

## Booking terms

Bookings are made and accepted only on the following conditions:

- Hallagenna Riding accepts no responsibility for personal injury to the Guest and/or his/her invitees (jointly known as "the Holidaymakers"), or loss of or consequential loss or damage to their property, or for other matters over which the Hallagenna Riding has no control.
- This agreement is made on the basis that the property ("the Property") is to be occupied by the holidaymakers for a holiday as mentioned in the Housing Act 1988 Schedule 1 paragraph 9 and the Holidaymakers acknowledge that the tenancy granted by this agreement is not an assured tenancy and that no statutory periodic tenancy will arise when it ends.
- Bookings cannot be accepted from persons under 18 years of age. Group bookings of single sex parties are not allowed unless special arrangements are agreed and made in advance. (higher Damage Deposits may be required). Any pets you intend to take with you should be declared at the time of booking and checked and authorised via Hallagenna Riding.
- A deposit of 50% of the cost of the holiday ("Deposit") must be paid via the PayPal Invoice sent to the holiday maker following their submission of the booking request. Deposits are non-refundable unless Hallagenna Riding is unable to accept the booking.
- No bookings are valid until confirmed by Hallagenna Riding in writing.
- Once a booking is confirmed by Hallagenna Riding, the Guest is responsible for the full balance of the cost of the holiday. This shall be paid not later than 49 days before the booking is due to commence.
- Hallagenna Riding reserves the right to re-let any holiday where any monies due are more than 14 days in arrears whereupon any monies paid by the Guest over and above the non-refundable Deposit will be refunded. However, if Hallagenna Riding are unable to re-let the holiday the Guest will remain liable for the outstanding balance of the cost of the holiday, and the Deposit.
- In the event of the accommodation becoming unavailable (such as fire or flooding), Hallagenna Riding will endeavour to provide the Guest with suitable alternative accommodation or will refund all monies paid or a proportion in the case of curtailment. We cannot however pay any compensation or expenses as a consequence of such an event.
- In the event of cancellations, Hallagenna Riding will endeavour to re-let the accommodation and if successful the balance of the cost will not be due as in paragraph 8 above, or if already paid, will be refunded. Any request to cancel must be put in writing to Hallagenna Riding in the first instance. The Deposit will be retained.
- A Guest requiring a booking to be altered once the booking has been confirmed will be charged £20.00 if a revised confirmation is required.
- If Guests bring pets on holiday without the previous consent in writing of Hallagenna Riding, this could result in you being asked to leave without compensation. When booking online it is advised you check the acceptance of your pet by telephoning Hallagenna Riding.  
We ask dog Owners to observe the following rules (failure to do so may result in you being asked to leave without compensation). **NO DOGS ALLOWED ON THE PREMISES.**
- The Holidaymakers undertake to keep the Property and all furniture, fixtures, fittings and effects in or on the Property in the same state of repair as at the commencement of the holiday, and shall leave the Property in the same state of cleanliness and general order in which it was found or be liable for any costs of repairs, replacements, or additional cleaning costs incurred in returning the property to the same state of repair as at the commencement of the holiday. A Damage Deposit of £200 is taken with the holiday balance payment via a PayPal Invoice. This is held by the owner to cover any costs of repairs, replacements, or additional cleaning charges if the property and its contents are not left in the

same state of repair as at the commencement of the holiday. The Holidaymaker must report to Hallagenna Riding any damage or breakages made during their holiday occupancy. Hallagenna Riding reserve the right to make a charge where guests have contravened Hallagenna Riding's request for their property to be smoke free. (In order to comply with the Unfair Terms in Consumer Contracts Regulations 1999 the amount of such a charge should not be more than the cost of the cleaning.) The Holidaymakers will be liable for any costs of repairs, replacements, or additional cleaning costs incurred over and above the Damage Deposit limit. If the property is left in a satisfactory condition with no costs as above being incurred, the Damage Deposit will be refunded via PayPal within 14 days of the holiday's departure date.

- The Holidaymakers right to occupy the Property may be forfeited without compensation if:-
  - More people or pets than declared at the time of booking or before the commencement of the holiday to Hallagenna Riding and/or the number the Property holds, attempt to take up occupation.
  - Overnight guests are entertained without Hallagenna Riding's express permission.
  - Any activity is undertaken which is illegal, or may cause unreasonable damage, noise, behaviour or disturbance.
  - Smoking in a designated "No Smoking" property or area.
- If any of the Holidaymakers provide inaccurate details regarding their riding experience, Hallagenna Riding reserves the right to change their riding package to a suitable package without compensation.
- Any Holidaymakers riding agree and understand that they are riding at their own risk and cannot hold Hallagenna Riding or their staff responsible for any accident or loss which may occur to person or property. In the interests of safety, they must also agree that they will comply with any instructions given by Hallagenna Riding staff and in the event of a dispute, understand that they may be asked to dismount whilst riding or vacate the vicinity of Hallagenna Riding premises.
- In the event of there being cause for complaint concerning a Property, the matter shall be taken up with Hallagenna Riding at once. It is important that this is done whilst you are still at the Property so that an on-the-spot investigation can be made if necessary and remedial action taken if required. In no circumstances will compensation be considered for complaints raised after the holiday has ended when the Holidaymakers have denied Hallagenna Riding the opportunity of investigating the complaint and endeavouring to remedy matters during the holiday.
- Hallagenna Riding or it's representative shall be allowed access to the Property at any reasonable time during any holiday occupancy.
- We have compiled the information on our website as accurately as possible at the time of being launched. However, facilities may be altered or withdrawn for reasons outside Hallagenna Riding's control, in which case we cannot accept responsibility. We make every effort to ensure that the property details supplied are accurately reproduced. Mistakes may occur from time to time, and confirmation should be requested prior to booking.

