

ERTH RETREAT

CONTRACT

Thank you for choosing to book with ERTH RETREAT T/A TILTON HOUSE LTD.

The Contract for your accommodation rental shall be made between you, the guest/hirer and us, ERTH RETREAT T/A Tilton House LTD. The contract shall be governed by UK Law. The contract will be entered into when the initial 30% Hire Deposit or full payment is received. By making a reservation you are deemed to have accepted our Terms and Conditions.

BOOKING

The guest making the booking agrees that they are authorised to make this booking on behalf of all persons who shall be renting the accommodation and agrees to take full responsibility for this and the payment of any rental fees and/or damages. The person making the booking must be over 18 years old and there must be a responsible adult accompanying and supervising any persons under 18 at all times while on site.

MARKETING

You are responsible for marketing your own event in order to get the numbers needed. If you find yourself struggling for numbers, we do offer a marketing support package for an additional fee.

ARRIVAL & DEPARTURE

The guest(s) must arrive and vacate by the times agreed with Erth Retreat T/A Tilton House Ltd prior to making the booking. Arrivals are usually from 3pm, however if available and with prior agreement we may be able to allow the guest(s) to access their accommodation earlier, this may incur an additional charge. Departure is by 3pm prompt, if available and with prior agreement we may be able to allow the guest(s) to vacate their accommodation later, this may incur an additional charge. If you or your Guests have not vacated the property by 3pm on the date of departure, without expressed permission from Erth Retreat T/A Tilton House Ltd, we reserve the right to charge you a late fee of £150 plus VAT per hour or part thereof after 3pm.

Before arrival, you will receive an email from the team giving you details of our arrival procedure, we ask that you inform Erth Retreat T/A Tilton House Ltd of your planned arrival time and keep us updated if your arrival time changes. If you are likely to arrive after 3pm you must make us aware of this so that arrangements can be made with our team for you to access your accommodation. On departure please leave your key in the door and leave your accommodation clean and tidy, we have the right to charge for the time involved in putting it right, if the property is found to be excessively dirty.

PARKING

Parking of vehicles must be in the car park designated to you near the entrance to Erth. If any of your group has mobility issues, please discuss this with us prior to your booking. Please notify us prior to your arrival date if you need closer access to the house. Your vehicles, their accessories and contents, are parked and left entirely at the risk of the owner and Erth Retreat T/A Tilton House Ltd will not be responsible for any loss or damage from or to or relating in any way to vehicles parked on our property.

Tilton House LTD, Erth Barton, Elmgate, Saltash Cornwall. PL12 4QY

e: info@erthretreat.com w: www.erthretreat.com

Registered Company Number 6610059

VAT Number 980 1407 31

ERTH RETREAT

ACCOMMODATION

We are able to advise Guests who require mobility assistance on the suitability of the Bedrooms we have available. Your hire charge includes bed linen, a towel per guest is included for each guest for use during your stay. Extra beds, linen or bath towels above the number advertised may be provided subject to the payment of additional Services Fees. Unused beds or properties will not be entitled to refunds, unless agreed in writing by EARTH RETREAT T/A TILTON HOUSE LTD. No outdoor shoes should be worn upstairs in the main house - please pay note to this, as you would be liable for cleaning charges in the event of this occurring,

The number of guests occupying the accommodations must not exceed the agreed limit, which, if not otherwise agreed is the number stated for the particular property on the website. We reserve the right to refuse entry to the entire party if this condition is not observed. Beds will be made up prior to your arrival and for bookings of more than one-week bed linen and towels will be changed at the end of each week. Electricity, gas and water on site are included within the rental charge.

Any electrical equipment that you bring to EARTH RETREAT must be PAT tested before it is brought to site.

ACCESS

Access on site is only given to the areas specific to your hiring, please respect all private signs at Erth Barton at all times.

