

HAYSTACKS COUNTRY RETREATS

Terms and Conditions

Haystacks Country Retreats LLP (herein after called “**Haystacks**” or “**us**” or “**we**”) is an accommodation provider.

In these terms and conditions (the “**Terms**”), the term “**Accommodation**” refers to any type of accommodation at the Premises (defined below) including both shepherd’s huts and the holiday cottage. “**Premises**” means the Accommodation and surrounding property and land owned by Haystacks Country Retreats.

1. BOOKINGS AND PAYMENTS

To book your break please:

- i. Read these Terms and any other terms referred to herein thoroughly.
- ii. Note that you must be over 21 to make a booking; and
- iii. Note that to book our shepherds huts, you must be a member of the Woodland Champions Club.

1.1. Booking more than 6 weeks ahead

A deposit payment of 25% of the total cost of your break is required to secure your booking. The balance must be paid 6 weeks before the start of your break. Any balance may be paid through your online account on our website or by calling or emailing us 01423 579513, hello@haystackscountryretreats.co.uk . If you are unable to pay the balance before the stated due date, you will forfeit your deposit and your booking will be cancelled.

Alternatively, you may pay the full cost of your break at the time of making the booking.

1.2. Booking less than 6 weeks ahead

Full payment by credit or debit card (or another payment method agreed to by us) is required at the time of making your reservation. This may be made online or by telephone/email.

1.3. Woodlands Champions Club

By booking and staying on the Woodland Champions Club site or using it’s facilities you agree to become a member of Woodland Champions Club and have your details shared. There is no fee for glamping membership and your details may be shared by Woodland Champions Club for the purposes of the running of the Club. By making a booking at Haystacks you agree to comply with the Woodlands Champions terms and conditions (found at Schedule 1).

1.4. Guest Details & Booking Confirmation

All guest names must be provided at the time of booking as well as the ages of any children under the age of 17. If any guest refuses to provide their name, they will not be able to stay and will be turned away.

Any allergies or other special requirements should be communicated to Haystacks at the time of booking.

On receipt of the deposit or balance (as applicable), a booking confirmation will be sent to you within 24 hours, containing the details of your stay and of payments made and due. Until you receive the booking confirmation your booking is only provisional. If you have not received your booking confirmation within the specified time, or if any of the details are incorrect, please notify us as soon as

possible. Payments can only be made by debit card and credit cards (and any other payment method as agreed to by us).

1.5. Minimum length of stay

All bookings must be for a minimum length of stay of two (2) nights. If you check out of your accommodation early for whatever reason, no refund will be payable to you.

1.6. Our agreement

A contract (our agreement) is formed when we receive the required payment and you have received the booking confirmation.

Required payment means either the required deposit or the full amount due for your break.

Our agreement incorporates information provided on our website, the booking confirmation and these Terms and conditions (which you accepted online at the time of booking or which we sent to you when booking via telephone or email).

Our agreement with you binds you, (the person named on the confirmation), and all members of your party, including children. You must ensure that all members of your party are aware of and accept all of this agreement. Our agreement continues until the last member of your party has left the Premises, including any extension to your stay and for such time afterwards as may be necessary.

1.7. Authority to Sign

Authority to Sign – the person who makes the booking certifies that:

- he or she is authorised to agree to these Terms on behalf of all persons included in the booking, including those substituted or added at a later date;
- he or she is over twenty-one years of age;
- they agree to take responsibility for the party occupying the Accommodation, and to notify Haystacks if they are not a member of the holiday party.

1.8. Group bookings

It is the right of Haystacks to refuse group bookings if we feel that this may be of detriment to other guests staying at the Premises. Please note that hen/stag parties are not permitted except by prior written agreement with Haystacks.

1.9. Compensation payable by you

By booking you agree that we have the right either during or after your stay to recover from you, whether via the credit or debit card used to pay for the break or otherwise, the costs of

- Any property or accommodation damage, and/or
- any compensation we may pay to others, and/or
- any other costs, fees or levies which we may incur, resulting from your or any member of your party's action or inaction and from any breach of these terms and conditions.

1.10. Bookings made on third party platforms

Where you have booked your stay at Haystacks via a third-party platform, the terms and conditions of that platform will apply to your booking in addition to these terms and conditions.

2. PRICES

Prices displayed on the Haystacks website are subject to change and are not binding until such time a valid booking is made.

