# **Owley Woods Terms and Conditions**

# 1. Making a Booking

You must be aged 21 or over to book a stay at Owley Woods, minimum guest age 18 years.

Full payment or a deposit of 10% is payable at time of booking

If a deposit is paid then the balance payment is due 4 weeks prior to your arrival date

Bookings made within 4 weeks of the arrival date are payable in full at the time of booking

If full payment has not been received within 4 weeks of your arrival date, Owley Woods reserves the right to cancel your booking and your deposit will not be refunded

# 2. Booking Confirmation

A contract shall only arise when your booking is confirmed by email, your contract with us will be on the terms set out in these terms and conditions.

If you have paid a deposit, you will be sent a reminder email advising when the balance is due.

All emails will be sent to the address provided in the booking form. Please check all the details carefully and contact Owley Woods immediately if you find any discrepancies.

All bookings are provisional until payment has been received in full.

Bookings are non-transferable.

It is strongly recommended that you obtain appropriate travel insurance for your stay.

We reserve the right to accept or decline bookings at the time of booking or anytime thereafter.

Group bookings can only be accepted from organised groups. Bookings for all groups must be notified to us at the time of booking. The site is not suitable for stag or hen parties.

Please note if you fail to comply with our rules on group bookings above, we may need to exercise our rights under these terms and conditions to ask you to leave.

#### 3. Payment

The price stated on the confirmation email / invoice is binding.

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 accommodation.

We will confirm the price of your accommodation at the time you make your booking and in your confirmation invoice / email.

# **4. Security Deposit**

A security deposit may be requested.

#### 5. Cancellations

Your accommodation booking is a contract for the provision of leisure / hospitality services on a specific date or dates and this means 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 the following conditions.

Owley Woods must be notified in writing (this can be via email) should you need to cancel 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 below.

In the event you need to cancel your booking for any reason, the following shall apply:

- Bookings cancelled 12 weeks (84 days) or more prior to arrival date will receive a full refund, minus £50 administration fee
- Bookings cancelled 4 weeks (28 days 83 days) or more prior to arrival date forfeit 10% of the full booking price
- Bookings cancelled with less than 4 weeks (28 days) prior to arrival date receive no refund
- Bookings cancelled after the start date will not receive a refund
  If you pay a deposit but full payment has not been received within 4 weeks of your arrival
  date Owley Woods reserves the right to cancel your booking and your deposit will not be
  refunded

Any changes to the above are subject to discretion of Owley Woods and on a case-by-case basis

Owley Woods reserves the right at all times, without statement of reasons, to refuse or cancel a booking

Owley Woods is not liable and cannot accept responsibility for refunds, loss damages or expense incurred in the event that it is prevented from fulfilling your booking as a result of circumstances beyond its control. Such circumstances shall include (but not be limited to) war, terrorism, riots or civil unrest, industrial action, flooding, natural disasters, epidemics, health risks or such similar events (Force Majeure)

Any refunds given or bookings moved, when done so at the discretion of Owley Woods, for any reason will incur an admin fee of  $\pm 50$ 

You are required to have adequate travel/holiday insurance to cover your stay. If you choose not to have insurance, Owley Woods is not responsible for losses incurred as set out above

If Owley Woods cancels your booking for any other reason than non-payment of full balance, (for example sickness or bereavement), 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 within 30 days of cancellation but as soon as practicable.

# 6. Covid-19 Refund Policy

If Covid 19 government restriction require Owley Woods to close, or you are in a tiered area that the government has not allowed to travel to us, you are entitled to a full refund or an Owley Woods voucher to enable you to transfer to alternative dates.

You will qualify for a full refund, or to take the option to change your dates for later in the year or up to a year from your arrival date, for the following reasons,

- If we need to cancel your holiday due to a national lockdown.
- Local restrictions including local lockdowns preventing travel are in place affecting your booking postcode.
- Local restrictions including local lockdowns preventing travel are in place in our postcode preventing you from travelling to us.

