

## Terms and Conditions

The below Terms and Conditions apply to all members of the party on whose behalf the booking is made. Completion of booking signifies acceptance of Burhope Farm Campsite Limited's Terms and Conditions.

### Booking your holiday

Please read these Terms and Conditions carefully because together with your Confirmation of Booking and the information on our website, they make up your agreement with us. We aim to provide Terms and Conditions which are easily understandable. If there is any term that you do not understand, please discuss this with us before making a booking.

#### 1. Definitions

1.1. When the following words are used in these Terms and Conditions, this is what they will mean:

1. **Accommodation:** the pitch (for use of the customer's own touring caravan, tent or motorhome) that we are providing to you as set out in the booking
2. **Booking:** your request to us for the accommodation
3. **Booking Confirmation:** our acceptance of your booking
4. **Event outside our control:** any act or event beyond our reasonable control, including without limitation; strikes, lockouts or other industrial action by third parties, civil commotion, riot, invasion, terrorist attack or threat of terrorist attack, war (whether declared or not) or threat or preparation for war, fire, explosion, storm, flood, earthquake, subsidence, epidemic or other natural disasters, or failure of public or private telecommunications networks or government directive
5. **Site:** Burhope Farm Campsite, Burhope Farm, Orcop, Herefordshire, HR2 8EU
6. **Terms and Conditions:** these terms and any other terms or documents they refer to
7. **We/our/us:** Paul & Phillipa Hale, trading as Burhope Farm Campsite Limited
8. **You/your:** You or the members of your party.

1.2. When we use the words "writing" or "written" in these Terms and Conditions, this will include email unless we say otherwise.

#### 2. Changes to our terms

2.1. The law and how we have to operate the Site may change from time to time. If this happens then we may need to update our Terms and Conditions. You will be able to find the latest version on our website or at our reception onsite.

2.2. If we make any significant changes to our Terms and Conditions after you have requested a booking which has a materially adverse effect on your booking, we will give you the option to cancel with a full refund.

### **3. Our Contract with you**

- 3.1. When you submit a booking to us this does not mean that we have accepted it. We may or may not do so. If we are unable to supply you with the accommodation, we will inform you of this and we will not accept the booking and refund payments you have already made.
- 3.2. These Terms & Conditions will become binding on you and us when we send you a Booking Confirmation, at which point a contract will come into existence between you and us. Please check your Booking Confirmation carefully as soon as you receive it and inform us of any discrepancies. If any are our fault, we will do our best to remedy the situation.
- 3.3. If we are unable to accept your booking, we will inform you of this and will not charge you. This might be because accommodation or essential facilities are unavailable, or we have identified an error in the price or description of the holiday.
- 3.4. These Terms and Conditions apply whether you make a booking via our website, by email, post, telephone or in person.

### **4. Price, payment and deposit**

- 4.1. The price of the accommodation will be set out at the time we confirm your booking. Our prices may change at any time, but price changes will not affect bookings already confirmed with you.
- 4.2. When you book your holiday you will need to pay in full. These prices include VAT. If the rate of VAT changes between the date you submit your booking and the date we send you a booking confirmation, we will adjust the rate of VAT that you pay unless you have already paid in full before the change in the rate of VAT takes place.
- 4.3. It is always possible that, despite our best efforts, our holidays may be incorrectly priced. We will normally check prices before accepting your booking so that, where the correct price at your booking date is less than our stated price at your booking date, we will charge the lower amount. If the correct price at your booking date is higher than the price stated, we may contact you for your instructions before we accept your booking. If we accept your booking where a pricing error is obvious and unmistakable and could reasonably have been recognised by you as a mispricing, we may end the contract and refund you any sums you have paid.

### **5. Your rights to cancel and receive a refund**

- 5.1. You may cancel your booking at any time but that does not mean that you will always receive a full refund from us. If you need to cancel your booking, please contact us as soon as possible in writing.
- 5.2. If you decide to cancel your booking within 14 days of the arrival date, no refunds will be due unless we are able to rebook the pitch.

5.3. If you decide to cancel your booking and are eligible for any refund, we will retain a 5% administration fee along with any deposit that has been paid.

5.4. If you decide to vacate the accommodation before your date of departure, for any reason other than as a result of us breaching our obligations under these Terms and Conditions or our negligence, we are not liable to offer you a refund.

