

Our Terms & Conditions (*boring but necessary*)

We consider these terms and conditions (the “Terms”) and our prices to set out the entire agreement between you and us for the supply of our services to you. Only these terms shall apply to our contract with you.

Please check that the details in these terms and conditions and your Booking Request are complete and accurate before you commit yourself to the contract.

If you think that there is a mistake, please make sure that you ask us to confirm any changes in writing, as we can only accept responsibility for statements and representations made in writing.

Please ensure that you read and understand these Terms before you submit your Booking Request. You may only request a booking if you agree to these Terms. By submitting a Booking Request you are deemed to have accepted these terms. This does not affect your statutory rights as a consumer.

We reserve the right to change these Terms at any time. Any such changes will take effect immediately when posted on the Website, at the Site, or otherwise brought to your attention. It is your responsibility to read the Terms each time you submit a Booking Request and any such request shall signify that you have accepted to be bound by the latest set of Terms. A copy of the latest set of Terms is available on the Website and upon request.

Making a Booking

You can either book online through our website, by calling 01637 889423 or via email. Whichever way you choose to book, you will receive an email confirmation within 48 hours. Please ensure that you check your booking confirmation thoroughly as we cannot be held responsible for errors in information provided at the time of booking.

Bookings are not transferable to another party.

When making a booking you agree that you or at least one member of your party is eighteen years or over, you have the authority of all persons in your party to book on their behalf, you accept these Terms & Conditions and you agree to be responsible for any loss or damage caused by any member of your party or pet accompanying you.

Stag, hen or similar parties are not permitted. Groups of three or more camping units must contact us prior to booking or your stay risks being cancelled and refunded.

The maximum stay allowed is 28 days, after which time your pitch must be vacated for at least three days before you return to the pitch.

All pitches are to be used for recreational camping only.

Prices

Prices – As per our Website.

Concession Rates – Adult couples (18 & Over) can purchase any pitch at a reduced rate.

The prices advertised are accurate at the time of booking. Prices can move up or down and Higher Lanhainsworth reserves the right to do so. Although prices may vary from time-to-time, the price payable is the price confirmed at the time of booking.

The prices are based on a daily rate unless otherwise stated.

Prices include all of the pitch facilities, subject to their conditions of use.

Pitch prices are for 5 Guests. Families of 6 or more are requested to contact us prior to making your booking to ensure we can accommodate your request. Such requests will be granted at the discretion of Higher Lanhainsworth and any additional charges will be notified to you.

Promotions, deals or discounted offers are provided at the discretion of Higher Lanhainsworth. All offers are subject to availability, cannot be used in conjunction with any other offer or discount and may be withdrawn at any time. Retrospective refunds are not permitted against any offer or promotion advertised after such time a booking is made.

Pitch Extras – The only pitch extra that we charge for is an extra car @ £2 per night which must be parked in the parking area. All that we ask is for you to ensure that any pup tents, awnings, windbreaks etc. fit comfortably and safely within your pitch boundary otherwise a second pitch will need to be booked or you will be asked to leave. Prices for pitch extras are set out in our web site. Extra cars must be paid for at the time of booking as we cannot guarantee that there will be space. The site supervisor reserves the right to ask you to remove any windbreaks, gazebos or similar structures.

Pup Tents – Pup tents are free of charge and must be no larger than 2m x 1.5m. Pup tents may only be used by up to two children from 9 years to 15 years and the tent must be erected in the boundary of the pitch of the accompanying unit.

Gazebos – Gazebos are allowed free of charge as long as they fit within your pitch. All Gazebos and similar structures are subject to site supervisor approval in all instances.

Visitors – Higher Lanhainsworth are happy to accommodate up to two visitors per pitch per day. Should you wish to have more than two visitors you must ask the site supervisors permission and it is at their discretion although permission will not be unreasonably withheld. Visitors are required to leave the site no later than 10:30pm.

Payment

Payment for bookings can be made by Cash, Cheque, Bacs, Paypal. Any outstanding balances must be paid at arrival.

