

Guest Terms and Conditions

1. Interpretation

1.1. In this Contract, the following definitions apply:

1. **Additional Guest:** any person who is a Guest by way of invitation to the Booking by the Main Guest as set out in the Booking Details Form;
2. **Arrival Date and Time:** the date and time agreed upon by the parties for Guest arrival at the Cabin, as set out in the Booking Details Form;
3. **Booking:** a booking of a Cabin, any Experiences, or where applicable, a Package;
4. **Booking Date:** the date the Main Guest receives the Confirmation Email from Re Cabins;
5. **Booking Fees:** the fees payable by the Main Guest, including the Deposit, as set out in the Booking Details Form;
6. **Booking Period:** the period of time agreed for the use of the Cabin as described in the Booking Details Form, between the Arrival Date and Time and the Departure Date and Time;
7. **Cabin:** the cabin for hire, as set out in the Booking Details Form;
8. **Cancellation Fee:** as set out in clause 5;
9. **Contract:** the contract between the Main Guest and Re Cabins made up of the Booking Details Form, these Guest Terms and Conditions and any documents referred to therein;
10. **Confirmation Email:** as defined in clause 3.2(b);
11. **Deposit:** 30% of the Booking Fees, as set out in the Booking Details Form;
12. **Departure Date and Time:** the date and time agreed upon by the parties for Guest departure from the Cabin as set out in the Booking Details Form;
Discount: a discount to the Booking Fees, as stated in the Booking Details Form;
13. **Equipment:** any equipment, fixtures or furniture owned or used by Re Cabins and made available to the Guests, including any set out in the Booking Details Form;
Experience: the experience as set out in the Booking Details Form;
14. **Force Majeure Event:** any circumstance not within a party's reasonable control including, without limitation: (a) acts of God, flood, drought, earthquake or other natural disaster; (b) epidemic or pandemic; (c) terrorist attack, civil war, civil commotion or riots, war, threat of or preparation for war, armed conflict, imposition of sanctions, embargo, or breaking off of diplomatic relations; (d) nuclear, chemical or biological contamination; (e) any law or any action taken by a government or public authority; (f) collapse of buildings, fire, explosion or accident; (g) any labour or trade dispute, strikes, industrial action or lockouts

(other than in each case by the party seeking to rely on this clause); or (h) interruption or failure of utility service;

15. **Guests:** any person who is a Main Guest or an Additional Guest;
16. **Main Guest:** the person who makes the Booking, as named in the Booking Details Form;
17. **Package:** a package deal for multiple Cabins, or pre-packaged Cabins and Experiences as set out in the Booking Details Form;
18. **Re Cabins:** Re Ops Limited, a company registered in England and Wales with company number 14793954, whose registered office address 22 Lockworks House, Blackhorse Mills, London, Waltham Forest, United Kingdom, E17 6FB (trading as Re Cabins);
19. **Visitors:** the Guests' visitors to the Cabin; and
20. **Welcome Pack:** the pack of information and instructions about the Cabin and Experiences sent to the Guests following despatch of the Confirmation Email.

1.2. A reference to legislation is a reference to it as amended, extended or re-enacted from time to time and includes all subordinate legislation made from time to time under that legislation.

1.3. A reference to **writing** or **written** includes email.

1.4. References to the clauses are to the clauses of these Guest Terms and Conditions.

2. Main Guest and Additional Guests

2.1. When the Main Guest makes a Booking with Re Cabins, the Main Guest agrees to the terms of this Contract.

2.2. These Guest Terms and Conditions shall apply to each Additional Guest as they apply to the Main Guest. The Main Guest shall ensure that each Additional Guest complies with these Guest Terms and Conditions.

3. Bookings

3.1. The Main Guest may make a Booking, which can include:

- (a) a Booking of a Cabin only;
- (b) a Booking of a Cabin and any number of Experiences; or
- (c) a Booking of a Package (being multiple Cabins, or a pre-packed Cabin and Experience).

3.2. The Contract is formed when:

- (a) Re Cabins receives the Deposit or the full Booking Fees; and

- (b) the Main Guest has received a confirmation email from Re Cabins to confirm the Booking ("**Confirmation Email**").
- 3.3. Re Cabins will use reasonable endeavours to accommodate any special requests made by the Main Guest and will confirm to the Main Guest in writing where the request is accepted by Re Cabins.
- 3.4. The descriptions and images on the Re Cabins' website and in its promotional literature are for information only and are not part of the Contract.

