

Shining Cliff Centre CIC Terms and Conditions.

Please ensure you read and fully understand these booking terms and conditions. If anything is unclear, please contact us so we can explain in further detail to avoid any misunderstandings.

In these terms and conditions, the following terms have the following meanings:

'Accommodation' means the bedroom/sole use hostel/Beech Hut that is referred to in the booking confirmation.

'Agreement' means the agreement between Shining Cliff Centre CIC and the lead booker for the rental of accommodation on these terms and conditions.

'Shining Cliff Centre CIC' means the company Shining Cliff Centre CIC whose registered company address is 1 Main Road, Whatstandwell, DE45HE.

'Lead booker' means the person named in the booking confirmation.

'Guests' means the other persons using the accommodation booked by the lead booker for the date specified in the booking confirmation.

'Individual room bookings' refers to booking one of the 5 bedrooms in the hostel that is referred to in the booking confirmation.

'Sole use' means the lead booker and guests have booked the entire hostel for their own use.

Bookings are subject to the following terms and conditions:

1. Agreement.

- 1.1. A contract between the lead booker and Shining Cliff Centre CIC will come into existence when the deposit or full payment is received, and a booking confirmation is issued showing the confirmed holiday dates.
- 1.2. The deposit/full payment must be paid within 3 days of the booking being placed.
- 1.3. The contract binds you (the lead booker) & all the members of the party who are part of the booking. It is your responsibility to ensure that all members of your party accept the terms of the contract set out in these terms & conditions. Failure to disclose all relevant information or comply with these terms may lead to termination of the contract & loss of the booking.
- 1.4. The lead booker is responsible for assessing the risks of being in the woodland environment, using the hostel and/or Beech Hut and the associated outdoor areas. It is your responsibility to ensure all guests are aware of the risks identified in the assessment and to comply with the measures and safety precautions identified.
- 1.5. You must not use the property except for the purpose of a holiday or work event.

2. Price Changes

- 2.1. The booking confirmation will show the hire price at the time of booking. **The hire price is subject to change in the event that the price is increased during a pricing review (which will take place every Spring to take effect in the following calendar year).**
- 2.2. In the event of a change in the hire price, the lead booker will be informed in writing as soon as possible. Shining Cliff Centre CIC will then ask the lead booker to confirm whether they wish to continue the booking at the new price, or whether they no longer wish to continue with the booking. The lead booker will be entitled to a full refund if they wish to cancel their booking in this circumstance.
- 2.3. If Shining Cliff Centre CIC has not heard back from the lead booker within 4 weeks of notification of the price change, it will contact the lead booker again to notify them, if no response from the lead booker within a further 4 weeks, Shining Cliff Centre CIC has the right to terminate the booking and will only be liable for returning the 20% booking deposit.
- 2.4. It is important that the lead booker notifies Shining Cliff Centre CIC of any changes to the lead booker contact details. Please notify Shining Cliff Centre CIC by emailing shiningcliffhostel@yahoo.com or calling Kate Tuck on 07794 268059.

3. Booking and Payment Terms

- 3.1. We require the name, contact phone number and address of the lead booker and the number of guests.
- 3.2. A 20% non-refundable deposit of the full booking cost is payable at the time of booking.
- 3.3. Bookings made less than 56 days before your arrival date must be paid in full on booking.
- 3.4. The balance must be paid no later than 56 days before the commencement of your holiday. If the balance is not received by the due date, then your booking will be treated as a cancellation. Shining Cliff Centre CIC will notify you in writing within 14 days of the payment due date that your booking will be treated as a cancellation and the cancellation charges below will apply within 3 days of notification. Please get in touch before the final balance due date if you need to extend the payment date.
- 3.5. A booking is effective from payment of the 20% non-refundable deposit (or full payment if the booking is made within 56 days of the arrival date). Up until that time it is considered a provisional booking which can be held for up to 7 working days.

4. Cancellations and change of bookings

- 4.1. All cancellations must be notified in writing and once received we will confirm the cancellation.
- 4.2. The customer remains liable for the following percentage of the booking cost when a cancellation is received:
 - Cancellation received more than 56 days before arrival date = 20% of total booking cost.

- Cancellation received 0-56 days before arrival date = 100% of total booking cost
- 4.3. If we are successful in getting a replacement booking, we will refund the total amount paid less a £25 admin fee and any difference in price between your original and the replacement booking.
 - 4.4. All requests to change a booking to an alternative date must be made in writing, no bookings can be transferred any less than 16 weeks before the arrival date. It is at the discretion of Shining Cliff Centre CIC to accept a request to transfer a booking. A £25 admin fee will be charged for any transfer of booking date.
 - 4.5. We strongly advise that you take out comprehensive travel insurance to cover cancellations. If you choose not to, then you accept responsibility for any loss that you may incur due to your cancellation.
 - 4.6. If your booking is cancelled due to circumstances beyond our control, notification will be given of the cancellation as soon as possible and we will promptly refund all payments made to us for your booking. Our liability for cancellation will be limited to payments made to us.