#### 7. Booking Amendments

If you want to change any detail of your booking you must let us know by email or in writing as soon as possible.

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

If we are able to change your booking, you must pay us any additional accommodation or Admin costs due as a result of the change – we will confirm the amount of any additional 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.

Where possible we will try to accommodate any request to amend booking dates within 4 weeks of your arrival date but if not possible and you are no longer able to stay then this will be classed as a cancellation as detailed above.

Any requests to rearrange your booking will be at the discretion of Owley Woods.

# 8. Breach of Booking Conditions

Owley Woods reserves the right to cancel bookings at any time if guests are found to be disruptive, rude, obstructive, abusive and/or break the terms of their booking contract. In such circumstances guests will be required to vacate the accommodation immediately and no refund will be payable to the guests for the unexpired part of their stay.

#### 9. Arrivals and departures

Bookings are from 4pm on the day of arrival to 11am on the day of departure. Guests are asked to leave their accommodation clean and tidy when vacating. The owner reserves the right to gain access without prior notice for the purpose of maintenance and inspection if it is necessary.

#### 10. Guests Behaviour

The guests have the right to occupy the tent for the paid holiday period only.

Guests undertake to behave in a proper, appropriate and legal manner with due respect to the owner, the property and other guests and their property. If any guest behaves inappropriately or improperly (of which the owner will be the final judge), or illegally, the owner reserves the right to ask the guest and their party to leave the tent before the end of the holiday period. Any refund for so doing will be at the entire discretion of the owner. In addition, the owner reserves the right to sue any guest for any loss, damage or injury caused to the owner, the property or to other guests and/or their property.

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.

You must keep the accommodation and any contents clean and tidy and leave them in the same condition as when you arrived. If you are unable to do so then you should notify Owley Woods staff as soon as practicable.

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.

# 11. Breakages

Any damage or breakages which may occur must be paid for. Small accidental damages or breakages of a minor nature will not normally be charged but you are required to report all

and damage to the owners at the time. We may make an additional charge of £100 if you fail to report to us during your stay.

If you discover 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.

Should any facilities, equipment, or inventory be damaged wilfully as a result of inappropriate usage or behaviour, or as a direct result of failing to respond to instructions from the owners, you will be held responsible for the cost of repair or replacement of that item.

# 12. Noise Policy

Owley Woods is a 'Quiet' site during normal hours and has a 'No noise after 11pm policy'.

All electronic music and instruments of any kind are prohibited. Loud noise is not in keeping with the peace and tranquility of the area.

A warning will be given to anyone causing unnecessary noise and guests will be told to leave site with no refund if warnings are not effective.

Group bookings will only be accepted from organised groups or if approved at time of booking.

No stag or hen parties will be permitted.

#### 13. Littering

We are committed to protecting our beautiful environment and keeping our wildlife from harm. In order to achieve this, we respectfully ask our guests to do the same and use the bins provided.

We ask all guests to recycle where possible in the bins provided.

#### 14. Cleaning

We ask that you leave your accommodation in a clean and tidy state upon your departure.

All cooking equipment and dishes used during your stay must be washed and left clean. If additional cleaning is required, including washing up, additional cleaning of the interior or fixtures and fittings, then Owley Woods reserves the right to charge for this work at a rate of £25 per hour.

#### 15. Number of Guests

The maximum number of guests permitted at Owley Woods must not exceed the number stated on the booking form due to Health and Safety and regulatory requirements. As such Owley Woods reserves the right to require you to leave the site (without any compensation or refund) if you exceed the maximum occupancy limits as your booking form.

# 16. Dogs

Well behaved dogs are permitted in all Belle tents but must be prebooked

Dogs must be kept on a lead at all times when on site and in the local area due to our pets, wildlife and sheep in neighbouring areas. There is a dog walking field at Owley for off lead walks.

Please pick up after your dogs and place in the bins on site.

# 17. Safety rules

Candles, fireworks, Chinese lanterns, generators, dangerous materials or any similar equipment are not permitted in the tents or anywhere on site at any time.

