

ORCHARD VIEW FARM CAMPING – TERMS & CONDITIONS



In these terms and conditions:

“Accommodation” means a tent and / or caravan and / or campervan and / or motorhome and / or camping pod and / or glamping unit and/ or pre-erected tents and/ or safari tent and / or shepherd huts and/or an amenities block.

“Site” means a camping and / or caravan and / or glamping site.

“Site Specific Rules” means the rules in force at the relevant Site.

“you” or “your” means the person named in the booking confirmation.

“we”, “us”, or “our” means Orchard View Farm Camping, Stockwell Lane, Little Meadle, Princes Risborough, Buckinghamshire, HP17 9UG..

1. YOUR BOOKING

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

1.2. 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.

1.3. 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 issue you with your confirmation invoice by email or, if requested, by post.

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

1.5. Children under the age of 18 must be accompanied by an adult.

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

2. PAYING FOR YOUR ACCOMMODATION

2.1 You must pay us the total amount payable for your booking at the time of booking.

2.2 We will only accept payment by cheque where the cheque is drawn from a bank based in the United Kingdom; this is due to the additional costs and processing time for cheques outside this area.

2.3 Promotional offers will only be applied if they are valid and quoted at the time of booking. Promotional offers cannot be combined, nor can they be used retrospectively to apply to existing bookings. In addition, we reserve the right to change or withdraw a promotional offer at any time by amending or removing details of these offers from the relevant sections of our website. Where we are unable to provide you with a discount or offer on your booking due to this offer having been withdrawn or amended:

2.3.1. where we have not confirmed your booking, we will e-mail you to notify you the offer is no longer available, and cancel your booking.

2.4 In the case where a balance remains unpaid eight weeks prior to the holiday, we'll remind you by email, post or telephone. If you fail to make the relevant payment within 14 days of the due date,

we'll assume you want to cancel your booking. If this happens, your booking will immediately be cancelled and the cancellation charges set out in Section 4.3 ("If you want to cancel your booking") will apply.

3. PRICING FOR OUR ACCOMMODATION

3.1. We periodically review and amend the prices we charge for our Accommodation. For the most up to date pricing information please check the section of our website relating to the Site or telephone the Site directly. We will confirm the price of your Accommodation at the time you make your booking and in your confirmation invoice.

3.2. All prices given in our brochures, by telephone, on our website or in any leaflets relating to the Site include VAT. If the VAT rates change, we reserve the right to change our prices accordingly. VAT invoices can be provided on request.

3.3. All prices given in our brochures, by telephone, on our website or in any leaflets relating to the Site include any charges for water, gas, electricity, and oil that may be applicable to the Accommodation selected.

4. IF YOU WANT TO CANCEL YOUR BOOKING

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, 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:

No. of days prior to booking start date	Cancellation charge
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. To clarify, this includes where you cancel your booking for any reason outside of your reasonable control, including without limitation, inclement weather and illness. We strongly recommend you take out holiday insurance to compensate you in these circumstances.

5. IF YOU WANT TO CHANGE 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 pitches, the number of guests and the size of your accommodation.

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

5.3. If we do change your booking, you will be charged an administration fee of £15 to cover the costs we incur in making the change to your booking. You must also 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'll refund you the difference at the time we change your booking, after deducting the administration fee referred to above.

6. IF WE NEED TO CHANGE OR CANCEL YOUR BOOKING

6.1. We do not expect to have 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:

6.1.1. if necessary, to perform or complete essential remedial or refurbishment works; or

6.1.2. for other reasons unforeseen at the time you made your booking which are beyond our reasonable control. This may include occasions where the accommodation becomes inaccessible due to a Meteorological Office Severe Weather Warning or other severe weather event.

6.2. If we do need to change or cancel your booking for the reason set out in Section 6.1.1, 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.

6.3. If we do need to change or cancel your booking for the reasons set out in Section 6.1.1, we will only be responsible for foreseeable losses that you suffer as a result of that change or cancellation and we will not be responsible for any unforeseeable losses you suffer as a result of that change or cancellation. A loss is foreseeable if it is an obvious consequence of our change or cancellation of your booking or if it was contemplated by you and us at the time we entered into this contract.

6.4. If we do need to change or cancel your booking in line with 6.1.2 because it becomes impossible to deliver the booking due unforeseen events beyond our reasonable control, we'll do our best to offer you a suitable alternative booking for either the same dates or alternative dates. If you don't accept the alternative we offer, the booking will be deemed cancelled and no refund of any amounts paid will be offered.

6.5. It is a condition of your booking that you obtain appropriate travel insurance for all members of your group. This should ideally cover illness, cancellation and injuries during your stay.

7. SPECIAL REQUESTS

7.1. Special requests must be requested at the time of booking. Whilst we will do our best to accommodate you, we cannot guarantee that we will be able to meet any request.

8. GROUP BOOKINGS

8.1. Group bookings can only be accepted from organised groups. For information about our group policy for each Site, please refer to our Site Specific Rules. Bookings for all groups, including large family or friend groups, must be notified to us and approved by us at the time of booking. Our Site is not suitable for stag, hen or birthday parties. If you want to use the Site for such a group, you must contact us and tell us prior to booking and obtain our prior agreement to any such use.

8.2. Group bookings may only be made by telephoning the relevant Site and cannot be made online.

8.3. Our Site has different rules and practical requirements for group bookings, which may be made available on our website or otherwise communicated to you. Please ensure that you understand these rules and practical requirements before making any group booking.

