

The Lihou Charitable Trust – Terms and Conditions

1. General

1.1 In these terms and conditions; "us" means The Lihou Charitable Trust; "Customer" means any customer who makes or is making a booking with The Lihou Charitable Trust; "Writing" means letter, or email; "you" means the customer submitting a booking; "house" means the house on Lihou Island run by The Lihou Charitable Trust.

1.2 The contract for the supply by us of accommodation and (where applicable) other related services ("Contract") would be formed when you we accept your order and we receive from you the appropriate deposit in cleared funds.

1.3 Your Contract cannot be amended unless confirmed by an authorised representative of The Lihou Charitable Trust and yourself.

1.4 These conditions and any matters referred to by us, form the entire understanding between you and us and supersede any prior promises, representations (unless fraudulent) or undertakings.

1.5 Any omission or error in any sales literature, web page or site, order form, quotation, price list, order acknowledgement, despatch note, invoice or other document issued by us may be corrected by us without liability. We will advise you of any changes at the time of booking or as soon as is reasonably possible thereafter.

2. Use of the House

2.1 The Lihou Charitable Trust is responsible for the house and grounds only, NOT THE ISLAND.

2.2 Customers booking the house do so on the understanding that any activities that are planned during the period of occupancy are done independently of The Lihou Charitable Trust.

2.3 Where appropriate, persons using the house should ensure that they have the relevant insurance cover for any planned activity. The Lihou Charitable Trust does not hold insurance cover for any third party activities.

2.4 Given the sensitive nature of the Island on which the house is situated, it is important that customers understand that there are restrictions on what activities can be undertaken and also what activities are appropriate at different times of year. It is recommended that customers wishing to book the house with the intention of arranging such activities speak to the warden in the first instance and advise will be given as to the suitability of the activity accordingly.

2.5 Third party organisations brought into the house or grounds of the house to offer a service should be independently and appropriately insured. A copy of the relevant insurance certificate must be supplied to us before a booking can be confirmed.

2.6 The Lihou Charitable Trust and its staff reserve the right to advise on appropriate conduct whilst occupying the house so as to safeguard both the house and grounds and also the surrounding environment (see clause 11.1 below).

2.7 If it is deemed that an individuals or groups actions are detrimental to the surrounding environment and suitable advise has been given in accordance to clause 2.6, then The Lihou Charitable Trust reserve the right to suspend, cancel or shorten a booking. No whole or part refund will be given in such instances.

3. Making a Booking

3.1 Bookings to stay in the house may be made by telephone, or in writing to the warden using the contact details listed below.

3.2 All bookings are made subject to these terms and conditions and the person placing the booking warrants that he/she has the full authority to do so on behalf of all the persons they are making a booking for, and confirms that all such persons are aware of and accept these conditions.

3.3 Before your booking is confirmed and the Contract comes into force The Lihou Charitable Trust reserves the right to increase or decrease prices PROVIDED THAT we will notify you in writing in good time prior to delivery of such price increases/decreases and you may cancel your order within 7 working days of this notice if you are unhappy with the price increases/decreases.

3.4 All bookings are subject to availability and The Lihou Charitable Trust reserves the right to decline any booking at its discretion.

3.5 When making a booking it is essential that a copy of any third party activity providers insurance be supplied along with an outline of any planned activity.

4. Payment

4.1 In order to secure your booking you must pay us the appropriate deposit, as set out below: -

4.2 for bookings up to and including the value of £100 full payment is required to secure your booking;

4.3 for bookings in excess of £100 minimum deposit of £100 are required. The balance must be paid 60 days before your arrival date;

4.4 Payments shall be made in such format as we may agree with you when you place an order.

4.5 If any payment under these terms and conditions is overdue, then without prejudice to our other rights and remedies we may cancel your booking; and/or we may suspend the supply and/or deliveries of any other services being provided to you by The Lihou Charitable Trust.

5. Group Bookings

5.1 All Groups must have a minimum leader / participant ratio of one leader for every ten participants. Mixed sex groups must have leaders of both sexes. Group leaders accompanying the Group are responsible for the discipline and behaviour of their Group. Group leaders are responsible for all damage caused by their action or the actions of those in their group. If any Group is given sole use of a house it shall not offer for sale to the general public or publicly advertise the sale of house facilities or services without the prior written agreement of The Lihou Charitable Trust.

6. If you change a booking

6.1 Subject to availability, you may change a booking to a different date up to 60 days before your arrival date.

6.2 If, less than 60 days before your arrival date, you wish to change a booking such a change shall be treated as a cancellation and shall be subject to our standard cancellation charges below (see clause 7, below).