2.1. Included in the price of your stay

The following are included in the price of your stay:

- Use of the Accommodation for the maximum number of guests indicated in the booking confirmation;
- Any other amenities or services described as included in the price of your break in the booking confirmation;
- Use of the common areas of the Haystacks premises (where permitted);
- Use of water, heating, electricity, logs, kindling and firelighter for log burners;
- Car parking for up to one (1) car for our shepherds huts and two (2) cars for the holiday cottage (additional parking may be available subject to agreement by us in writing).

3. RENTAL OF ACCOMMODATION

3.1. Accommodation Type

At Haystacks we offer two different types of accommodation (the “**Accommodation**”). Upon booking you will be able to select the type of accommodation you wish to book. The Accommodation offered is as follows:

- Shepherd's Hut
- Holiday Cottage

We reserve the right in our absolute discretion to determine the availability of either type of Accommodation and this will be reflected on our website.

Please note that unfortunately we are not able to accommodate children in the shepherd's huts. Children will only be able to be accommodated in the holiday cottage.

3.2. Accommodation arrival & departure

i. Arrival

On arrival the lead guest must provide photo ID and sign the registration form (unless the registration form has been pre-completed online). Our check in time is between 3pm and 7pm. For late check-ins after the agreed time, we may charge a late check-in fee of £50. If you do not check-in at all, then we are unable to transfer your booking to another date.

ii. Departure

Unless agreed to by us, you must vacate your Accommodation by 11am at the latest on your day of departure. All late check-outs will be charged a fee up to cost of a full night stay (pro-rated by us based on the time of check out).

Upon departure your accommodation must be left in a clean and tidy state.

4. HAYSTACKS FACILITIES

The following shall be made available to guests during their stay:

- Complimentary Wifi internet access (subject to availability);
- Bed linen (excluding cot linen);
- Use of wood fired outdoor bath tub (huts) hot tub (cottage);
- Other facilities as made available by us from time to time.

When using our bath/hot tub and facilities you must carefully follow any instructions provided by us.

5. IMPORTANT INFORMATION ABOUT YOUR STAY

5.1. External visitors

Other than those guests stipulated upon booking, no other visitors are permitted to visit the Accommodation or the Premises during your stay, unless agreed to in writing by Haystacks.

5.2. Dogs

Haystacks will consider permitting your dog to stay at the Accommodation for an additional fee of £10 per dog per night. Please contact us to obtain permission prior to adding a dog to your booking. Failure to obtain permission for your dog to stay at the Accommodation may result in you being turned away at arrival.

If it is agreed that your dog is permitted to stay at the Accommodation the following conditions apply:

- Prior notice must be given to Haystacks of your intention to bring your dog(s) and approval granted.
- A maximum of one (1) medium dog may be permitted to stay in the shepherd's huts and two (2) medium dogs may be permitted to stay in the holiday cottages.
- We cannot accommodate puppies (up to 12 months old) without prior approval.
- All dogs must be well behaved and are not permitted on the furniture with muddy paws. Haystacks will provide throws for use for this purpose.
- All dogs must remain on a lead whilst in the woods around Haystacks and whilst on the Premises (other than whilst inside the Accommodation).
- All dogs must wear a collar with clearly identifiable contact information. We can also provide an additional tag with our information.
- We ask that guests respect the countryside code and always pick up after their dog(s).
- Dogs must not be left in the Accommodation unattended.
- As a minimum, each dog must have a current annual vaccination for distemper, canine hepatitis, leptospirosis and parvo virus. Proof of vaccination required.
- Each dog must be properly supervised, must not be dangerous and must not cause a nuisance or threat to anyone.
- When our staff need to visit your Accommodation (e.g. if you have requested a maintenance or housekeeping) you must take your dog(s) out or keep them in a different room while these visits take place and comply with any specific instructions provided to you.
- If we, in our sole and reasonable discretion, consider your dog to be dangerous or to be causing a nuisance, harm or threat to anyone, or to be likely to do so, we may ask you to remove it from the Premises (without refund or compensation).
- If you book to stay without disclosing that you will be visiting with a dog, if you add them on last minute without prior approval or visit with a puppy or large breed we have the right to turn you away without reimbursement.

No other pets are permitted.

Please be aware that whilst cleanliness and sanitisation are a top priority, dogs may have previously stayed in your Accommodation which may be a consideration for allergy sufferers.

