

These Terms and Conditions ("the Conditions") govern all offers and agreements regarding the rental of all accommodations and admission to Canvas Hamlet ("the Site") and should be read in accordance with the site rules ("Site Rules") and the conditions of the official Booking Engine or Online Travel Agent of which the accommodation has been booked. All accommodations are rented by Event In A Tent (Events) Ltd, trading as Canvas Hamlet.

Any person who books accommodation at Canvas Hamlet is to be deemed to have accepted and agreed to comply with these Conditions. In the case of any conflict or ambiguity between these Conditions and the Site Rules these Conditions will prevail.

These Conditions constitute the entire agreement between the parties and no party shall have any claim or remedy in respect of any statement, representation, warranty or undertaking, made by or on behalf of any other party in relation to these Conditions which is not already set out in these Conditions.

Accommodation rental

You must be aged 21 or over to rent accommodation at Canvas Hamlet. Accommodation may only be booked through canvashamlet.co.uk or authorised third-parties (whose details are listed on canvashamlet.co.uk). Any accommodation rentals booked via unauthorised parties shall be void and Canvas Hamlet will not be liable for any compensation or refunds.

All guests under the age of 18 must be supervised by a parent or guardian over the age of 25 at all times.

Canvas Hamlet reserves the right to refuse a booking at any time

We reserve the right to cancel any bookings made by businesses, traders or persons acting on their behalf who intend to resell their bookings.

The nominated payment card or bank account used to purchase your accommodation rental must be registered in the name and address of the lead booker. We reserve the right to cancel any bookings in breach of this condition.

It is the lead bookers responsibility to check your booking confirmation and inform us of any inaccuracies; mistakes cannot always be rectified. We cannot accept any liability if we are not notified of any inaccuracy in any documentation within 5 days of purchase.

We do not expect to have to make changes to your booking, however sometimes problems arise and bookings have to be changed or cancelled. We will only change or cancel your booking:

- 7.1. If it is necessary to complete essential remedial work or accommodation repairs at the Site on the grounds of health and safety.
- 7.2. For other reasons unforeseen at the time you made your booking which are beyond our reasonable control. This may include occasions where the accommodation becomes inaccessible due to severe weather events or circumstances arising from Covid-19.
- 7.3. If we do need to change or cancel your booking for the reasons set out in clause 7.1 we will do our best to offer you a suitable alternative booking. If we are not able to offer you a suitable alternative, or if you do not accept the alternative we offer, the booking will be deemed cancelled and we will refund you the total amount you have paid us for the booking.

Unless agreed in writing with us, accommodation rentals cannot be transferred to any other party. If you transfer your accommodation rental and do not have an agreement with us, you will be liable to any additional onsite spend or charges, including but not limited to damage.

Only those people named on your booking confirmation can use the accommodation (or other service) arranged by us. You are not permitted to share accommodation with anyone else other than those on your booking.

The lead booker and all guests:

- 10.1. undertake not to tamper with the structure or any part of the rented accommodation;
- 10.2. undertake not to use any heating, cooking or other gas or electrical appliances within the rented accommodation;
- 10.3. undertake to not smoke within the accommodation;
- 10.4. undertake to abide by local regulations (including those relating to noise);

Bookings & Cancellations

Bookings can be secured with a deposit payment of 30% of the total booking value.

Balance payments must be made 90 days before arrival. Failure to pay by this deadline surrenders the booking reservation and the 30% deposit will be retained by Canvas Hamlet.

