



## THE DEERSTONE

Luxury Eco Hideaway

### **TERMS & CONDITIONS OF BUSINESS**

This document outlines the Terms & Conditions of Business that are applicable whilst staying at The Deerstone Luxury Eco Hideaway (hereinafter referred to as “**The Deerstone**”), partaking in The Deerstone’s Wellness Activities, and using The Deerstone’s Wellness Facilities.

These Terms & Conditions, together with the applicable reservation documentation (by whatever name called), form the applicable binding Agreement (Contract) between guests (and / or third parties) and The Deerstone.

Guests should review the following Terms and Conditions carefully and revert with any associated queries.

The Deerstone reserves the right to change these Terms and Conditions without formal notice.

Please be aware that The Deerstone’s Terms & Conditions of Business include various limitations in respect of The Deerstone’s liability towards guests. Please be further aware that The Deerstone’s duty of care towards guests only extends to such guests and / or members of their party – where relevant, and the benefit of The Deerstone’s services are not assignable to any other person(s) unless expressly stated otherwise and agreed in advance.

#### **Agreement:**

The Agreement between guests and The Deerstone is formed when guests complete their reservation and receive a reservation confirmation. The Agreement incorporates information contained within The Deerstone’s Website, these Terms & Conditions of Business, and the reservation documentation provided to guests at the point of reservation (in whatever manner provided and by whatever named called).

The Agreement between guests and The Deerstone is binding on all guests named in the reservation confirmation, in addition to all other guests who are members of the reserving-guests’ party, whether named or not, and including all guests who have not yet obtained the age of majority.

Reserving-guests must ensure that all members of their party are aware of and accept the entirety of the Agreement.

The Agreement continues in operation until such time as the last member of the reserving-guests’ party have vacated the confines of the grounds of The Deerstone.

**Standard of Service:**

The Deerstone, their contractors, partners, staff, servants, and / or agents are strongly committed to providing positive services to all guests, which will be provided with the necessary care and skill, and in line with good professional standards.

**Contact Information:**

**Postal Address:** The Deerstone Luxury Eco Hideaway, Laragh, Co. Wicklow.  
**Contact Number:** +353 86 191 8442.  
**Email Address:** [guests@thedeerstone.ie](mailto:guests@thedeerstone.ie).

**Reservation Policy:**

Guests must be at least eighteen (18) years of age in order to make a reservation. There is a minimum stay requirement of at least two (2) nights. Reservations can be made via The Deerstone's Website - <https://thedeerstone.ie/>, by email or telephone, or via authorised third-party agencies (such as <https://www.booking.com/> and <https://www.airbnb.com/>).

Reservation policies may vary depending on which reservation platform is selected, and reservation fees are required in order to secure reservations.

Reservations for Wellness Retreats require a minimum of twelve (12) guests in order to secure the reservation and are subject to a maximum of twenty-five (25) guests.

**Reservation Charges & Payments:**

All Payments are to be in Euro (€) only and are to be made via Electronic Bank Transfer or credit / debit card.

Reservations in respect of the Self-Catering Units require a 50% deposit in order to secure a reservation. This deposit is strictly non-refundable.

Additional charges and fees may apply in specific instances – see below.

Guests should review their payment confirmation details carefully. If any of these details are incorrect, guests must inform The Deerstone at the earliest available opportunity. Guests must also ensure that they discharge any and all sums required in accordance with their confirmation payment schedule. If they do not do this, The Deerstone reserves the right to cancel their reservation and retain their deposit(s).

**Security Deposit:**

Guests are required to provide The Deerstone with a valid credit / debit card at reservation and upon arrival / at check-in. By making a reservation, guests are authorising The Deerstone to charge their selected card to cover any fees added to their reservation, damage to property, and / or charges owed in respect of alteration or cancellation.

**Value-Added Tax (V.A.T.):**

All reservations are subject to a V.A.T. charge calculated at the presently-applicable rate (13.5%). The Deerstone reserves the right to alter any and all charges in order to account for changes to the applicable V.A.T. rate.

