

# **PUTTENHAM ECO CAMPING BARN - PROJECT OASIS NORTH DOWNS ('POND')**

## **TERMS AND CONDITIONS**

Project Oasis North Downs is a registered charity and company limited by guarantee trading as POND whose registered office is at Jefferson House Hogs Back, Puttenham, Guildford UK, GU3 1AQ (registered company number 3009497, registered charity number 1053871) and referred to in these terms and conditions as 'POND', 'we' or 'us'.

### **1. General**

#### **1.1 Glossary**

"Booking" means a booking for a stay at Puttenham Eco Camping Barn made available to book via POND's channels and includes accommodation and any additional product or service purchased from POND;

"Contract" means the agreement between us and you to fulfil a Booking or purchase a Product;

"We, Us, Our or POND" means POND.

"Customer" means any customer who makes or is making a Booking with POND;

"Group" means a group of people booking collectively and as explained in further detail in clause 5;

"No-Show" means a guest who does not arrive and gives no notice or indication of such intent;

"Writing" means letter, fax or email;

"Sole use" refers to the sole-use of the camping barn. A warden will be present on-site at all times the barn is in use.

**1.2** These conditions and any matters referred to by us, form the entire understanding between you and us and supersede any prior promises, representations (unless fraudulent) or undertakings.

**1.3** Any omission or error in any sales literature, web page or site, order form, quotation, price list, order acknowledgement, invoice or other document issued by us may be corrected by us without liability. We will advise you of any changes at the time of making a Booking or purchasing a Product or as soon as is reasonably possible thereafter.

**1.4** The provisions of the Contracts (Rights of Third Parties) Act 1999 are expressly excluded from the Contract so that no third party may claim any rights under any Contract.

### **2. Making a Booking**

**2.1** All Bookings are subject to acceptance by us and we will confirm such acceptance to you by sending you an e-mail that confirms that the booking has been successful. The Contract between us will only be formed when we send you this confirmation. If you have made multiple orders, the Contract will only relate to the order or part of the order which has been confirmed as successful. All Bookings are subject to availability and POND reserves the right to decline any booking at its discretion. Upon receipt of this confirmation it is the responsibility of the

customer to check all details confirmed are correct in terms of the customer's requirements. If a customer considers there is an error, this must be brought to the attention of POND within 14 days of receipt of the confirmation otherwise the contract will be considered to stand as per the terms outlined in this confirmation.

**2.2** Bookings can only be discussed and amended by the Customer who has made the Booking and whose details are held on record by us.

**2.3** A discount may be given to Customers arriving without motorised transport for the Customer or their Group.

**2.4** By making a Booking or purchasing a Product you warrant that you are legally capable of entering into a binding contract and that the information you have provided to us is correct. All Bookings and purchases are made subject to these terms and conditions and the person placing the Booking warrants that he/she has the full authority to do so on behalf of all the persons they are making a Booking for, and confirms that all such persons are aware of and accept these conditions.

**2.5** To ensure that POND provides safe and suitable accommodation for everyone, visitors under the age of 18 must be accompanied by a person who is 18 or older. Children aged between 5 and 18 can stay if accompanied by an adult, who they checked in with. Children under 5 are not permitted except with a sole booking for the whole Barn. Please contact POND to check suitability of accommodation before making a Booking.

**2.6** The maximum length of stay for all bookings is 8 nights. Following any period of stay greater than 6 nights, guests may not return for at least 7 nights without prior permission from POND. We are not authorised to, and therefore do not, provide semi-permanent housing. Puttenham Eco Camping Barn cannot be used as a primary place of residence.

**2.7** Dogs or any other animal (except Assistance Dogs) are not permitted. However you must notify us at the time of Booking if you wish to bring a registered assistance dog with you which can stay with us free of charge.

### **3. Valid ID Required**

**3.1** We work hard to create a safe and welcoming atmosphere for all of our guests. To assist with this we reserve the right to ask for ID from any guest on check in. The ID must match the name and address on the Booking; we reserve the right to refuse accommodation at our discretion.