5.3. Dangerous items

No shotgun, knife, firearm, air weapon, archery equipment, fireworks (including sparklers), illegal substances or similar item may be brought onto the Premises under any circumstances by you or anyone in your party.

5.4. Security of your property

We draw your special attention to the following:

Your personal belongings are your responsibility during your break with us. Vehicles parked on our property must be locked securely and all valuable items must be removed on parking. You must immediately notify us if you lose your key to the Accommodation and we may charge for replacements.

5.5. Improvements and maintenance

As we continually improve our facilities you may find that there is development or refurbishment work going on in certain areas of the Premises. Whilst we take steps to reduce the impact of such works, you may experience noise and visual disturbance;

Maintenance work or housekeeping tasks are undertaken in and around your Accommodation during your stay, although in such circumstances we try to minimise any inconvenience.

We will use best endeavours to advise you of any ongoing significant refurbishment work at the time of booking.

5.6. Rural Facilities

Please note that Haystacks Accommodation is situated in a rural setting. As a result, certain facilities such as phone signal, WIFI availability and, in rare cases, power/electricity may be affected. Please also note that water for the Accommodation is provided by a natural spring and in some instances, such as an unusually hot and prolonged summer, there may be interruptions to the supply of water. We may also have intermittent issues with water pressure. The Accommodation and Premises is serviced by a septic tank which may on rare occasions present an unpleasant smell. In such instances described in this clause 5.7 Haystacks shall provide the necessary support to make your stay as comfortable as possible. We also ask you to use the recycling and other bins provided as requested by us.

5.7. Safety

You are required to follow any safety advice and instructions provided to you. Please note in particular:

- Chinese lanterns and fireworks of any kind are prohibited on the Premises.
- Guests must not bring their own firewood, or take any wood from the Premises or woodland. Firewood will be provided in all Accommodation for the use in log burners.
- Please take particular care not to do anything which might cause a fire - dispose of cigarettes etc properly (ensuring they are fully extinguished in the sand bucket provided).
- Guests should not use portable BBQs.
- Please do not enter or attempt to enter any part of the Premises that is closed.

- Please observe the speed limit when entering the Premises.

5.8. Third Party Services

Please note that we may recommend certain activities or experiences for you to enjoy during your stay. Where these are provided by third parties, Haystacks excludes all liability for any damage caused as a result of your participation in any such activities or experiences.

6. GUEST BEHAVIOUR

6.1. Guest Conditions of occupancy and Conduct

Unless agreed otherwise, the guests have the right to occupy the Accommodation for recreational purposes only and for the paid period only, as stipulated in the booking confirmation.

Guests undertake to behave in a proper, appropriate and legal manner with due respect to Haystacks, the Accommodation and other guests and their property. If, in Haystacks' absolute discretion, any guest behaves inappropriately or improperly, or illegally or in breach of these terms and conditions, Haystacks reserves the right to ask the guest and their party to leave the Accommodation and the Premises before the end of the holiday period. Any refund for so doing will be at the absolute discretion of Haystacks. In addition, Haystacks reserves the right to sue the guest for any loss, damage or injury caused to the Accommodation, the wider Premises or to other guests and/or their property.

You are responsible for the behaviour of all members of your party. Behaviour should be in keeping with the rural environment and should not be aggressive, excessive, noisy or disruptive, especially at night. Offensive or illegal behaviour will not be tolerated and may result in the police being involved. Offensive or aggressive behaviour or language towards our staff is not acceptable. We may ask you and/or any member of your party to leave immediately if your conduct results in police attendance or is considered by us to be inappropriate; likely to cause harm; or impair the enjoyment, comfort or safety of anyone; or is likely, in our belief, to breach any of this agreement. No refunds or compensation will be given in these circumstances and we reserve the right not to accept any future bookings from you or any member of your party.

You must not host any party or gathering during your stay at Haystacks.

Guests must respect the Countryside Code and be sensitive to the wildlife on the Premises and also in the surrounding area.

We reserve the right to enter your accommodation at any time for any reasonable purpose, for example, to make checks, maintenance work or housekeeping. Your occupation is not exclusive.

The members of your party and the allocation of guests in each accommodation unit must remain the same for the whole of your stay.

The maximum number of guests in each accommodation type (as stated on our website) must not be exceeded. If it is, we may move those additional persons to another accommodation unit and will charge you or them the appropriate full charge for the additional accommodation, from the date your party arrived for the break.

