

EVENTS AND RETREATS TERMS AND CONDITIONS

General Terms and Conditions

Thank you for choosing to book hold your event at Elmley Nature Reserve. We look forward to welcoming you to the Reserve.

Definitions

“Elmley” or “we” is Elmley Enterprises Limited, also trading as Kingshill Farm, company number 04180627 and the provider of the Booking under these terms.

“Client” or “you” is the person (or persons) who book the Venue and or the Accommodation (where more than one they are joint and severally liable)

“Reserve” is ECT (Conservation) limited, company number 02207530 and the nature reserve where the Accommodation is situated.

“Accommodation” is the space available for guests in Kingshill Farmhouse, Elmley Cottage, the Studios, or our Shepherds’ Huts or Bell Tents.

“Venue” is Kingshill Farm, Elmley Nature Reserve Sheerness ME12 3RW

“Booking” is the selection of goods and services to be delivered by Elmley to the Client at their Event for the Hire Period and set out on the attached Booking Form.

“Hire Period” is defined in the attached Booking Form.

1. Booking your Booking

By making a Booking you are confirming that you are authorised to do so on behalf of all persons named in the Booking and you are acknowledging that all members of your party agree to be bound by these Terms & Conditions. When your Booking has been made a confirmation will be sent to you by email using the email address that you have supplied. You should retain a copy of this confirmation for your reference. Booking confirmations are subject to the availability of the Venue and any requested Accommodation. You should carefully check the details of your Booking on the Booking Form as soon as you receive it. You must contact Elmley immediately if any of the details are incorrect or incomplete. We will always endeavour to rectify any inaccuracies or accommodate any alterations you wish to make to your Booking. We cannot accept liability for any inaccuracies that are not brought to our attention within seven days of issuing your confirmation, nor can we accept responsibility for inaccurate information that you have supplied.



All additional or special requests are subject to availability. Any additional requests made should be prior to your arrival, giving reasonable advance notice.

Additional guests or visitors. The Venue and the Accommodation booked is only permitted to be used by the number of guests agreed in the Booking form. Where your Booking is priced 'per delegate', this will include a minimum number of attendees. If fewer than the minimum number attend the event, the price will not be reduced. If additional guests use the property Elmley reserves the right to make an additional charge. No additional people should visit the Reserve, the Venue or the Accommodation even for the daytime without the explicit written agreement of Elmley and charges may apply.

2. Paying for your Booking

All Bookings (whether made via the Elmley website or by telephone or email) must be guaranteed with a non-refundable 30% booking deposit. Payment of the booking deposit will indicate acceptance in full of these Terms and Conditions.

The remaining balance will be invoiced 6 weeks prior to your arrival. This includes any additional costs arranged. At this stage you will be required to confirm final details such as guest numbers and spaces. We do not allow any reductions or deductions from guest numbers or services from this point, but the Client is able to add additional guests or services, subject to availability. Any additional items will be invoiced and must be paid prior to the Event start date.

All payments are taken via BACS as detailed on the invoice

If payment is not made in full and within time the Booking may be suspended and payment in advance may be required before the Booking may continue. If payment is not made on time, Elmley reserves the right to charge interest at the rate prescribed by the Late Payment of Commercial Debt (Interest) Act 1998 from the date payment was due until the date payment is made.

3. Cancellations or Postponements

By the Client: You must contact Elmley on the details provided in your booking confirmation to cancel or postpone your Booking.

-Cancellations- Cancellation must be given to Elmley in writing. If you cancel at any time the deposit payment is non-refundable. If your cancellation is also within 6 weeks of your confirmed Event date in addition the remainder of the balance of the price as set out in the Booking Form will be due ie: the Client will be liable for the full price of the Booking. Please note clause 2 above regarding reduced numbers.

-Postponements- Should you wish to amend the date of your confirmed Event date, we require at least 6 weeks' notice prior to your arrival date. Date postponements will incur the deposit loss, and any subsequent date changes for the Event will incur an admin fee of £200.00 to cover our time in dealing with the postponement, along with the new date deposit loss. Any change of date for the Event is subject to our availability and may only be postponed to a new date within 12 months of the original Event date. Please note that prices may change between dates.



