
THE FORGE TERMS AND CONDITIONS

BACKGROUND:

The accommodation being made available under these terms and conditions is known as “The Forge” located at Cae Einion, Corwen, North Wales, UK, LL21 9BY.

The Forge is part of the Wild Bushcraft Company Limited, a company registered in the UK under number 7353417 whose registered office is at Cae Einion, Corwen, North Wales, UK, LL21 9BY.

These Terms and Conditions are the standard terms which apply to provision of any Services by The Forge to any customer, other members of a customer’s party, and their guest/s and their use of those Services (as “Services” is defined in Clause 1 below) only where the customer and such guest/s are “Consumer/s” as defined by the Consumer Rights Act 2015.

1. Definitions and Interpretation

1.1 In these Terms and Conditions, unless the context otherwise requires, the following expressions have the following meanings:

“Accommodation”	means one of the accommodation types specified in Appendix 1;
“Business”	means any business, trade, craft, or profession carried on by You or any other person/organisation;
“Consumer”	means a “consumer” as defined by the Consumer Rights Act 2015, and in relation to these Terms and Conditions means an individual customer or guest of The Forge who receives Services for his/her personal use and for purposes wholly or mainly outside the purposes of any Business;
“Full Accommodation Package”	means the use of all Accommodations [and any other applicable Services];
“The Forge/We/Us/Our”	means “The Forge” and its premises and place of business, and whose contact address is the same address as above and includes all employees and agents of The Forge;
“Price List”	means The Forge’s standard price list of Rates. The Price List is available from the website;
“Rates”	means the prices payable for (1) provision of accommodation in any one or more of the Accommodations or (2) the Full Accommodation Package or (3) (where applicable) other Services;
“Regulations”	means The Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013;

- “Services”** means (i) provision of an Accommodation requested/or the Full Accommodation Package and (ii) [the facilities specified in Appendix 2 as Included Facilities and the facilities specified in Appendix 3 as Excluded Facilities, subject to availability and all other facilities, services and items which We offer at The Forge, including food and drink and (iii) the bushcraft activities specified in Appendix 4; and
- “You/Your”** means an individual who is a customer of The Forge who agrees to pay both for him/herself as a paying guest of The Forge and also for members of his/her party and any of his/her guests;

- 1.2 Unless the context otherwise requires, each reference in these Terms and Conditions to:
- 1.2.1 “these Terms and Conditions” is a reference to these Terms and Conditions as amended or supplemented at the relevant time; and
- 1.2.2 a Clause or sub-Clause is a reference to a Clause of these Terms and Conditions;
- 1.3 The headings used in these Terms and Conditions are for convenience only and shall not affect the interpretation of these Terms and Conditions;
- 1.4 Words signifying imparting the singular number shall include the plural and vice versa; and
- 1.5 References to any gender shall include the other gender.

2. Reservations

- 2.1 You may book to make a reservation for the Services in advance through the Website, by email, by telephone or in person;
- 2.2 When You request Us to make a reservation, You must provide Us with:
- 2.2.1 Your identification information including, but not limited to, Your name, address, contact telephone number and email address;
- 2.2.2 A deposit representing 25% of the applicable Rate. You will pay the outstanding balance to Us by no later than 4 weeks before arrival.
- 2.3 You must give Us payment details for any reservation at the time of booking. We will take Your credit/debit card details and You authorise the use of this card for any sums that become due to Us. Unless the booking for the reservation expressly states that You must pay at the time of reservation or at the time of check in, We will not take any payment from You for it until the time indicated in Clause 3 below;
- 2.4 Your request to Us to make a reservation for You will be an offer, but whether We accept any such request will be for Us to decide in Our discretion. Only if and when We tell You that We accept Your request for a particular reservation and We give You a booking reference will there be a booking. Only that acceptance of the booking will be a binding contract between You and Us for the reservation of an Accommodation or other Service reserved;
- 2.5 You may change Your reservation at any time before You arrive (subject to the cancellation provisions set out in Clause 4 below). We will use all reasonable endeavours to accommodate Your requested changes, but We do

not promise that all changes that You request will be accommodated;

- 2.6 You may request additional nights at The Forge at any time during Your stay. We will use all reasonable endeavours to meet such a request, and if We can meet any request We will accept the request as a booking and that booking will then be a binding contract between You and Us.