TERMS AND CONDITIONS AND CANCELLATION POLICY

We request a 30% deposit when booking a retreat at Erth Retreat. Dates will only be held upon receipt of a deposit. If within two weeks of your initial enquiry/ visit you have not secured the date with a deposit, we will be obliged to offer the date to another facilitator. Upon receipt of your deposit we will release images for use in marketing your retreat, **you should not advertise your retreat without securing the venue in advance, with the deposit payment.**

The balance is payable no later than eight weeks before the retreat starts and you should not wait to hear from us before paying this. Unpaid or late balances may be treated as a cancellation from you. If we do not receive payment when due, we reserve the right to offer the dates to someone else, and withhold the full deposit paid. If you need to cancel a booking: Cancellations will be accepted up to eight weeks before the retreat takes place, but your 30% deposit will not be returned, unless we are able to sell the date on to another facilitator.

If so, your deposit will be returned, less an admin fee of £150 plus VAT.

Bookings taken within one month of a requested date, must pay the minimum balance requested immediately in order to secure the booking. Any additional payments, should be made by the last working day before your booking commences, unless other arrangements have been made.

Refunds will not be given if someone cancels within 7 days of the retreat, you should make sure your own T&Cs reflect this.

Any additional costs incurred during your time here must be paid within 14 days.

All payments should be made by BACS, quoting your surname and booking date as the reference.

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If you wish to pay by credit card this can be arranged by the relevant fees for Paypal or Stripe will be applied accordingly as an additional charge. If paying from overseas, you are liable for all bank fees related to your payments.

HEALTH & SAFETY

Use of the Venue and the Bedrooms by you and your Guests is at your own risk. It is your responsibility to make yourself aware of any hazards in and around the Venue, Bedrooms and Premises, such as water features, and to inform and warn your Guests that these constitute a danger. You must ensure that all proper precautions are taken by you and your Guests to avoid damage, injury or loss of life to any person or animal. You should make yourself aware of all risks and under a risk assessment for you and your guest when arriving.

DAMAGE

The guests shall take all reasonable and proper care of the accommodation, its furniture and effects, and leave it in the same state of repair and in the same clean and tidy condition at the end of the rental period as was found at the beginning. No candles are to be used in the accommodations. No furniture or bedding is to be moved from, or between, the accommodations. All crockery, cutlery, utensils and equipment in the kitchen must be used solely for their intended purpose. Erth Retreat requests that you do not take into the bell tents any portable heaters, lighting equipment, candles or any items that may cause danger to the tent, its equipment or its occupants.

You are responsible for any breakages or damage at the Premises, whether to the property, or theft of any items from the Premises by you or any Guests and you agree to indemnify us for any claims brought against us as a result.

We accept no responsibility for any loss, damage or theft of any personal belongings. If there have been any breakages, damage or theft to or from the Premises, the cost of repair or replacement will be taken from the Damages Deposit and we shall invoice you for the costs. If the costs exceed the Damages Deposits you will be invoiced for the excess and this will be payable on demand. If the costs are less than the Damages Deposits the difference will be refunded to you.

Only resident Guests who are entitled to stay in the Bedrooms can enter the Property at EARTH Retreat before, during or after your stay, unless they have expressed permission from EARTH Retreat. It is a matter of fire safety, only guests that have booked in advance and who are registered with EARTH Retreat can stay overnight.

The onsite 12th century church is a historic monument, and as such the murals inside must not be touched under any circumstances, damage to this will result in prosecution by Erth Retreat and damages thereafter sought.

We reserve the right on no less than 12 weeks prior written notice to you to increase the amount of the Damage Deposit we require you to pay – and that we will hold – under the terms of (and for the purposes of) this Agreement. We will endeavour to ensure that any increase will be reasonable, and (amongst other things) will reflect advice from our own insurers.

Your damages deposit should be made by BACS or given by cheque prior to the first day of your retreat totalling £500, no charges will be taken provided that no damages have occurred.

ERTH RETREAT

NOISE & NUISANACE POLICY

ERTH RETREAT T/A Tilton House LTD is a rural venue with close community links. We have a strict noise policy which must be adhered to, as we have few neighbours, as such noise must be kept to a minimum at all times. So music played in your hired property must be very low background music only to not leak out and disturb other guests. No music is permitted in the gardens or communal areas of the site (this includes music played indoors with windows and doors open and therefore audible outside the property), unless requested when booking.

