

Holidays for Horses

TERMS & CONDITIONS

For

The Stables

Agreement

The current version of these Terms & Conditions is available at www.holidaysforhorses.com

The making of a booking (unless cancelled within 7 working days of receipt of the Booking Deposit Payment) will form an agreement on the current version of the Terms & Conditions (the '**Agreement**') between the horse owner (the '**Owner**') and Holidays for Horses for the rental of a Stable or Stables (the '**Stable**') shown in the Email Booking Request.

An Email Booking Request is made when a provisional booking is made at either The Cottage as detailed below.

Holidays for Horses permits the Owner to occupy the Stable for the period shown in the Email Booking Request together with the reasonable use of the facilities provided as detailed in these Terms & Conditions.

The Owner will be responsible for all payments and for any damage whether caused by the Owner or his or her horse or pony ('**Horse**') or party as detailed below. References to '**party**' in these Terms and Conditions will include the Owners family, agents, guests and any Horse that is brought to the stables or facilities (references to '**facilities**' in these Terms & Conditions include the Stable, arena, yard, hard standing and parking areas, the turn out paddock, barn, horse walker, solarium, feed room, rug room, tack room, barn, shower room) by the Owners or their party.

The Owner is advised to make his or her party aware of the current Terms & Conditions.

The Owner and their party agree that they will be responsible for the welfare of their Horse and their own Health & Safety and for that of their Horse. Instruction will be given on the safe use of the Facilities and if the Owner or their party are unsure of how to use any of the facilities they should contact Julian Wood on 01248 490011 or 07740 02 56 55.

Holidays for Horses will ensure that the facilities are kept in good order and that equipment is compliant with relevant regulations and Health & Safety Law.

Booking

A booking for a Stable can only be made in conjunction with a booking at The Cottage at www.whitebeachholiday.co.uk Separate Terms & Conditions apply for bookings at that property and are available on the web site.

Booking Payment

A booking for a Stable will become firm when an email 'Booking Request' has been made and a payment of at least 25% of the rental price (rounding up to the nearest pound sterling) has been received by Holidays for Horses and the Visitor has received an email 'Confirming the Booking'. Up to that time, subject to an Email Booking Request having been received, it will be a provisional booking, and provisional bookings are not held.

Stable Price

The price for a Stable is £15.00 per night with a minimum stay of 3 nights.

Damages Deposit

A £25.00 deposit is required for each stable to be paid no later than 14 days before the start of the holiday, which will be held in part, or in whole towards the cost of making good any damage, loss, claims and liabilities as detailed in these Terms & Conditions.

Non-Payment of the Damages Deposit

If the damages deposit is not paid in full by the due date, with regret, this will be treated as a Cancellation by the Owner. A 100% cancellation charge will be payable. Holidays for Horses will endeavour to re-book the Stable and, if successful for the whole or part of the period, will refund the relevant proportion of the money paid less £10.00, to cover office administration.

Payment

All payments can only be accepted in Pounds Sterling and paid by either Cheque, BACS, CHAPS or the following credit and debit cards; American Express, MasterCard, Maestro, Visa, Visa Debit and Electron. No charges will apply for the use of these cards

Final Payment

The full balance of the total rental cost will be payable no later than eight weeks (2 months) before the holiday begins.

If the Final Payment is not paid on time, Holidays for Horses will cancel the booking, in which case the Booking Payment will be forfeited.

Price Revisions

Holidays for Horses will not increase the price of a holiday once the booking has been confirmed.

Cancellation

The reservation may be cancelled at any time by the Owner, by giving Holidays for Horses notice in writing. A 100% cancellation charge will be payable. On receipt of the written cancellation, Holidays for Horses will endeavour to re-book the Stable and, if successful, for the whole or part of the period, will refund the relevant proportion of the money paid less £10.00 to cover office administration.

Holidays for Horses Right to Refuse/Alter

Holidays for Horses reserves the right to refuse any booking.

Holidays for Horses reserves the right to cancel or alter arrangements made for the Owner whether before or during the relevant visit (a) in any circumstances which arise from or is attributable to acts, events, omissions or accidents beyond the reasonable control of Holidays for Horses or (b) when, in the reasonable opinion of Holidays for Horses, it is necessary to perform or complete essential remedial or refurbishment works. If a booking has to be cancelled by Holidays for Horses, Holidays for Horses will return to the Visitor the relevant proportion of the money paid by the Visitor to Holidays for Horses in respect of the Stable and will not otherwise be liable for any loss caused by cancellation or alteration.

Change of Booking

There will be a fee of £10.00 for any transferred booking, and bookings may not be transferred within one month of the Visitor's holiday, or from one calendar year to another. If the transfer requested also involves reducing the length of the holiday, it will be regarded as a cancellation.

