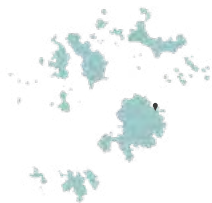


PELISTRY CAMPSITE

BOOKING TERMS & CONDITIONS





BOOKING TERMS & CONDITIONS

1. CONDITIONS

1.1 These terms and conditions are to govern any Contract between Pelistry Campsite and the Hirer and shall prevail over any terms put forward by the Hirer, unless Pelistry Campsite expressly agrees to them in writing. No conduct by Pelistry Campsite shall be deemed to constitute acceptance of any terms put forward by the Hirer. No statement made in brochures, catalogues, correspondence, or orally by Pelistry Campsite's representatives during negotiations are intended to have any Contractual effect;

2. BOOKING AND PAYMENT

2.1 The Hirer is responsible for full payment of the Hire Charge (including any cancellation charges) and where an organisation is named in the application, the officers or representatives of that organisation shall also be considered to be the Hirer and shall be jointly and severally liable with the Hirer for all payments due under the Contract;

2.2 The Hirer must book the campsite by completing and signing the booking form provided;

2.3 Once the completed booking is received by Pelistry Campsite, and if the site is available, the Hirer will be sent a confirmation of booking by email;

2.4 A non-refundable deposit of 20% of the full amount for the period of the stay will be invoiced and payment is to be made within thirty (30) days of the

date of the invoice;

2.5 Until a confirmation email is sent by Pelistry Campsite to the Hirer all bookings are regarded as provisional;

2.6 The confirmation email is acceptance of the booking and a legally binding Contract will then exist between Pelistry Campsite and the Hirer;

2.7 The Hirer must confirm Actual Party Numbers twenty (20) Working Days in advance of the commencement of the hire and the Hirer will be invoiced based on these numbers. If Actual Party Numbers are not confirmed the Original Party Number will be charged, whichever is the highest;

2.8 The Hirer will pay all sums due under this Contract within thirty (30) days of being invoiced for the final balance without any discount, deduction, set off or abatement;

3. CONDITIONS OF HIRE

3.1 The Hirer agrees to abide by the site's rules and regulations as set out in the campsite brochure and shall during the hire period be responsible for:

3.1.1 Taking all measures necessary to ensure that the permitted and stated number of persons using the site is not exceeded;

3.1.2 Ensuring the efficient supervision of the site and for the orderly use of the site including the observance of any "no smoking" policy (this includes vaping). Alcohol is not permitted at Pelistry Campsite;

3.1.3 Ensuring that all entrance ways giving egress from the site are left unobstructed and that no obstructions are allowed to remain in any area giving access to the site;

3.1.4 Ensuring that all proper safety measures are taken for the protection of the users of the site and any hired equipment, including adequate adult supervision of young people concerned;

3.1.5 Familiarising the Hirer's party with the fire alarm positions, the location of firefighting equipment and exit routes from the Campsite;

3.1.6 Ascertaining the location of the nearest emergency telephone;

3.1.7 The provision of a first aid kit for the Hirer's party;

3.1.8 Ensuring that at the end of the hire period the Campsite is vacated quickly and quietly and that the premises and equipment are left in a clean, tidy and secure state;

3.1.9 Ensuring that no damage is permitted or suffered to the Campsite and should any such damage occur, then to make good to the satisfaction of Pelistry Campsite and to pay for any damage howsoever caused by the Hirer or the members of the Hirer's party; and

4 LIABILITY AND INSURANCE

4.1 Except in so far as statutory provisions otherwise provided, Pelistry Campsite will not be responsible or liable in any way whatsoever to the Hirer

or members of the Hirer's party or to any person or persons whatsoever in respect of:

4.1.1 Any damage or loss of any property brought onto or left at the site by either the Hirer or by any other person;

4.1.2 The absence of negligence by Pelistry Campsite or its servants or agents, any loss or injury which may be incurred by or be done or happen to the Hirer or any of the Hirer's party;

4.1.3 Any loss due to any breakdown of any machinery, failure of electrical supply, fire, flood or government restriction, including pandemic or epidemic, which may cause the hire of the site to be interrupted or cancelled;

4.1.4 Any activities or activity days which are cancelled as a result of any circumstances beyond the control of Pelistry Campsite;

4.2 The Hirer shall ensure that it has in force a current public liability insurance policy to a minimum level of five million pounds (£5,000,000) which covers all members of the Hirer's party for the period of hire and evidence of such insurance may be requested by Pelistry Campsite prior to the commencement of any hire;

4.3 The Hirer is advised that personal accident insurance is not included and should contact their own insurance company in this regard;

5. CANCELLATIONS

AND TERMINATION OF BOOKING

5.1 If the Hirer cancels:

5.1.1 Cancellations must be made in writing, either by email or letter, and will only become effective on the date of receipt by Pelistry Campsite;

5.1.2 If the cancellation of a booking is notified to Pelistry Campsite less than three (3) months in advance of the commencement of the hire, then a charge will be made for the Minimum Site Charge. This also includes cancellation for illness and/or injury;

5.1.3 Pelistry Campsite reserves the right to terminate any booking by a Hirer and/or the Hirer's party due to failing to meet these conditions;

5.2 If Pelistry Campsite cancels:

Pelistry Campsite always endeavours to complete scheduled bookings but may have to cancel for unforeseeable or operational reasons;

5.2.1 If Pelistry Campsite does cancel, it will endeavour to give the Hirer at least five (5) Working Days' notice before the commencement of the hire;

5.2.2 If Pelistry Campsite cancels the booking due to circumstances in clause 5.2 above, the Hirer will have the choice of an alternative date or a full refund of any monies paid (including the 20% deposit);

5.3. Pelistry Campsite may cancel the booking at any

time with immediate effect by writing to the Hirer if:

5.3.1 the Hirer does not make any payment to us when it is due, and the Hirer still does not make payment within five (5) Working Days of us reminding the Hirer that payment is due;

5.3.2 the Hirer does not comply with the obligations under these Terms;

5.3.3 the Hirer fails to disclose medical information as part of the booking process;

5.4. If Pelistry Campsite ends the Contract in the circumstances set out in clause 5.5, Pelistry Campsite will refund any money the Hirer has paid in advance for the booking Pelistry Campsite has not provided, (for clarity this will exclude the non-refundable deposit), but Pelistry Campsite may deduct or charge the Hirer for our reasonable costs and expenses incurred as a result of the Hirer breaching these Terms, including the preparation of the site/s which were to be provided and/or any products or materials;

5.5 Events outside Pelistry Campsite's control:

If performance of Pelistry Campsite's obligations under this Contract is made impossible by circumstances beyond its control amounting to force majeure, Pelistry Campsite shall not be liable for breach of this Contract in respect of its failure to be able to comply with the terms thereof.