**Alteration & Cancellation:**

Reservations in respect of the Self-Catering Units are entitled to a fully refundable alteration / cancellation of their reservation up to twenty-one (21) days prior to their agreed date of arrival. Alterations / cancellations made outside of this period are charged in-full.

Prior to their stay, it is strongly advised that guests purchase travel insurance to cover unforeseen changes in their travel plans.

In the unlikely event that adverse weather conditions, extenuating circumstances, and / or regional or national restrictions beyond the control of The Deerstone prevent the provision of safe services to guests, The Deerstone reserve the right to unilaterally amend / cancel / delay reservations. In such an event, The Deerstone will offer alternative accommodation or offer the opportunity to amend the agreed date to a suitable alternative. The Deerstone will be unable to issue any refunds or offer compensation in respect of any costs and / or expenses incurred as a result of the adverse weather conditions, extenuating circumstances, or regional / national restrictions beyond the control The Deerstone. It is strongly recommended that all guests purchase travel insurance in the event of such circumstances transpiring.

**Gift Certificates:**

Gift certificates cannot be redeemed for cash, nor can they be accepted in conjunction with any other promotional offers. Reservations made using a gift certificate can be made in the normal manner. The Deerstone cannot accept any responsibility for the loss or theft of gift certificates. Gift certificates are not replaceable if lost, damaged, or stolen, and are void if altered, photocopied, or reproduced. In the event that the value of a gift certificate does not cover the full cost of a reservation, the balance must be paid by the redeemer of the gift certificate in the normal manner.

**Arrival & Departure:**

Guests with reservations in respect of the Self-Catering Units are required to complete the arrival / check-in procedure after **15:00** on their agreed date of arrival and are required to have completed their departure / check-out procedure by **11:00** on their agreed date of departure.

Guests in respect of commercial and / or wellness retreat reservations can arrange a specific arrival / check-in procedure and / or a specific departure / check-out procedure by prior agreement.

**Children:**

Children aged sixteen (16) years and older can be accommodated from the months of September to July. Children of all ages are accommodated during the intervening months. It is

imperative that children are supervised by their parent(s) / guardian(s) at all times, who remain entirely responsible for their behaviour, and any and all consequences of misbehaviour.

**Pets:**

Pets can be accommodated in the Shepard Hut Units, subject to a maximum of one (1) pet per guest. There is a surcharge of €15.00 per pet (not chargeable for service animals). It is imperative that pets are supervised by their owner(s) at all times, who remain entirely responsible for their behaviour, and any and all consequences of misbehaviour. Pet-owners are fully liable for any damage caused by their pet, to their pet, other pets, guests, and / or The Deerstone's contractors, partners, staff, servants, agents, property, furnishings, equipment, and grounds.

Pets should not be left unsupervised at any stage whilst within the confines of the grounds of The Deerstone. Should they foul, pet-owners are entirely responsible for the sanitary disposal of their pet's waste.

Pet-owners must also ensure that their pet fully complies with all applicable legislation.

**Noise, Nuisance, Behaviour:**

The Deerstone is a secluded hideaway offering quiet retreats. Guests are required to respect their surroundings and neighbours (human and animal) at all times, and they should always ensure that noise is kept to a minimum. In order to maintain the peaceful environment at The Deerstone, guests cannot use the sauna and / or hot tub facilities after **22:00**, and they cannot use the pool and / or spa facility after sunset.

Reserving-guests are responsible for the behaviour of other guests in their party. Guests' behaviour should be in keeping with the calm environment of The Deerstone's grounds. Aggressive, excessive, noisy, and / or disruptive behaviour is not tolerated. Offensive and / or illegal behaviour is also not tolerated.

Offensive and / or aggressive behaviour and / or language being used towards The Deerstone's staff, servants, and / or agents is not tolerated. The Deerstone reserves the right to refuse services and prevent access to the confines of the grounds of The Deerstone in the event that guests' conduct is considered to be inappropriate, offensive, and / or aggressive. In such circumstances, refunds will not be offered and The Deerstone reserves the right to preclude such guests, and any other guests in such guests' party from making future reservations.