Refund of Damages Deposit

The Damages Deposit, assuming there are no claims for any damage, loss or liabilities as detailed in these Terms & Conditions, will be refunded, less any deductions for telephone charges, turn-out, haylage, shavings or other charges, within 7 days from the day of your departure by your preferred method of repayment; either onto the credit or debit card used for the holiday payments or into your bank account by BACS. No charges apply for this service.

Health & Safety

The Stables, the yard and the facilities are strictly non-smoking areas.

No glass of any kind is allowed on the yard, the Stables or any of the facilities.

Telephone

The Visitor is liable for any charges for telephone calls made on the Tack Room telephone, the number for which is 01248 490017, during the period of your holiday. These payments will be deducted in part or in whole from the damages deposit. In the event that the usage of the telephone exceeds the amount of the damages deposit and/or the damages deposit has already been returned before the invoices from BT have been received by us, The Visitor agrees to pay the amount/balance owing, within 7 days of notification.

Visitor Stable Accommodation Limitation

Occupation must be limited to the maximum number of one horse per stable and a maximum of five horses can be stabled at any one time.

Joint Bookings

The booking should be made in one name only and that person (**The Owner**) shall not, without the written consent of Horses for Holidays, assign the booking.

Services

The price for each stable will include all charges for water and electricity, the use of the wheel barrows and mucking out equipment. A feed bucket and automatic watering bowl are provided in each stable.

Fodder and Bedding

Timothy or the equivalent high fibre haylage and Ryegrass Haylage can be purchased at £7.50 per bale and Snowflake shavings can be purchased at £9.00 per bale.

Hay or straw cannot be provided and if The Owner wishes to use either of these products, they must bring their own supply with them.

At the start of your holiday, there will be a stock of 10 bales of Timothy haylage and 10 bales of Ryegrass haylage and 10 bales of Snowflake shavings. The first of shavings bale will have been opened and put in the stable(s) ready for your arrival.

You will be charged for the amount of each product used during your stay.

Use of Stables

The rubber matting on the floor in each stable allow liquids to go straight through them and drain away so a deep litter bed is not required as the mats are incredibly comfortable for a horse and not at all hard.

Only put a scattering of shaving to enable Horse to stale, the more shavings the less effective the drainage of the mats.

A charge will apply if a guest decided to use a deep litter bed or a bed with more than ½ bag of shavings in it. The charge is £5.00 per night per stable per bale of shavings.

The rubber walls help prevent casting.

Mucking out equipment is provided and only the plastic implements provided should be used on the rubber matting.

Turn Out

Turn out will only be allowed by prior consent and when the weather is suitable. Horse are not allowed to be turned out overnight and the Owner is responsible to ensuring they are confident their horse will be contained in the field which has post and rail fencing.

Electric fencing is used to protect the post & rail fencing and to separate the field from the hard standing areas.

The Owners is to ensure any dropping are collected from the field.

Security Camera's

Each Stable has a security camera and there is also a security camera on the yard. The Owner or a member of his or her party must not interfere with the cameras in any way or use or the control box which is stored in the Tack Room.

If the Owner wishes to observe their own Horse or Horses on camera from their laptop or mobile phone, they should download the Alien DVR app and a device name and the password will be given on arrival.

Use of The Tack Room

There is sufficient designated storage for the Owner to store one saddle, bridles, head collars and tack. Tack and saddles belonging to other owners and Julian Wood is also stored there and care must be taken to ensure the Tack Room is secure at all times when the Owner is not on the yard.

The insurance for Julian Woods tack and equipment would be void if loss or damage occurred due to doors not being properly secured.

The Owner is not allowed to use or borrow tack, feed or any other items under any circumstances whatsoever unless explicit consent is given.

Tea and Coffee have been provided in order to enhance the facilities.

Use of The Rug Room

There is sufficient designated storage for each Owner to store three rugs on one rug rack.

Use of The Feed Room

There is a designated storage of one section in a four section feed bin for each Owner.

Use of The Barn

The shavings, haylage and wheel barrows and mucking out equipment are stored in the barn.

Use of Horse Shower

The Horse Shower has been provided to enhance you and your horses experience at The Stables.

Appropriate instruction will be given before you use the shower.

Please ensure your horse is properly tethered before using the shower and that you position the shower in such a way that it is not damaged by the horse standing on it or moving in such a way as to break it.

The shower needs to be put away after use and turned off.

Use of The Horse Solarium

The Horse Solarium has been provided to enhance you and your horses experience at The Stables.

Appropriate instruction will be given before you use the shower.

Please ensure your horse is properly tethered before using the solarium using both lead ropes.

The lead ropes are there to try and prevent your horse rearing up. Your horse could seriously damage the solarium and itself if it reared up.