5. Maximum visitor numbers.

- 5.1. The maximum number of persons occupying the property must not exceed 20 persons and only those listed on the booking form can occupy the property. If you wish to invite additional visitors to visit you during your stay, please ask us first in writing.
- 5.2. Please be advised that no extra overnight visitors are allowed to stay at the hostel, and no-one is allowed to use the Beech Hut for overnight accommodation.

6. Individual room bookings

- 6.1. An individual room booking includes private use of the bedroom named on the booking confirmation and shared communal use of the self-catering kitchen, bathrooms, lounge, dining room, garden area and hostel outdoor meeting circle.
- 6.2. Due to the nature of our building, we aim to ensure the comfort and enjoyment of ALL of our guests, so we reserve the right to decline an individual room booking without giving a reason.
- 6.3. Guests are expected to be quiet between 9pm and 8am in the communal areas, bedrooms and hostel grounds.
- 6.4. Guests must behave considerately towards other hostel users, this includes, but is not limited to, keeping communal areas tidy and clean, ensuring the front door key is always left in the key safe so guests can access the hostel, keeping doors and windows shut when leaving the hostel.
- 6.5. Use of the outdoor meeting circle area is shared between all guests staying at the hostel.
- 6.6. The lead booker will be notified on booking by Shining Cliff Centre CIC if there will be a hostel warden present during their stay. If there will be no warden present on the booking date(s), the lead booker will be given the opportunity to cancel their booking within 3 days of notification from Shining Cliff Centre CIC with a full refund of any payments made towards the booking.

7. Sole use bookings

7.1. A sole use booking includes use of the outdoor hostel gathering circle area, garden area and the hostel.

7.2. Shining Cliff Centre accepts the following types of groups:

- Friendship groups – a group organised by one or more persons on behalf of a group of friends/acquaintances.
- Family groups – a group consisting of family members
- Organised groups – a group where an umbrella body/leader is arranging the booking, such as, but not limited to the following:
 - Educational groups – participants and/or trip organisers are from an educational setting.
 - Youth or faith-based groups
 - Voluntary or community organisations
 - Student Union Society
 - Retreat groups
 - Training organisations

7.3. The lead booker of an organised group or educational group must inform Shining Cliff Centre CIC on booking of their group type. The lead booker will be responsible for ensuring risk assessments have been completed for staying at the hostel or using the Beech Hut, ensuring they have public liability insurance in place and for informing all guests of Shining Cliff Centre CIC terms and conditions. Shining Cliff Centre CIC does not accept liability for the activities undertaken by any type of group.

8. Right to refuse or alter.

8.1. Bookings cannot be accepted from persons under eighteen years of age.

8.2. Shining Cliff Centre CIC reserves the right to refuse a booking without giving any reason.

9. Right of Entry

9.1. We or our representatives reserve the right to enter the property at any time to undertake essential maintenance, repairs or for inspection purposes.

9.2. Tenancies normally commence at 5pm on the arrival date and guests are required to leave the accommodation by 10am at the latest on the day of departure. Failure to do so may result in you being charged a further day's hire.

10. Restrictions on use of naked flames/fires

10.1. No fires are allowed in the hostel grounds. The landowner has 3 dedicated fire pit areas in the woodland, and they must be pre-booked to use; contact grithbookings@googlemail.com to check availability. No fires must be lit in any other area of the woodland.

10.2. Fireworks, Chinese lanterns, campfires, your own fire pits, and portable barbecues are prohibited in the hostel grounds and surrounding woodland.

10.3. Smoking is not allowed in the property. Smoking is allowed outside the buildings and the 2 cigarette bins provided must be used to prevent a fire risk.

10.4. Candles are not allowed inside the hostel building unless they are in a container with a heat proof base and with sides and a lid to ensure they will not fall out if knocked over.

10.4...1. Retreat groups and workshops that use a central candle(s) in the hostel as a part of their group work, that is not left unattended at any time are the only exception to 10.4

10.5. Candles must never be left unattended in any room of the hostel or in the woodland and must be supervised and extinguished by a responsible person.

10.6. The use of candles or any naked flame is prohibited in the Beech Hut

10.6...1. a candle that is part of a groupwork session for retreat groups or workshops is the one exception to 10.6, it must never be left unattended and must be fully extinguished when leaving the Beech Hut.