By Elmley In the unlikely event that we are unable to accommodate a confirmed reservation for an Event it may be necessary to offer an alternative date or location within the Venue for the Event of an equal or a superior standard. If at any time we need to make changes that will significantly affect the Event or we need to cancel the Event, we will tell you as soon as possible, offering a suitable alternative or a refund of fees paid. This does not apply to minor changes during your Event, resulting from unusual or unforeseeable circumstances beyond our control.

Elmley may cancel your Booking as a result of your failure to comply with any requirement of our Booking Terms & Conditions, and we are not liable for any expenses, costs or losses incurred by you as a result of any change or cancellation by us. If a guest or a member of your party behaves in a way that causes or is likely to cause danger, upset or distress to a third party or to Elmley, the wildlife or guest property, we are entitled, without prior notice, to curtail the stay and request that the person(s) concerned leave Elmley. No refunds or return travel arrangements will be made and we will not pay any expenses or costs incurred in any circumstances.

4. Insurance and Liabilities

Clients are responsible to Elmley for any damage to property or theft of property caused by the Clients, their guests, agents or employees. Elmley holds appropriate insurance cover for the property and its use as an event space and or short stay accommodation.

For Clients who hire for business use: you will need to have public and or employers liability insurance cover valid at the date of the Event to a minimum policy cover limit of £5m and provide a copy of such insurance cover to Elmley at their request.

For Clients who hire for personal and private use, insurance is advised but not required.

Elmley will use reasonable care and skill in providing the Venue, Accommodation and any goods or services. Where any valid claim in respect of the good or services provided by Elmley the Client may be entitled to a refund of the price paid, or a portion of the price paid. Elmley's liability in respect of any loss of good will, loss of business, loss of profits, loss of anticipated savings, loss of use or for any other consequential, special or indirect loss or damage will be NIL. Nothing in these Terms will exclude or limit liability for death or serious injury caused by Elmley's negligence.

If Elmley are limited or hindered from providing any facility booked by the Client due to circumstances beyond its control eg: Government intervention, Acts of God, civil disturbance, war, national or local disaster, strikes, labour disputes, epidemic or pandemic, then the liability of Elmley to the Client shall not exceed the amount paid by the Client to Elmley in respect of the Booking. The non-refundable booking deposit shall not be repaid (being an approximation of the value of goods or services already rendered) and (where the value of the goods or services already delivered to the Client is greater than the value of the booking deposit) we shall be entitled to be paid additionally for all goods and services delivered to the Client up to that point. Elmley will not be liable for any additional losses suffered by the Client in such circumstances.



5. Third-party suppliers

Elements of your Event may include services supplied by third parties (for example, massage, yoga). These will be set out on the Booking Form, if applicable, and arranged by Elmley and added onto the balance invoice

Third party suppliers are to be booked by Elmley, as part of the event.

No third party suppliers may be arranged directly without prior consultation.

6. Out of Hours services

Outside of regular operating hours, Elmley staff will be on call only. It is the Client's responsibility to ensure guests are aware of the nature of our Reserve and Venue or Accommodation and our Code of Conduct, and to act responsibly.

7. Security Deposit

We require a security deposit for your Event of £1000 upon arrival for your event. This security deposit to be preauthorised on your arrival. We expect all of our facilities used to be left as you have found them. Any damage found at the Venue or Accommodation will be the responsibility of the Client and will be chargeable from this security deposit within 14 days of the Event.

8. Confidential Information and Data Protection

Elmley will keep any confidential information or personal data supplied confidential and secret, and only use it for the purposes of supplying the goods and services at the Event, or otherwise making proper use of the Venue. It will share personal data only with its suppliers where it is necessary for the Booking, and to deliver the goods and services contracted to be provided. Each party recognises and accepts its obligations with regard to the control and the processing of personal data under the current data protection legislation and regulations. For more information on this, please see our Privacy Notice on our website at <https://www.elmleynaturereserve.co.uk/privacy-policy>

9. Jurisdiction

These terms and any dispute arising from them shall be governed by the laws of England and Wales.

Please see our website for our Code of Conduct for overnight guests