6.2. Breach of Booking Conditions

If there is a breach of any of these terms and conditions by the guest or any of their party, Haystacks reserves the right to re-enter the Accommodation and end the holiday and ask the guest and their party to leave in addition to any other rights specified in these Terms and Conditions.

6.3. Children's supervision and parental responsibility

There must be at least one capable and responsible adult over the age of 21 in the Accommodation.

You are responsible for the supervision of all members of your party under the age of 21 who must be supervised at all times. This is particularly important as at the Premises there are highland cattle and a river. Guests who are not supervising their children responsibly may be asked to put appropriate arrangements in place or to leave the Premises.

6.4. Smoking policy

Smoking (including e-cigarettes and vaping) is not permitted in any buildings (including Accommodation) but is permitted where indicated on certain areas of the Premises which will be indicated at check-in. We ask that you use the sand bucket provided and ensure your cigarettes are fully extinguished.

6.5. Natural inhabitants

Please note and remember that the Premises is situated in a rural setting that is the natural habitat of a variety of creatures such as birds, deer, butterfly's, bees, frogs and rodents. We ask that you are sensitive to the wildlife and take any necessary precautions to avoid any discomfort caused by these creatures.

7. CANCELLATION

7.1. Cancellation within 6 weeks of check in

Cancellation by you within 6 weeks of your check in date for any reason other than where there has been a Force Majeure Event (defined below) will result in your deposit (and any other balance paid) being forfeited, as during this window all deposits and balances are non-refundable.

7.2. Cancellation more than 6 weeks prior to check in

Should you wish to cancel more than 6 weeks' prior to check in, your deposit will be refunded within 30 days' of the cancellation date via the same channel as the original payment, or as agreed otherwise.

7.3. Amending the dates of your booking

Should you wish to amend the dates of your stay you should email us at hello@haystackscountryretreats.co.uk to discuss the possibility of rebooking, however please note that if we are not able to agree on alternative dates, your original booking will be cancelled and any non-refundable deposit and monies already paid to Haystacks will be forfeited by you. Haystacks reserves the right to recover any shortfall in fees from you where any rebooked dates fall within a higher category of Accommodation or during the high season. Each change is subject to availability and an amendment charge to cover our administration costs.

You may only change your arrival date once and you must select your new arrival date within 8 weeks of requesting the change, otherwise the change will be treated as a cancellation

7.4. Leaving Accommodation early

Should you wish to leave the Accommodation prior to the agreed check out date for any reason please notify us as soon as possible. Please note however that in this case no refund (pro rata or otherwise) will be available.

7.5. Prevented from taking your break

If you are prevented from taking your break, please contact us at the earliest opportunity. We will do our best to assist. You may not, under any circumstances, transfer your booking to anyone without our consent.

7.6. Cancellation and changes by us

We have the right, at our sole discretion, to refuse to confirm any reservation. Where we have indicated that we will not accept a booking from you or accept your presence at the Premise, we reserve the right at our sole discretion to cancel any booking you may have made or refuse to allow you to enter, or ask you to leave, the Premises. If we do so (subject to the provisions of the paragraph below) we will refund any payment. We have the right to cancel your booking, or to instruct you or your party to leave the Premises immediately, without compensation or refund, should you or any of your party not comply with this agreement, particularly terms relating to behaviour and conduct.

In the event of adverse weather, your booking will only be refunded if the Premises has chosen to close e.g due to safety concerns. You are not entitled to a refund if you cancel your booking due to adverse weather.

In exceptional circumstances, we may need to cancel your booking. If this happens we will advise you as soon as possible and offer one of the below options:

- i. A replacement break.

If your new break is more expensive, you will be required to pay any additional cost. If your new break is less expensive, we will refund the difference.

- ii. A full refund.

If we issue you with a refund, we will return your money in the same way you made your original payment.

In all cases, except personal injury or death, our liability to you for the total of all claims arising out of your break with us is limited to the cost of your booking less any insurance, cancellation, amendment or separate charges.

7.7. Refunds

Credit or debit card payments will be refunded via the same card number, less any non-refundable deposit and any other non-refundable amounts.