Bookings can be cancelled at any time but will be subject to the following cancellation charges:

- 3.1. If cancelled with 90 days or more notice prior to the accommodation period Cloud Nine will retain 30% of the total value of the booking;
- 3.2. If cancelled with 60 – 90 days notice prior to the accommodation period Cloud Nine will retain 50% of the total value of the booking;
- 3.3. If cancelled with 30 – 60 days notice prior to the accommodation period Cloud Nine will retain 75% of the total value of the booking;
- 3.4. If cancelled with less than 30 days notice prior to the accommodation period Cloud Nine will retain 100% of the total value of the booking;

Accommodation rentals at the Site are only fully refundable in the following circumstances:

- 4.1. Canvas Hamlet is unable to take place at location booked or specifically over the period of your booking;
- 4.2. You (or a member of your party) are contacted by NHS Track and Trace and advised you must self-isolate;
- 4.3. You (or a member of your party) have tested positive for Covid-19 prior to the commencement of your booking and are required to self-isolate;
- 4.4. We reserve the right to request evidence of contact from NHS Track and Trace or a positive test result for Covid-19; or
- 4.5. We have the right to cancel your booking or to instruct yourself and your party to leave the Site without compensation or refund should you or a member of your party breach the terms of this agreement or our Site Rules, in particular our Site Rules relating to behaviour and conduct.

Price

The price includes use of the accommodation for the maximum number of guests we indicate at the time of booking.

We reserve the right to increase or decrease our rates and vary our packages as we see fit. This will not affect the rate paid by you at the time of booking.

All prices include VAT.

Liability

We will not limit our liability for fraud, death or personal injury caused by our negligence or any other liability which we cannot limit as a matter of law.

You understand and accept that all guests use the accommodation and facilities at Canvas Hamlet at their own risk.

We will take reasonable steps to ensure that Canvas Hamlet is secure, however you are advised not to bring any valuables on site and to look after your possessions at all times. We cannot be responsible for any theft, loss or damage to any of your possessions you bring to Canvas Hamlet. We do not provide a secure locker service.

While we will take reasonable steps to establish a safe environment, it may not be suitable for all. It is your responsibility to determine whether Canvas Hamlet is suitable for any children under the age of 18 who accompany you to Canvas Hamlet.

In the light of the current Covid-19 pandemic, you understand that there are particular risks associated with attending any gathering or campsite. Whilst we will take reasonable steps to comply with any relevant guidelines intended to reduce the spread of Covid-19 at Canvas Hamlet, we cannot be responsible for the behaviour or health of other guests or attendees. Accordingly, we will not be responsible for any illness or death of any guests caused by Covid-19.

We ask that you follow all guidelines notified by us to you to help us to reduce the spread of Covid-19 amongst guests. In order to assist us in reducing the risk of contracting Covid-19, we ask that you:

- a. comply with our Site Rules and any Government guidance in this regard;
- b. do not enter the Site if:
 - i. you have tested positive for Covid-19 within 14 days of the commencement of your rental;
 - ii. you display any symptoms of Covid-19 upon commencement of your rental;
 - iii. you live with somebody who displays symptoms of Covid-19 or who has tested positive for Covid-19 within 14 days of the commencement of your rental; or
 - iv. you are otherwise required to self-isolate.

*note that where there is a conflict between any of the provisions in this paragraph and any updated government guidelines, the updated government guidelines will apply (where they are stricter than the provisions set out above);

- c. download and use the government's official Covid-19 tracing app or provide your contact details to a member of staff if directed to do so upon entering the Site for the purpose of notifying you where you may have come into contact with somebody who has tested positive for Covid-19;

- d. you notify us if you test positive for Covid-19 after attending Canvas Hamlet so that we can notify attendees who may have come into contact with you whilst on site.

We will take reasonable steps to ensure that any car parks provided by us are appropriate for Canvas Hamlet guests, however you are responsible for assessing the suitability of any such car park for your vehicle and for accessing and egressing the car park.

We will not be liable whether such liability arises in contract, tort (including negligence) or otherwise, for any indirect, special or consequential loss or damage, even if we have been advised of the possibility of such loss or damage.

Our total liability to you under or in connection with Canvas Hamlet will not exceed an amount equivalent to the accommodation rental fee paid by you to us at the date any claim or action arises.

Check in/Check out

In order to facilitate social distancing measures, guests must let us know their expected arrival time. We reserve the right to amend our check-in times and check-in procedures for safety reasons and to align with any changes to government guidelines on social distancing. If you will be late to arrive for any reason, you must contact us via the contact details provided in your pre-arrival email, which will be sent to you no later than 48 hours before your arrival date.