3. Fees and Payment

- 3.1 We make details of Rates including, where applicable, promotional Rates and other special offers available The Forge. All Rates shown in our Price List include VAT;

When You request a reservation and We quote any Rate(s), the Rate(s) will apply only to provision of Accommodation unless We specifically state otherwise. However, the Rate(s) will include all Included Facilities.

Additional charges will apply (and You may refer to them in Our Price List) for other Services including, but not limited to the Excluded Facilities. We will inform You of Rates payable for such additional Services on request when before You arrive at The Forge;

- 3.2 Subject to sub-Clause 3.4 below, and unless We agree a different arrangement with You, You will pay the full amount 4 weeks before your Reservation date;

- 3.3 The following will apply to any promotional Rates that We may offer from time to time:

3.3.1 Unless We specifically state otherwise, You must pay 25% deposit at the time of booking for a reservation and We will not have to give You any refund except where Clause 4 specifically states that We must do so ;

3.3.2 If You incur charges during Your stay in addition to the promotional Rate for the reservation of an Accommodation, We will invoice them and You must pay for them as required by sub-Clause 3.3 above; and

3.3.3 If you request any additional nights and We accept the request as a booking under sub-Clause 2.7 above, You must pay for the additional nights at the the standard Rate;

- 3.4 You may pay Us for Services (and for any deposit or other advance payment on account of that payment) using any of the following methods:

3.4.1 Credit/debit card;

3.4.2 Cash

3.4.3 Bank transfer

- 3.6 We may alter any of Our Rates without prior notice but if the Rate of any Service increases between the time when You make a booking and the date when the booked Accommodation accommodation or other Service is to be provided, any increase in the Rate will not apply to Your booking;

- 3.7 Whether these Terms and Conditions require payment upon booking or on check out or at any other time, You must pay in full for any reservation booked and will not be entitled to any refund, except as stated in sub-Clause 3.8; and

- 3.8 Where Clause 4 specifically says that You will be entitled to a (full or partial) refund, or where you become entitled to any refund either as a result of Our breach of these Terms & Conditions or as a “consumer” under the Consumer

Rights Act 2015 or other consumer protection legislation, We will make a refund to You as set out in Clause 4 or as required by such legislation.

4. Cancellations

- 4.1 All cancellations must be made in writing via email and/or phone call to info@theforgecorwen.co.uk and 01490 412972.
- 4.2 You may cancel a reservation without charge (less the 25% deposit) if You give Us prior notice of at least 12 weeks before the earliest check in time we have given You for Your reservation. If You cancel under this sub-Clause 4.1, We will refund to You in full any sum (not including any deposit) You paid in advance and You will not then owe Us anything;
- 4.2 If you give Us less than 12 weeks' notice then Our cancellation policy will apply:
 - 4.3.1. 12 weeks' notice or more – you only lose the 25% deposit
 - 4.3.2. 6 - 12 weeks' notice – lose 25% deposit plus a further 25% of the total cost of your booking (50% of total cost of booking)
 - 4.3.3. 4 - 6 weeks' notice – lose 75% of total cost of booking
 - 4.4.4. Less than 4 weeks' notice – lose 100% of total cost of booking

5. Check-in and Check-out

- 5.1 The earliest check-in time at The Forge is 4pm and the latest time is 9pm. We will also permit check-in after that latest time of 9pm but if you check in after that time We may not be able to provide You with the full range of Services normally available to customers;
- 5.2 The latest time by which You must vacate Your Accommodation and check-out from The Forge is 2pm. We may beforehand agree at Our discretion to an arrangement for a later time for vacating Your Accommodation and/or check-out;

6. The Forge Rules

- 6.1 You must conduct Yourself in a reasonable and responsible manner at all times when on The Forge property and must not act in any which may disturb other guests or neighbours. If You do not, We may ask You to leave The Forge and in that case, You must immediately pay Us all sums due;
- 6.2 You may not smoke in any indoor or public/communal areas of The Forge. You may smoke outside provided you are not disturbing other guests and dispose of cigarette ends safely and responsibly;
- 6.3 If You do not comply with sub-Clause 6.2 We may charge You for any and all costs We incur by The Forge in cleaning the Accommodation (including, but not limited to, fixtures, fittings and soft furnishings) and restoring it to a smoke-free environment;
- 6.4 Any child under the age of 16 may only stay at The Forge if accompanied by an adult aged at least 20; Guests must accept responsibility for the safety of their children at all times whilst staying at The Forge. All children (a person under 16 years of age) must be accompanied by an adult and must be supervised by an adult at all times. You must take particular care when children are around animals, fire, equipment and water. We do not permit children or any other guest to climb the trees which are part of our rewilding project;