Drones or any other form of unmanned aerial vehicles are not permitted to be flown on site

# 18. Fire pit and Camping Stove

It is the responsibility of the guest to read instructions and seek advice when necessary and be fully competent in the use of the fire pit and camping stove, otherwise use should not be attempted. The guest is solely responsible for their safety and welfare when using such equipment. Owley Woods is not responsible for any injury to person or damage to property that could be caused by misuse of the equipment.

Under no circumstance should the fire pit or camping stove be moved into the tents. They are for outside use only.

Fire Pit's or Camping Stove's should not be dismantled or modified in any way except by a member of Owley Woods staff.

Wood for the fire pits and stove will be supplied by Owley Woods, it must not be taken from the 'bug hotel' or from the surrounding woodlands or campsite. Fallen dead wood provides a natural habitat for many creatures and we want it to stay that way.

In extremely hot/dry weather it may be necessary to stop using BBQs/firepits to minimise fire risk

# 19. Smoking

Smoking or vaping of any type is not permitted in the Belle Tents.

Sand pots will be provided by fire pits for any discarded cigarettes and must be used at all times.

#### 20. Utilities

Should there be a failure in a utility or service (such as water, electricity, sewerage) guests should notify Owley Woods immediately and we will aim to restore the service/utility as quickly as possible

Should any failure of service/utility provided by Owley Woods extend beyond a 24-hour period from notification, compensation will be proportionate to the loss of enjoyment suffered, unless the reason for the failure in a utility or service is beyond Owley Woods control

# 21. Liability

Owley Woods cannot be held responsible for damage or theft of personal belongings, property, bicycles or vehicles. Bicycles may be stored outside the tent at the owner's risk. Vehicles must remain in the allocated parking space and are parked entirely at the owner's risk. It is recommended that Guests ensure they have appropriate Insurance for all vehicles and possessions.

By booking and arriving at Owley Woods, you agree to be responsible for your own welfare and to take all reasonable precautions against personal injury, injury to others and damage to facilities and the Belle Tent. All outbuildings are out of bounds to guests. Any guest found in private areas will result in the immediate cancellation of the booking, this is at the discretion of the owner.

Use of the facilities at Owley Woods is the responsibility of the guest and is done so at their own risk.

Owley Woods is a glampsite in a natural environment. There are natural hazards, such as ponds, tree roots, poisonous plants and extremely limited lighting after dark, and depending on weather conditions, cold, wet and slippery surfaces.

Some of the camp equipment can be dangerous if misused. Owley Woods accept no responsibility for any accident, injury, loss or damage sustained by any guest, visitors, animals, vehicle or personal effects however caused.

Owley Woods accepts no liability for theft, loss or damage, of whatever nature, during or as a result of a stay.

It is your responsibility to have travel insurance to cover against the risk of accidents and for if your stay is cut short.

# 22. Authority to Sign

The person that makes the booking certifies that:

They are authorised to agree the booking conditions on behalf of all persons included in the booking, including any amendments at a later date.

They are over 21 years of age.

They agree to take responsibility for the party occupying the Belle Tent and to notify the owners if they are not a member of the holiday party.

### 23. Complaints

We are proud of our site and take care to ensure all accommodation is of a high standard. However, if you should have any problems or complaints please contact hoot@owleywoods.co.uk immediately in order to allow us the opportunity to resolve it. We will do our best to help, but please note we will not tolerate any written, verbal or physical abuse.

# 24. Asking you to Leave – Our Rights

We may terminate our contract with you and ask you to leave your accommodation and the site immediately (without any compensation being payable) if:

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

We consider that you or your party's behaviour endangers the safety to the property or its contents; or

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

You or your party cause an unreasonable amount of damage to the property or its contents or

You exceed the maximum occupancy for your accommodation.

# 25. Declaration

I have read the booking conditions and agree on behalf of all members of my party to abide by those condition.

I am over 21 years of age.

Owley Woods is Licensed as camp site with Sedgemoor District Council. Licence number 032737