# **Broadwash Estates Ltd Terms and Conditions**

#### In these terms and conditions: -

"Accommodation" means a tent and / or camping pod and / or glamping unit and/ or pre-erected tents and/ or safari tent and / or shepherd huts.

"Site" means a glamping site.

"Site Specific Rules" means the rules in force at the Site.

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

"The Company", "we", "us", or "our" means the Broadwash Estates Ltd trading as "Broadwash Farm Glamping" (Company Number 12658175) Registered Office at 31, Cattle Market Street, Norwich, Norfolk NR1 3DY.

The Company, reserves the right to change their website, including prices and terms and conditions, without notice. We also reserve the right to refuse entry to the campsite, cancel bookings, or instruct people to leave the campsite for any reason (for example due to inappropriate behaviour, dangerous weather, or site conditions.) Use of the company's website constitutes acceptance of our Terms and Conditions and Privacy Policy.

# Your booking

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

We have a minimum stay of 2 nights. If any members of your party are staying for less than this time, then our minimum 2 nights stay policy still applies.

To secure your booking 50% of the cost of your stay is required at the time of booking with the balance payable 6 weeks before your arrival date. Confirmation of the booking will be sent by email after payment has been received.

The person booking is responsible for disseminating the appropriate information sent to them to others in the party. For example, these Terms and Conditions, the site kit list including directions and on arrival the information pack within each tent. This is to ensure they are fully aware of the nature of the campsite, health and safety issues, the wider woodland, the facilities, and appropriate clothing/footwear they require.

### Adults only

Broadwash Farm only accepts guests 18+.

# Paying for your Accommodation

Payment is taken in UK Pounds Sterling only. Online payments can be made via our website, BACS payments accepted by prior arrangement only. Bookings will not be confirmed until all monies have cleared through our bank.

# **Security Deposit**

A deposit of £150.00 per tent is required to secure against damages, anti-social behaviour, or any additional cleaning.

# Behaviour whilst on site/during your stay

We run a quiet site policy to ensure others as well as yourselves, can relax and have an enjoyable stay. We do ask guests to keep noise levels to a minimum after 22:00 out of courtesy to other guests and the residents on the site. Any reports/complaints from other guests/residents etc., will be taken seriously and dealt with accordingly and the appropriate action taken.

The use of foul language, any acts of Vandalism, Drunken, loud, aggressive, or threatening behaviour will not be tolerated at any time on our site. Any of the above acts will result in all members of the offending group being asked to leave immediately and no refunds will be given. (if necessary, police will be called).

#### The Tents

Outdoor shoes/boots are not allowed to be worn inside the tents. We try hard to ensure that our floor coverings remain as clean as possible so we provide soft slippers which we would request you use while inside the tent. We also provide a weatherproof box at the entrance for your outside boots/shoes to be placed.

We provide a basket of logs for your wood burning stove, if you require further logs please advise us and further logs are available for a small charge.

We would ask you to ensure that the wood burning stove is always made safe when you are not in the tent, and that safety is the priority when using the wood burning stove. The stove by its very nature is likely to have hot surfaces and should be always treated with utmost care.

#### **Prices**

The prices on our website are not binding and The Company reserve the right to modify these prices. The price stated on the booking confirmation letter / email (sent after automated booking summary) is binding. Special offers and/or discounts cannot be used after you have booked your stay.

# Changes to bookings

Please let us know as soon as possible. Where changes are possible there will be an administration fee of £25. If you roll over to another date for which a higher sum is charged, you will need to pay the difference.

Changes must be made in writing/email by the person who made the booking, bookings cannot be changed 14 days or less prior to your arrival date.

#### Our rights to cancel your stay

We may cancel your stay at any time in writing to you if: -

- 1. You do not make any payment to us when it is due, and you still do not make payment within 14 days of us reminding you that payment is due.
- 2. You do not, within a reasonable time of us asking for it, provide us with the information that is necessary to provide the glamping services such as guest numbers.

