

Terms and Conditions- For Heber farm Certified site

Please read these terms and conditions carefully before making your booking. Our site is located on National Trust land therefore we follow their 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.

“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 Heber farm certified site “Sheep folds” Heber Farm Buckden Skipton BD23 5JA

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. No children or pets must be left unaccompanied in pods at any time.

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.

1.7 You may, subject to availability, amend the dates of your booking up to 30 days prior to arrival, after which no further additions or amendments will be possible, please be aware any amendments must be equal to or more than the original booking cost. For the avoidance of doubt please be aware we are not able to move your booking or offer any alternative dates after this time.

2. Paying for your Accommodation

2.1. We require a 30 % non-refundable deposit at the time of booking with the remaining balance payment due 30 days prior to arrival.

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 30 days prior to the holiday, we'll remind you by email, post or telephone. If you fail to make the relevant payment 30 days prior to arrival 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.

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	30 % Non-refundable deposit. Applicable as well when full payment at the time of booking has been made
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.

Please note we are not able to amend or move a booking up to 30 days prior to arrival after which no refund of any kind will be issued

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 includes an epidemic or pandemic or 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

Sorry we do not Group bookings

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 if requested. 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, awning or glamping accommodation unless it is provided as part of the accommodation offer.

9.9. Flying of drones at the Accommodation and/or on any National Trust land is not permitted in accordance with the National Trust policy on drones which can be found [here](#).

9.10. You must not charge an electric vehicle on site

9.11. 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").

9.12. Commercial vehicles

While we do not have a specific policy regarding commercial & sign written vehicles, we do reserve the right to refuse access to anyone with a vehicle which we feel does not fit in with the surroundings and traditions of Heber farm Certified site

9.13 Parking

Sorry only one car per pitch or pod is allowed, any additional cars may only be parked at our discretion. Additional cars take up room on the site and will be charged for.

Sorry we are not able to accept any visitor cars onsite and we respectfully ask that visitor cars be parked in the National Parks pay and display carpark

10. Maximum occupancy for your Accommodation including tent sizes

10.1. You must ensure that the maximum number of persons occupying the Accommodation does not exceed the maximum occupancy limits set out on our website and in the Site Specific Rules. You must not bring additional camp beds to the Accommodation unless by prior arrangement with ourselves. For the purposes of occupancy limits a child over the age of 2 is considered an occupant.

10.2. A Hiker and Standard tent pitch are up to 5.9 metres. Large tent pitches are 6 metres to a maximum of 8 metres. Your tent plus any additions must fit within this allocated pitch space, this does however exclude the guy ropes. Total pitching area available including the guy ropes and safety strip is 11.5 x 6 metres. Gazebos and or any form of Event Shelter are not allowed.

Our tent and van pitches allow up to six persons per pitch booking to a maximum of 3 adults and 3 children or 2 adults and 4 children

We reserve the right to require you to reposition or to move your tent, caravan, motorhome or campervan onto a different pitch

10.3. We set maximum occupancy limits in line with the facilities, space and equipment available at the 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 Sites 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 us at: Heber Farm ,certified site , Buckden, Skipton, BD23 5JA

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;

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.

14.3 Accidents & Insurances:

Caravans and vehicles enter the site at the owner's risk. No responsibility is accepted for loss, damage or injury on the site, however caused. We strongly advise guests check that they have appropriate insurances for the period of their stay.

All accidents or incidents on the park must be reported and recorded at reception.

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. Our quiet time rule is 21.30 pm to 07.00am, this is a planning rule.

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. Many of our Sites are in rural areas 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 some of our Sites. 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.

16.5 Dogs are permitted in vans, on tent pitches, provided they are not on the dangerous dog register. Up to two dogs per booking are allowed so long as they are well behaved, they must be always kept on a lead and cleaned up after immediately should they foul on the site. Do not leave dogs unattended at any time including in cars. You must tell us at the time of booking if you wish to bring a dog specify how many. Unfortunately, no other domestic pets are permitted.

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. Privacy policy

Data held by Heber farm Certified site , will not be disclosed to third parties without your permission, other than the minimum required by our booking system for the purpose of transaction security. You may request that your personal data be deleted from our records at any time, but in any case, data will not be kept longer than necessary. The information taken at time of booking which is your name, address, telephone number and email address is required to be collected for the purposes of processing your reservation at Heber farm, Certified site . We may also disclose your data to CampStead Ltd who may contact you, inviting you to complete a questionnaire and review regarding your stay at our park.

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.