

MAC & WILD EVENTS - ACCOMMODATION

DISCLAIMER

DISCLAIMER/ TERMS AND CONDITIONS – MAC & WILD EVENTS LIMITED

Please read this brief guide to the terms and conditions of staying in our Accommodation at Mac & Wild Events, and the terms and conditions for the usage of our internet site. Please allow up to 2 hours notice prior to your expected arrival for online bookings to be processed.

1. INTERPRETATION

1.1 In these General Terms of Business, the following words shall mean:

M&W – Mac & Wild Events – Accommodation;

Client – the person, firm or company making a booking or staying at M&W;

Company – Mac & Wild Events Limited;

2. APPLICATION OF TERMS

2.1 These terms apply to all bookings to the exclusion of all other terms and conditions except to the extent that specific terms apply for a particular booking and have been signed in writing by an Authorised Representative of the Company.

2.2 Confirmation of a booking by the Client is deemed acceptance of these terms.

2.3 The term Client and Guest shall be used interchangeably in the Terms of Business and reference to any one of them shall be deemed to include reference to the other.

3. PRICES

3.1 All published prices include VAT at the current rate.

3.2 M&W reserves the right to alter prices for any reason up to the date of booking or up to 12 weeks prior to arrival, whichever is the later.

3.3 After such dates, prices may only be altered to reflect a change in the rate of VAT or for any other reason outside of the control of M&W, in which case the changes will be notified to the Client. In the latter event, the Client may cancel the booking without cost.

4. AVAILABILITY

4.1 All rooms and prices offered by M&W are subject to availability and the discretion of the M&W Manager.

5. BOOKINGS

5.1 Bookings require full prepayment for the duration of the accommodation by a major credit or debit card. At least 3 working days are required to process credit and debit card payments. At the discretion of M&W, bookings may be guaranteed through written agreement with M&W to be paid via BACS.

6. ARRIVAL AND DEPARTURE

6.1 Accommodations are usually available from 2:00pm local time on the day of arrival. However, M&W is not in any way obliged to make the accommodations available to Clients at this time.

6.2 Departure is by 11:00am local time. Failure to check out by 11:00am local time will entitle M&W to charge an additional fee.

6.3 Where possible, at times of high demand when accommodations are not available at the check in time, Clients may check in to M&W and use all M&W facilities, subject to any rules and restrictions in place at M&W in respect of the use of such facilities, including but not limited to opening times and availability, whilst the accommodation is being prepared.

6.4 Clients who are aware that they will be arriving at M&W before 2:00pm local time should inform Management prior to arrival, however, M&W cannot guarantee that bedrooms will be available at the time of arrival before 2:00pm unless booked from the previous day.

6.5 Check in will be closed at 5:00pm. Clients who are aware that they are unable to arrive before 5:00pm, are required to inform Management 48 hours before the day of the booking, so that alternative arrangements can be made. However, M&W cannot guarantee these alternative arrangements can be possible in every instance.

7. CANCELLATIONS, AMENDMENTS AND NON-ARRIVALS

7.1 There is no charge, and any deposit paid will be returned, if a guaranteed reservation is cancelled at any time 48 hours before the day that the Client is due to arrive at M&W, except to the extent that specific terms apply to a particular booking.

7.2 In the event of cancellation within 48 hours of the day that the Client is due to arrive at M&W and where the booking has been guaranteed, a charge equivalent to one night's accommodation at the package rate at which the reservation was made will be levied. Normal terms of payment apply to these charges.

7.3 In the event of non-arrival without cancellation on the day that the Client is due at M&W and where the booking has been guaranteed, the full charge of the accommodation booking at the package rate at which the reservation was made will be levied. Normal terms of payment apply to these charges.

7.4 M&W reserves the right to offset any amount payable for such cancellation against the Client's credit or debit card without prior notice or the approval of the Client, where applicable.

7.5 If M&W cancels before 48 hours prior to the scheduled day of arrival, M&W's liability to the Client will be no greater than the amount paid by the Client in respect of the booking.

7.6 If M&W cancels the booking after 48 hours prior to the scheduled day of arrival, M&W's liability will be limited to a complimentary voucher for one night's accommodation at M&W's rate which applies at the time that the booking was made.