ERTH RETREAT T/A Tilton House LTD is a retreat centre setting so noise must be kept at a low level around the site and in the communal areas. All areas must be kept free of noise above normal conversation from 11pm onwards. We politely ask that all visitors to EARTH RETREAT T/A Tilton House LTD do not cause a nuisance or annoyance to other guests or occupants of the nearby village properties, or to the family that live on site. We reserve the right to keep your Damage Deposit in full if our noise policy is not adhered to following a first warning, as our business could be at risk. You are responsible for your own and your Guests' behaviour. If we have any reason to believe that any behaviour is unacceptable, dangerous or unlawful we will be entitled to take whatever action we deem necessary. If there are problems that cannot be prevented or remedied, you acknowledge that we may, in our absolute discretion, ask everyone to leave the Premises. No refunds will be given in such circumstances and any outstanding money owed to EARTH RETREAT T/A Tilton House LTD will still be due.

YOUR RESPONSIBILITIES & LIABILITY

Take care to be responsible for your own safety at all times. Fire pits are all unsupervised, and are therefore used entirely at your own risk. Please do not burn any materials, other than the wood provided. Please ask a member of the EARTH RETREAT T/A Tilton House LTD if you have any questions about Health and Safety at EARTH RETREAT T/A Tilton House LTD. You must also take all necessary steps to safeguard your personal property and no liability to you is accepted in respect of damage to or loss of such property.

Our total liability to you for any loss you suffer will be limited to the total amount of money payable by you to us for your booking. We will not be liable for any losses or damage which were not reasonably foreseeable to both you and us when this Agreement was entered into. Loss or damage is foreseeable if either it is obvious that it will happen or if, at the time the contract was made, both we and you knew it might happen (for example, if you discussed it with us at the time of booking). In addition, we will not be liable for any losses that were not caused by any breach of contract or breach of statutory duty or negligence on our part. We do not exclude or limit in any way our liability to you where it would be unlawful to do so. As such, nothing in these terms excludes or limits in any way our liability for death or personal injury caused by our negligence, or for fraud or fraudulent misrepresentation, or for any other matter for which it would be illegal or unlawful for us to exclude or limit (or attempt to exclude or limit) our liability.

We require you to ensure that you are fully insured for your practice on retreat. We invite body-work facilitators to offer their clients a "health questionnaire" prior to their booking. It is the facilitators responsibility to ensure the clients safety and well-being during their stay on retreat at Erth Retreat

To send us a detailed schedule of the retreat, to include breaks and timings for food and extra needs i.e fire-pit, masseurs etc

To send us a list of dietary requirements for all attendees, if using our caterers.

To send us all attendees names and contact details and room allocation, this is in event that a facilitator is running late and Erth Retreat needs to greet your team.

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No more than 17 on site, unless otherwise agreed in advance
Printed directions of how to find us, should be supplied to all of your guests and facilitators in advance, please note there is no landline at Erth Retreat, and guests arriving in the dark will need to have a facilitators number to call in emergency.

We invite all facilitators to advise clients to take out travel insurance, which will cover them the event of being unable to attend once final balance has been made.

We do accept the transfer of a place to another person as long as all costs are covered by either facilitator or client.

Notifying all attendees of the presence of cat at Erth Retreat

SMOKING, ALCOHOL & DRUG POLICY

ERTH RETREAT T/A Tilton House LTD operates a no smoking policy within all accommodations. Please smoke outside and use the sand pots provided near all accommodations for ash and remnants. Never put smoldering cigarettes in general waste bins. Consumption of alcohol must be done legally and responsibly. Drugs must not be brought on site. Anyone found in possession of illegal substances will be asked to leave the site immediately.

VISITORS

Only those persons notified at the time of the booking are entitled to occupy the accommodation allocated. Additional visitors are not allowed unless you have permission in writing from EARTH RETREAT T/A Tilton House LTD - you should notify us in advance if bringing in practitioners on a daily basis.

ADVERTISED FACILITIES

Not all items, equipment, amenities and facilities advertised may be available at all times due to breakdown, malfunction, natural phenomena, pest, predation or other reasons. The management of EARTH RETREAT T/A Tilton House LTD will try to rectify any malfunctions as soon as possible but no refund of any or all the money paid by the guest will be made.

RECYCLING

Recycling is very important to us. All guests are required to use the waste bins provided.