**3.2** Where a Booking is for more than 1 person the named person on the Booking will need to provide proof of identify that matches the name and address on the Booking. ID may also be requested from all other adults in CHANGE the Booking, which must match the name they sign in with.

**3.3** Any of the following is accepted by POND as an appropriate form of ID:-

- **Current Passport** - This is Mandatory for Non UK residents, unless they have a Recognised or National Identity Card if the guest is from within the European Union.
- **Services ID** - Fire, Police, NHS or Armed Forces
- **A valid photographic driver's licence, not older than 10 years old**
- **A Student Identity Card, from a UK university with a current admissions date**
- **Bus Pass**
- **A Bank Card when accompanied by another card that has the individual's name embossed on it, or accompanied with a recent utility bill with a matching name and address to the booking.**

## **4. Payment**

4.1 Payments shall be made in such format as we may agree with you when you place an order.

4.2 In order for us to confirm your Booking you must pay us the appropriate sum as set out in the terms below:

### **Bookings (Except for Sole Use)**

4.2.1 For all Bookings full payment is required at the point of Booking;

## **5. Bookings for a Group**

5.1 Bookings for a Group will have a nominated person, who is responsible for making and overseeing the Booking, including financial and legal responsibility.

5.2 This person is responsible for the safeguarding, discipline and behaviour of their Group. S/he is responsible for all damage caused by their action or inaction, or the actions or inactions of those in their Group.

5.3 If a Group wants sole use of the Barn, this has to be by an explicit agreement at the time of Booking. Without this, such guests will not be entitled to, nor should they expect sole use of the Barn.

## **6. If you change your Booking**

### **Individual Bookings**

6.1 Changes requested from the date your Booking is confirmed with payment will be treated as cancellations (see clause 7 below).

### **Group Booking**

6.2 Reductions to numbers of nights booked shall be treated as a cancellation for the nights cancelled and shall be subject to our standard cancellation policy (see clause 7.4), subject to the exception in clause 6.3.

6.3 Reductions to numbers of guests: These will be treated as cancellations for the guests concerned (see clause 7.4).

## **7. If you cancel your Booking - our refund policy**

**(For cancellation of sole use bookings see clause 9)**

7.1 All Booking cancellations are subject to our refund policy, contained within this clause.

7.2 All refunds are calculated according to the time between notification of the cancellation being received by POND and the time of the first night of your stay. The first night of your stay is defined as starting at 12.00 (12 noon) on the day of arrival.

7.3 **Group and Individual bookings** – please contact POND in order to cancel your booking.

#### 7.4. Cancellation of a Booking

No. of Days before Arrival	Refund Payable
3 days or more notice (before 12.00 (12 noon) prior to the day of the booking)	We will refund 90% of the total Booking
Less than 3 days notice (after 12.00 (12 noon) prior to the day of the booking)	No refund
No Show	No refund

#### 7.5 Promotional Bookings Terms & Conditions

Promotional offers will be subject to specific terms and conditions and where they may conflict with these terms and conditions the terms and conditions of the promotional offer shall apply throughout the offer period. This shall apply for stays of one night or more at the Barn and all reservations shall be paid in full prior to arrival. Any additional Products or services included, or purchased as part of a promotional booking cannot be cancelled. No amendments or refunds can be made and offers are non-transferable. Offers are subject to availability. This does not affect your rights should POND cancel your Booking in which case clause 10 applies.

#### 7.6 POND Products

**Applying for a refund** – These need to be claimed within 60 days of the Booking

### 8. Your Responsibility and Behaviour

**8.1** We pride ourselves on creating a friendly welcoming and above all safe place for people of all ages to enjoy. Any breaches of our admission, behaviour or safety policies will be treated seriously and regarded as a breach of these terms and conditions.