7.7 In the unlikely event that M&W does not, for any reason, have the required number of accommodations available as per the booking, the Company reserves the right to relocate the Client to alternative accommodation of a similar standard in the same locality. The extra and reasonable accommodation expenses incurred for equivalent accommodation (for the first night only) shall at the Company's discretion be paid by the Company. The acceptance of this alternative accommodation by the Client (which does not release the Client from its obligation to make payment to M&W in respect of the booking) shall be in lieu of all other liabilities or obligations which are hereby expressly excluded. The Client acknowledges that neither the Company nor M&W accept any liability for any loss or damage suffered by or caused to the Client in consequence of the relocation of the Client.

7.8 Cancellations and amendments for bookings made online can be made via email to alexia@macandwild.com. When the booking is confirmed, a reservation number will be supplied. This must be retained for access to the booking in the event of the need for cancellation and/or amendment.

8. PAYMENT

8.1 Settlement of the bill in full must be made upon booking, any additional charges and fees must be made prior to departure from M&W.

8.2 Upon booking M&W reserves the right to request pre-authorisation of the Client's credit or debit card.

8.3 All major credit and debit cards are accepted. Personal cheques are not accepted. Company cheques are not accepted without prior clearance. Accounts may only be forwarded for payment on completion by the Client and formal acceptance by M&W of an application for credit facilities, which may be withdrawn at any time. Credit facilities are not offered to private individuals.

8.4 All additional charges and fees are due for payment on presentation of the invoice. In the event of any query relating to the invoice, the Client must notify M&W within 7 days of the invoice date and the Client's obligation to pay all outstanding balances immediately will not be affected.

9. USE OF HOT TUB

9.1 The Client accepts that there are special risks involved in the use of the hot tub. The Client is aware there are potential dangers to children who are not carefully supervised, as well as any person using a hot tub for too long or if a person has health risks, is intoxicated, using any kind of drugs or medication, or pregnant. The Client agrees to waive any claim whatsoever against M&W for accidents or injury arising from use of the hot tub not due to M&W negligence. The Client agrees that they are responsible and liable for any damages that occur to the hot tub through the Client, its' guests, employees, representatives, invitees or contractors misuse or negligence.

9.2 No child age 5 years and under will be permitted in the hot tub and children aged 15 years and under must be accompanied in the hot tub by an adult at all times.

10. CHILDREN

10.1 Children aged 15 years and under must be accompanied by a responsible adult at all times to ensure that the children's safety.

10.2 At the discretion of M&W, children may be excluded from certain events or promotions where deemed unsuitable or inappropriate.

10.3 M&W accommodation consists of tents atop a Land Rover and provides access to a hot tub on premises, so parent's discretion is advised as to whether they are suitable for your child.

11. ROOMS FOR DISABLED GUESTS

11.1 As M&W accommodation consists of tents atop a Land Rover, this accommodation may not be suitable for disabled guests.

12. DOGS AND OTHER PETS

12.1 M&W does accept pets, however no pets are permitted inside of the accommodation. Should any evidence that pets were let into the accommodation be found, M&W may terminate the

booking, stop any event immediately and / or ask the Client to vacate the Hotel premises immediately without being liable for any refund or compensation. Additionally, the Client agrees to pay a £100.00 fee to cover the cost of the additional cleaning.

13. BEHAVIOUR

13.1 M&W reserves the right to judge acceptable levels of noise or behaviour of Clients, Guests or representatives, who must take all steps for corrective action as requested by M&W.

13.2 In the event of failure to comply with management requests, M&W may terminate the booking, stop any event immediately and / or ask the Client to vacate M&W premises immediately without being liable for any refund or compensation.

13.3 All accommodation at M&W have been designated non-smoking. Should you choose to smoke in your accommodation M&W may terminate the booking, stop any event immediately and / or ask the Client to vacate M&W premises immediately without being liable for any refund or compensation. Additionally, the Client agrees to pay a £100.00 fee to cover the cost of the additional cleaning.

14. ILLEGAL SUBSTANCES

14.1 Strictly no illegal substances will be permitted on M&W premises. Should any evidence of illegal substances be found, M&W may terminate the booking, stop any event immediately and / or ask the Client to vacate M&W premises immediately without being liable for any refund or compensation.

15. RIGHT OF REFUSAL

15.1 M&W reserves the right to refuse a Client, Guest or representative entry and accommodation if, on arrival, management reasonably considers that the guest is under the influence of drink or drugs, is unsuitably dressed or is behaving in a threatening, abusive or otherwise unacceptable manner.

16. DISCRIMINATION

16.1 It is the policy of M&W not to discriminate on the grounds of race, colour, nationality, religion, sex, marital status, age, ethnic origin or disability.