If we end the contract under points 1 and 2 then you may be subject to a cancellation charge in accordance with our cancellation policy above.

# **Arrival and Departure Times**

Check in is between 15:00-19:00. Guests must advise us of their estimated arrival time and telephone when they are 30 minutes the site. If you are likely to be later than 7pm please let us know so we can arrange for someone to meet you and show you to your tent.

Guests are required to vacate their tents by 10.00am on the day of departure.

### **Lost Property**

The Company is not liable for any loss or damage to the property of the client or any

person as may occur within the constraints of the Hotel Proprietors Act 1956. If we find any lost property, we will make every reasonable effort to locate the owner and return it, but if we cannot locate the owner and an item is not reclaimed with 3 months of the guest's departure it will be disposed of by The Company.

#### The Tunbeck River

In the interests of safety, it is recommended **NOT** to swim, bathe or in any way enter The Tunbeck, or to place any items or substances into the water. The Company cannot accept responsibility for any accident or injury which might occur and reserves the right to report any actions that could cause any disturbance or pollution in relation to The Tunbeck.

# Liability

The Company accept no liability for:

- 1. Theft, loss, or damage, of whatever nature, during or as a result of a stay at Broadwash Farm.
- 2. Any defect or out of action equipment and loss or closure of supplies at Broadwash Farm .

Guests are responsible for any losses and/or damage which occurs as a direct or an indirect consequence of their stay, irrespective of whether any losses and/or damages are caused by themselves or by third parties who are at Broadwash.

If you leave your tent in an inappropriate condition, additional costs can be charged to you.

If you leave your tent in an improper condition, The Company is entitled to charge an extra fee of up to £100 of additional (cleaning) costs. This can increase to £150 in combination with a late departure. Washing up should be completed prior to departure, put back where it came from, all rubbish should be put in bins provided. Leave no trace.

Vehicles are parked at their owners' and drivers' risk and The Company cannot accept responsibility for any damage or theft occurring to vehicles. If a vehicle is left in the car park without the consent of The Company, we reserve the right to remove the vehicle at the owner's expense.

The company will not be held liable for the use of any other equipment used during your stay, other than that provided.

The hirer will be held responsible/liable for any damage caused.

No appliances other than those provided are permitted to be used inside the Tents or within the immediate area. No other cooking appliances or the use of other GAS appliances is permitted at any time.

The Hirer is responsible for all equipment provided during the duration of their stay, and any loss or damage / costs associated.

Barbeque / Open fire pits are not to be left unattended at any time and must stay in their designated areas as found on arrival.

The use of such equipment must be always taken seriously, and a small fire extinguisher must be at hand in the event of any situation getting out of control. The Company will not be held responsible for any accidents that may occur whilst using such equipment. No separate fires are allowed anywhere on site, and all fires are to be extinguished

before bedding down for the night. HOT embers are to be disposed of in the metal bins provided / after and before each use. Additional firewood can be purchased on site.

# Fire Wood and Charcoal

For safety reasons, only wood and charcoal provided by the company may be used on site.

# **Liability to Third Parties**

The Company will not be responsible for/and the Hirer will indemnify the company against all claims for the injury to persons or the loss damage to property howsoever caused on site unless it be proved that such injury or damage was caused by negligence of the Company. This contract will only be governed by the exclusive jurisdiction of the Courts of England and Wales.

# Dogs

For the comfort of all guests, and to protect the environment, local wildlife, and domestic animals, we do allow well behaved dogs subject to prior arrangement. Dogs must be kept on leads at all times. Additional charges may apply.

# **Privacy**

Your contact and personal details may be kept by us for future mailings and news. If you do not wish to receive these, please let us know. You may also opt out of receiving emails at any time by contacting us. The booking process asks for your address details and phone numbers, these are required by the Local Authority so at any time we can prove you are not residents at the camp site. It also allows us to contact you should the internet fail and if we need to contact you whilst you are travelling to the campsite. Please note that your financial details are NEVER stored, nor seen, by us.

