

The Royal Oak Campsite Terms and Conditions - Revised

1.0 DEFINITIONS

1.1 These booking and hiring conditions (the “Terms and Conditions”/”Conditions”/”Terms”) apply to all bookings made in respect of Royal Oak Campsite (the “Site”). The conditions form part of a contract between the person making the Booking (“You”/”Your”/ the “Guest(s)”) and The Hesdev Oak Limited, the owner of the Site (the “Company”/”Us”/”We”).

1.2 For the purposes of these Term and Conditions when the following words are used in this, this is what they mean:

1.2.1 Booking: Your request to occupy the Pitch(es) for the Hire Period as made via the Royal Oak website, phone or by any other means.

1.2.2 Booking Confirmation: the written confirmation (including email) sent by Us to You confirming the agreement for You to occupy the Pitch(es) during the Hire Period.

1.2.3 Booking Deposit: the deposit payable under paragraph 2.1.

1.2.4 Total Hire Charge: the total cost of Your booking including the Booking Deposit.

1.2.5 Balance of the Total Hire Charge: the amount by which the Total Hire Charge exceeds the Booking Deposit.

1.2.6 Hire Period: the period of time for which We shall make available the Pitch(es) to You as set out in the Booking Confirmation.

1.2.7 You/Your/Guest/s: the guest and or his/her invitees to the Site. The Lead Guest is the lead person on the Booking Confirmation.

1.2.8 Pitch(es): the Pitch(es) as defined within the Booking Confirmation.

2.0 BOOKING AND PAYMENT

2.1 A Booking is only confirmed once the Booking Deposit or Full Balance has been received and the Company has issued You its Booking Confirmation.

2.2 The Booking Deposit is 50% of the Total Hire Charge of the Pitch(es). The Booking Deposit is non-refundable and non-transferable.

2.3 The Balance of the Total Hire charge must be paid at least 28 days before the commencement of the Hire Period. In the event that balance payment is not received by this date, Your booking will be deemed cancelled. Any Booking Deposit paid by You will not be refunded.

2.4 If You opt to pay the Total Hire Charge at the time of Your booking, You will deemed to have paid the Booking Deposit calculated in accordance with paragraphs 2.1 and 2.2

2.5 If You request to book within 28 days of the commencement of the Hire Period then the Total Hire charge is required in order to confirm a Booking.

2.6 Payment can be made by debit or credit card.

2.7 Where VAT is chargeable, it is included in the price set out in the booking confirmation.

2.8 When making a Booking, You guarantee that You have the authority to accept, and do accept, on behalf of Your party the terms of these Conditions. Your contract with the Company will exist as soon as the company issues to You its Booking Confirmation. This contract is made on the terms of these Conditions, which are governed by English law, and subject to the jurisdiction of the English Court

3.0 BOOKING CONDITIONS

3.1 When making a Booking You agree that;

3.1.1 You or at least one member of Your party is eighteen years or over.

3.1.2 You have the authority of all persons in Your party to book on their behalf

3.1.3 You have fully read, understood and agreed to accept the Terms and Conditions.

3.1.4 You agree to be responsible for any loss or damage caused by any member of Your party or animal accompanying You.

3.2 All of Your party agrees to arrive and leave the Site at the dates and times set out in the Booking Confirmation (unless any other arrangements are agreed with Us in advance).

3.3 The Company reserves the right to refuse a booking(s) made by large groups (numbering more than 4 pitches) which they believe may spoil the quiet enjoyment of the campsite by other users or damage

the reputation of the Company.

3.4 Stag, hen or similar parties are welcome only at the sole discretion of the Site Manager. Please contact the Site directly to discuss such group bookings.

3.5 The number of persons occupying the Pitch(es) must not exceed the maximum number stipulated on Our website.

3.6 Requests for additional Guests must be agreed and paid for with the Company prior to Your arrival.

3.7 Your right to occupy Pitch(es) may be forfeited and You may be required to vacate the Site without compensation if:

3.7.1 More people or pets than declared at the time of booking attempt to occupy the Pitch(es).

3.7.2 Any activity is undertaken which is illegal, or which may cause unreasonable noise, nuisance, damage or disturbance;

3.8 The Company reserves the right to refuse admission to site, in such circumstances, the Company, in its sole discretion, may offer You a refund of all or part refund of the Total Hire Charge.

3.9 We have a 1 tent per pitch policy, the number of tents per pitch must not exceed this or we may refuse entry or exercise our right to charge an additional fee.

4.0 CANCELLATION POLICY

4.1 Although We will do everything possible to avoid doing so, in the event that it is necessary for the Company to cancel Your booking, for reasons within our control, the Company will refund to You the total amount paid by You at the time of the cancellation (such figure will not exceed the Total Hire Charge). The Company will have no further liability to You for any other costs or expenses arising as a result of such cancellation.

4.2 In the event of a cancellation beyond the Company's control due to, but not limited to, an unforeseeable event or occurrence, it will not be deemed that the Company has cancelled the Booking and as such our standard Terms and Conditions will apply and any monies paid will not be refunded. Transfers may be offered at the Company's discretion.