**Environment & Sustainability:**

Guests must be aware of their surroundings whilst within the confines of the grounds of The Deerstone and they should treat all of The Deerstone's property carefully and appropriately.

Guests should also familiarise themselves with The Deerstone's Sustainability Policy prior to their stay - <https://thedeerstone.ie/#sustainability>.

**Smoking:**

Smoking is strictly forbidden within the confines of the grounds at The Deerstone.

**Insurance:**

Prior to their stay, it is strongly advised that guests purchase travel insurance to cover unforeseen changes in their travel plans. Reserving-guests and / or third parties must ensure that they have the appropriate, relevant, and necessary insurance policy / policies in place to cover any and all unforeseen circumstances which could arise that may result in liability occurring.

**Photography:**

Under no circumstances is photography / image capturing (still, digital, and / or video – by whatever name called) permitted within any of the changing areas within the confines of the grounds of The Deerstone. Guests are permitted to partake in non-intrusive photography / image capturing (still, digital, and / or video – by whatever name called) with consenting members of their own party, and / or other consenting guests / parties.

**Parking & Vehicle Use:**

Designated parking spaces located at the entranceway are included in the price of all reservations. Once parked, guests cannot use their vehicle within the confines of the grounds of The Deerstone.

**Medical Conditions:**

Guests must provide advance notice of any medical conditions that they suffer from. Such notice should be provided via email – [guests@thedeerstone.ie](mailto:guests@thedeerstone.ie).

**Disabilities, Restricted Mobility, Special Requirements:**

The Deerstone welcomes guests with disabilities, restricted mobility, and / or special requirements. Guests with particular care requirements must contact The Deerstone in advance of their reservation in order to ensure that same is correctly facilitated. Such reservations may be subject to limited availability and / or suitability due to reasonable adjustments that may be required.

**Wellness Activities & Facilities:**

Guests must note and comply with all verbal or written guidance, especially safety guidance supplied to them by The Deerstone. Guests must also comply with all displayed notices.

Please note that all Wellness Activities & Facilities are subject to a Release of Liability Waiver which must be executed by guests prior to use. The Deerstone reserves the right to prevent guests from partaking in Wellness Activities and / or using Wellness Facilities in the event that they refuse to execute the Waiver. Failure to comply with any Terms contained herein may result in restrictions and / or revocation of privileges.

The term “*Wellness Activities & Facilities*” shall include any and all activities, actions, dealings, events, measures, procedures, and / or services that are sponsored, offered, organized, enabled, facilitated, managed, assisted, supported, and / or authorized by The Deerstone, which may or may not be held and / or take place at, on, and / or near The Deerstone’s Property, and

shall further include, but is not limited to, use of bathing areas, hot tubs (including Japanese soaking baths), jacuzzies, saunas, ice baths, pools (including wave pools), firepits, fireplaces, Drinks Barn, barbeques, spa facilities (by whatever name called), exercise classes (by whatever name called), and massage treatments (by whatever name called).

When using the Japanese Soaking Baths, which are fully self-serviceable, guests are to take care at all times when using the Baths and managing the connected stove, as well as the fire and / or ashes contained within. Prior to igniting the connected stove, guests must ensure Baths are no more than two-thirds (2/3) full. Using the specialist equipment provided, guests must ensure that their stove has been adequately cleaned prior to using same. Upon ignition of the fire in the stove, guests must ensure that the stove's air vents are fully open and unobstructed. As soon as the Baths' water temperature reaches forty (40) degrees Celsius, guests must ensure that the connected stove's air vents must be closed in order to extinguish the fire. The Baths' temperature can be monitored using the floating thermometer which is located within each of the Baths. If the temperature of the water within the Baths is too hot, the temperature can be reduced by adding cold water. If the Baths have been overfilled, water levels can be reduced by opening the valve at the base of the Baths. A paddle is provided with each Bath for the purposes of mixing the water contained within.