LOST PROPERTY

If any personal property is left behind after your stay, and found, we will advise you as soon as possible. A minimum charge of £10 is made for the return of lost property after your departure. Items of lost property can only be held for a maximum of 1 month after which time they are donated to charity. We cannot be held responsible for items reported lost which cannot be found. Property is always the responsibility of the owner.

INTERNET

ERTH RETREAT

Your stay here is a great opportunity to unplug and enjoy the beauty of nature. We do have wifi over most of the site however please be aware we are rural and if lots of people are online, running speeds will slow down. Wifi is available free of charge to guests on the condition that it is not used to view or download from sites that have illegal content, or websites which are age-limited, if they are under age.

Any users of the service must indemnify EARTH RETREAT T/A Tilton House LTD against any potential liabilities, relating to use of internet sites that could result in legal or financial penalties. You are therefore responsible for ensuring that you and your party do not download or access via the internet at EARTH RETREAT T/A Tilton House LTD any illegal material on the internet.

PRIVACY

Protecting your privacy is important to us and we will make every effort to keep your personal information confidential. Your details will be kept on our database to enable us to keep you up to date with any future offers, information or mailings, unless otherwise advised. We do not store customer credit card details. We do not give any information to third parties or use information gathered in any way other than those described above. If required by law or legal process to disclose your personal information, we will do so only in accordance with the law.

COMPLAINTS

The information provided on the website is believed to be true and accurate at this time, and all reasonable efforts have been made to ensure that descriptions given to you are accurate. Minor differences may arise from the photographs which are intended for general guidance only, and do not form part of the agreement between us.

Every effort has been made by EARTH RETREAT T/A Tilton House LTD to ensure that you have an enjoyable and memorable stay with us. However, should you encounter any problems or there be any cause for complaint during your stay, please let us know straight away by contacting a member of the team on mobile number 07818 067 512 (Shaun) within office hours of (9am - 5pm) and we will do everything possible to resolve it.

FORCE MAJEURE

For the purposes of this Agreement, a Force Majeure Event means an event beyond our reasonable control including but not limited to strikes, lock-outs or other industrial disputes, government lockdowns or forced closures, failure of a utility service or transport network, act of God, sickness, pandemics, nuclear radiation, war, riot, civil commotion, malicious damage, compliance with any law or governmental order, rule, regulation or direction, accident, breakdown of plant or machinery, fire, flood, storm or other adverse weather conditions or default of third parties. We shall not be liable to you, or be in breach of this contract, as a result of any delay or failure to perform our obligations under the Booking as a result of a Force Majeure Event.

In the event of a Force Majeure Event, we may in our absolute discretion cancel your Event, in which case the Venue Hire Deposit, Services Deposit and any balances of the Venue Hire Fees or the Services Fees, which have been paid by you, shall be fully refunded, but not the 30% non-refundable booking fee.

If we are forced to bring your Hire to an end early due to a Force Majeure Event affecting us, you or our property we will refund you 50% of your remaining lodging costs based on the time of your Booking remaining, minus reasonable expenses incurred. This will be the full extent of our liability

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and no additional compensation, expenses or costs (such as travel or replacement lodging costs) will be payable.

WAIVER:-

Erth Retreat T/A Tilton House Ltd reserves the right to amend and update these terms at any time. You should familiarise yourself with these when booking, an updated set of terms will always be available on our website.

NOTICE OF ADDITIONAL CHARGES - all plus VAT:-

Overtime i.e. prior to 3pm or after 3pm	£150/hr
Cleaning - subject to any damage incurred	£50
Additional bedding or towels	POA
Date transfer	£150

HIRE PERIOD

Will run from 3pm on 1st day for either 48/ 72/ 96 hours ETC

PLEASE SIGN AND RETURN THIS PAGE:

BOOKING FORM

Facilitators Name:

Contact Number:

Email:

Course Name:

Course Date:

Estimated Course Nos.

Are you fully insured ?:

I enclose a deposit cheque to secure the following dates:

OR I have transferred by BACS a deposit to secure the following dates:

I have read and agree to abide by EARTH RETREAT T/A TILTON HOUSE LTD terms & conditions:

SIGNED:

DATED:

SIGNED BY VENUE:-

SIGNED:-

DATED: