THE WATER SHED

THE WATER SHED VENUE HIRE FOR A RETREAT
TERMS & CONDITIONS

OVERVIEW

- By making this booking you as 'The Hirer' are entering into a legally binding agreement with 'Studio Fuse Ltd' and 'The Owners' of The Water Shed, Nina and Daniel Rowland of: *The Water Shed, Taylors Lane, Bosham, Chichester PO18 8EP*

- Please therefore carefully read the terms and conditions of your booking below and your booking confirmation will indicate your acceptance of these.

- A material breach of these conditions may result in you being refused entry to the property or being asked to leave early and having your booking terminated. In such case your booking will be deemed to be cancelled and no refunds of any monies paid will be made, nor any compensation issued.

YOUR BOOKING

- The booking is for a short-term hire only and the property must not be used for any other purpose unless specifically agreed in advance in writing.

- Sub-letting or assignation of the let is strictly prohibited.

- The Hirer must be a minimum of 25 years of age at the time of booking. Your booking is not confirmed until you have received written confirmation from us, and your deposit is received.

- Provisional bookings may be held with prior arrangement for a maximum of 3 days to allow payment of the deposit to be made. We are unable to take bookings for stag parties, hen parties or student groups, unless otherwise agreed in writing.

- Please advise us of any allergies or special requirements on booking.

PAYMENT

- All hire fees are stated in pounds sterling (GBP) and must be paid for in pounds sterling.

- A non-refundable deposit of 30% is required on booking with the remaining balance to be paid no fewer than 45 days before the start of your hire period. In the event of booking within this 45 day time frame, the total amount payable will be due.

- Payment can be made by bank transfer, our details will be provided in our invoice. Please note that at no time do we, ourselves, hold any card details. Any, and all, bank charges are to be paid in full by The Hirer.
  Please add your name / Company name as the reference to enable us to trace the payment

AMENDMENTS

- Should you wish to amend your booking dates before its commencement we will do our very best to accommodate you, but we can in no way guarantee this will be possible. Any amendments may incur an administration fee at the discretion of The Owners.

CANCELLATIONS

- **Cancellation by the Hirer:**

- If the Hirer cancels the reservation, the following terms will apply to the 30% Deposit Payment:

- The Deposit is strictly non-refundable under all circumstances, including but not limited to:

    - Cancellations by the Hirer for any reason (including illness, changes in personal circumstances, or travel restrictions)

    - Failure to pay the remaining balance by the specified due date

    - Early departure or failure to arrive during the hire period

- If the Hirer cancels the reservation, the following terms will apply to the 70% Balance Payment:

    - If the cancellation is more than 4 months prior to the check-in date: the Hirer will receive a full refund of the balance payment

    - Cancellation within 4 months of the check-in date: the balance payment is non-refundable

- **Cancellation by Owner:**

- If the Owner cancels the reservation for any reason, the Hirer will receive a full refund of all payments made, including the Deposit and any balance payments

- **Early Termination:**

- If the Hirer shortens their stay or leaves the Property before the scheduled check-out date, no refunds will be issued for the unused portion of their stay

- We strongly recommend that you and your party members each take out cancellation insurance to protect yourselves.

LIABILITY

- The use of The Water Shed, its surrounding grounds and facilities is entirely at The Hirer, their team and their attendee's risk and The Owners and their team can accept no responsibility for injury, death, loss or damage.

- There are multiple dangers at The Water Shed, including the drop-off into the natural swimming pond's deep water. It is for this reason we will not list every danger, however we provide you with our risk assessment at time of your booking being confirmed, but to make you aware that you need to carry out your own risk assessments and ensure you are covered accordingly with insurances and waivers.

- Any issues that occur as a result of The Hirer, their team or their attendees using external parties or suppliers that we recommend or otherwise, will have no connection or liability on The Water Shed, their team and The Owners.

- It is essential that each of your team and attendees sign a waiver that you create with the following strict terms:

  "The use of The Water Shed, its surrounding grounds and facilities are entered and used entirely at your own risk - and The Water Shed Owners and their team can accept no responsibility for injury, death, loss or damage to yourselves, your party or your possessions.

  Likewise, any issues that occur as a result of you using external parties or suppliers that The Water Shed Owners or their team recommend or otherwise, will have no connection or liability on The Water Shed, their team and The Owners."

FORCE MAJEURE

- If The Owners need to cancel your booking due to forces beyond their control, you as The Hirer will be refunded all monies paid.

- If The Owners need to end your hire early due to forces beyond our control, we will refund the appropriate proportion of the booking fee. In these circumstances our liability will not extend beyond this and there will be no compensation, or expenses paid.

SET-UPS

- The Hirer and their team will be responsible for any specific set-ups they require for their hire, including moving furniture, placing yoga mats, filling and / or heating the hot tub etc – unless pre-agreed in writing by The Owner beforehand and an additional cost will be chargeable and paid for in advance.

KEYS & TIMINGS

- We try to meet with our clients to give them a personal tour and explain the use of The Water Shed to them.

- Please advise us of your approximate arrival time either by phone, WhatsApp or email, so we can make a plan for your arrival. If you arrive earlier, it is unlikely you will be able to enter The Water Shed as the changeover or another booking will still be taking place.

- On occasion we may be away, so meeting you at the property will not be possible. In which case we will leave the keys in the external key lock for you and will give you full instructions. We have a House Brochure which will explain the house to you in that instance – and we are available by telephone / WhatsApp, with any queries you may have.

Arrival time

- You can arrive from 7:30am on the start date of the hire, if you need to set up before your attendees arrive. The attendees are not to arrive before 9:30am.

Departure time

- If your last hire day is a full day:

    - Hirer: you as the hirer and your team will need to vacate by 6pm
    - Attendees: your attendees will need to have vacated by 5:30pm latest

- If you are booking an overnight stay at The Water Shed on your last day:

    - Hirer: you as the hirer and your team will need to vacate by 10am
    - Attendees: your attendees will need to have vacated by 9:30am

- Please leave The Water Shed as you found it, in a tidy condition with all furniture, ornaments and plants put back to where you found them (you can take photos to help remind you where items go); the dishwasher is to be loaded and / any washing-up done. We reserve the right to charge an additional cleaning fee of £50 per hour/part-hour if the property is left in an unacceptably unclean or untidy condition.

- We can accept one black bin liner of rubbish and the equivalent of one black bin liner of recycling. Any extra will need to be taken away by you as The Hirer, because we have limited volume in our council bins and have infrequent collections.

- Please close all windows and doors, then leave the house keys on the kitchen island and close the front door behind you as you leave.

OVERTIME

- Overtime is chargeable at £200 + VAT per hour or part hour - and is payable within 5 days of your hire ending. Late payments shall incur interest. This will increase each day as determined by the Late Payment of Commercial

Debts (interest) act 1998. This relates to either the late departure of the attendees based on the above 'Departure Times' or the late departure time of The Hirer and their team based on the above 'Departure Times'.

PARKING

- Parking spaces for up to 10-15 cars are provided outside the property on the private driveway. Cars parked here are done so at the owner's risk. To reach that number of cars, they will need to be tightly parked together as much as possible.

- Please ensure there is strictly no parking on the road / grass verges next to the road.

LOST KEYS

- If keys are lost, a charge will be made for a replacement lock and associated keys.

OCCUPANCY

- The number of overnight guests, if applicable, must not exceed 10 persons. Infants under 24 months sleeping in cots do not count towards occupancy. The guests staying overnight must at no time exceed or differ from those whose details were provided on booking unless by written prior arrangement with The Owners.

- No parties, events or gatherings other than those relating to this specific hire, may take place at the property without prior written consent from The Owners. The Owners and their team reserve the right to refuse entry to the entire party if this condition is not observed.

- The Hirer is responsible for the decent and considerate behaviour of the whole party. In the event of excessive noise or unruly behaviour deemed to be unacceptable by The Owners or neighbours, or if we consider your conduct inappropriate or likely to harm or impair the enjoyment of other guests or neighbours, we reserve the right to ask the some or the whole party to vacate the property immediately, with no refund issued.

- Offensive or illegal behaviour will not be tolerated, and we will ask you and your party to leave without refund.

- Should The Owners or their team be unhappy with the condition the property is left in or the behaviour of The Hirer and / or their party during the hire, we may refuse to accept a future booking from the The Hirer. The Hirer must accept full responsibility for the safety of their team and attendees at all times.

- The Hirer shall be responsible and liable for any failure on the part of any party forming part of your booking to comply with these terms and conditions.

- The Hirer must inform us in advance if any member of your party has an infectious or contagious medical condition and we have the right to refuse the booking.

SMOKING, CANDLES & FIRES

- Smoking, vaping, candles and open fires are strictly not allowed inside The Water Shed.

- Smoking outside is allowed, if it is well away from any external planting, trees or decking.
  Please dispose of cigarettes in a dish from the kitchen but do not dispose of them in any bits, to avoid risk of fire.

- Open fires are also forbidden outside, unless lit in the outdoor fireplace or in the metal firepit and kept to a sensible size. There must be no bonfires lit anywhere, including in the garden bonfire area at the back of the site - this is purely for use by The Owners.

- There is a dedicated BBQ for use in its current location, on the gravel only, for which we provide a bag of charcoal. Please refrain from bringing your own BBQ's.

ANIMALS

- We do not accept animals at the property as we need to ensure that the delicate natural habitat and wildlife is protected, as well as the interiors and furniture inside the property - unless pre-agreed with The Owners and confirmed in writing by them. An extra charge will occur in this instance.

THE HIRER RESPONSIBILITIES

- We very much hope you enjoy your hire but in the hopefully unlikely event of a problem or complaint, we ask that you notify us during your hire via phone or WhatsApp, so that we may resolve the problem. Any complaints made retrospectively cannot be considered.

- The Hirer must therefore report any problems with appliances, fixtures or fittings immediately so that they may be repaired as soon as possible to minimise inconvenience both to you and to subsequent Hirers.

- The Hirer is responsible for the property during their hire and are asked to take good care of both the property, its contents, the facilities and grounds. Any breakages and/or damage should be reported to The Owners immediately.

- Whilst The Hirer will not be charged for the odd broken plate or drinking glass, we reserve the right to charge for any damages deemed unreasonable. The Owners will in this case, charge The Hirer an additional fee for any damage caused (accidental or deliberate) by The Hirer, their team, or their attendees in order to repair or replace items along with an administration fee. Any additional repair or necessary replacement undertaken by The Owners shall be deducted from the security deposit (if applicable), or, if the value the repair or replacement exceeds the security deposit amount or no security deposit was taken, The Owners will invoice The Hirer for the costs which must be paid within 5 days. If a debt collection agent is used to recoup money owed to The Owners, then The Hirer will be charged for the agent fees.

- You as The Hirer agree that we have the right to recover from you, whether by bank transfer / credit / debit card or otherwise, the costs of any property or accommodation damage; any compensation we may pay to others; and/or any other costs or fees we may incur resulting from you or any member of your party's action or inaction and/or from any breach of these terms and conditions.

- The Owners and their team, reserve the right to refuse entry to anyone who, in our opinion, is not suitable or capable of taking charge of the property. They also reserve the right to refuse entry to the entire party if this condition is not observed.

MAINTENANCE

- As we continuously improve our facilities you may find that: (i) new facilities are on offer; (ii) listed facilities are temporarily closed for maintenance and/or improvement; (iii) some facilities and/or accommodation units have been altered or replaced; (iv) there is development or refurbishment work going on in certain areas; and/or (v) maintenance work or housekeeping tasks are undertaken in and around your accommodation during your hire.
- In such circumstances we will try to minimise any inconvenience.
- We make every effort to list our property in an accurate manner however, due to a programme of continuing refurbishment, some fixtures and fittings may differ to those in the photographs.

MEDIA

- We regularly take photographs and video footage for promotional and training purposes. Please be aware that filming or photography may be in progress during your hire. Should you or any of your party not wish to appear in any such material, please notify us on or before your arrival in writing.
- Only non-intrusive photography of your own party and The Owners and The Water Shed team is permitted.
- If you or any of your party wish for The Water Shed to tag you in our social media posts, please provide Nina with your account handle(s) and we will do our best to support you with this.
- The Water Shed team would be most grateful if you would endeavour to tag them in your posts (Instagram: @thewatershed_granddesigns, @nina_interior_designer; TikTok: @watershed_granddesigns, web: www.thewatershed.co.uk)

ACCURACY

- Rates quoted are subject to availability and alteration. All discounted rates quoted are limited offers and are similarly subject to availability, a minimum number of hire days / nights, and a certain number sharing.

