

## **WOODCHEST'S GLAMPING HUNTS HALL**

These terms and conditions apply to bookings of accommodation at our glamping site at Hunt's Hall in Essex. Please read these terms and conditions carefully before making your booking, as you will be bound by them when your booking is accepted.

### **General**

In these terms and conditions:

**"Accommodation"** means a safari tent or other glamping unit .

**"Site"** Means Woodchest's Glamping, Hunts Hall, Pebmarsh.

**"you"** or **"your"** means the person named in the booking confirmation.

**"we"**, **"us"**, or **"our"** means Woodchest's Limited (Company Number 10970636)

### **1. Bookings**

1.1. Your contract with us will begin when we issue you with your booking confirmation. Your contract with us will be on the terms set out in these terms and conditions.

1.2. All bookings are formally confirmed when we issue you with your confirmation invoice. Your confirmation invoice will set out the Accommodation you have booked, the dates of your booking, and the total amount paid for your booking. We will normally issue you with your confirmation invoice by email.

1.3. You, as the person making the booking, will be responsible for all members of your party. You, must be at least 18 years old at the time of booking.

1.4. Children under the age of 18 must be accompanied by an adult and in entering a contract with us you accept responsibility for supervising your child at all times whilst at the Site.

1.5. Your bookings (including any changes) can only be discussed with you, we cannot discuss the booking with another member of your party unless you give express consent for us to do so.

1.6. Special requests must be requested at the time of booking. We will do our best to accommodate such requests, but cannot give any guarantee that we will be able to do so.

1.7. It is a condition of your booking that you obtain appropriate travel insurance for all members of your group.

1.8. We reserve the right to accept or decline bookings entirely at our discretion.

### **2. Payment**

2.1 You must pay us the total amount payable for your booking at the time of booking. Clause 4 of these terms and conditions apply to cancellations of bookings.

2.2 We regret we cannot not accept payment by cheque.

### **3. Prices**

3.1. The most up to date pricing information will always be available on our website. From time to time we may review and amend the prices we charge for our Accommodation.

3.2 We will confirm the price of your Accommodation at the time you make your booking and in your confirmation invoice.

3.3 All prices include VAT. If the VAT rates change, we reserve the right to change our prices accordingly. VAT invoices can be provided on request.

3.4. All prices given on our website or by telephone or email include any charges for water, gas, electricity, and oil that may be applicable to the Accommodation.

#### **4. Cancelling your Booking and Cancellation Charges**

4.1. Your Accommodation booking is a contract for the provision of leisure services on a specific date or dates and this means that **you do not have a statutory right to change your mind and cancel the contract**. We do, however understand your plans may change, and we offer you the right to cancel your contract subject to the provisions of this Section 4.

4.2. If you wish to cancel a confirmed booking you must let us know by email or in writing as soon as possible and, in any event, prior to the first day of your booking. Your booking will be cancelled with effect from the day we receive your email or written notification, subject to us deducting cancellation charges as set out in Section 4.3 below.

4.3. Our cancellation charges are calculated according to the time between when we receive notification from you that you wish to cancel your booking and the start of your booking. Our cancellation charges are set out in the table below:

<b>No. of days prior to booking start date</b>	<b>Cancellation charge</b>
More than 30 days	administration fee of £15
14 – 30 days	50% of the total booking charge
Less than 14 days or after the booking start date	100% of the total booking charge

4.4. If you cancel your booking after the booking start date, we will not issue any refund for any remaining nights of your booking.

4.5 No refunds will be issued other than as set out in this clause 4, and this includes where you cancel your booking for any reason outside of your reasonable control. Such reasons include bad weather and illness. We strongly recommend that you consider buying holiday insurance to cover you in these circumstances.

#### **5. Making Changes to Your Booking**

5.1. If you want to change any detail of your confirmed booking you must let us know by telephone, by email or in writing as soon as possible. This includes details such as the number of guests and the size of your Accommodation.

5.2. Whilst we will do our best to accommodate your request, we cannot guarantee that we will be able to meet any request for changes.