All bookings are subject to a non-refundable deposit equal to the first night's stay. The balance of the price is payable when you arrive at site. To facilitate an easier check in onsite, we recommend that you pay in full at the time of booking or prior to your arrival.

Full payment will be required 3 weeks before arrival if the period of your stay encompasses a UK Bank Holiday Weekend or is of three days or less.

Services, Features and Facilities

Site services, features and facilities are listed on our website. Details on how to use the facilities can be found on our website, by contacting us prior to booking or arrival or by asking the site supervisor on arrival. Higher Lanhainsworth cannot be held responsible for the removal of a particular feature at short notice due to circumstances beyond our control.

All features and facilities associated with your pitch are included in your pitch fee with the sole exception of the High Speed WIFI which is sold on a quota basis. Payment for High Speed WIFI is automated and can be paid for onsite via PayPal. Guests can take advantage of a 25% discount by purchasing WIFI access when booking their stay. WIFI quota can be used on multiple products simultaneously however the purchased quota is shared between them. High Speed WIFI averages download speeds between 10-15Mb though this may be less during busy periods. There is no refund on WIFI quota purchased but not used.

All WIFI plans purchased will expire 28 days after purchase.

All guests can log on to the complimentary WIFI which is provided in durations of 5 minutes.

The use of the provided WIFI service (whether complimentary or paid) is subject to the “Terms of Use” which is separately available upon request. **Parents are advised that the internet provided at Higher Lanhainsworth is completely unfiltered and your normal home surfing rules should apply to your child's internet use.** Higher Lanhainsworth cannot be held accountable for any inappropriate content received.

TVless TV is a new unique feature that allows the watching of Freeview TV on tablets and smartphones. To use this service a third party app will need to be installed on the equipment used, a “How To” guide is available on our website. TVless TV is available on a first come first serve basis and is a completely unfiltered Freeview service. It is the responsibility of parents/responsible adults to monitor their child's TV watching activities. The use of the TVless TV feature and installation of the required app is done so at your own risk.

All information on the Website regarding features and prices is accurate as at the time of publication, but may be subject to change.

Pitches and Units

The price of your unit is as detailed at time of booking on our web site. The prices for additional extras and services are also contained in our web site.

Premier Pitch – A standard caravan, campervan or motorhome and one car up to a maximum of 10m x 10m, inclusive of guy ropes. A motorhome may tow a car with an A –Frame.

Tent/Trailer Tent Pitch – Any Tent or Trailer Tent or combination of up to a maximum of 10m x 10m, inclusive of guy ropes & one car. **Important note, This pitch cannot be booked for a caravan or motorhome though some campervans are OK.** Please contact us prior to booking if further clarification is required.

Any unit which exceeds 10m x 10m must be booked by phone or email directly to be certain that the unit can be accommodated.

Pitch – A defined pitch to station your Unit on. The cost of the pitch includes up to five people in the party (unless the concession rate applies). This includes electric hook-up and all other features included with your pitch type. One car (or motorbike) may accompany all units on the pitch. Additional cars (or motorbikes) will be charged for at £2 per day, but may not be situated directly on the pitch.

Vehicle Conversions

Sleeping in cars or vans is not permitted unless the vehicle has side windows and a specially designed internal sleeping accommodation, such as fully reclining seats. A tent attachment for clothes changing purposes must be erected whenever a car/van is being used for sleeping purposes. Any windows in such units should have adequate curtains or blinds to ensure privacy. If you are in any doubt whether your

vehicle will be allowed on our site, please contact us with photos of your conversion for approval (email: enquiries@higher-lanhainsworth.co.uk)

Sign written towing vehicles are permitted on site provided campers are not trading or working from site.

We do not allow horse boxes, buses, LGV/HGV Vehicles or any vehicle with fitted lifting or tipping equipment onto the campsite. If you are in any doubt, please contact us prior to making your booking.

Cancellation and changes to your booking

Loss of Deposit – Cancellation prior to 7 days before arrival

If you cancel your holiday at any point after booking you will lose your deposit already paid which is equal to the fee for your first two nights stay.