Your accommodation must be vacated by 10am on your departure date.

Activities

Activities provided by third-parties may have their own terms and conditions. It is your responsibility to read and agree to these terms.

All activities are strictly subject to availability.

Advertised activities may change in nature and extent.

Some activities are walk-up whilst others provide pre-booking. Some activities require payment whilst others are free of charge. Pre-bookings can be made in advance via our online booking system or in person at the campsite.

Some activities have limited capacities. We will not be held liable in the instance an activity is sold out.

Activity bookings can be amended or refunded up to 48 hours before the commencement of the activity after which time activities become non-refundable.

Media and Recordings

Photographs or any other recordings of sound or images taken by a guest at Canvas Hamlet may be used for personal, private, non-commercial and non-promotional purposes only.

Each guest:

- 2.1. acknowledges that he/she is likely to be recorded and the resulting content publicly disseminated across a range of media;
- 2.2. acknowledges that Canvas Hamlet and/or security staff may carry out filming for the security of guests and the prevention of crime;
- 2.3. agrees that perpetual use may be made, free of charge, of his/her voice, image and likeness captured whilst present at Canvas Hamlet (by means of live or recorded video display, broadcast, transmission or other dissemination or recording, photographs or any other current and/or future media technologies) and waives, on an irrevocable, worldwide, perpetual basis, all rights to object to such recording and the broadcasting, transmission or other dissemination thereof in any current and/or future media technologies;
- 2.4. acknowledges and agrees that we are the sole legal and beneficial owner of the copyright and any other intellectual property rights of any nature whatsoever in and to any recordings of sound or images taken within Canvas Hamlet (including future rights to such recordings or to any works derived from such recordings) and waives, on an irrevocable, worldwide and perpetual basis, all rights (including moral rights) in and to any such recordings; and
- 2.5. hereby unconditionally and irrevocably grants to us a perpetual, exclusive, freely assignable and royalty-free licence to use, adapt, distribute and/or exploit, by any means and in any current and/or future form or type of media or format, any recordings taken by the guest within Canvas Hamlet in breach of these Conditions.

Data Protection

You irrevocably and unconditionally consent to the collection, use and insertion into a database on our behalf of personal information provided by you and any other member of your party for the purposes of the implementation of these Conditions subject to applicable law, including for administration, communication, enforcement and access control purposes. We may share such information with third parties as may be generally and reasonably required for the proper and efficient rendering of services.

To the extent permitted by law and with your consent, personal information provided by you to us will be used for all purposes reasonably connected with the operations of the services provided including (but not limited to): providing you with details of forthcoming connected events, offers and services; providing you with updates as to the latest concessions or any changes thereto and information concerning competitions and other promotional activity, supplying you with the goods that you request or in which we reasonably believe you may be interested; conducting market research and establishing customer profiles; and transferring or disclosing the information provided to our professional advisers and such other parties as we consider necessary in the administration of our business. We will not use or disclose your personal information other than as set out in these Conditions without your prior consent. If you have any queries about this, please write to us at hello@cloudnineglamping.com. You will be given the opportunity to unsubscribe from such marketing communications when you place your order and you can unsubscribe from any email communications you receive from us by following the unsubscribe link. We do not accept any responsibility for any loss, theft, or accidental destruction of any personal information provided by you or any financial or other loss or damage which may result, directly or indirectly therefrom.

Amendments

We reserve the right to make amendments to these Conditions from time to time at our sole discretion (including, without limitation, by amending or supplementing the Site Rules). A full copy of the latest version of the Conditions (as amended, if appropriate) will be available at www.canvashamlet.co.uk. We shall notify you of such changes by email if they materially affect your rights as a consumer.

Complaints

We strive to ensure that your experience at Canvas Hamlet is of the highest standard, however if you have any problems with your accommodation or experience at Canvas Hamlet these should be raised immediately so that we have the opportunity to resolve it.

If you have an unresolved complaint at the end of your stay please contact bookings@canvashamlet.co.uk
Any complaint after the event must be raised within 14 days of your check-out.