16.2 Clients, their employees, guests and all sub-contractors engaged by or on behalf of the Client are expected to adhere to this policy and M&W may, without incurring any liability to the Client, remove from M&W any person or persons offending against this policy.

17. EXTERNAL PURCHASES

17.1 External purchases are permitted and a cooler box will be provided for storage of these items.

18. COMMENTS AND COMPLAINTS

18.1 Any comments or complaint regarding M&W should be made to the General Manager at the time of visit so that the matter can be resolved immediately. Alternatively, write within 7 days to the General Manager at maddy@macandwild.com.

19. STATUTORY REQUIREMENTS

19.1 M&W is subject to statutory controls, including those relating to fire, licensing, entertainment, health, hygiene and safety. These must be strictly observed by Clients, their guests and representatives.

20. LIABILITY

20.1 Other than for death or personal injury caused by the negligence of M&W, M&W's liability to the Client is limited to the price of the booking.

20.2 Unless M&W is liable under the above condition 19.1, the Client indemnifies M&W from and against any and all liability and any claims, proceedings or damages resulting or arising from the booking, event or function, the Client, guests or any outside contractors of the Client.

20.3 M&W will not be liable for failure to perform to the extent that the failure is caused by any factor beyond its reasonable control.

20.4 M&W does not accept any responsibility for the Client's personal property nor those of its guests, employees, representatives, invitees or contractors including gifts, presents, seminar, conference, exhibition, or other corporate presentation material or such other items brought by the Client, its employees, Guests, representatives, invitees or contractors to M&W (cumulatively referred to as the "Client's Property"). M&W may, at the request of the Client, provide personnel to assist in carrying, directing, placing, installing or setting up (as the case may be) the Client's Property. M&W will not assume custody or control of such articles, which remain on M&W premises at the owner's risk. In such an instance, the Client acknowledges and accepts that the Client shall remain responsible for the Client's Property and shall not hold M&W liable in any manner whatsoever.

20.5 The Client is responsible for any damage caused to the allocated accommodations, its furnishings, utensils, fixtures and fittings and equipment in such accommodations by any act, omission, default or neglect of the Client, its guests, employees, representatives, invitees or contractors and shall pay to M&W on demand the amount required to make good or remedy any such damage.

20.6 Clients should ensure that valuables are covered by the Client's own insurance policy. M&W's liability is limited to the terms of the Hotel Proprietors Act 1956.

20.7 Clients must report any loss of or damage to their property immediately on discovery to M&W's Management and shall make themselves available to assist with any reports made by M&W to the police.

20.8 Clients shall not enter areas of M&W which are indicated as being closed to the public. M&W shall not be responsible for death, personal injury or loss or damage to property suffered by a Client and their Guests in such areas.

21. THIRD PARTY LIABILITY

21.1 Neither M&W nor the Company accept any liability for services rendered by third parties to Clients notwithstanding that such services may be arranged by M&W or the Company.

21.2 Any claim, demand, charge, suit or damages which may be incurred by the Client or their Guests (or any person claiming thereunder) shall be made directly with such third parties and M&W shall render all reasonable assistance in this regard.

22. INSURANCE

22.1 The Client is recommended to have and is responsible for insurance to cover cancellation, curtailment, and loss of baggage, personal effects and money.

23. DISPUTE

23.1 These terms will be construed in accordance with English law and M&W and the Client submit to the non-exclusive jurisdiction of the English courts.

24. INTERNET FACILITIES

24.1 Internet facilities are provided. Where these facilities are available in M&W, the Client acknowledges that there may be disruption to the connection without prior notice and M&W shall not be liable whatsoever for such disruption. The Client further undertakes not to use the facility for any fraudulent purpose or in connection with any criminal offence and in contravention of any license and will indemnify M&W and the Company against any claim, demand, suit, proceeding or prosecution arising therefrom.

25. WEBSITE INFORMATION

25.1 Mac & Wild Events cannot accept responsibility for any errors or omissions and reserve the right to cancel, amend or vary the arrangements featured in the site without notice.

26. ACCESSIBILITY

26.1 Mac & Wild Events is committed to improving accessibility for all customers within our hotel and users of our Internet site. The company undertakes where possible to make all properties "reasonably compliant" with the requirements of the Disability Discrimination Act 1995.

27. COPYRIGHT

27.1 The content of each page of our Internet site is the property of Mac & Wild Events.

No part of our internet site may be reproduced, displayed or republished in any form without prior consent, except that permission is granted to a user to print or photocopy individual articles or entire pages from our Internet site, provided that this is for personal use only.

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