11. Use of the permanent firepits at the Outdoor Gathering Circles.

11.1. The lead booker is responsible for ensuring they adhere to the following rules for safe use of the permanent fire pits at the Hostel/Beech Hut Gathering Circle areas:

- Designating a responsible person to supervise the use of the fire pit and ensuring it is never left unattended whilst lit, in use, or until fully extinguished and safely cooled.
- Designating a responsible person to take the fire bucket filled with water, the fire blanket and the burns kit from the hostel porch/Beech Hut to the Gathering Circle area when the permanent fire pit is in use and returning them when the barbecue has been safely extinguished.
- Only using the designated permanent fire pit provided, guests are prohibited from bringing their own or from moving the permanent fire pit provided by Shining Cliff Centre CIC.
- Only use the purpose-designed fire pit equipment provided by Shining Cliff Centre CIC.
- Guests can only use commercially produced charcoal on the fire pit, the use of accelerants (e.g. petrol/paraffin) is strictly prohibited.
- Do not dispose of any hot ash, Shining Cliff Centre CIC staff will remove and safely dispose of any ash.
- The campfire must be fully extinguished before leaving the Gathering Circle area.
- The lead booker is responsible for ensuring guests behave responsibly in the Gathering Circle area. This includes, but is not limited to, ensuring any person under the influence of drugs or alcohol does not access the permanent fire pit area.
- The lead booker of organised groups is responsible for creating their own risk assessment for using the permanent fire pit area. Shining Cliff Centre CIC recommends all bookings have their own risk assessment in place for safe use of the permanent fire pit area.
- Following any local fire ban that has been put in place during long periods of dry weather. Shining Cliff Centre CIC will inform the lead booker of any ban in place, it is possible that a ban is put in place during your stay and minimal notice is given.

12. Pets

- 12.1. We only allow 2 dogs maximum with sole use bookings, no other kinds of pets.
- 12.2. Dogs are not allowed with individual room bookings.
- 12.3. Dogs must be booked, and the cost is £10 per dog.
- 12.4. Do not let dogs in the kitchen or bedrooms, or on the chairs.
- 12.5. Guests are responsible for cleaning up after their pets.
- 12.6. Dogs must not be left alone in the hostel or Beech Hut.
- 12.7. Dogs must be under control in the woodland and kept on a lead during bird nesting season (1st March – 31st July).
- 12.8. If the property requires additional cleaning due to excessive dog hair or if dogs have been in the bedrooms, we will charge a £30 fee to cover the extra cleaning costs that will be payable within 7 days of the departure date.
- 12.9. You are responsible for your dog, and you will be charged for any damage caused by your dog, this includes, but is not limited to, damage to paintwork.

13. Damages and security charge

- 13.1. Shining Cliff Centre CIC recommends that guests hold personal insurance for accidental damage and personal liability.
- 13.2. We may ask for a security deposit of £100. In making a booking you accept responsibility for any theft, breakage or damage caused by you, your pets or any member of your party and agree to indemnify us in full for any loss that we may incur as a result. The security deposit will be returned within 7 days of the end of your booking, less the cost of damage/breakages.
- 13.3. Damages and breakages – please treat the facilities & accommodation with due care so that other guests may continue to enjoy them. If you notice something is missing or damaged, please let us know immediately so that we can take the appropriate action. If there has been any damage or breakages during your stay, we would be grateful if you could report them promptly, especially before check-out. The hostel and/or Beech Hut will be inspected at the end of the booking & you may be charged for any loss, damage or extra cleaning costs. These are to be paid for in full within 7 days of notification.
- 13.4. If damage occurs and Shining Cliff Centre CIC must cancel and/or refund subsequent bookings, we may bring a claim against you for any loss arising as a result.

14. Visitor Obligations

- 14.1. Shining Cliff Centre CIC does not accept liability for any guests behaving irresponsibly. Guests are expected to behave in a courteous, considerate way to the public and other guests.
- 14.2. Although guests are permitted to bring alcohol with them, it is expected that guests remain competent to behave safely around the hostel, the woodland and with regard for other people, including guests, the public and staff.
- 14.3. Shining Cliff Centre CIC has zero tolerance towards any illegal substance misuse by guests.

