Terms & Conditions - Rock Farm Slane

Definitions:

Guests: Members of the public who visit or stay at Rock Farm Slane Luxury Eco-camp, EcoGuest House, designated pitch or campervan areas either by invitation or who are paying visitors to Rock Farm Slane

Management: The persons operating and running Rock Farm Slane

Owners: Rock Farm Eco-tourism Limited

Property: The premises at Rock Farm, Slane, County Meath

1. Bookings and Payments

The dates of your booking will be held upon payment of a non-refundable deposit of **30%** or payment in full. Any booking less than **8 WEEKS** in advance of your check in date must be paid in full immediately.

On receipt of the deposit, a booking confirmation will be sent to you within 24 hours, containing the details of your stay and of payments made and due. If you have not received your booking confirmation within the specified time, please notify us as soon as possible. We're sorry for any inconvenience, but payments can only be made by debit and credit cards. We do not accept American Express or cash.

Where a deposit has been paid, full balance payment will be due **8 WEEKS** in advance of your check in date and a reminder will be sent to you prior to this date, where applicable, by email. If you are unable to pay the balance before the stated due date, please contact us for payment options. If you fail to pay the next instalment and/or final balance payment on the subsequent pre-arranged date, you will forfeit your deposit and your booking will be cancelled.

Rock Farm Slane only accepts bookings from persons over 18 years of age. Rock Farm Slane reserves the right, at all times, without statement of reasons, to refuse a booking.

When you submit a booking via our online reservation system you will receive an automatically generated booking summary by email to the email address you provide in the booking form. This does not form a contract between us. A contract shall only arise when your booking is subsequently confirmed in writing with payment via a letter of confirmation sent to you by post or email.

At the time of booking a refundable security deposit of €100 will be requested. This amount is there to cover any damage or unpaid costs following your stay. In the event of a late arrival (after 5pm) management may deduct a late check in fee of €10 from your deposit to cover out of hours costs. We advise all clients to ensure arrival time is prior to 5pm and if later check in time is known for this to be brought to the attention of the booking team to apply to your booking advance. Accommodation keys must be returned or dropped into the Checkout box. Keys not returned will be deemed lost and deducted from Security Deposits.

During Concerts and large scale events campervan parking may be available and limited at the discretion of management. Guests will be required to provide the make, model and colour of campervan along with car registration details and name of occupants. If on arrival the party booked in as campervan arrive in a non-campervan vehicle or additional vehicles management reserve the right to refuse entry and refund your money or by charge for additional parking at full published rate. Please note management do not permit campervan guests to pitch additional tents in their bay. Campervan guests have access to toilet and shower facilities only in designated locations.

2. Prices

The prices featured on the website are not binding; Rock Farm Slane reserves the right to modify these prices. At the time of booking you will be informed of the prices applicable. The price stated on the confirmation invoice is binding.

3. Rental of a Yurt, Shepherd Hut or Bell tent, Eco Guesthouse bedroom or campervan parking bay

In the rental price of every tent the following is included: - Rental of 'tent' and the pitch. - Use of and access to the field's adjoining the campsite as identified by site signage. - Use of water, gas and wood. - VAT according to the guidelines of VAT Administration is included within the rental price and items or additional services provided

Not included in the rental are, among other things: - Washing of the dishes. - Stripping of the linen from beds. - Putting of waste into a waste bag in accommodation and placing it in a container.

4. Payment of a Security Deposit

As part of your final balance payment all guests are asked to pay a security deposit of €100. This is fully refundable and is there to cover any damage or unpaid expenses during your stay. Guests are advised that following staff review of accommodation and equipment issued and where no problems are identified this amount is then refunded back onto your card or returned in same way payment has been taken. Please allow between 2-4 working days. Note: Refundable security deposits will only be returned to the card provided.

5. Arrival Time

Our check in time is between 2pm – 5pm, we do understand that sometimes this may be inconvenient or events occur to make this very difficult.

It's very important to plan your journey so that you arrive to the farm during the daylight. Arriving and settling into your accommodation is an adventure; from the check-in at reception in the farmyard, driving up the track to the Campsite Gate which leads Rock Farm Slane, to unloading your luggage and wheel barrowing everything across the field, it's all part of the experience. However, it's unlike arriving at a hotel where you park up and walk across a well lit path to the hotel, so please do plan to arrive during daylight hours, it really is essential. It will take time to load & unload and then unpack, light the candles and t lights provided and light the wood burning stove also. We aim to have your beds made and fresh towels for each of the guests in the rooms – all you need do is arrive

safely.