5.3. If we are able to change your booking, you must pay us any additional accommodation costs due as a result of the change – we will confirm the amount of any additional accommodation costs due at the time we change your booking. If your accommodation costs are lower as a result of the change we will refund you the difference at the time we change your booking, after deducting the administration fee referred to above.

#### **6. In the Event We Need to Change or Cancel Your Booking**

6.1. We do our best to avoid having to make changes to your booking, however sometimes problems happen, and bookings have to be changed or cancelled. We will only change or cancel your booking (a) if it is strictly necessary to undertake essential repair or refurbishment works; or (b) for other reasons unforeseen at the time you made your booking which are beyond our reasonable control.

6.2. Bell tents cannot be used with winds of 30mph or above.

6.3. If we need to change or cancel your booking for the reason set out in Section 6.1(a), we will do our best to offer you a suitable alternative booking. If we are not able to offer you a suitable alternative, or if you do not accept the alternative we offer, the booking will be deemed cancelled and we will refund you the total amount you have paid us for the booking.

We will not be responsible for any other unforeseeable losses you suffer as a result of that change or cancellation.

6.4. If we need to change or cancel your booking in line with 6.1(b). because it becomes of unforeseen events beyond our reasonable control, we will do our best to offer you a suitable alternative booking for either the same dates or alternative dates. If you do not accept the alternative we offer, the booking will be deemed cancelled and no refund of any amounts paid will be offered.

## **7. Group bookings**

7.1. Group bookings can only be accepted from organised groups. Bookings for all groups, including large family or friend groups, must be notified to us and approved by us at the time of booking. We regret the Site is not suitable for stag or hen parties.

7.2. Please note that if you fail to comply with our rules on group bookings as set out in this Section 7 we may need to exercise our rights under Section 12 ("Asking you to Leave").

## **8. Site Rules and Visitor Behaviour**

8.1. You must only use the Accommodation for the purposes of your holiday. You must not use the Accommodation for any other purpose, including for any business purposes, without our prior written consent.

8.2. You must keep the Accommodation and any contents clean and tidy and leave them in the same condition as when you arrived.

8.3. You must not use the Accommodation, or allow it to be used, for any dangerous, offensive, noisy, illegal or immoral activities. You must not cause any nuisance or annoyance to any neighbours or anyone else during your stay.

8.4. Smoking is not permitted in any part of your Accommodation or the Site. Please note smoking includes use of vapours and/or e-cigarettes. You and your party must not smoke inside your Accommodation.

8.5. You and your party must not use candles, fireworks or any similar equipment at your Accommodation.

8.6 You and your party must not fly drones on any part of the Site.

8.7. You and your party must not use barbeques, gas stoves, or other naked flames and cooking equipment on the Site unless it is provided as part of the Accommodation offer.

8.8. Dogs are not permitted at the Site, You must tell us at the time of booking if you wish to bring an assistance dog on to the site and we will consider any such request on a case by case basis.

8.9. Please note that if you do not comply with the standards set out in this Section 8 we may exercise our rights under Section 12 ("Asking you to Leave").

## **9. Occupancy Limits for your Accommodation**

9.1. You must ensure that the maximum number of people occupying the Accommodation does not exceed the maximum occupancy limits specified at the time of your booking. You must not bring additional camp beds to the Accommodation. For the purposes of occupancy limits a child over the age of 2 is considered an occupant.

9.2. We set maximum occupancy limits for your safety and to comply with applicable health and safety and regulatory requirements. As such, we reserve the right to require you to leave the Site (without any compensation or refund) if you exceed the maximum occupancy limits as described in this Section 9.

## **10. Damage/additional Cleaning.**

10.1. If you discover that anything is missing or damaged on arrival at your Accommodation you should notify us immediately, or we will be entitled to assume that you caused the relevant damage or loss.

10.2. You will be responsible for the cost of any damage to the Accommodation or its contents caused by you or by any member of your party or animal brought with you.