4. Payments and Booking Fees

- 4.1. The Main Guest shall pay the Booking Fees to Re Cabins in accordance with this clause 4.
- 4.2. Re Cabins may apply a Discount to the Booking Fees, to be set out in the Booking Details Form.
- 4.3. When the Main Guest makes a Booking, the Main Guest shall provide Re Cabins with their payment card details so Re Cabins can collect the Booking Fees due under this clause 4 when they are due, directly from the Main Guest's payment card or bank account.
- 4.4. If the Main Guest is making a Booking and the Booking Period starts more than 10 weeks after the Booking Date as stated in the Booking Details Form, the Main Guest shall:
 - (a) pay the Deposit of 30% of the total Booking Fees when they make the Booking, and the remaining 70% five (5) weeks before the start of the Booking Period; or
 - (b) pay 100% of the total Booking Fees when they make the Booking.
- 4.5. If the Main Guest is making a Booking and the Booking Period starts 10 weeks or less after the Booking Date as stated in the Booking Details Form, the Main Guest must pay 100% of the total Booking Fees when they make the Booking.
- 4.6. If the Main Guest fails to make any payment due to Re Cabins under the Contract by the due date for payment then, without limiting Re Cabins' other rights and remedies, the Main Guest shall pay interest on the overdue sum from the due date until payment of the overdue sum, whether or not before or after judgment. Interest under this clause will accrue each day at 3% a year above the Bank of England's base rate from time to time.

5. Cancellations

- 5.1. Re Cabins may cancel the Booking by giving the Main Guest written notice where:

- (a) the Main Guest fails to pay an amount due under the Contract on time, Re Cabins has given the Main Guest a written warning stating that if payment is not made within 10 days of receipt of the notice Re Cabins will cancel the Booking ("**Warning Period**"), and payment is still not made by the end of the Warning Period; or
 - (b) any Guest commits a material breach of the Contract: (i) which is incapable of remedy; or (ii) which is capable of remedy but remains unremedied within a reasonable timeframe set by Re Cabins taking account of the circumstances.
- 5.2. The Main Guest may cancel the Booking by giving Re Cabins written notice where:
- (a) Re Cabins commits a material breach of the Contract: (i) which is incapable of remedy; or (ii) which is capable of remedy but remains unremedied within a reasonable timeframe set by the Main Guest taking account of the circumstances; or
 - (b) Re Cabins is insolvent under English law.
- 5.3. Following cancellation by Re Cabins under clause 5.1, the Cancellation Fee in clause 5.6 shall be paid by the Main Guest to Re Cabins.
- 5.4. Following cancellation of the Booking by the Main Guest under clause 5.2:
- (a) on or before the start of the Booking Period, Re Cabins shall refund the Main Guest the full amount of the Booking Fees within 7 days of cancellation; or
 - (b) after the start of the Booking Period, Re Cabins shall refund an appropriate amount of the Booking Fees to the Main Guest, taking account of the benefit and use the Guests received from the Booking, within 7 days of cancellation.
- 5.5. If the Main Guest cancels the Booking other than under clause 5.2, Re Cabins reserves the right to charge the Main Guest a Cancellation Fee which the Main Guest shall pay Re Cabins within 7 days of Re Cabins' request. Any sums already received by Re Cabins under this Contract shall be retained by Re Cabins and deducted from the Cancellation Fee with any balance refunded to the Main Guest.
- 5.6. The amount of Cancellation Fee shall be calculated as follows:

Time of cancellation	Cancellation Fee
Cancels less than one (1) week before the start of the Booking Period	100% of Booking Fees

Cancels one (1) to four (4) weeks before the start of the Booking Period	Re Cabins may choose between 50% of Booking Fees OR full refund by way of credit with which the Main Guest may make a Booking for a different Booking Period, with the refund offsetting Booking Fees for the new Booking
Cancels more than four (4) weeks before the start of the Booking Period	Nil – full refund

- 5.7. Following despatch of the Confirmation Email, the Main Guest will be able to modify the Booking by booking and paying for additional Experiences, subject to agreement from Re Cabins.
- 5.8. Following despatch of the Confirmation Email, Re Cabins shall send a Welcome Pack to all Guests prior to the start of the Booking Period which shall enclose information such as instructions for entry, safety guidelines and rules pertaining to the Booking.
- 5.9. Cancellation of the Booking automatically terminates the Contract.
- 5.10. On cancellation of the Booking for whatever reason, clauses 7.1(c) and 7.2 apply on cancellation as they apply at the end of the Booking Period.