It would be unwise if you allowed your horse to use the solarium if you considered that your horse may be at all likely to rear up.

Under no circumstances whatsoever is a horse to be left unattended in the solarium.

Be careful that your horse doesn't overheat under the solarium.

You can groom your horse in the solarium.

Please ensure the solarium is turned off after use.

Use of The Horse Walker

The Horse Walker has been provided to enhance you and your horses experience at The Stables.

Appropriate instruction will be given before you use the Horse Walker.

Under no circumstances whatsoever is a horse to be left unattended on the Horse Walker.

Use of The Arena

The Arena has been provided to enhance you and your horses experience at The Stables.

Please ensure any droppings are collected from the arena and gates are locked upon exit.

Horses are not allowed to be free reigned in the arena or left unattended.

Please note that there is a privet hedge around the inside boundary of the arena, privet is poisonous to horses.

Loss of Visitor Property

Except as indicated below, Holidays for Horses cannot be held responsible for loss or damage to them or their Horse or any belongings or for injury sustained by the Owners or their Horse or members of his or her party during their stay at the Stables. Holidays for Horses excludes liability for loss or damage to any belongings, or for death or injury sustained to the Visitor or their Horse or members of his or her party during their stay at the Stables except to the extent that such injury or loss or damage to any belongings is caused by the negligence or wilful default of Holidays for Horses or where such exclusion or limitation or liability is prohibited by law.

The Owner shall be liable for, and indemnify Holidays for Horses against any liabilities, damages, claims, costs. The Owner shall also be liable for any losses (whether direct or indirect and including loss of profits) and expenses incurred or paid by Holidays for Horses arising from the Owners use or occupation of the Stable, which arise from any breach by the Owner or his or her obligations under this Agreement or from any negligence or wilful default of the Owner and/or the Owner's party.

Visitor Obligations

The Owner agrees to notify Holidays for Horses of any change of the information provided on the Booking Request such as home address, contact telephone numbers and email address.

The Owner undertakes to keep the Stable and all the facilities in the same state of repair and condition as at the commencement of the booking period (reasonable wear and tear excepted) and shall pay to Holidays for Horses the value of any part of the Stables and or the facilities so destroyed or damaged as to be incapable of being restored to its previous condition. Breakages and damage must be reported as soon as possible.

An up to date Inventory is included in the Owner Information, which lists each item contained at The Stables along with its condition.

The Visitor must not use the Stables and or its facilities or allow its use for any dangerous, offensive, noisy, illegal or immoral activities, or carry on there any act that may be a nuisance or annoyance to White Beach Stud or White Beach Farm or to any neighbours.

The Owner and his or her party must comply with any reasonable regulations relating to the Stables and its facilities of which the Owner has written notice. Such regulations can be found in the Horses for Holiday folder in the Tack Room.

The Owner and his or her party must not do anything, or permit anything to be done, that would, or may result in the insurance of the Stables and its facilities becoming void or voidable or the premium on it being increased.

The Owners and his or her party confirm that third party insurance is in force in respect of the Horse.

Cleanliness

The Visitor and members of his or her party are asked to leave the Stables and facilities as they found them, clean and tidy. Holidays for Horses reserves the right to make a charge for extra cleaning if the stables are not left in a satisfactory condition. This charge will be deducted in whole or in part from the damages deposit.

Horses for Holidays will power hose and disinfect each Stable after the departure of the Horse.

No Clean Departure

There is a £15.00 charge per Stable if an Owner wishes leave the cleaning to us on the day of their departure.

Water and Electricity Supply

Holidays for Horses cannot accept responsibility for shortage of water and electricity to and at the Stables and its facilities for any reason outside of Holidays for Horses reasonable control (reasonable control would be for example; failure to pay a utility invoice resulting in disconnection).

All services at the Stables and its facilities are maintained to the highest of standards, in the event of a fault, the Owner must notify Holidays for Horses immediately and under no circumstances must they or their party attempt to remedy the fault themselves.

If a repair is required, the relevant qualified engineer will be called out and the fault will be repaired as soon as possible. Holidays for Horses cannot be held responsible for the loss of any or all services during this period and will endeavour to make the Owner and their Party as comfortable as possible. However, in the event that the fault cannot be repaired within 12 hours from when it was first reported and the Owner and their Party cannot continue to accommodate their horse at the Stable, Holidays for Horses will refund, in full, the balance of the remaining period of the holiday from the day the fault was reported.

Weather

If the stables becomes inaccessible due to bad weather, Holidays for Horses will take reasonable steps to inform the Owner.

Advance Bookings

The Cottage can be booked well in advance. It is advisable to book early to avoid disappointment, particularly over school holiday periods.