# We will not pass on or sell your details to any third parties. Complaints

We take great care to ensure our guests have an enjoyable stay here at Broadwash however if you have a complaint during your stay please contact The Company as soon as possible and we will do our best to resolve any issues to make your stay more enjoyable. If a genuine complaint is not settled to your satisfaction, then you can write to The Company at the following address:

Complaints
Broadwash Estates Ltd.,
Broadwash Farm,
Tunbeck Road,
Wortwell
Norfolk
IP20 OHP

Please note, complaints made after your stay are not always easy to be investigated

and therefore are most difficult to resolve. Bringing any issues to our attention during your stay allows us to get any issues or problems resolved as quickly as possible and lessen any adverse impact on your stay.

#### **Risks**

You will be staying at Broadwash Farm which is surrounded by farmland with animals and ground nesting birds with potentially dangerous equipment amongst other hazards. Also please be aware that some of the guest equipment, including the BBQs, gas hobs and wood burning fire stoves may be dangerous if misused. As well as the above there are ditches, fencing, a natural river, and lots of woodland. The Company is not responsible for accidents (to the greatest extent permitted by law). Children visiting must be supervised at all times. We recommend you take out travel insurance against the risk of accidents and your stay being terminated early.

# **Day Visitors**

You may have day visitors during your stay, but you must inform the site manager to make sure its permissible beforehand. Paying guests must ask The Company's permission if there are over two persons in the day visit group. Day visitors are not permitted to stay overnight and must have left the site by 8pm. More than two persons in a group may be subject to pay a fee for use of The Company's facilities.

#### **Disclaimer**

The Company reserves the right to amend their web site and terms and conditions at any time, without prior notice, the hirer's obligations not being limited to the above. The contract will be terminated in the event of non-payment, or if there is a breach of the Terms and Conditions. If any clause is deemed invalid it will not affect the rest of the terms and conditions.

# **Cancellation**

Any cancellation or change must be confirmed in writing / email, by the person who made the booking.

Please let us know as soon as possible. If possible, your booking can be held over to another date, subject to availability, later in the year or following year. If this option is taken a £25 handling charge will be due. If you roll over to another date for which a higher sum is charged, you will need to pay the difference.

If cancellation is made within 30 days of the arrival date 100% of the total sum will not be refunded and cannot be rolled over to a later date. We will try to re-let your booking and if successful will refund you 75% of monies paid. If we are unsuccessful in reletting your booking, we will be unable to make a refund.

If we need to cancel your holiday due to unforeseeable circumstances, such as, but not limited to, extreme weather conditions or ill health, we shall inform you as soon as possible and refund all money paid to us, by you, within 14 days.

The Company reserves the right to close the site in the unlikely event that unforeseen circumstances make, in our opinion, camping unviable. In these circumstances guests will be refunded proportionately for any period of their holiday untaken. The Company cannot accept liability or responsibility for any loss, including consequential loss caused by cancellation on our part.

The Company is not liable for refunds or expenses you incur in the event we are

prevented from fulfilling your booking as a result of circumstances beyond our control. Such circumstances shall include (but are not limited to) war, terrorism, riots or civil unrest, industrial action, flooding, natural disaster, epidemics, health risks or such similar events ("Force Majeure") We strongly advise visitors to take out full holiday insurance to cover cancellations, public liability, personal belongings, loss etc.

#### Covid 19

If cancellation is as a result of Covid 19 restrictions inflicted by the UK governments, and cancellation is not within 48 hours of arrival date, then a 100% refund will be made upon sufficient proof of these current restrictions. Cancellation within the 48 hours will not attract any refund.

# Our rights to cancel your stay

We may cancel your stay at any time in writing to you if: -

- 1. You do not make any payment to us when it is due, and you still do not make payment within 14 days of us reminding you that payment is due.
- 2. You do not, within a reasonable time of us asking for it, provide us with the information that is necessary to provide the glamping services such as guest numbers.

If we end the contract under points 1 and 2 then you may be subject to a cancellation charge in accordance with our cancellation policy above.