6.3 A booking can decrease its numbers by up to 10% up to 28 days before arrival, without incurring cancellation fees. Thereafter any additional decreases in Group numbers will be subject to our standard cancellation charges. Changes are subject to availability.

6.4 All changes shall be subject to the availability of a suitable alternative.

7. If you cancel your booking

7.1 All cancellations are subject to a cancellation charge.

7.2 Cancellation charges for all bookings where less than 60 days notice is given are set on the sliding scale below. These charges are calculated from the day written notification is received by us. These charges are based on how many days before the date of the first night of your stay the notice of cancellation is received. These charges are based on the total cost of your stay:

60 – 42 days	30% of the total cost of your stay
41 – 28 days	60% of the total cost of your stay
27 – 15 days	90% of the total cost of your stay
14 days or less	The total cost of your stay

7.3 Cancellations charges for bookings where more than 60 days notice is given will be 10% of the total amount of the booking. This is to cover administration and costs incurred. An appropriate refund will be made.

8. If we change your booking

8.1 In the unlikely event it becomes necessary to change your booking, in total or in part The Lihou Charitable Trust will inform you as soon as is reasonably possible of any necessary changes. You shall have the choice of: accepting the changed arrangements; or purchasing another booking from The Lihou Charitable Trust (and paying or receiving a refund in respect of any differences); or cancelling your booking and receiving a full refund of all payments made.

9. Delays or Failure to Perform

9.1 We shall not be liable to you if we are prevented or delayed in the performing of any of our obligations to you if this is due to any cause beyond our reasonable control including (without limitation): an act of God, explosion, flood, fire or accident; war or civil disturbance; strike, industrial action or stoppages of work; any form of government intervention; a third party act or omission; failure by you to give us a correct correspondence address or notify us of any change of correspondence address.

10. Our liability to you

10.1 The Lihou Charitable Trust shall ensure that the accommodation you order from us are in accordance with these terms and conditions.

10.2 The Lihou Charitable Trust shall provide a warden for the house. The warden operates under the direct authority of the Trustees of The Lihou Charitable Trust. The Trustees have delegated overall operational control of the property to the warden. The warden IS NOT responsible for any services undertaken outside of the agreed contract at the time of booking. The warden IS NOT responsible for any activities organised by the customer or by a third party for the customer.

10.3 Where any element of your booking is not provided to your satisfaction you must notify us within 28 days of the alleged breach. We shall then investigate the matter and if we have not provided the accommodation in accordance with clause 10.1 you shall be entitled to: a full or part refund of the cost of your stay less any fees charged for changes requested by you; or a free stay to the equivalent value, where such dates are agreed in writing by us.

10.4 We will not be liable to you by way of representation (unless fraudulent), common law duty or under any express or implied term of the contract for: any losses which are not foreseeable by both you and us when the Contract is formed arising in connection with the supply of the services or their use by you; any losses which are not caused by any breach by us; business or trade losses.

10.5 Our entire liability in connection with the Contract will not exceed the purchase price of the services booked less any amendment charges paid to us.

10.6 Except in relation to death or personal injury caused by our negligence The Lihou Charitable Trust liability remains, at all times, limited to the value of the services booked, excluding any amendment charges paid to us.

11. Behaviour

11.1 If your behaviour is deemed to be unacceptable, offensive or causes damage your booking may be terminated and you may be asked to leave The Lihou Charitable Trust premises. Any existing future bookings will be suspended pending further enquiry. No whole or part refunds will be made under these circumstances

12. Child Protection

12.1 The Lihou Charitable Trust appointed warden has been police checked.

12.2 Customers using the house who have minors in their party are reminded that the leader/s or parents/guardians of the group are responsible the minors.

12.3 At no point will the warden accept sole responsibility of any minors.

13. Using the Island of Lihou

Although the Island is open for all to use, The Lihou Charitable Trust recommends that groups wishing to use the Island for organised activities are advised to contact the States of Guernsey Environment Department on (01481) 717000 during office hours.

14. Your Information

We shall only store and use the information you supply to us or which is supplied to us for the purposes of carrying out our contact with you and to inform you of other services and offers which we make available from time to time. If you do not wish to receive such information, please let us know by: email, telephone or by writing to us at the address noted below.

15. Contact details

15.1 All correspondence regarding the use of the house or any other aspect of The Lihou Charitable trust shall be address to the Warden using the contact details listed below.

The Warden
The Lihou Charitable Trust
La Cachette, Rue Des Mares
St Pierre Du Bois, Guernsey
Channel Islands
GY7 9PZ

Telephone: (01481) 266294 or 07781 120421

Email: lct@cwgsy.net

Website: www.lihouisland.com

16. Trustees of the Lihou Charitable Trust:

Mr Simon Howitt

Mr Roland Guille

Dr Tim Sinnerton