**8.2** Whether a Group booking or a booking made by or on behalf of individuals, if the behaviour of yourself or any member of a Group is considered likely to cause danger, damage or offence, we reserve the right at our reasonable discretion to cancel or terminate a stay completely. If any member of POND staff considers that the behaviour of any member of your Group is unacceptable, they are authorised to end the stay and you will be asked to leave POND premises. Should this situation arise our responsibility for your Booking will cease and we will not be obliged to cover any expense which may be incurred by the party concerned, neither will we consider any claim for compensation or refunds. You are responsible for the cost of any damage caused by yourself or your Group during your stay; these charges will be levied by and should be paid to POND prior to departure. Should any such behaviour halt or interrupt POND's ability to continue to trade any bedspace, or other product, you will be responsible for compensating POND in full for all losses directly or indirectly incurred. Such behaviour or damage may lead to civil or criminal proceedings where appropriate.

**8.3 Group Leader responsibilities** - As a Group leader making a group booking you are also accepting responsibility for the safeguarding and behaviour of your party. There should be at least one responsible adult on duty at all times, this is in order to ensure all participants behave according to POND policy.

**8.4 Alcohol** – Visitors are not allowed to bring their alcoholic beverages to the barn without prior permission of the Warden.

## 9. Sole Use

### 9.1 Booking, Deposit and Balance

A non-refundable, non-transferable deposit of 25% will be taken to secure your booking (bookings made less than 8 weeks in advance require full payment at the time of booking). Payment can be made by Cheque directly with POND, or by Bank Transfer.

**9.2** "Extra Services" will be charged in addition to and at the time of the payment of the non-refundable deposit.

**9.3** The balance of the account should be paid at least 8 weeks before the date of arrival.

### 9.4 Cancellations

**9.4.1** In all cases, if you have to cancel your booking, please inform us as soon as possible by phone and in writing.

**9.4.2** If you have to cancel your booking the following cancellation fees apply, dependent on the number of days before the arrival date that notification of cancellation is received:

No. of Days before Arrival	Cancellation Charge Payable
56 days or more	Any deposits already paid or due
56 - 28 days	50% of the total cost of your booking
27 - 0 days	100% of the total cost of your booking

**9.5 Arrival and Departure** On the day of arrival, the barn is available from 5.00pm. On the day of departure you are asked to vacate by 10am.

**9.6 Your Responsibilities** This Booking has been entered into on the understanding that the total number in your party shall not exceed the total number of spaces available as stated.

**9.6.1** You are considered to be the Group leader and must be 18 years old or over. You are responsible for the payment of the booking, the safety of the Group and the general housekeeping of the Barn during the stay. You are responsible for looking after the barn and its equipment during the period of hire and are expected to take good care of it. Sleeping bags, bed linen and towels can be hired. You are advised to check on arrival and report any shortcomings, damage or missing items immediately to us. You must report and pay for any damage caused to the barn or for equipment lost, damaged, broken or stolen during the occupancy. Unsuitable substitutes are not accepted. All the equipment, utensils etc. must be left in a clean condition at the end of the hire period. Please ensure that all gas cookers, lights and heaters are switched off, doors and windows are secured, rooms are left clean and tidy

**9.7 Your Conduct** As the Barn is close to residential areas, please show consideration for our neighbours. If you or a member of your Group fails to comply with this requirement, your Booking may be terminated and you will be asked to leave. If you enter the Barn after this time you will be trespassing. No whole or partial refunds will be made if your Group is asked to leave under these circumstances. We reserve the right to decline a Booking, or refuse to hand over the barn to any person or Group where, in our opinion, facilities are unsuitable for the hirer or any member of the hirer's party without liability on either side. The use of candles, incense burners, flammable liquids/gases, fireworks, camping stoves and firearms is strictly prohibited. Use of such items may result in the Group being asked to leave immediately, without refund of any portion of the hire fee. We reserve the right to repossess the Barn at any time where damage has been caused, or in our opinion, is likely to be caused, by you

or any member of your Group. In such cases we shall not be liable to make a refund of any portion of the hire fee paid.