8.4. Please note that if you fail to comply with our rules on group bookings as set out in this Section 8 we may need to exercise our rights under Section 13 (“Our right to evict”).

9. VISITOR STANDARDS AND BEHAVIOUR

9.1. Site Specific Rules are available on the section of our website relating to the Site and are provided with confirmations of booking. You will also be provided with Site Specific Rules on arrival at the Site. Site Specific Rules contain important information about your stay with us. Please ensure that you and your party read the Site Specific Rules carefully prior to booking and on arrival.

9.2. Each Accommodation shall be at least 6 metres from any other Accommodation. In exceptional circumstances where more than one Accommodation is allowed on a pitch, they must be at least 3 metres from any other Accommodation.

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

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

9.5. 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.

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

9.7. You and your party must not use candles, fireworks or Chinese lanterns at your Accommodation.

9.8. You and your party may only use a barbeque on Site if it is placed outside and raised off the ground. You and your party must not use barbeques, gas stoves, or other naked flames and cooking equipment inside any tent or glamping accommodation unless it is provided as part of the accommodation offer.

9.9. Dogs are permitted at our Site, as indicated on the section of our website relating to Site Specific Rules. You must tell us at the time of booking if you wish to bring a dog to our dog friendly Site. Unfortunately, no other domestic pets are permitted at our Site. Assistance dogs are permitted at our Site; but you must notify us at the time of booking if you wish to bring an assistance dog with you.

9.10. Flying of drones at the Accommodation and/or on any of our land is not permitted.

9.11. You must not charge an electric vehicle from the Accommodation unless a designated electric vehicle charging point has been provided.

9.12. Please note that if you do not comply with the standards and behaviours set out in this Section 9 we may need to exercise our rights under Section 13 (“Our right to evict”).

10. MAXIMUM OCCUPANCY FOR YOUR ACCOMMODATION

10.1. You must ensure that the maximum number of persons occupying the Accommodation does not exceed the number for which you have booked and paid for. You must not bring additional camp beds etc. to the Accommodation. For the purposes of occupancy limits a child over the age of 2 is considered an occupant.

10.2. We set maximum occupancy limits in line with the facilities, space and equipment available at the relevant Site 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 10.

11. DAMAGE TO THE ACCOMMODATION OR ITS CONTENTS

11.1. If you discover that anything is missing or damaged on arrival at your Accommodation you must notify us immediately at the Site Office. If you do not notify us we will assume that you caused the relevant damage or loss.

11.2. 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.

12. IF YOU HAVE A PROBLEM OR COMPLAINT

12.1. We take care to ensure that our Accommodation and Site are of a high standard. However, if you have any problems with your Accommodation or Site, please contact the Site office immediately and give us the opportunity to resolve it.

12.2. If you have an unresolved complaint at the end of your stay, please contact:

James Mackellar, Orchard View Farm, Stockwell Lanes, Little Meadle, Princes Risborough, HP17 9UG.

12.3 In considering any complaint, we’ll take into account whether we have been given the opportunity to investigate it and put matters right.

12.4. Please note that we will not tolerate any written, verbal or physical abuse towards any of our staff or representatives.

13. OUR RIGHT TO EVICT

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

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

13.1.2. we consider that your or your party’s behaviour endangers the safety of our visitors or staff;

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

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

13.1.5. you exceed the maximum occupancy limit for your Accommodation.

14. OUR LIABILITY TO YOU

14.1. If we fail to comply with these terms, we are responsible for loss or damage you suffer that is foreseeable as a result of our breach of these terms and conditions 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.

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

14.1.2. death or personal injury caused by our negligence;

14.1.3. fraud or fraudulent misrepresentation on our part; or

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

14.2. Nothing in these terms will affect your legal rights in respect of your booking. For a fuller explanation of your legal rights please visit the Citizens Advice website www.adviceguide.org.uk or call 03454 040506.

15. EVENTS BEYOND OUR CONTROL

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

15.2. An event outside our control means any act or event that is beyond our reasonable control, including without limitation severe weather event, drought, fire, explosion, storm, flood, 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.

16. SOME PRACTICAL INFORMATION FOR YOUR STAY

16.1. Your check-in and departure times will be set out in your booking confirmation/Site Specific Rules. 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.

16.2. If you leave any of your possessions behind at your Accommodation, 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 charge a lost property charge of £10 to cover our admin costs and standard Royal Mail delivery up to 2kgs in the UK to return your items to you (subject to the terms of this clause 16.2). If a request to return your items deviates from these conditions, then we reserve the right to charge you any additional costs. Where possible, we'll hold all lost property for three months, after which it will be disposed of. Perishables will be disposed of immediately and are therefore unreturnable. In addition, we will only be able to return items permissible by Royal Mail.

16.3. Our Site is in rural area and it is important that you and your party do not interrupt or endanger the livelihood of those working at the property or on the surrounding land.

16.4. Bats and other wildlife may be present at our Site. Any disturbance caused by wildlife should be reported to us immediately and reasonable steps will then be taken to assist. Please remember that bats are a protected species and it is illegal to interfere with them or their habitat.

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 the brochure or on the website, send an e-mail to xxxxxxx or telephone 01844 xxxxx . For more detail view our privacy policy on our website..

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.