In the event of a late arrival (after 5pm) management may deduct a late check in fee of €10 from your deposit to cover out of hours costs. We advise all guests to ensure arrival time is prior to 5pm and if known at time of booking this should be brought to the attention of the booking team to ensure this cost included in your rate.

6. Cancellations

Cancellation by you at any time will result in your deposit being forfeited, as all deposits are non-refundable. All monies paid for a holiday (deposit and balance) are non-refundable within **8 WEEKS** before check in date. Management at Rock Farm may at its discretion offer alternative dates or a voucher redeemable at a later stage.

Cancellation of any holiday after it has been paid in full and at a date **8 WEEKS** or less in advance of your check in date, will result in forfeiture of your deposit (or an amount equivalent where one was not paid as the holiday was paid in full) and the balance being returned to you. For this refund to apply, *cancellation* must be made 1 full working day (Monday-Friday) prior to arrival.

<u>Group Bookings</u>: Once deposit is made the number of guests cannot go down. If the numbers decrease from the original number – the figures quoted will remain as the balance due. Payment options are only available for Group Bookings made 90 days in advance of arrival date and are at the discretion of management. It is important that all members of your group have received their own copy of these terms and conditions and guest welcome guide and are aware of their accommodation type.

Management at Rock Farm Slane may also offer alternative dates or a voucher redeemable at a later stage.

7. Day visitors

Rock Farm Slane only permit visitors who are participating in an activity booked through Rock Farm Slane on site. This is to maintain the ambience, atmosphere and security of the site. Other visitors are permitted only at the direct discretion of campsite management. Only vehicles with supplied Car Registrations will be permitted on site. Any un named guests/visitors found staying overnight and not booked in as part of original bookings may result in your security deposit being forfeited. Always ask management first if you require additional accommodation as we will endeavour to accommodate where possible.

8. Pets

Pets are only permitted with the prior consent of the Campsite Owners and where pets are permitted they are to be kept under control. Pets must not be left in the Property unsupervised as this could result in damage to the Property and distress to the animal (s). A maximum of one pet per Unit is allowed. There is a €20 tariff payable per holiday per pet and covers the hire of the Kennel where the animal must sleep at night time. This must be advised at point of booking. Any damage or soiling of property as a result of the pet will be deducted from your security deposit.

9. Guest Behaviour - The holiday; guest conditions of occupancy and conduct

The Guests have the right to occupy the Property for the paid for holiday period only (within the meaning of Schedule 1 Paragraph 9 of the Housing Act 1988).

Guests undertake to behave in a proper, appropriate and legal manner with due respect to the owner, the Property and other guests and their property. If any guest behaves inappropriately or improperly (of which the management will be the final judge on their Property), or illegally, the management reserves the right to ask the guest and their party (at the discretion of the management) to leave the Property before the end of the holiday period. Any refund for so doing will be at the entire discretion of the management. In addition, the management reserves the right to sue the guest for any loss, damage or injury caused to the owner, the Property or to other guests and/or their property. Guests will forfeit their deposit or part thereof if they cause loss, damage, injury or disruption to the owner, the property or to other guests and their property.

We kindly request that all guests are mindful of other groups staying on site. We have a strict minimum noise policy after 11pm. Please see copy of our Guest Behaviour document for group stays.

10. Breach of Booking Conditions

If there is a breach of any of these conditions by the guest or any of their party including visitors, the Owners reserve the right to re-enter the Property and end the holiday and ask the guest and their party to leave in addition to their other rights specified in these Booking Conditions. Ending the Holiday by the Owners or the guests does not affect that party's other rights and remedies.

11. Governing Law and Jurisdiction

Any dispute will be governed by the non-exclusive law and jurisdiction of the Irish Courts.

- 12. Authority to Sign the person who signs the Booking Form certifies that:
- In the absence of a signature a payment of deposit is deemed your acceptance to these terms and conditions.
- he or she is authorised to agree the Booking Conditions on behalf of all persons included in the Booking Form, including those substituted or added at a later date;
- the signatory is over eighteen years of age;
- they agree to take responsibility for the party occupying the Property, and to notify the Owners if they are not a member of the holiday party.
- 13. Nothing in these conditions excludes or limits the liability of the Owners:
- for death or personal injury caused by the Owners negligence.
- for any matter which it would be illegal for the Owners to exclude or attempt to exclude their liability.
- 14. The use of swimming pools, lakes, hot tubs, climbing trees and any other activity on the Owners land is the responsibility of the Guest and is done so at their own risk. Management does not represent to provide any security or safety personnel for the purposes of monitoring guest use of

the facilities or their condition. Recreational Tree climbing is only permissible at Rock Farm Slane supervised activities.