10.3. If the accommodation is not left as required under 8.2, we reserve the right to make a charge to cover additional cleaning costs.

### **11. Problems or Complaints**

11.1. We are proud of our Site and take care to ensure that all Accommodation is of a high standard. However, if you have any problems or complaints, please contact Hugh Crayston at the site and give us the opportunity to resolve it. We will do our best to help, but please note that we will not tolerate any written, verbal or physical abuse towards any of our staff.

### **12. Asking You to Leave – Our Rights**

12.1. We may terminate our contract with you and ask you to leave your Accommodation and the Site immediately (without any compensation being payable) if:

12.1.1. we consider that you or your party have committed a serious breach of these terms and conditions;

12.1.2. we consider that you or your party's behaviour endangers the safety of our visitors or staff;

12.1.3. any reasonable complaints are made of anti-social or unacceptable behaviour against you or your party;

12.1.4. you or your party cause an unreasonable amount of damage to the property or its contents; or

12.1.5. you exceed the maximum occupancy for your Accommodation.

### **13. Our Liability to You**

13.1. We are responsible for loss or damage you suffer if we fail to comply with these terms to the extent that it is foreseeable as a result of our breach of these terms and conditions or our negligence. We are NOT responsible for any loss or damage that is not foreseeable. Loss or damage is foreseeable if it is an obvious consequence of our breach or if it was contemplated by you and us at the time we entered into this contract.

13.2. Nothing in these terms and conditions is intended to limit our liability for:

13.2.1. death or personal injury caused by our negligence;

13.2.2. fraud or fraudulent misrepresentation on our part; or

13.2.3. any breach of the terms implied by Section 10, 11 and 13 of the Consumer Rights Act 2015.

13.3. Nothing in these terms will affect your legal rights in respect of your booking.

### **14. Events Outside Our Control**

14.1. We will not be responsible for any failure to perform our obligations under these terms and conditions to the extent that is caused by an event outside our control.

14.2. An event outside our control means any act or event that is beyond our reasonable control, including (but not limited to) a severe weather event (including drought, storms of floods), fire, explosion, earthquake, subsidence, epidemic or other natural disaster, strikes or industrial action by third parties, terrorist attack or threat of terrorist attack, war or threat of war, civil commotion, riot, invasion, or failure of public or private telecommunications networks.

### **15. Practical Information**

15.1. **Late Check Out** Your check-in and departure times will be set out in your booking confirmation. If you do not leave the Accommodation by the required departure time we reserve the right to charge you a late checkout fee to cover any costs we incur.

15.2. **Lost Property** If you leave any of your possessions behind, please contact us as soon as possible. We reserve the right to charge you for any storage and delivery costs that

we incur in relation to your lost property. We will hold all lost property for six months, after which it will be disposed of.

## **16. The Local Area**

16.1. **Local Area** Our Site is in a rural area close to a working farm and Prestons fishing lake. It is important that you and your party take all reasonable precautions and take into account and observe any health and safety information and signage provided. In particular, you must supervise children and dogs properly at all times. It is important that you and your party do not interrupt or endanger those working at the property or on the surrounding land.

16.2. **Respecting the Local Environment** Wildlife may be present at the Site. Any disturbance caused by wildlife should be reported to us immediately and reasonable steps will then be taken to assist.

## **17. Entire Agreement**

17.1. This agreement constitutes the entire agreement between you and us and supersedes and extinguishes all previous promises, representations and undertakings.

17.2. No one other than a party to this contract shall have any right to enforce any of its terms.

## **18. Data Protection**

18.1. We may communicate with you from time to time about your booking and your experience with us and will use your data in accordance with our privacy policy.

18.2. If you wish to alter the way we communicate to you at any time you can write to the address given in on the website, or send an e-mail to [Hugh@woodchests.co.uk](mailto:Hugh@woodchests.co.uk) or telephone the number on the web site. For more detail view our privacy policy online.

## **19. Governing Law**

19.1. These terms and conditions are governed by English law. You and we both agree to submit to the exclusive jurisdiction of the English courts.

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