Cancellation within 14 days of arrival

As above unless your stay encompasses a UK Bank Holiday in which case you will forfeit all money paid.

Cancellation within 7 days of arrival

If you cancel your booking within 7 days of your arrival date, you will forfeit all money paid.

Leaving early

If you leave site early for any reason Higher Lanhainsworth will not issue any refund for unused camping nights.

Unfortunately, in some circumstances Higher Lanhainsworth may have to cancel your booking. In these circumstances we will offer you a full refund of any fees paid or the option of an alternative pitch/site of a comparable standard. We will refund you the difference if the offered pitch is cheaper for each night of your stay that is affected. We will not charge you more if we decide to upgrade your stay. No other compensation is available.

If you want to amend your booking, you must notify Higher Lanhainsworth as soon as possible. Subject to availability, amendments to your booking can be made up to three days before your arrival at the Site. Single amendments to bookings are free of charge, subsequent amendments are subject to a £5 administration fee. All amendments are subject to availability. Your admin fee will also be waived if the overall cost of your booking increases due to the amendment made.

Arrival and Departure

It is important that you notify the site supervisor on arrival.

Arrival times onsite are between midday and dusk, as a guide this is no later than 9pm in the Summer and 7pm in the Winter. If you wish to arrive earlier or later, please ring the Site Supervisor on the morning of your arrival and we will do our best to accommodate your request, but this cannot be guaranteed. Please inform the Site Supervisor if you are likely to arrive later than your agreed time.

For advance bookings, if not notified otherwise, your pitch will be held until dusk on the day of your arrival, after which it will be put up for re-sale and your booking treated as a cancellation with your monies retained.

Pitches must be vacated by midday on the day of departure unless otherwise agreed with the Site Team. Departures after midday are subject to availability.

Management and Behaviour onsite

Our Site Supervisors are fully empowered in all aspects of Site operation and management. Higher Lanhainsworth fully supports its Site Managers and teams in dealing with matters of policy at their sole discretion when the need arises. In placing a Booking Request you agree that you and your party will at all times comply with the requests of the Site Supervisors.

As the person booking the holiday, you are responsible for the behaviour of all members of the party whilst on the Site.

Any wilful damage to the Site or any Higher Lanhainsworth property will result in you being asked to immediately leave the Site. If you are asked to leave under these circumstances, no monies will be refunded.

Our customers visit our Site to enjoy the peace and quiet that a small site offers. If anyone does not respect this, the Site Supervisor reserves the right to refuse them admission or ask them to leave the site at any time. If you are asked to leave under these circumstances, no monies will be refunded.

To respect the enjoyment of others, we ask that noise levels are kept to a minimum after 10:30pm. No music is allowed on site after 10.30pm. Vehicle movements should be kept to an absolute minimum and done so in a way that does not disturb other guests.

Charcoal and gas BBQs are allowed, providing they are raised off the ground. BBQs must be extinguished by 10.30pm. Open fires, fire pits and rope swings are also prohibited. No structures can be tied or secured to trees or vegetation. Any structures that are or are judged to be causing damage to the site will be taken down or removed. The Site Supervisor at their sole discretion reserves the right to do so without prior consent.

Well behaved Dogs are welcome on our campsite. Dogs must be kept on leads at all times and any fouling must be collected and disposed of. A maximum of two dogs per pitch are permitted onsite. If there is an incident onsite involving your dog please note that you may be asked to leave the site immediately.

Complaints

We want you to have an enjoyable holiday. Should you have cause for complaint, please contact our Site Supervisor immediately who will try to resolve your complaint as quickly as reasonable possible.

We ask you to note that if you do not give us the opportunity to resolve the problem by reporting it onsite, we may not be able to deal with any complaint on your return.

Information about you

At times we may request that you voluntarily supply us with personal information. Generally this information is requested when you request information and/or services from us. We may gather and use information about you for administration and marketing purposes. We will never share any of the information we collect with any other third party.

By providing us with your personal information you consent to our processing your personal data for the above purposes. We will only use the information that you provide to us for the purposes contemplated in these Terms, informing you about similar services which we provide (unless you tell us that you do not want to receive this information) and improving the services which we offer to customers.