The Holidaymaker must accept minor differences between text/photograph/illustrations on the website and the actual property may arise. We cannot accept responsibility should the property not conform to the Holidaymaker's standards. If a facility is particularly important to you, please check with us prior to your booking.
- The Booking Conditions will apply to all confirmed bookings.
- These website Booking Conditions supersede all previous editions.

Whilst every care has been taken, due to the nature of electronic transmission no responsibility can be accepted by Hallagenna Riding, the Web Designer or their agents any loss incurred by errors. It is most important that you should request a hard copy of the terms and conditions prior to booking a holiday. All electronic data transferred remains the property of Hallagenna Riding or their agents and may not be replicated in part or whole without prior permission. No electronic data will be preserved indefinitely only the hard copy of any correspondence as in normal circumstances.

## Terms of Use

- Access to and use of any information on this website is conditional on your acceptance of these website use conditions without modification. Please read them carefully. We recommend you print out and keep a copy of them for your future reference. If you do not wish to accept any part of them, you must not use our website. All bookings of arrangements are also subject to our Booking Conditions shown in the Booking Conditions section of this website. Again, we recommend you print out and keep a copy of these for your future reference.
- In these Conditions, "you" and "your" means any and all persons using this website "We", "us" and "our" means Hallagenna Riding.
- Nothing on this website constitutes an offer on our part. The matters detailed constitute an invitation to you to make an offer to us on the stated terms to purchase arrangements we feature. We may accept or decline any such offer. All arrangements featured or referred to are at all times prior to specific confirmation subject to availability and no warranties, promises or representations are given as to availability.
- As a condition of your use of this website, you warrant to us that you will not use it or any material or information on it for any purpose that is unlawful or prohibited by these Conditions. You warrant that you are at least 18 years old and have the legal authority to use this website in accordance with these Conditions. You agree to be financially responsible for all charges, fees and other sums of whatever nature which arise out of your use of this website.
- This website is for your personal and non-commercial use. No part of this website may be reproduced in any form without our prior consent, other than temporarily in the course of using our service or to keep a record of a transaction entered into using our service. You may not modify, copy, distribute, transmit, display, reproduce, publish, license, create derivative works from, transfer, sell or in any other way use any material, information, products or services contained or featured on this website. The copyright in the material contained on this site belongs to us or its licensors.
- Our business and the services we offer are governed by the applicable laws of England and Wales. No warranties and/or representations of any kind, express or implied, are given as to the compliance of the information shown on this website, the services offered by or on behalf of us, any information relating to such services and/or our business in any respect with any laws of any other country. Such laws do not, in any event, affect or apply to the same.
- Access to this website is conditional on your agreement that all information contained in it and all matters which arise between you and us will be governed by English law. Access is further conditional on your agreement that any dispute or matter which arises between you and us will be dealt with by the Courts of England and Wales only to the exclusion of the Courts of any other country.
- We accept responsibility for any holiday arrangements booked with us in accordance with our then current, applicable Booking Terms from the time a binding legal contract between us comes into existence. We cannot, however, accept any other liability whatsoever.
- Except as set out in clause 8 of these Conditions above, no warranties, promises and/or representations of any kind, express or implied, are given as to the accuracy or completeness of any of the material or information contained on this website or as to the nature, standard, suitability or otherwise of any services offered by us or on our behalf. We shall not be liable for any loss or damage or other sum or claim of any nature whatsoever (direct, indirect, consequential or other) which arises, directly or indirectly, in connection with this website including, for the avoidance of doubt and not by way of limitation, any use of any information or material contained in this website or any inability to access or use (or delay in doing so) this website.
- All exclusions of liability apply only to the extent permitted by law and where consistent with clause 8 of these Conditions.
- If any exclusion(s) or limitation(s) contained in these Conditions is found, in whole or part, to be unlawful, void or for any other reason unenforceable for any purpose(s), that exclusion(s) or limitation(s) or the part(s) in question shall be deemed

severable and omitted from these Conditions for that purpose/those purposes. Such omission shall not affect the validity, effectiveness or enforceability of the other provisions of these Conditions.

- Without prejudice to the foregoing provisions, we are entitled to the benefit of any applicable exclusions and/or limitations of liability permitted by the laws of any country found to be applicable to the information shown on this website and/or any services offered by us or on our behalf.
- The information contained on this website may contain technical inaccuracies and typographical and other errors. The information on these pages may be updated from time to time and may at times be out of date. We have the right to change the prices of the holiday arrangements featured or mentioned on this website at any time without prior notice. If any price is obviously incorrect, we will not be bound by it. We accept no responsibility for keeping the information on these pages up to date or liability for failure to do so. You must ensure you check all details of the chosen holiday or travel arrangements (including the price) with us by telephone or other approved means at the time of booking.
- This website may contain links to other websites. Except where they belong to us, such other websites are not under our control or maintained by us. We are not responsible for the content of such websites. We provide these links for your convenience only but do not monitor or endorse the material on them. We cannot accept any liability whatsoever and howsoever arising in relation to any such other websites (including, for the avoidance of doubt and not by way of limitation, any inability to access or delay in accessing any such other website) or in relation to any material or information appearing on them or which you may otherwise come across after leaving our site by way of a hypertext link or any other means.
- We make no warranty that this website (or any websites that are linked to this website) is free from technical errors, computer viruses or any other malicious or impairing computer programs.

## Horse Riding Terms and conditions

Terms and Conditions for Horse riding at Hallagenna Riding are displayed in Reception at Hallagenna Riding.  
Alternatively a copy can be requested and forwarded by e mail or post