Comments/Complaints

Every reasonable care will be taken to ensure that the Stables and all the facilities is presented to Owners to a high standard. Should the Owner find on arrival that there is a problem, or cause for complaint, the Owner should immediately contact Julian Wood on the contact telephone number provided, reasonable steps will then be taken to assist the Owner.

Holidays for Horses will not normally make any refunds in respect of complaints made after the Visitor's departure from the Stables if the Visitor did not make the complaint or the problem know to the local contact during the holiday.

If the Owner wishes to comment on his or her stay, a comment/suggestion form may be completed and returned to the local address given, or alternatively to the address below. All complaints made after the Owners departure must be made in writing, either by mail or by e-mail to Holidays for Horses.

Stables Closure

On rare occasions, the overall management of Holidays for Horses Stables and facilities may mean that that they have to be temporarily withdrawn from use. There will normally be substantial noticed of this. However, if these circumstances lead Holidays for Horses to cancel, modify or alter an advance booking then the 'Holidays for Horses Right to Refuse/Alter' clause will apply.

Arrival and Departure Times

Adherence to the arrival and departure times forms part of the Agreement and any stay that extends over this period will be subject to a charge being made for additional days.

Arrival time for the Stable is 14.00pm on the first day of the holiday and Departure time for a Stable is 11.30am on the last day of the holiday, unless otherwise agreed between the Owner and Holidays for horses. The arrival and departure times for the Stables are different to the holiday accommodation so please ensure you adhere to the Check-In and Check-Out times for The Cottage being 15:00 for check-in and 10:30 for check out.

Keys

On arrival, the Owner will be issued with a set of keys to the Rug Room, the Tack Room, the Feed Room and the Barn as well as keys for the gate locks, a total of 4 sets of keys are available. The Visitor must return the keys on the last day of the Holiday Period or the date of departure, if earlier. Failure to do so will incur the cost of a new locks and sets of keys.

Please ensure that keys are kept safe at all times and that all doors and gates are kept locked when you are not on the yard.

Rural Way of Life

The Stables are located in an Area of Outstanding Natural Beauty (ANOB), which also incorporate areas of Special Scientific Interest (SSIs) and any action by the Owner and his or her party that interrupts or endangers these and/or the livelihood of others authorised to use the Stables and its facilities and/or the surrounding land and buildings belonging

to White Beach Holiday, White Beach Stud, White Beach Farm and/or its neighbours will constitute a breach of the Agreement by the Owner. The Visitor and his or her party must observe good countryside practise by only using public footpaths or bridleways over land, not climbing over gates and leaving them as they find them, ensure they protect plants and animals, not allowing dogs to foul without cleaning up afterwards, keeping dogs on a leash to protect wildlife and livestock, ensure no litter etc. is left unless in designated litter bins. More information is available at www.countrysideaccess.gov.uk

Right to Evict

Holidays for Horses reserves the right to evict the Owner and horse and his or her party (without compensation being payable to the Visitor or any member of his or her party) if this is deemed necessary by Holidays for Horses; for example, should complaints be made of anti-social behaviour, unreasonable breakages, the obligations in these Terms & Conditions are not observed or damage occurs, smoking restrictions are not observed, the Stables and its facilities is being otherwise misused or there is a material breach by the Owner or his or her party of the Agreement.

Non-Waiver

The non-exercise by Holidays for Horses of any of its rights under the Agreement in any particular incidence of breach or default by the Visitor shall not constitute a waiver by Holidays for Horses of such a right in that or any subsequent incidence.

Notices

Notices shall be sufficiently served if sent by pre-paid first class recorded delivery letter to the address appearing in the Email Booking Confirmation or such other address as each party may from time to time have communicated in writing to the other. Any notice to be served on the Owner under the Agreement may be given during the Holiday Period by delivery through the letterbox or putting under the front door of the Accommodation and shall be deemed to have been received upon the expiration of 24 hours after service of such a notice.

Severance

If any provision of this Agreement is held by any competent authority to be invalid or unenforceable in whole or in part, the validity of the other provisions and the remainder of the provision in question shall not be affected.

Right of Third Parties

Except for Holidays for Horses, a person who is not a party to the Agreement may not enforce any of its terms under the Contracts (Rights of Third Parties) Act 1999.

Headings

The headings in this document are included only for convenience, and do not affect the meaning of the clauses to which they relate.

No Tenancy

The Agreement is for the Holiday Period and is not intended to create the relationship of Landlord and Tenant between the Owner and Holidays for Horses. The Owner shall not be entitled to a tenancy, or any statutory protection or other statutory security of tenure now or upon termination of the Agreement.

Governing Law

The construction, validity and performance of the Agreement shall be governed by the law of England and Wales, and both parties submit to the exclusive jurisdiction of the Courts in England and Wales.