- While every effort has been made to ensure the accuracy of all information presented on the website, The Owners do not accept liability for any errors or omissions and reserves the right to change information of listed features and products at their discretion.
- Rates are quoted and charged in GBP sterling and are stated whether they are VAT inclusive or exclusive at the current rate.

LINKS TO THIRD PARTY WEBSITES

- Regarding links to other third-party sites on The Water Shed website and our connected social channels: by providing these links we are not endorsing or recommending such sites or the services or material provided by them.
- We therefore accept no responsibility for the materials, services or other situations at or related to or from any other website.

SECURITY

- We may conduct security searches of clothing, bags, property and vehicles as determined by us in our reasonable discretion if we reasonably believe this is required to protect the safety of others. It is our policy to investigate any incident or allegation of concern or refer the matter to an appropriate external organisation should we consider this necessary or appropriate.
- CCTV is used by us in public areas for security purposes, to ensure the safety of others and to prevent crime.

LIABILITY DISCLAIMER

- While every reasonable effort has been made to ensure accuracy of information, the content of the websites and connected social channels may include technical, typographical or content errors. Therefore, it is important to refer to the disclaimers in these terms and conditions before using these resources. To the extent permitted by applicable law, The Owners expressly excludes:
    - All conditions, warranties and other terms which might otherwise be implied by law.
    - Any liability for any direct, indirect or consequential loss or damage incurred by any user in connection with the websites or in connection with the use, inability to use, or results of the use of the websites or social channels, any websites or social channels linked to them and any materials posted on them, including, without limitation any liability for:
        - loss of income or revenue;
        - loss of business;
        - loss of profits or contracts;
        - loss of anticipated savings;

- loss of data;
- loss of goodwill; and
- for any other loss or damage of any kind, however it arises and whether caused by tort (including negligence), breach of contract or otherwise, even if foreseeable.

- You may only use the websites for lawful purposes and you must not use the websites and our social channels in any way that is unlawful or fraudulent.
- We are the owner or the licensee of all intellectual property rights in our websites and social channels, and in the material they contain. You agree not to reproduce, duplicate, copy or re-sell any part of the them unless permitted by The Owners in writing and if permitted by British law.
- You may link to the websites and social channels, provided you do so in a way that is fair and legal and does not damage our reputation or take advantage of it. You must not however establish a link in such a way as to suggest any form of association, approval or endorsement on our part where none exists.
- We reserve the right to withdraw this linking permission without notice.

DATA PROTECTION

- The details you provide on booking will not be shared with any third parties.
- We may occasionally contact you to keep you up to date with offers and newsletters. Please let us know if you would prefer not to receive these.

INSURANCES

- It is your responsibility as The Hirer to ensure you have up-to-date insurance to cover yourself and your party, with a minimum of £5 million public liability insurance. Please email The Water Shed team a copy of this insurance on confirmation of your booking to info@thewatershed.co.uk
- It is recommended in addition that your party take out their own insurance to protect them.

CONTACT US

- Any assistance you require or concerns should be brought to our attention immediately:

  Daniel or Nina Rowland, Owners, on number provided when booking, or via email info@thewatershed.co.uk. In an emergency, please call emergency services on 999.

CONCLUSION

- The Hirer agrees that by hiring the venue they do so entirely at their own risk and that of their attendees and team.

- The Hirer agrees that they are voluntarily hiring the use of these facilities and premises and assume all risks of injury, illness, or death, plus loss or damage to themselves and that of each of their attendees and their team.

- The Hirer agrees that they are voluntarily hiring the use of these facilities and premises and assume all risks of loss or damage to their possessions and to those of each of their attendees and team members.

- The Hirer hereby agrees to irrevocably release and waive any claims that they, or their team or their attendees have now or hereafter against the The Owners, The Water Shed team, The Water Shed venue, its grounds and facilities, as well as Studio Fuse Limited.

- The Hirer has read the above Terms and Conditions and fully understands and voluntarily agrees to its contents.

- By confirming your booking in writing you are confirming your acceptance of these Terms and Conditions.

- We reserve the right to amend these Terms and Conditions at our discretion, without prior notice.

- The changes will become binding on you from the date of publishing the changes, so please ensure to regularly familiarise yourself with the contents of these Terms and Conditions.

By confirming your booking in writing with our team you are
confirming your acceptance of these Terms and Conditions.