- 14.4. Please do not move any of the indoor furniture, furnishings or bedlinen outside. If you move any outdoor benches or picnic tables, you are expected to replace them in the original positions at the end of your stay.
- 14.5. Guests are expected to follow the reasonable requests made in the Welcome Folder at the hostel and Beech Hut (e.g. to remove all rubbish from the hostel on departure, correct use of the composting toilets, to lock the doors and shut windows when leaving the building)
- 14.6. Shining Cliff Centre CIC reserves the right to make a charge to cover additional cleaning costs if the guest leaves the property in an unacceptable condition.
- 14.7. Please note that if any keys issued are not returned at the end of your stay, then the cost of replacement will be charged to you.
- 14.8. The guest may in no circumstances re-let or sublet the hostel and/or Beech Hut.
- 14.9. Shining Cliff Centre CIC shall not be liable to you or your group for loss or damage to property, however arising.
- 14.10. You are responsible for the supervision of all members of your group under the age of 18 at all times.
- 14.11. Guests are expected to have the appropriate resources to stay in a remote woodland setting, this includes, but is not limited to, suitable footwear and clothing for the terrain and weather conditions and a suitable headtorch if accessing the hostel grounds or woodland in the evenings/night.
- 14.12. Please respect the local community and try to keep noise levels to a minimum, especially between 10pm and 8am.
- 14.13. We reserve the right to terminate your hire agreement with immediate effect where the unreasonable behaviour of the persons named on the booking (or their guests) may impair the enjoyment, comfort or health of others. You'll be asked to leave the property, without any refund of the hire amount paid.
- 14.14. Wi-Fi – the guest agrees to reasonable and lawful usage.

15. Arrival and departure times

- 15.1. Hostel check-out is by 10am at the latest and cars must vacate the car park by 1030 unless a later departure has been pre-agreed in writing –guests are expected to follow the departure instructions provided in the Welcome Folder at the hostel.
- 15.2. Beech Hut check-out is by 4pm at the latest, unless a later time has been pre-agreed in writing.

16. Weather.

- 16.1. Shining Cliff Centre CIC will take reasonable steps to inform the lead booker of forecast bad weather that may make the surrounding rural roads inaccessible. However, Shining Cliff Centre CIC is not liable for guests being unable to access the accommodation due to poor weather conditions and will not offer any refunds in these circumstances.
- 16.2. Shining Cliff Centre CIC provides salt grit at the hostel when low temperatures are forecast. It is the responsibility of the guests to spread the provided salt grit on the paving slab paths around the hostel building to reduce risk of slips and falls.

16.3. It is the responsibility of guests to assess risks of high wind speeds in the woodland and to behave appropriately.

17. Water Supply

17.1. The accommodation has a spring water supply, Shining Cliff Centre CIC cannot accept responsibility for a shortage of water at the accommodation for any reason out of Shining Cliff Centre CIC's reasonable control such as, but not limited to, drought conditions.

18. Car parking

18.1. Shining Cliff Centre CIC accepts no liability for any damage to cars accessing the woodland track from Jackass Lane or using the woodland car park.

18.2. It is expected that guests depart the car park area by 1030 on their departure day. This is to ensure there is enough space for other bookings arriving for woodland sessions/the hostel/the Beech Hut on your departure day. A later departure must be agreed with Shining Cliff Centre CIC in writing.

18.3. Guests are expected to park considerately, to ensure all woodland users booked to use the hostel, Beech Hut and woodland have space to park.

18.4. The emergency access to the hostel (the area in front of the chain across the public footpath to the hostel) must be kept clear for emergency vehicles at all times.

18.5. Guests are not allowed to park outside the car park track entrance on Jackass Lane by Netherpark Farm as this is private property. If guests chose not to use the unmetalled track and car park area, it is the guest responsibility to park elsewhere in a manner that does not impede other road users or landowners going about their livelihoods.

19. Services

19.1. The hire price includes all charges for water and electricity.

20. Third party suppliers.

20.1. If you want to use the services of a third-party supplier (e.g. a chef or an outdoor activity leader) this must be agreed beforehand. Shining Cliff Centre CIC does not accept liability for the activities of third-party suppliers.

21. Complaints/comments

21.1. Any problem or complaint must be immediately reported directly to us/our representatives to allow us the opportunity to resolve it.

21.2. Our Compliments & Complaints policy can be found on our website at <https://shiningcliffhostel.co.uk/policies/>

22. Right to Evict.

22.1. Non-compliance with the terms and conditions will be considered as a breach of the terms and conditions of the hire agreement.

22.2. We reserve the right to terminate the booking with immediate effect and without a refund if:

- the lead booker and guests do not abide by the terms and conditions

- the lead booker and/or their guests behaviour endangers the safety of other guests or staff,
- any complaints are made of antisocial behaviour or unreasonable breakages or damage occurs

23. Data Protection

- Please see our Privacy Policy on our website at <https://shiningcliffhostel.co.uk/policies/>
- Guests are asked by Shining Cliff Centre CIC after their booking to share any photos from their visit. Unless stated in writing by the guest sharing the images with Shining Cliff Centre CIC, it is expected that the guest has the permission of all people in the images/video for Shining Cliff Centre CIC to use the images/video on social media, promotional materials, on our website and on the displays at the hostel/Beech Hut.

24. Governing Law

- 24.1. The construction, validity and performance of the Agreement shall be governed by the law of England and Wales, and both parties submit to the non-exclusive jurisdiction of the UK courts.