- 6.5 We will/reserve the right to charge You for any and all damage caused by You to any The Forge property during Your stay. We request that any breakages or damage (accidental or otherwise) should be reported to Jamie or Sheena Corry. Failure to do this may result in you being charged for any breakages or damage. Any missing inventory from the property on your departure may also be charged for;
- 6.6 We expect you to leave the site in the condition in which you found it. This includes picking up any litter, cigarette ends, dog mess and bottle tops;
- 6.7 The number of persons occupying the Accommodation must not exceed the maximum number stated on the booking. If more people than the number specified in the booking are using the Accommodation then this will be considered a material breach of these Terms and Conditions and the guest and their party will be asked to leave the Accommodation immediately without any refund;
- 6.8 Dogs are welcome in the bell tents and Bluebell Corner. We do ask that they are house trained, kept under proper control and not allowed on the beds. They must not be left unattended in the tents or cabins unless crated and unlikely to cause a noise disturbance. Dog hairs are to be removed from carpets and all dog waste collected and disposed of in a safe and responsible manner. Dog owners will be held responsible for any damage caused to the property, contents or site by their dog and for any extra cleaning required. You agree that when walking or exercising any dog you shall ensure that any dog is kept under close control. Dogs must not be allowed to disturb other guests, livestock, deer or game birds;
- 6.9 Fireworks are not permitted at The Forge;
- 6.10 The Full Accommodation Package means there could be guests staying at Bluebell Corner who are not part of your group. We ask that you are respectful of this during your stay;
- 6.11 You are responsible for the property and are expected to take all reasonable care of its fittings and effects, in or on the property. You must leave them in the same state of repair and in the same clean and tidy condition at the end of the stay as at the beginning. You must not use the properties for any dangerous, offensive, noxious, noisy, immoral or illegal activities or carry out any act that may be a nuisance or annoyance to the owner or other neighbouring properties;
- 6.12 All of the above rules will also apply to members of Your party and Your guests, and You shall be responsible for any breach of the above rules by any of them;

7. Food and Drink

- 7.1 As referred to in sub-Clause 3.2 above, unless We specifically state otherwise, food and drinks are not included in any Rate(s), and unless We have specifically stated or do state otherwise, We will make additional charges to You for them in accordance with sub-Clause 3.2 above;
- 7.2 The exception to this is the provision of tea, coffee, hot chocolate, sugar and milk in all the camp kitchens;
- 7.3 If You or any of Your party or guests have any special dietary requirements, You should inform Us of them in advance of Your arrival. We will use all reasonable endeavours to accommodate those requirements and, where this is not possible, tell You that We are unable to do so; and

- 7.4 If you have pre-booked catering with us, We will tell You times of when food and drink services are available in advance of your arrival;

8. Car Parking Facilities

- 8.1 We cannot guarantee that any car parking space(s) will be available for You, but subject to sub-Clause 8.2 You may use any vacant parking space on a first-come-first-served basis. Any such parking will be without charge; and
- 8.2 Whilst You may park Your Vehicle as permitted by sub-Clause 8.1 above, We do not permit any other member of Your party or Your guests to park on Our premises, but if You request a parking space for them on or before they arrive at The Forge, We may in Our discretion allow them to park [without charge] OR [at an additional charge at the rate set out in Our Price List] in Our car park.

9. Disabled Customers

- 9.1 We fully comply with all laws from time to time in force regulating the treatment of, and provision for, disabled customers; and
- 9.2 If you have any special requirements pertaining to a disability, You should inform Us of them before You arrive.