15. Assumption of Risks

You will be staying on a working farm with live animals and potentially dangerous farm equipment 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 looks faulty and/or unsafe you must inform the farmer as soon as possible. We strongly recommend that you take out travel insurance against the risk of accidents and your stay being cut short.

Use of Candles - The use of candles inside accommodation units is permitted – all candles must be used inside provided Lanterns and never left unattended or lit overnight.

Stoves & Use of Gas Heaters in Accommodation - Please ensure that when using your Wood burning stove that once lit that the door remains closed and flue dials are open/closed when required. Stoves provided are <u>only suitable for wood fuel only</u>. Coal and other processed fuel types may result in irreparable damage to stove and accommodation (not to mention creating some nasty pollutants into the atmosphere). Wood Logs are provided by Rock Farm for use in all wood stoves. All guests using Wood burning stoves are responsible for their own safety and we strongly advise families with small children (who may not be used to being around stoves) that they have VERY HOT SURFACES – please ensure they are supervised around them at all times and that they are NEVER left alone in accommodation.

Gas Heaters - In some cases Gas Heaters may be provided to guests. We ask these are placed in the centre of the room – away from bedding, sheets, blankets etc. We strongly advise parents to ensure that Children are kept away from heaters and never left alone when heater is on.

If you encounter any problems with your stove/heater please advise a member of the team immediately. Under no circumstances are stoves or heater to be covered or items left in close proximity.

Vehicles - In the interests of health and safety and as a courtesy to other guests we kindly ask you not to drive your car into the fields. Cars may be parked in our designated car park at the risk of the owner. Please do not leave valuables on display and ensure that your vehicle is secure before leaving it. The same goes for not leaving any valuables inside your accommodation. Management are not responsible for any items lost, stolen or damaged during your stay.

Use of alcohol – Rock Farm Ecotourism Ltd are not held responsible for accidents (to the greatest extent permitted by law) for those guests who are under the influence of alcohol. Alcohol should be consumed with care on site, as accidents are more likely to happen when a person is over the legal limit.

16. Liability

Rock Farm Slane accepts no liability for theft, loss or damage, of whatever nature, during or as a result of a stay at Rock Farm Slane.

- falling into defect or putting out of action of technical equipment and loss or closure of supplies at Rock Farm Slane.
- the tenant and those who accompany him or her, are jointly and severally responsible for all loss and/or damage which arises, for Rock Farm Slane and, 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 by third parties, who are at Rock Farm Slane their making, as well as of all damage which is caused by any animal and/or matter which they have under their responsibility.
- If you leave your accommodation in an improper condition, additional (cleaning) costs can be charged and or loss of security deposit.

17. Force majeure

Force majeure on the side of Rock Farm Slane exists if the implementation of the agreement is entirely or partially, temporarily or permanently, prevented due to circumstances which are beyond the control of Rock Farm Slane including threat of war, staff strikes, blockades, fire, floods and other disruptions or events. If in the event of adverse weather conditions the owners will endeavour to find you suitable alternative accommodation.

Management reserve the right to cancel a booking on short notice in the event of extreme weather or in the unlikely event that we cannot provide safe accommodation in a yurt/shepherd hut/tent or other accommodation provided as part of your booking.

Management at Rock Farm Slane may also offer alternative dates or a voucher redeemable at a later stage.

18. Complaints

Despite all the care of Rock Farm Slane it could occur that you have a genuine complaint. You must take up this complaint with the owner immediately – preferably while you are still on site in order to allow us to solve the matter as soon as possible. Should the complaint not be settled to your satisfaction, then you have the option, up to 14 days after your departure to submit the complaint in writing or by email to Customer Services Advocate, Rock Farm Slane / email: info@rockfarmslane.ie

19. Validity clause

In the event that a court finds that a condition in these Booking Conditions is illegal or void, the illegal or void provision will be severed from the remainder of the Booking Conditions, which will continue to be valid and have full force and effect.

Management reserve the right to change these terms and conditions at any time.

Management at Rock Farm Slane Rock Farm Ecotourism Limited February 2016