5.5. Once we have confirmed your booking, you may cancel it at anytime and receive a full refund of all the payments you have made to us by giving notice if any of the following occur:

1. we break this contract in any material way and we do not correct or fix the situation within a reasonable period;
2. we change these Terms and Conditions to your material disadvantage.

## **6. Changing your booking**

6.1. You may make a change to your booking by contacting us prior to the start of your stay subject to availability. If you wish to change your booking the following will apply:

1. You may not transfer your booking to another person.
2. Requests to make changes to the booking can only be accepted subject to availability. We will only accept instructions to amend the booking by the lead person who made the booking.
3. We may not refund the difference in price if your altered booking is one for which we ordinarily charge a lower price at the date we receive notice from you that you wish to change. In that case we will explain why we are not able to provide you with a refund of the difference in the booking price.
4. You will also have to pay us the difference in price if the altered booking is one for which we ordinarily charge an additional amount at the date we receive notice from you that you wish to change.

## **7. Our rights to cancel and the refund you will receive**

7.1. We may have to cancel the booking due to the unavailability of key personnel or key facilities without which we cannot provide the accommodation. If this happens:

1. We will promptly contact you to let you know.
2. We may cancel the booking and refund your payments or offer alternative accommodation and refund any payments for accommodation not yet provided to you less the cost of alternative accommodation.
3. If we offer alternative accommodation, you may still choose to cancel the booking and we will refund the payments you have made to us.

7.2. We may cancel to contract for accommodation at any time with immediate effect if:

1. you do not pay us when you are supposed to, or

2. you are in breach of these booking Terms and Conditions in any other material way and you do not remedy the situation within a reasonable period after we ask you to.

7.3. If you do not arrive, or you have notified us of a later arrival, before noon on the day following the date on which your booking commences, we will cancel the booking and you will not be entitled to a refund.

## **8. Providing accommodation**

8.1. We will supply the accommodation to you from the date set out in the Booking Confirmation, for the named individuals stated on the Booking Confirmation with the additional services set out in the Booking Confirmation.

8.2. We reserve the right to change your allocated accommodation before the arrival date and to alter prices as a result of any changes that the Government may require us to make by Statute. You will be given reasonable notice in the event of any such changes.

8.3. We will make every effort to provide the accommodation. However, we may be unable to do so due to any event outside our control.

8.4. In the event of an event outside our control, or in the event of a serious breakdown of services, other emergencies, or withdrawal from service of your accommodation, we reserve the right to offer you the opportunity to change the date booked, upgrade the accommodation, or cancel the booking and receive a full refund.

8.5. We may have to make minor changes to our facilities, and some may be unavailable due to maintenance at any time so please enquire about their availability before you book with us.

8.6. We will endeavour to supply specific accommodation on request, but this cannot be guaranteed and we may supply different accommodation of an equivalent or higher standard.

8.7. We may need certain information from you in order to provide the accommodation, including but not limited to the following:

- the number of people for whom the booking is made, their names;
- whether you wish to bring any pets;
- the registration number, make and model of any vehicles brought to the site.

8.8. If you do not, after being asked by us, provide us with this information, or if you provide us with incomplete or incorrect information, we may make an additional charge of a reasonable sum to cover changes to accommodation, any extra items or services supplied or alternatively we may cancel the booking. If you do not pay any additional charge, we require as a result of your request to make changes to the booking, we may cancel the booking.

8.9. Unless specified at the time of booking, the location of accommodation on the site is chosen on the next available unit. While we will always strive to provide selected accommodation plots, we guarantee this. Requests to move to alternative accommodation may result in additional charges.

## **9. Your liability for damage**

9.1. Please look after the accommodation and the site facilities so that they may be enjoyed by all. Please report any accidental damage to reception immediately, so that we can arrange a repair or replacement.

## **10. Group bookings**

10.1. Members of the same family and/or friends who book multiple accommodations at the same site over date periods and are:

1. previously known to each other;
2. travelling together;
3. reside at the same address; or
4. travelling for the same purpose such as a local event,

will be considered as a group for the purposes of these terms, irrespective of whether separate bookings have been made. Because of the nature of our site, there are additional restrictions on group bookings at certain times including peak season, so please call our campsite reception to ask about these. Due to the popularity of peak season, we may restrict bookings.

10.2. Group bookings (whether made by 1 person or several people) for 4 or more accommodations or more than 8 people must be made through our reception. Contact details can be found on the 'Contact Us' section of our website. If this is not done, we will cancel any bookings which are part of a group booking and the cancellation terms in Clause 7.2 shall apply.