## **10. If we change your Booking**

**10.1** In the unlikely event it becomes necessary to change your Booking, in total or in part, POND will inform you as soon as is reasonably possible of any necessary changes. You will have the choice of:

- Accepting the changed arrangements
- Purchasing another Booking from POND subject to availability (and paying or receiving a refund in respect of any differences)
- Cancelling your Booking and receiving a full refund of all payments made

## **11. Delay or failure to perform**

**11.1** We will not be liable to you if we are prevented or delayed in the performing of any of our obligations to you if this is due to any cause beyond our reasonable control including (without limitation): an act of God, explosion, flood, fire or accident; war or civil disturbance; strike, industrial action or stoppages of work; any form of government intervention; a third party act or omission; failure by you to give us a correct delivery address or notify us of any change of address.

**11.2** If we are open, but you choose not to travel because of the weather, this will be treated as a normal cancellation and the terms outlined above will apply.

## **12. Our liability to you**

**12.1** POND will ensure that the accommodation and/or other services you order from us are provided in accordance with these terms and conditions and shall be provided by us with reasonable skill and care.

**12.2** Where an element of your Booking is not provided to the standard stated in clause 13.1 you must notify us within 28 days of the alleged breach. We shall then investigate the matter and where necessary agree an appropriate level of compensation; depending on the nature and severity of the breach; compensation may take the form of partial / full refund, credit note towards a future Booking, complementary service or other agreed benefit.

**12.3** We will not be liable to you by way of representation (unless fraudulent), common law duty or under any express or implied term of the Contract for: any losses which are not foreseeable by both you and us when the Contract is formed arising in connection with the supply of the services or their use by you; any losses which are not caused by any breach by us; or any business or trade losses.

**12.4** Our entire liability in connection with the Contract will not exceed the value of the Products purchased or the Booking made less any amendment charges paid to us.

**12.5** Except in relation to death or personal injury caused by our negligence POND's liability remains, at all times, limited to the value of the Products purchased or the Booking made, excluding any amendment charges paid to us.

## **13. Communication**

**13.1** When using our website or speaking to us on the telephone you accept that communication with us will be mainly electronic. We will contact you by e-mail or provide you with information or by posting notices on our website. By booking with us you agree to this electronic means of communication and you acknowledge that all

contracts, notices, information and other communications that we provide to you electronically comply with any legal requirement that such communications be in Writing. This condition does not affect your statutory rights.

## **14. Governing Law and Jurisdiction**

**14.1** The Contract is subject to English law and the exclusive jurisdiction of the English Courts.

## **15. Severability**

**15.1** If any of these terms and conditions or any provisions of a Contract with you are determined to be invalid unlawful or unenforceable to any extent, such term, condition or provision will to that extent be removed from the remaining terms, conditions or provisions which will continue to be valid to the fullest extent permitted by law.

## **16. Changing these Terms and Conditions**

**16.1** We have the right to revise and amend these terms and conditions from time to time. You will be subject to the terms and conditions in force at the time that you make a Booking or purchase Products from us, unless any change is required to be made by law or if we notify you of the change to these terms and conditions before we confirm that your Booking or purchase has been successful.

## **17. Your Information**

**17.1** The information you supply to us during the booking process will be used initially to make and manage your reservation. We will also use your details to remind you of your reservations, provide the services you require, request feedback on your stay with us and to send you other communications such as newsletters and emails before and after your stay. As we are a charity organisation, we may also contact you in writing, by email or by telephone to inform you about special offers and our work, which can include appeals, fundraising promotions, and volunteering opportunities.

**17.2** On arrival you may be asked to produce identification which includes a photograph. This ensures that we can meet our security and safeguarding obligations. Copies of your identification will not be retained.

**17.3** We retain your personal information only for as long as is necessary in order to fulfil the service you requested, to make future purchases easier for you, to tell you about other products and services that may be of interest based upon your purchasing history.

**17.4** We may retain information about customers whose conduct has been anti-social or breached our policies, for the purpose of restricting those customers' future use of our services.

*Terms and conditions last updated May 19th 2017*