause 15)
- 6.3 In all circumstances an Administration fee of £50.00 shall become payable immediately upon any change to the original booking or subsequent change or cancellation thereafter.
- 6.4 It is your responsibility to ensure that you have adequate insurance cover which will reimburse you to an appropriate level during your stay.
- 7 Arrival and Departure**
 - 7.1 Check-in is between 4pm and 7pm on the Arrival Date. The earliest you can occupy the Accommodation shall be 4pm on the Arrival Date.
 - 7.2 On the Departure Date, you should vacate the accommodation by 10am to allow for cleaning to take place. If you require a late checkout, you should contact us before the Departure Date. We cannot guarantee that we will be able to accommodate you.
 - 7.3 If you miss the check-in times on the Arrival Date but arrive before 10pm, we shall endeavour to meet you and show you to the Accommodation provided you give us notice in advance of your expected arrival time.
 - 7.4 If you miss the check-in times on the Arrival Date and you arrive after 10pm on the Arrival Date, we will leave your keys in a security box and notify you of its location and the unlock code. You acknowledge that the Cabin is in an area which is unlit, and that the meadow is uneven, and you should provide your own means of ensuring your safety, such as a high power torch to ensure you do not injure yourself in the meadow. Clause 10 shall apply in any event.
 - 7.5 In the very unusual circumstances that We need to delay your arrival time, we will notify you and shall accommodate your needs as best we can until the Accommodation is ready for you.
 - 7.6 Upon Departure you must ensure that you leave the Accommodation as you found it upon Arrival ensuring that all furniture and fittings, including any external seating or equipment, are put back to their original positions and that they are left in a clean and tidy manner. You

should ensure that all waste is recycled where possible and that all refuse and personal rubbish, i.e. tissues, face wipes, sanitary items are placed into a plastic bag and then into a rubbish bag before placing into the bin provided. All bins inside the Cabin should be emptied into the external bins.

7.7 You must report any breakages to us as soon as possible in order that we can replace the items as soon as possible.

7.8 We reserve the right to make a fair and reasonable charge where clauses 7.6 and 7.7 are not adhered to, except in circumstances of fair wear and tear.

8 Day Guests / Visitors to Site

8.1 Days Guests are permitted to visit you at the Site, but for your security, we ask that you inform us beforehand of any persons you intend to have visit, or if unannounced, as soon as possible after their presence becomes known to you.

8.2 All Day Guests must leave the Site by 10pm. Day Guests are not permitted to stay overnight.

8.3 No more than 6 Day Guests are allowed on the Site at any one time.

8.4 Day Guests must adhere to our Standards of Behaviour, and you shall be responsible for ensuring their compliance with Clause 9. Failure to do so may result in our asking your Day Guests to leave the Site, or, in some circumstances, we may ask You and Your Day Guests to permanently leave the Site. In such circumstances, no refund or partial refunds of monies paid will be made to You by Us. We do not have to give your Day Guests a reason as to why we may ask them to leave.

8.5 Day Guests may not pitch tents, or any temporary structure and You may not pitch tents or temporary accommodation on their behalf.

9 Standards of Behaviour on Site

9.1 We offer you Accommodation on a Site that is set within a natural environment. In booking your stay, you agree to be responsible for your own welfare, and for the welfare of any Guests or Day Guests on Site.

9.2 We are near to several working farms and livestock. You agree to keep noise to a minimum.

9.3 You must not use the Cabin, or any Equipment provided for any dangerous, offensive, illegal or unlawful activities.

9.4 You should not cause annoyance to any neighbouring properties or livestock.

9.5 Smoking is prohibited within the Cabin. This shall include any form of cigarette, cigar, pipe, vaping etc. Designated areas are provided for your convenience and safety.

9.5.1 Should damage to the Cabin, including smells, be caused by Smoking, we may make an extra charge to cover the costs of cleaning and deodorising.

9.5.2 You should not bring any form of Firearm onto the Site. There are no shooting opportunities.

- 9.5.3 The Barbeque provided is to be used solely for the purpose of barbecuing and for no other purpose, such as burning rubbish. You must not use your own Barbeque or Gas Burner inside or outside of the Accommodation.
- 9.5.4 You may not light any fires on Site without our express permission except in designated areas such as the firepit, which are provided for your safety. The firepit is subject to rules governing its use. You should only use firewood and approved firelighters / kindling. You should not use petrol or any other accelerant. You are at all times responsible for any damage caused by the use of non-approved accelerants.
- 9.5.5 You may not set off naked flames, for example in Chinese Lanterns or fireworks at any time.
- 9.5.6 You may not fly drones near to, or over neighbouring fields and meadows.

10 **Limited Liability**

- 10.1 Except in the case of death or personal injury caused by the negligence of Erwain Escapes Limited, our liability under, or in connection with this Agreement, whether arising in contract, tort, negligence, breach of statutory duty or otherwise howsoever shall not exceed the cost of the booking paid to Us under the Agreement.

11 **Dispute resolution**

- 11.1 If any dispute arises between the parties out of or in connection with this Agreement, the matter shall be referred to senior representatives of each party who shall use their reasonable endeavours to resolve it.
- 11.2 If the dispute is not resolved within 14 days of the referral being made under clause 11.1, the parties may resolve the matter through mediation in accordance with the London Court of International Arbitration Mediation Rules.
- 11.3 Either party may issue formal legal proceedings or commence arbitration at any time whether or not the steps referred to in clauses 11.1 and 11.2 have been completed.