10.3. When you submit a booking you must give us the names of everyone in your party. Only those people listed on your Booking Confirmation can occupy your accommodation and we can require anyone not listed to leave the site in these circumstances, no refund or compensation will be given.

10.4. If you breach this clause, we may cancel the booking without a refund and require you to leave the site.

10.5. Photographic ID may be required for all adults forming the group booking at the time of check in.

10.6. Where half or more of the party is between aged 18 and 25 you must tell us when you book. We have the right to refuse your booking or cancel after bookings have been

checked and/or we reserve the right to refuse entry or not to hand over accommodation to any person or groups of persons at our discretion.

## **11. Checking in and checking out**

11.1. Entry to the site is from Mid-day until 7pm on your arrival day.

11.2. You should leave your pitch by 10am on your departure date. Failure to leave on time may result in a late departure fee.

## **12. If there is a problem with the accommodation**

12.1. In the unlikely event that there is any problem with the accommodation:

1. please tell us as soon as possible;
2. please give us a reasonable opportunity to put it right;
3. we will use every effort to repair or fix any defect as soon as reasonably practicable.

12.2. If any problem with the accommodation which is our fault means that we are obliged to cancel your booking, we will refund payments made for accommodation not yet provided to you.

12.3. As a Consumer, you have legal rights in relation to this agreement. Advice about those rights is available from the Citizens' Advice Bureau or Trading Standards. Nothing in these Terms and Conditions will affect these legal rights.

12.4. Compensation will not be given where reasonable opportunities have not been presented or recorded onsite during your stay.

12.5. If you made the booking via our website and we have been unable to resolve your complaint you may consult the BH & HPA CEDR resolution team:  
<https://www.cedr.com/consumer/holidays/bhhpa/>

## **13. Our Liability to you**

13.1. If we fail to comply with these Terms and Conditions or are negligent, we are responsible for loss or damage you suffer as a foreseeable result of our breach or our negligence, but 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. Unless we agree otherwise in writing, we only supply the accommodation for private use. You agree not to use the accommodation for any commercial purpose, and we have

no liability to you for any loss of profit, loss of business, business interruption, or loss of business opportunity.

13.3. We do not exclude or limit in any way our liability for:

1. Death or personal injury caused by our negligence or the negligence of our employees, agents or subcontractors
2. Fraud or fraudulent misrepresentation.

#### **14. Events outside our control**

14.1. We will not be liable for compensation, or responsible for any failure to perform any of our obligations under these Terms and Conditions caused by an event outside our control.

14.2. If an event outside our control affects the performance of our obligations under these Terms we will contact you as soon as reasonably possible to notify you:

1. We may cancel your booking and refund your payments, or
2. Provide alternative accommodation of equivalent or higher standard or on alternative dates which you may choose to accept. If you do not, we will refund your payments.

#### **15. Holiday behaviour standards**

15.1. By making a booking with us you have entered an agreement in which you undertake on behalf of yourself and the members of your booking, to adopt the following standards of behaviour:

1. act in a courteous and considerate manner towards us, our staff and other guests;
2. if either prior to your stay or during your stay with us behaviour is deemed antisocial or in our reasonable opinion is likely to spoil the enjoyment of the site for others, or you behave aggressively or abusively towards our staff or guests, you will be required to leave immediately, in which event no refund will be given.

15.2. You must not:

1. commit any criminal offence at the site or undertake any criminal activity;
2. commit any acts of vandalism or nuisance;
3. keep or carry any firearm or any other weapon on site;
4. use any unlawful drugs;
5. create any undue noise or disturbance;
6. carry on any trade or business while on site.

15.3. You should respect the privacy of other users of the site and keep noise to a minimum between the hours of 10pm and 8am.

15.4. We are entitled to eject anyone from the site who acts in a manner likely to cause significant upset or significantly annoy other users of the park or our staff or who is guilty of a criminal offence.

15.5. VISOR: We do not accept booking from or allow anyone to stay on our site who is listed on the Violent and Sex Offenders Register (or any register which supersedes this). By making a booking, you are confirming that no one in your party is on this Register.

## **16. Pets**

16.1. You must tell us before you visit the park if you plan to bring any pet or animal and answer any reasonable questions about them and their suitability for our site environment. If we are not satisfied that the pet or animal is suitable for our site environment, we may tell you that you cannot bring them. This is because we cannot allow the safety of others to be put at risk.