6. Use of the Cabin

- 6.1. Re Cabins grants the Main Guest the right for the Booking Period to occupy and use, and to permit the Additional Guests and Visitors to occupy and use, the Cabin in accordance with the terms of the Contract. The Main Guest acknowledges that:
- (a) the Guests and Visitors have the right to occupy and use the Cabin as a licensee only and no relationship of a landlord and tenant is created between them by this Contract; and
 - (b) Re Cabins retains control and management of the Cabin and the Guests and Visitors have no right to exclude Re Cabins (or any person authorised by Re Cabins) from the Cabin. Re Cabins reserves the right to enter the Cabin at all times during the Booking Period.
- 6.2. The Main Guest shall ensure that the Cabin is not used for any purpose other than that as permitted by Re Cabins, including set out in the description in the Booking Details Form and/or Welcome Pack.

7. Guest obligations

7.1. The Main Guest shall (and shall ensure each Additional Guest shall):

(a) **General obligations:**

- (i) comply with the terms of the Contract and any instructions or notices from Re Cabins;
- (ii) not do, or permit to be done, anything in the Cabin which is illegal or may be or become a nuisance, annoyance, inconvenience or disturbance to any other person;
- (iii) observe all fire, health and safety and security regulations and policies, together with all other rules and policies, applicable to the Cabin and / or the Experiences;
- (iv) comply with all applicable laws, regulations and licence conditions related to the Guests' use of the Cabin and / or the Experiences;
- (v) ensure that no person uses the Cabins, or participates in the Experiences, except for the Guests;
- (vi) treat all Re Cabins' staff with respect at all times, including during an Experience;

(b) **Use of the Cabin and Equipment:**

- (i) use the Cabin and Equipment for its proper purpose and only in accordance with clause 6.2;
- (ii) notify Re Cabins of any medical or physical conditions or other circumstances that may impact any Guest's ability to attend or use the Cabin, or to participate in the Experiences, before the start of the Booking Period;
- (iii) ensure that the Guests are limited to two adults and one infant per Cabin;
- (iv) not cause, or permit to be caused, any damage to the Cabin, or to any Equipment;
- (v) not smoke, or permit smoking (including e-cigarettes), anywhere in the Cabin;
- (vi) not bring any animal into the Cabin without the prior written consent of Re Cabins, with the exception of assistance dogs within the meaning of the Equality Act 2010;
- (vii) not make any alterations or additions to the Cabin;
- (viii) ensure the vehicles brought to the Cabin are limited to two cars per Cabin and are parked in the Cabin's designated parking bays;
- (ix) not access any part of the site on which the Cabin is located except those specifically identified by Re Cabins as being available for use with the Cabin and/or Experience;

(c) **End of the Booking Period:**

- (i) leave the Cabin and the site on which it is located by the end of the Booking Period;
- (ii) leave the Cabin in a clean and tidy condition at the end of the Booking Period;
- (iii) keep all access codes provided by Re Cabins confidential and shall notify Re Cabins immediately if any third party discovers the access codes;
- (iv) at the end of the Booking Period, remove all their personal possessions and anything brought in and placed in the Cabin by the Guests; and
- (v) promptly return all Re Cabins' Equipment to Re Cabins.

7.2. At the end of the Booking Period:

- (a) except as set out otherwise in these Guest Terms and Conditions, all sums received by Re Cabins shall be retained by Re Cabins;
- (b) any provision of the Contract that expressly or by implication is intended continue in force shall remain in full force and effect; and
- (c) completion or termination of the Contract shall not affect any of the rights and remedies of the parties that have accrued up to the date of cancellation.

7.3. The Main Guest may permit a reasonable number of Visitors to visit the Guests at their Cabin, provided that all Visitors must vacate the Cabin and the site on which it is located by 10pm each day. The Main Guest shall ensure all Visitors comply with the Main Guest's obligations in the Contract in respect of the Visitors' access and use of the Cabin.

8. Re Cabins' obligations

8.1. Re Cabins shall:

- (a) deliver the Booking in accordance with this Contract;
- (b) comply with all applicable laws;
- (c) provide the Guests with all the relevant fire, health, safety and security information and policies for the Cabin and Experiences;
- (d) use commercially reasonable endeavours to ensure the Guests' quiet enjoyment of the Cabin throughout the Booking Period as agreed under this Contract;
- (e) ensure the Guests have clear access to, and use of, the accessways to and from the Cabin throughout the Booking Period, together with the facilities necessary for normal use of the Cabin; and

- (f) ensure that there is an ongoing and appropriate supply of water, electricity and gas at the Cabin throughout the Booking Period.