8. COVID 19

You should inform us immediately if, within 4 weeks prior to your arrival date or during your break, any member of your party has, or develops, an infectious or contagious medical condition including COVID-19. If so, we have the right to:

Refuse to accept your booking; or

Cancel your break; or

Ask any member of your party to refrain from taking part in certain activities; or

Ask any member of your party to leave the Premises immediately, should we, at our discretion consider it necessary to protect the health of other guests, staff or the general public.

9. GENERAL/LEGAL

9.1. Personal Information

All personal information we collect and hold about you and members of your party will be used in accordance with our privacy policy, available on our website.

9.2. Assumption of Risks

You will be staying in a rural setting with live animals amongst other hazards. Whilst we take great care to keep you safe, accidents can happen and we are not held responsible for such accidents (to the greatest extent permitted by law). It is your responsibility to supervise any children. If you notice that any equipment in the Accommodation or on the Premises looks faulty and/or unsafe you must inform a member of staff as soon as possible. We strongly recommend that you take out travel insurance against the risk of accidents and your stay being cut short.

9.3. Liability

- a. Haystacks Country Retreats accepts no liability for theft, loss or damage, of whatever nature, during or as a result of a stay at the Premises
- b. Guests, are jointly and severally responsible for all loss and/or damage to the Accommodation, the Premises, or any third party as a direct or an indirect consequence of their stay, irrespective of whether this was caused through actions or refraining from actions by themselves or any member of their party, as well as of all damage which is caused by any animal which they have under their responsibility.
- c. Nothing in these conditions excludes or limits the liability of Haystacks:
 - for death or personal injury caused by Haystack's negligence.
 - for any matter which it would be illegal for Haystacks to exclude or attempt to exclude their liability.
- d. Swimming in lakes or rivers, climbing trees and any other activity performed by the guests on the Premises is the responsibility of the guest and is done so at their own risk.

9.4. Force majeure

A Force Majeure Event shall have occurred where Haystacks is, entirely or partially, temporarily, or permanently, prevented from performing its obligations under these terms and conditions due to circumstances which are beyond the control of Haystacks. Such circumstances shall include (but are not limited to) war, terrorism, riots or civil unrest, industrial action, flooding, natural disaster, epidemics/pandemics, health risks or such similar events ("Force Majeure Event"). We recommend that you have adequate holiday insurance in place to cover this.

9.5. Validity clause

In the event that a court finds that any part of these terms and conditions is illegal or invalid, the illegal or invalid provision will be severed from the remainder of the terms and conditions, which will continue to be valid and have full force and effect.

9.6. No Tenancy

Your stay at the Premises will not give rise to any tenancy agreement between us.

9.7. Accuracy of Information

Whilst we do our best to ensure that our website is accurate, all images on our website and in other promotional material, are for illustrative purposes only. Facilities at the Premises may vary and not all Accommodation is identical to the images on the website.

9.8. Headings and Paragraphs

The headings and paragraphs in these terms and conditions are included for convenience only and shall not affect the interpretation or construction of the terms and conditions.

9.9. Governing Law & Jurisdiction

This agreement and any dispute between us will be governed by and construed in accordance with the laws of England and Wales. You agree to submit to the exclusive jurisdiction of the Courts of England and Wales over any matter arising out of our agreement or your visit.

10. CAN WE HELP?

Any assistance you require or concerns should be brought to our attention immediately to a member of staff (including if there is anything missing from your Accommodation that we had previously advised would be available). We aim to give prompt assistance to you if you are in difficulty and aim to respond promptly to any concerns you raise so that you can continue to enjoy your break.

Please note that we are not responsible for any matter of which you were aware and which you did not bring to our attention during your break.

Any reported matter which has not been resolved during your break should be advised in writing to hello@haystackscountryretreats.co.uk or to Haystacks, Nidd Lane, Birstwith, North Yorkshire, HG3 3AR within 28 days of the end of your break. In such cases, we will only correspond with the person named on the booking. We will not enter into further correspondence on any matter resolved during your break and accepted as such by you.

10.1. Lost or forgotten items

Haystacks shall not be liable for any lost items, however if you believe you have left any personal belongings in the Accommodation or on the Premises, please notify us by telephone or email as soon as possible after check-out. Upon notification by you we will inspect the Accommodation and the Premises and would be happy to return any found items to you in the mail. Please note however that any postage must be covered by you.

SCHEDULE 1 – WOODLANDS CHAMPIONS CLUB TERMS AND CONDITIONS – [VIEW HERE](#)