16.2. You may only bring a maximum of two pets.

16.3. Any pet or animal that you bring must be supervised by and under the control of you, or of a responsible adult in your party, at all times. This means you may not leave any dog unsupervised anywhere on the site at any time, apart from cats and small pets which live in a cage. These rules apply even if the pet or animal knows the site well and you believe them to be well-behaved.

16.4. Dogs must be kept on a lead, under control at all times and not left in caravans or tents unattended.

16.5. You must pick up your dog's waste and dispose of the waste in the dog waste bins provided.

16.6. If you do not supervise and control any pet or animal, we are likely to ask you to remove it from the site straight away and we may cancel your booking without a refund. This is because we cannot allow the safety of others to be put at risk.

16.7. If you see another pet or animal anywhere on the park which does not appear to be supervised by and under the control of a responsible adult, or whose behaviour gives cause for concern please tell us straight away.

## **17. Wi-Fi**

17.1. Wi-Fi is available on the site for an extra charge and is provided by a third party. Its provision is subject to availability and network conditions. It may not be available 24 hours a day and is provided for leisure and not for business. Bookings are not accepted if they are wholly reliant on the uninterrupted provision of Wi-Fi. Customers experiencing service interruptions or problems with connection need to contact the third party directly. We will not be held liable for issues with this service.

## **18. Security**



18.1.To improve the security of the site we have coded gate entry. The gate code will be provided on arrival to the site and is not to be share with anyone else. Visitors are to be arranged with the site owner before being allowed onto site.

## **19. Your car and other vehicles**

19.1.You should comply with 5 mph speed limits and parking and other traffic regulations on the site. Vehicles are brought into the holiday park at your risk and we are not responsible for loss or damage to these, except where it is caused by our negligence or default or that of anyone we are responsible for.

19.2.Quad bikes, hoverboards or similar vehicles and commercial vehicles aren't allowed on the site. Non-motorised vehicles such as scooters, skateboards, etc. are not allowed in and around the public areas.

19.3.Sign written or commercial vehicles (open back or transit vans or vehicles for business), commercial equipment or machinery are not permitted onto the site or in our car park. We reserve the right to cancel any booking where the vehicle fits these criteria. We may not refund in this instance when the vehicle has been brought to the site.

## **20. Visitors**

20.1.Visitors must report to and pay before entering the site. A charge of £5 per day for each car and use of facilities will apply.

## **21. Touring pitches**

21.1.All your belongings, including any extra cars or tents, must fit on the pitch. The maximum occupancy of the pitch is 4 people.

21.2. We cannot accept same day bookings. Please ensure that you book in advance.

## **22. Filming and photography**

22.1.We may occasionally have TV and other companies filming or taking photographs on the site. We will do all we can to ensure you are not disturbed by this. Please make sure you and your family are aware of any cameras. We can't accept any responsibility or offer any financial reward if you do appear in films or photographs.

## **23. Social Media**

23.1.By interacting with Burhope Farm Campsite Limited through our social media channels we reserve the right to use your comments and photographs in future campaigns.

23.2. Non-factual information posted on our social channels will be removed.

23.3. Abusive or offensive language used by any guest will be removed and the account banned from further interactions.

#### **24. Information about us and how to contact us**

24.1. Paul and Phillipa Hale trading as Burhope Farm Campsite Limited, Burhope Farm, Orcop, Herefordshire, HR2 8EU.

24.2. If you have any questions or complaints, please contact us. You can contact us by telephoning 01981 580275 or by emailing us at [info@burhopefarmcampsite.co.uk](mailto:info@burhopefarmcampsite.co.uk).

#### **25. Other important terms**

25.1. We may transfer our rights and obligations under these Terms and Conditions to another organisation and we will always notify you in writing if this happens, but this will not affect your rights or our obligations under these Terms and Conditions.

25.2. You may only transfer your rights or your obligations under these Terms and Conditions to another person if we agree in writing beforehand.

25.3. This contract is between you and us. No other person has the right to enforce any of its Terms.

25.4. Each of the paragraphs of these Terms and Conditions operates separately. If any court or relevant authority decides that any of them are unlawful, the remaining paragraphs will remain in effect.

25.5. If we fail to insist that you perform any of your obligations under these Terms and Conditions, or if we do not enforce our rights against you, or if we delay in doing so, that will not mean that we have waived our rights against you and will not mean that you do not have to comply with those obligations. If we do waive a breach of these Terms and Conditions by you, we will only do so in writing, and that will not mean that we will automatically waive any later breach by you.