4.3 In the event of You cancelling Your booking (on or after the commencement of the 28 day period) and monies paid by You (either Deposit or Full Balance) will not be refunded to You but will be used to meet the expenses the Company incurs trying to re-let the Pitch(es).

4.4 Should cancellation occur more than 28 days prior to the Booking arrival date, the Booking Deposit will be retained by the Company but any balance payment will be refunded or no longer due.

4.5 In the event that You do not turn up for your Booking, it will be deemed that You have cancelled Your booking and no monies paid by You will be refunded.

4.6 If you leave the site early for any reason, the company will not issue any refund for unused camping.

4.7 Should a discretionary transfer be offered, any additional cost due will be owed by You. Should the re-booking amount be less than the original Booking value, no refund will be given for this difference.

5.0 PRICES

5.1 The price of Your Pitch(es) is as detailed at time of Booking on Our website. The prices for additional extras and services are also contained on Our website.

5.2 A campsite Pitch includes Your unit (tent or campervan) one vehicle, one awning and use of the communal showers and toilets. Any additional vehicles will be charged at a rate of £5 per stay, subject to availability of parking. Additional people are only accepted on Site at the sole discretion of the Company, please contact Us directly regarding this. Please note the maximum capacity of each pitch.

6.0 SITE RULES

6.1 By You confirming a Booking You are agreeing to adhere to the following Site rules;

6.1.1 Fireworks and Chinese lanterns are prohibited on the Site

6.1.2 Waste and recycling should be cleared up and taken to the appropriate bins on the campsite.

6.1.3 All Barbeques and fire pits must be raised from the ground so not to cause any damage to the grass.

6.1.4 All camping pitches are without electrical hook up and hardstanding.

6.1.5 All users of the Site are responsible for the safekeeping of any personal possessions and the Company will take no liability for the loss and/or damage of them.

6.1.6 Campervans no larger than 5.3 metres length and 2 metres wide (roughly a VW size) are only accepted on the Site.

6.1.7 Caravans and motorhomes are not accepted on the Site.

6.1.8 All children should be supervised when using our facilities on site.

7.0 ARRIVAL AND DEPARTURE TIMES

7.1 It is important that you report to Campsite Reception (arriving before 5pm) or in the Pub (arriving after 5pm) on arrival, before pitching up and paying any outstanding balance on your Booking and any additional fees.

7.2 Camping pitches are available from 2pm on the day of Your arrival and they must be vacated by 11am on the day of Your departure.

8.0 NOISE POLICY

8.1 In the consideration of every guest's enjoyment we have a strict no noise policy after 10pm

8.2 The playing of music through an amplified speaker or other sound equipment which can be heard by the neighbours is considered excessive.

8.3 If You or anybody in Your party does not respect Our Noise Policy, the Site Manager and their team reserve the right to refuse Your admission or ask You to leave the Site at any time. If You are asked to leave under these circumstances, no monies will be refunded.

8.4 Should noise continue past the policy time or deemed to be excessive or cause nuisance to other guests we reserve the right to evict you from the site.

9.0 DOG POLICY

9.1 Responsible pet owners are welcome to bring dogs to the Site. Dogs should be kept on a lead at all times.

9.2 Dog owners must clean up all dog mess straight away and deposit it in the appropriate bins.

9.3 Dogs should not be left unattended at any time.

10.0 LOST PROPERTY

10.1 Lost property will be dated, labelled and stored for a 21-day period. Property not claimed within the 21 day period will be disposed of through charity shops or clothing banks.

10.2 Lost property may be reclaimed at the Site or returned to its owner following payment of the appropriate packaging and transport fees.

11.0 TRAVEL INSURANCE

11.1 We recommend that you take out comprehensive cancellation insurance that covers UK self-catering holidays due situations such as adverse weather, ill health and bereavement.

12.0 ADVERTISING

12.1 We have compiled the information on Our website www.peakpub.co.uk and any authorised third-party websites or advertisements as accurately as possible, however no warranties or representations (express or implied) are given in relation to the content on Our website.

12.2 The Guests accept that minor differences between text/photograph/illustrations on the website and the actual Site may arise. We cannot accept responsibility should the Site not conform to the Guests standards or any images on Our website.

12.3 The Company cannot accept responsibility for any changes or closures to local area amenities or attractions mentioned on the website or advertised elsewhere.

13.0 CHANGES TO BOOKING OR TERMS

13.1 The Company may revise these Terms and Conditions at any time.

13.2 If We revise these Terms and Conditions or the Terms of the Booking so as to materially affect the booking, We will give You reasonable written notice of any changes and You can choose to cancel Your

booking. In the event of such cancellation, We will refund any sums paid.

13.3 You may request a change to the Booking by contacting Us.

13.4 Any changes to the Booking are permitted at the Company's sole discretion.

14.0 EVENTS OUTSIDE OUR CONTROL

14.1 We do not accept responsibility for anything that adversely affects Your stay that is outside of Our control. These circumstances are known as 'Force Majeure' events and are circumstances that the Company not, even with due care, have foreseen or avoided. Such circumstances include (but are not limited to) war, civil unrest, industrial action, terrorist activity, natural disaster, fire, adverse weather conditions, foot and mouth disease and all other similar events outside of our control. We will endeavour to manage any problems caused as a result of a Force Majeure event but shall be under no obligation to do so and shall not be liable to You for any losses caused by a Force Majeure event.