The maximum duration of a session using the hot tubs or saunas is twenty-five (25) minutes. This limitation is imposed to ensure the health, safety, and well-being of users. Persons who have consumed alcohol are strictly prohibited from entering the hot tubs or saunas. Alcoholic consumption impairs judgment and increases the risk of accidents and / or injuries occurring. Persons with pre-existing medical conditions are strongly advised against using the hot tubs or saunas.

When using the saunas, the temperature must be self-regulated by guests – who must always take reasonable care when regulating the temperature. Guests can alter the temperature of the saunas by adding water to the saunas' coals, and they can decrease the temperature significantly by opening the saunas' door(s). Guests should refrain from using the saunas if the internal temperature exceeds ninety (90) degrees Celsius.

All guests are required to exercise caution and take all reasonable steps necessary to ensure their own safety whilst partaking in the Wellness Activities and / or using any and all of the Wellness Facilities. Guests should be familiar with the requirements outlined for proper use of the Wellness Activities & Facilities prior to partaking in and / or using same, including, but not limited to, wearing appropriate attire at all times, practicing good standards of personal hygiene to include showering before use of water-based apparatuses, ensuring the Facilities' equipment remains free from obstruction and is not caused to be damaged, taking reasonable caution around greasy and / or slick and / or slippery surfaces, taking reasonable steps to regulate the temperature of the various Wellness Facilities during use, abstaining at all times from bringing glass and / or breakable containers into, on, and / or around any of the Wellness Facilities, partaking in Activities in accordance with their personal ability, refraining from using the Facilities if pregnant, elderly, epileptic, diabetic, asthmatic, under the influence of alcohol and / or illegal substances, suffering from an illness, diagnosed with a pre-existing medical condition that affects the heart, lungs, brain, circulatory system, or a condition which might result in loss of consciousness.

Participation in Wellness Activities and use of Wellness Facilities, are strictly subject to availability and operate in order of application (*first come, first served*).

Glass containers are strictly prohibited in or around the Wellness Facilities.

Guests can rent an electric bicycle for a daily charge of €50.00. Please note that all such rentals are subject to an Electric Bicycle Rental Agreement which must be executed by guests prior to use. The Deerstone reserves the right to prevent guests from renting an electric bicycle in the event that they refuse to execute the Waiver.

The Deerstone facilitates yoga classes for guests on Weekends at an additional charge of €25.00 per person.

### **Food & Beverages:**

In relation to commercial reservations, and reservations in respect of Wellness Retreats, food and beverages will be provided to guests during their stay. Such guests are also permitted to bring their own chef / caterer if they so wish, at cost to themselves. Please note that where this occurs, the chef / caterer will be required to execute a Release of Liability Waiver which must be executed by that chef / caterer prior to their attendance at The Deerstone. The Deerstone reserves the right to prevent a chef / caterer from attending at The Deerstone in the event that they refuse to execute the Waiver.

Guests who have booked Self-Catering Units must provide their own food & beverages during their stay. At an additional cost, The Deerstone offers pizzas to all guests on Fridays between 18:00 and 20:00.

Alcoholic beverages can be purchased from the Drinks Barn located within the confines of the grounds of The Deerstone using an *honesty* system.

### **Accommodation:**

Guests must treat their accommodation with care and diligence at all times, and they must leave their accommodation in a clean and tidy condition upon departure / check-out. The Deerstone reserves the right to charge guests for cleaning over and above what is normally permissible.

An accommodation inventory is provided to guests at arrival / check-in. Damage caused to accommodation and / or theft of accommodation's contents is unacceptable. The Deerstone reserves the right to charge guests for damage caused to their accommodation and / or theft of their accommodation's contents.

The maximum number of guests permitted in each accommodation type must not be exceeded. If maximum occupancy is exceeded, The Deerstone reserve the right to move those additional persons to an alternative accommodation unit and then charge those persons the appropriate full charge for the cost of obtaining the additional accommodation from the date that the relevant party arrived for their stay.

The Deerstone reserves the right to enter guests' accommodation at any time for any reasonable purpose. Guests' occupation of their accommodation is not exclusive.