9. Liability and insurance

- 9.1. The restrictions on liability in this clause 9 apply to every liability arising in connection with the Contract including liability in contract, tort (including negligence), misrepresentation, restitution or otherwise and apply during the Contract and afterwards.
- 9.2. Nothing in the Contract limits any liability which cannot legally be limited, including liability for death or personal injury caused by negligence and for fraud or fraudulent misrepresentation.
- 9.3. Re Cabins is not responsible for the following types of loss:
 - (a) **Unexpected Loss.** It was not obvious that it would happen and nothing the Main Guest said to Re Cabins before Re Cabins accepted the Booking meant Re Cabins should have expected it (so, in the law, the loss was unforeseeable);
 - (b) **Avoidable.** Something the Main Guest could have avoided by taking reasonable action; or
 - (c) **A business loss.** It relates to the Main Guest's trade, business, craft or profession.
- 9.4. Re Cabins' total liability for loss of or damage to property is limited to £100,000 in aggregate.
- 9.5. Re Cabins' total liability for all other loss and damage is limited to the lower of:
 - (a) the amount of the Booking Fees received by Re Cabins for the Booking, plus reasonable costs incurred by the Guests in respect of the Booking as agreed upon by the parties on evidence of such costs by the Guests; and
 - (b) double the Booking Fees received by Re Cabins for the Booking.
- 9.6. It is recommended that the Guests obtain insurance cover in respect of all risks which may be incurred by the Guests, arising out of the Booking.
- 9.7. Re Cabins will obtain insurance cover with a reputable insurance company, which includes professional indemnity insurance and public liability insurance to cover the liabilities that may arise under the Contract.

10. Data Protection

- 10.1. Re Cabins processes Personal Data in accordance with its privacy notice at www.recabins.com/privacy-policy. The Main Guest shall ensure that all Additional

Guests whose Personal Data is shared with Re Cabins are aware of Re Cabins' privacy notice before sharing their Personal Data with Re Cabins.

11. General

- 11.1. **Force majeure:** Except for non-payment of sums due under this Contract, neither party shall be in breach of the Contract or otherwise liable for any failure or delay in the performance of its obligations if such delay or failure results from a Force Majeure Event. However, if Re Cabins suffers a Force Majeure Event which causes a delay to the Booking, Re Cabins will offer the Main Guest alternative date(s) or offer a refund.
- 11.2. **Assignment:** The Main Guest shall not assign, transfer, charge, subcontract, declare a trust over or deal in any other manner with any or all of its rights and obligations under the Contract without giving Re Cabins reasonable notice and without Re Cabins' prior written consent. Re Cabins may at any time assign, transfer, charge, subcontract, declare a trust over or deal in any other manner with any or all of its rights under the Contract.
- 11.3. **Confidentiality:** Each party undertakes that it shall not at any time disclose to any person any confidential information concerning the Booking, including, any payment information or Booking credentials. The Main Guest is responsible for maintaining the confidentiality and security of any confidential information used to make the Booking and may not disclose these details to any third party.
- 11.4. **Variations:** No variation of the Contract shall be effective unless it is in writing and signed by the parties (or their authorised representatives).
- 11.5. **Waiver:** A waiver of any right or remedy is only effective if given in writing and shall not be deemed a waiver of any subsequent right or remedy. A delay or failure to exercise, or the single or partial exercise of, any right or remedy shall not waive that or any other right or remedy, nor shall it prevent or restrict the future exercise of that or any other right or remedy.
- 11.6. **Severance:** If any provision or part-provision of the Contract is or becomes invalid, illegal or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. If such modification is not possible, the relevant provision or part-provision shall be deemed deleted. Any modification to or deletion of a provision or part-provision under this clause 11.6 shall not affect the validity and enforceability of the rest of the Contract.
- 11.7. **Notice:** Any notice given to a party under or in connection with the Contract shall be in writing and shall be sent by post or email to the parties' addresses in this Contract. Any notice shall be deemed to have been received when actually received. This clause 11.7 does not apply to the service of any proceedings or other documents in any legal action or, where applicable, any arbitration or other method of dispute resolution.

- 11.8. **Third party rights:** This Contract does not give rise to any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of the Contract.
- 11.9. **Complaints:** The Re Cabins complaints policy is available on request.
- 11.10. **Governing law:** The Contract, and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with it or its subject matter or formation, shall be governed by, and construed in accordance with the law of England and Wales.
- 11.11. **Jurisdiction:** Each party irrevocably agrees that the courts of England and Wales shall have non-exclusive jurisdiction to settle any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with the Contract or its subject matter or formation.