15.0 COMPLAINTS AND COMPENSATION

15.1 Should You have cause for complaint, please contact Our Site Manager immediately who will try to resolve Your complaint and advise You of Our complaints procedure.

15.2 If You do not give Us the opportunity to resolve the problem by reporting it on-site, We may not be able to deal with any complaint on Your return and Your rights to claim may have been reduced or forfeited.

16.0 PRIVACY POLICY

16.1 Ensuring the privacy and security of your personal information is very important to us. For further information about how we will collect and use your personal information, please see Our Privacy Policy.

17.0 LIMITATION OF LIABILITY

17.1 The Company does not limit their liability where it would be unlawful to do so. This includes liability for death or personal injury caused by negligence or the negligence of employees or agents; for fraud or fraudulent misrepresentation.

17.2 If We fail to comply with Our obligations under these Terms, We may be liable to You for loss or damage You suffer that is foreseeable. We are not responsible for any loss or damage that is not foreseeable. Loss or damage is foreseeable if either it is obvious that it will happen or if, at the time of the Booking Confirmation, both We and You knew it might happen, for example, if You discussed it with Us during the booking process.

17.3 To the fullest extent permissible by law the Company excludes any and all promises, warranties, conditions, or representations relating to the service provided by Us that are not set out in these Terms. In particular the Company does not make any promises, representations or warranties with respect to.

17.3.1 The availability of the Royal Oak website;

17.3.2 Errors contained in any information which may appear on the Royal Oak website or other materials;

17.3.3 The quality, safety or suitability of the Site.

17.4 The Company shall not be responsible for any:

17.4.1 Loss of income or revenue;

17.4.2 Loss of business;

17.4.3 Loss of anticipated savings;

17.4.4 Loss of data;

17.5 You acknowledge that in Booking a Pitch(es), all personal belongings and vehicles including the contents of those vehicles, belonging to You and or any member of your party, is left on the Site entirely at Your and their own risk. The Company shall accept no responsibility for any loss, or damage to You or your Guests personal property during the Hire Period.

17.6 Our Site is located in a rural environment, We do not accept responsibility for any damage, injury or inconvenience caused by plants or wildlife.

17.7 Reference to any products, services or other information belonging to third parties does not imply or constitute an endorsement, sponsorship or recommendation by Us. Links to other services not

operated by the Company are provided solely for your convenience. We accept no liability for any products, services or other information provided by third parties.

18.0 SEVERANCE

18.1 If any provision or part provision of these Terms and Conditions is or becomes invalid, illegal or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. If such modification is not possible, the relevant provision or part provision shall be deemed deleted. Any modification to or deletion of a provision or part provision under this clause shall not affect the validity and enforceability of the rest of these Terms and Conditions.

18.2 If one party gives notice to the other of the possibility that any provision or part provision of these Terms and Conditions are invalid, illegal or unenforceable, the parties shall negotiate in good faith to amend such provision so that, as amended, it is legal valid and enforceable, and to the greatest extent possible, achieves the intended commercial result of the original provision.

19.0 GENERAL

19.1 Save as set out in clause 13.2, no variation of these Terms and Conditions shall be effective unless it is in writing and signed by (i) the Company and (ii) the Guest.

19.2 We may transfer Our rights and obligations under these Terms to another organisation. We will always tell You in writing if this happens and We will ensure that the transfer will not affect Your rights under these Terms. You may only transfer Your rights or Your obligations under these Terms to another person if We agree to this in writing.

19.3 No other person other than the Lead Guest and the Company shall have any rights to enforce any of these Terms.

19.4 If We do not insist immediately that You do anything You are required to do under these Terms, or if We delay in taking steps against You in respect of Your breaking these Terms and Conditions, that will not mean that You do not have to do those things and it will not prevent Us taking steps against You at a later date.

19.5 These Terms are governed by English Law. You agree to submit to the exclusive jurisdiction of the English Courts. However, if You are a resident of Northern Ireland, You may also bring proceedings in Northern Ireland and if You are a resident in Scotland You may also bring proceedings in Scotland.

20.0 DATA PROTECTION

20.0 All the information taken at the time of booking is collected for the purpose of processing your booking. As part of our ongoing monitoring and to help us improve the services we provide, we may disclose your data to CampStead Ltd who may contact you inviting you to complete a questionnaire regarding your stay at our park.

21.0 SITE MAINTENANCE

21.0 In order to maintain the upkeep of our site please be aware that during high season, duties including, but not limited to, groundskeeping, bin collection, refilling gas/oil, maintenance and deliveries may occur during your stay with us.

21.1 Every effort is made to ensure this does not affect your stay but some groundskeeping duties will need to take place between the hours of 10am - 5pm. (e.g. grass cutting and strimming).