10. Limitation of Liability

- 10.1 We will be responsible for any foreseeable loss or damage that You may suffer as a result of Our breach of these Terms and Conditions or as a result of Our negligence. Loss or damage is foreseeable if it is an obvious consequence of Our breach or negligence or if it is contemplated by You and Us when Our contract with You is created. We will not be responsible for any loss or damage that is not foreseeable;
- 10.2 Whilst We will operate and maintain Our car park with reasonable skill and care, We do not guarantee that other The Forge guests or members of the general public will not enter Our car park and steal or damage Your vehicle or property in it and/or engage in criminal activity, and accordingly, when You park or arrange for parking of Your vehicle in Our car park, You accept risk of theft or damage of or to Your vehicle and property in it if it is caused by any person other than Our staff or contractors;
- 10.3 We provide all Services only for Your personal and private use/purposes. We make no warranty or representation that products, or other goods or materials that We provide or sell are fit for commercial, business, industrial, trade, craft or professional purposes of any kind (including resale). We will not be liable to You for any loss of profit, loss of business, interruption to business or for any loss of business opportunity;
- 10.4 Nothing in these Terms and Conditions is intended to or will exclude or limit Our liability for death or personal injury caused by Our negligence (including that of Our employees, agents or sub-contractors); or for fraud or fraudulent misrepresentation; and
- 10.5 Furthermore, if you are a “consumer” as defined by the Consumer Rights Act 2015, or a consumer for the purposes of any other consumer protection legislation, nothing in these Terms and Conditions is intended to or will exclude, limit, prejudice, or otherwise affect any of Our duties or obligations to You, or Your rights or remedies, or Our liability to You, under:
- 10.5.1 the Consumer Rights Act 2015;

- 10.5.2 the Regulations;
 - 10.5.3 the Consumer Protection Act 1987; or
 - 10.5.4 any other consumer protection legislation;
- as that legislation is amended from time to time.

For more details of Your legal rights please refer to Your local Citizens Advice Bureau or Trading Standards Office.

11. Changes to Terms and Conditions

We may from time to time change these Terms and Conditions without giving You notice, but We will use Our reasonable endeavours to inform You as soon as is reasonably possible of any such change.

12. How We Use Your Personal Information (Data Protection)

We will only use Your personal information as set out in Our Privacy Policy available from <https://theforgecorwen.co.uk/privacy-policy>.

13. Regulations

We are required by the Regulations to ensure that certain information is given or made available to You as a Consumer before We make Our contract with You (i.e. before We accept Your request to make a booking) except where that information is already apparent from the context of the transaction. We have included the information itself either in these Terms and Conditions for You to see now, or We will make it available to You before We accept Your request to make a booking. All of that information will, as required by the Regulations, be part of the terms of Our contract with You as a Consumer.

14. Information

As required by the Regulations:

- 14.1 all of the information described in Clause 13; and
- 14.2 any other information which We give to You about any Services or The Forge which You take into account when deciding to make a booking or when making any other decision about the Services;

will be part of the terms of Our contract with You as a Consumer.

15. Complaints

We always welcome feedback from Our guests and, whilst We always use all reasonable endeavours to ensure that Your experience as a customer of Ours is a positive one, We nevertheless want to hear from You if you have any cause for complaint. If You have any complaint about Our Services or any other complaint about The Forge or any of Our staff, please raise the matter with Jamie or Sheena Corry who can be contacted at The Forge at info@theforgecorwen.co.uk or 01490 412972 or by post to the address of The Forge stated on page 1.

16. No Waiver

No failure or delay by Us or You in exercising any rights under these Terms and Conditions means that We or You have waived that right, and no waiver by Us or You of a breach of any provision of these Terms and Conditions means that We or You will waive any subsequent breach of the same or any other provision.

17. Severance

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

18. Law and Jurisdiction

- 18.1 These Terms and Conditions, the Contract, and the relationship between you and Us (whether contractual or otherwise) shall be governed by, and construed in accordance with the law of England & Wales.
- 18.2 As a consumer, you will benefit from any mandatory provisions of the law in your country of residence. Nothing in Sub-Clause 18.1 above takes away or reduces your rights as a consumer to rely on those provisions.
- 18.3 Any dispute, controversy, proceedings or claim between you and Us relating to these Terms and Conditions, the Contract, or the relationship between you and Us (whether contractual or otherwise) shall be subject to the jurisdiction of the courts of England, Wales, Scotland, or Northern Ireland, as determined by your residency.