In order to protect the privacy of guests and the tranquillity of the natural surroundings at The Deerstone, we strictly do not permit non-guests to enter the confines of the grounds of The Deerstone without express permission in advance.

**Security:**

Guests should be aware that their personal belongings are their responsibility during their stay. This includes guests' vehicles, which may be parked within the confines of the grounds of The Deerstone. Guests should ensure that their personal belongings are always safe and secured, and that their vehicles are safely parked and locked at all times. The Deerstone accepts no liability for any accident, loss and / or damage to guests' property and / or personal belongings, unless such loss, damage, and / or accident is demonstrably due to the negligence of The Deerstone, their contractors, their partners, their staff, their servants, their agents, and / or other parties for whom The Deerstone is legally responsible.

**Guests' Information:**

The Deerstone has the right to obtain certain personal information about guests prior to, during, and after their stay. This information includes, but is not limited to, guests' names, dates of birth, postal addresses, and genders. Failure by guests to provide information to The Deerstone, where requested, may result in the inability to process a reservation.

In order to ensure a safe and secure environment within the confines of the ground of The Deerstone, guests' identification may be required upon arrival / check-in.

**Privacy:**

The Deerstone is committed to respecting and safeguarding guests' privacy.

The Deerstone is obliged, pursuant to current legislation, to obtain and hold information that contains guests' personal data in relation to which the General Data Protection Regulation (GDPR) 2018 will apply. The Deerstone will strongly endeavour to only collect personal data relating to guests' stay with their informed consent. This data may include the electronic storage of photographic identification as provided by guests. Please be aware that if guests do not supply The Deerstone with personal data at their request, The Deerstone may be unable to offer their services.

Private / personal data held by The Deerstone may be accessible to third-parties in connection with the services they provide to The Deerstone such as, but not limited to, accounts and database maintenance, website systems organisation, and computer programming. Any such agent may have access to said data solely for the purpose of the provision of services to The Deerstone and any such agent must strictly observe The Deerstone's commitments to guests' security and privacy.

The Deerstone's policy in relation to privacy, and any issues relating to The Deerstone's Website, are governed exclusively by Irish law and are subject to the exclusive jurisdiction of the Irish Courts. If any part of the policy in relation to privacy is deemed to be invalid or unenforceable, the validity of the remainder of the policy will not be affected. Any delay or failure on the part of The Deerstone to enforce any of their rights shall not constitute a waiver by them of such rights, responsibilities, and remedies.

The Deerstone reserves the right to modify their policy in relation to privacy at any time. Any revised policy will be amended in future Terms & Conditions of Business, and may be published on The Deerstone's Website. By using The Deerstone's Website, guests signify their



express acceptance of The Deerstone's policy in relation to privacy. Statistical information may become available to The Deerstone through their internet service provider if guests are web-browsing, and guests should note that The Deerstone uses cookies and similar technologies (such as pixels and tags). Each time guests access The Deerstone's Website or services, they are bound by the current policy in relation to privacy. The Deerstone strongly recommends that guests review the current policy in relation to privacy each time they use The Deerstone's Website or services.

Electronic communication by way of use of the internet automatically involves private / personal data passing through third parties. The Deerstone are committed to ensuring that guests private / personal data is protected, however, they are unable to fully guarantee the total security of said data, which is transmitted electronically, and it should be noted that any such transmission is made to and from guests at their own risk.

Pursuant to GDPR 2018, guests have the right to restrict the processing of private / personal information, the right to data portability and erasure, the right to rectification of inaccurate data, the right to request copies of any private / personal data held by The Deerstone, and the right to lodge a complaint with the office of the Data Protection Commissioner, if they should feel that their data is being processed illegally. Contact information for the office of the Data Protection Commissioner can be found on their Website - <https://www.dataprotection.ie>.

### **Complaints:**

If a guest wishes to make a complaint about any aspect of The Deerstone's services, they must do so in writing. Written complaints will be reviewed within fourteen (14) days of the date of receipt of the complaint, and The Deerstone will endeavour to respond with a written reply to a complaint within fourteen (14) days thereafter.

***We trust the above is understandable. Please contact us with any associated queries.***