We may contact you by post, email or other electronic messaging service with offers of products, services or information that may be of interest to you. By giving us your contact details you consent to being

contacted by these methods for these purposes. If you do not wish to receive marketing information from us, please indicate this on registration or contact us using the details below.

We employ security measures to protect your personal information from access by unauthorised persons and against unlawful processing, accidental loss, destruction and damage. We may retain your personal information after we have ceased using it for the purposes set out in these Terms, or for as long as the law requires.

You are entitled to obtain details of the information that we hold about you (for which we may charge a small fee). You may also ask us to make changes to the information we hold about you or your marketing preferences to ensure that it is accurate and kept up to date. If you wish to do this, please send an email to enquiries@higher-lanhainsworth.co.uk or by post to Higher Lanhainsworth, St Columb Major, Cornwall, TR9 6DW.

Liability

Please read this section as it is important that you understand what you are agreeing to

Nothing in this section limits or attempts to limit our liability for:

- Death or personal injury caused by our negligence; or
- Fraud or fraudulent misrepresentation; or
- Any breach of the obligations implied by Section 2 of the Supply of Goods and Services Act 1982; or
- Losses for which it is prohibited in Section 7 of the Consumer Protection Act 1987 to limit liability; or
- Any other matter for which it would be illegal or unlawful for us to exclude or attempt to exclude our liability.

Subject to the matters detailed above, if we fail to comply with these Terms, we shall not be responsible for any losses that you suffer as a result, except for those losses which we could reasonably foresee would result from our failure to comply with these Terms.

In addition to the above, we shall not be responsible for any:

- Loss of income or revenue;
- Loss of business
- Loss of anticipated savings
- Loss of data

Our maximum liability shall be no more than to refund the amount paid by you for the holiday.

As our site is located in a rural location, we do not accept responsibility for any damage, injury or inconvenience caused by plants or wildlife.

Higher Lanhainsworth does not accept responsibility for anything that adversely affects your holiday that is outside of our control. These circumstances are known as 'Force Majeure' events and are circumstances that Higher Lanhainsworth could 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. Higher Lanhainsworth 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.

Reference to any products, services or other information belonging to third parties does not imply or constitute an endorsement, sponsorship or recommendation by Higher Lanhainsworth. Links to other services not operated by Higher Lanhainsworth are provided solely for your convenience Higher Lanhainsworth accepts no liability for any products services or other information provided by third parties.

Other Important Information

Any photographs, descriptions or advertising we issue, and any descriptions or illustrations contained in our, or brochures or on our Website, are issued or published solely to provide you with an approximate idea of our Site and services. They do not form part of the contract between you and us.

If any court or competent authority decides that any of the provisions of these Terms are invalid, unlawful or unenforceable to any extent, the Term will, to that extent only, be severed from the remaining Terms, which will continue to be valid to the fullest extent permitted by law.

If we fail at any time while these Terms are in force, to insist that you perform any of your obligations under these Terms, or if we do not exercise any of our rights or remedies under these Terms, that will not mean that we have waived such rights or remedies and will not mean that you do not have to comply with those obligations. Any waiver of a default by us does not mean that we will automatically waive any subsequent waiver by you. No waiver by us of any of these Terms shall be effective unless we expressly say that it is a waiver and we tell you so in writing.

A person who is not party to these Terms shall not have any rights under or in connection with them under the Contracts (Rights of Third Parties) Act 1999.

You may not transfer any of your rights or obligations under these Terms to another person without our prior written consent, which we will not withhold unreasonably. We can transfer all or any of our rights and obligations under these Terms to another organisation, but this will not affect your rights under these Terms.

These Terms and any non-contractual obligations relating to these Terms shall be governed by and interpreted in accordance with English law. You and we both agree to the exclusive jurisdiction of the English courts. This contract shall be concluded in the English language.

If you wish to contact Higher Lanhainsworth please use the following address: Higher Lanhainsworth, St Columb Major, Cornwall, TR9 6DW.