12 **Entire agreement**

- 12.1 The parties agree that this Agreement and any documents entered into pursuant to it constitutes the entire agreement between them and supersedes all previous agreements, understandings and arrangements between them, whether in writing or oral in respect of its subject matter.
- 12.2 Each party acknowledges that it has not entered into this Agreement, or any documents entered into pursuant to it in reliance on, and shall have no remedies in respect of, any representation or warranty that is not expressly set out in this Agreement or any documents entered into pursuant to it. No party shall have any claim for innocent or negligent misrepresentation on the basis of any statement in this Agreement.

13 **Notices**

- 13.1 Notices under this Agreement shall be in writing and sent to a party's registered office as set out on the first page of this Agreement (or email address set out below). Notices may be given, and shall be deemed received:

- 13.1.1 by first-class post: two Business Days after posting;
- 13.1.2 by airmail: seven Business Days after posting;
- 13.1.3 by hand: on delivery;
- 13.1.4 by email to angela@erwainescapes.co.uk in the case of Erwain Escapes and to the email address used at the time of booking in the case of you: on receipt of a delivery return email provided it is done so in combination with a Notice issued under clause 13.1.1, 13.1.2 or 13.1.3 above.

13.2 This clause does not apply to notices given in legal proceedings or arbitration.

13.3 A notice given under this Agreement is not validly served if sent by email alone.

14 **Announcements**

No announcement or other public disclosure concerning this Agreement or any of the matters contained in it shall be made by, or on behalf of, a party without the prior written consent of the other party (such consent not to be unreasonably withheld or delayed), except as required by law, any court, any governmental, regulatory or supervisory authority (including any recognised investment exchange) or any other authority of competent jurisdiction.

15 **Force majeure**

15.1 Neither party shall have any liability under or be deemed to be in breach of this Agreement for any delays or failures in performance of this Agreement which result from any event beyond the reasonable control of that party including but not limited to fire, flood, earthquake, subsidence, severe weather or severe weather warning, natural disaster, industrial action, terrorist attack, war, civil disobedience, riot, epidemics, pandemics, destruction or damage of property and enforced closures via any Government department or any failure of public or private services.

15.2 Subject to Clause 6, should it be necessary under this clause to cancel your booking under clause 15.1, then we shall refund you in full.

15.3 Subject to Clause 6. Should it be necessary under this clause to cancel your holiday during your stay, we will refund you for each remaining full day on written proof from your Insurance company that they will not reimburse you for each part or whole day remaining.

15.4 Should anything within this clause 15 cause you to extend your stay, whether voluntarily or as a compulsory measure, including but not limited to a direction by any Government Department, you shall be liable for, and agree to pay the extra costs of staying at a nightly rate not more than the seasonal rate for the dates that you are required to stay. Prices may vary during your stay.

16 **Further assurance**

Each party shall at the request of the other, and at the cost of the requesting party, do all acts and execute all documents which are necessary to give full effect to this Agreement.

17 **Variation**

No variation of this Agreement shall be valid or effective unless it is in writing, refers to this Agreement and is duly signed or executed by, or on behalf of, each party.

18 **Assignment**

18.1 No party may assign, subcontract or encumber any right or obligation under this Agreement, in whole or in part, without the other's prior written consent.

18.2 Notwithstanding clause 18.1, a party may perform any of its obligations and exercise any of its rights granted under this Agreement through any Affiliate, provided that it gives the other party prior written notice including the identity of the relevant Affiliate. Each party acknowledges and agrees that any act or omission of its Affiliate in relation to that party's rights or obligations under this Agreement shall be deemed to be an act or omission of that party itself.

19 **Set off**

Each party shall pay all sums that it owes to the other party under this Agreement without any set-off, counterclaim, deduction or withholding of any kind, save as may be required by law.

20 **No partnership or agency**

Nothing in this Agreement constitutes, or shall be deemed to constitute, a partnership between the parties nor make any party the agent of another party.

21 **Severance**

If any provision of this Agreement (or part of any provision) is or becomes illegal, invalid or unenforceable, the legality, validity and enforceability of any other provision of this Agreement shall not be affected.

22 **Waiver**

No failure, delay or omission by either party in exercising any right, power or remedy provided by law or under this Agreement shall operate as a waiver of that right, power or remedy, nor shall it preclude or restrict any future exercise of that or any other right or remedy. No single or partial exercise of any right, power or remedy provided by law or under this Agreement shall prevent any future exercise of it or the exercise of any other right, power or remedy.

23 **Third party rights**

No one other than a party to this Agreement, their successors and permitted assignees shall have any right to enforce any of its provisions.

24 **Governing law**

This Agreement and any dispute or claim arising out of, or in connection with, it, its subject matter or formation (including non-contractual disputes or claims) shall be governed by, and construed in accordance with, the laws of England and Wales.

25 **Jurisdiction**

Subject to clause 2, the parties irrevocably agree that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim arising out of, or in connection with, this Agreement, its subject matter or formation (including non-contractual disputes or claims).