



Camping Terms & Conditions

The following Terms and Conditions will apply to your camping booking with us. If you have any questions, please speak to us before you make payment.

Definitions

These definitions refer to terms in these Terms and Conditions and also to the Booking Agreement.

- 'the pitch' means the pitch at Whittlebury Park allocated to you on arrival or chosen by you if we allow you to pitch anywhere within the campsite.
- 'Whittlebury' and 'we' means Whittlebury Hall and Spa Limited whose registered office is Whittlebury, Towcester, Northamptonshire, NN12 8QH.
- 'the Guest' and 'you' means the person or persons whose names are set out on the Booking Agreement Form.
- 'the Contract' means the agreement between Whittlebury and the Guest for the provision of camping.
- 'the Camping' means your stay with us at our campsite on the dates booked and paid for.
- "the Terms" means the terms and conditions set out in this document
- 'The Booking' are the dates and packages you have booked with us either online or through email or in person.

In these Terms, unless the context otherwise requires:

- a reference to the Contract includes these Terms;
- any clause, schedule or other headings in these Terms are included for convenience only and shall have no effect on the interpretation of these Terms;
- a reference to a 'party' means either Whittlebury or the Guest and includes that party's personal representatives, successors and permitted assigns;
- a reference to a 'person' includes a natural person, corporate or unincorporated body (in each case whether or not having separate legal personality) and that person's personal representatives, successors and permitted assigns;
- a reference to a 'company' includes any company, corporation or other body corporate, wherever and however incorporated or established;
- a reference to a gender includes each other gender;
- words in the singular include the plural and vice versa;
- any words that follow 'include', 'includes', 'including', 'in particular' or any similar words and expressions shall be construed as illustrative only and shall not limit the sense of any word, phrase, term, definition or description preceding those words;
- a reference to 'writing' or 'written' includes any method of reproducing words in a legible and non-transitory form; and
- a reference to legislation is a reference to that legislation as in force at the date of the contract.



1. Application of these Terms

- 1.1 These Terms supersede any previously issued terms and conditions.
- 1.2 No variation of these Terms or to the Contract, shall be binding unless expressly agreed in writing and executed by a duly authorised signatory on behalf of Whittlebury.
- 1.3 Marketing and other promotional material relating to Whittlebury Park are illustrative only and do not form part of the Contract.
- 1.4 Any booking is considered provisional until Whittlebury receives payment in full, receipt of which will be deemed to be your acceptance of these Terms.

2. Making your booking

- 2.1 Your date is not secured until you make payment in full to us.
- 2.2 We aim to ensure that our services are as accessible as reasonably possible. You should please let us know prior to any booking any particular needs and requirements you may have so that we may discuss availability and potential reasonable adjustments we are able to make.

3. Price and Payment

- 3.1 The price of your camping will be made known to you at the time of booking. This price may change if you make changes to your package, for example if the number of guests change or you request additional items.
- 3.2 Payment should be made online, credit or debit card or by bank transfer to Whittlebury's account.
- 3.3 All prices are inclusive of VAT. However, if the rate of VAT changes between the date of the Contract and your stay, we will adjust the VAT you pay unless you have already paid for your camping in full prior to the date of the VAT change taking effect.
- 3.4 The most up to date prices for camping and activities are shown on our website. Any prices shown on our website or other communications are subject to regular review and may change. The agreed price for your camping will be the amount you are requested to pay on booking.
- 3.5 Your camping price includes: use of the campsite and bathroom facilities (where appropriate these will be made known to you) and any other amenities or services made known to you at the time of booking.
- 3.6 The price does not include the use of any facilities at Whittlebury Park other than those set out in 3.5, for example, cycle hire, use of the lake, leisure activities, spa treatments and golf. This list is not exhaustive and a full list of facilities and activities at



Whittlebury Park which may be available for an additional charge can be found online or from the Guest Relations Team. Any facilities and activities which incur an additional fee must be paid for at the time of booking.

4. What happens if you need to cancel?

- 4.1 In the unfortunate event you need to cancel your Camping, you must advise us in writing. Cancellation is not confirmed until notice in writing is received by Whittlebury. We will return any sums paid by you less the following cancellation fees:

Cancellation Notice	Cancellation fee retained by us
6 to 12 months	75% of the Contract Price
Less than 6 months	100% of the Contract Price

Outside of the above periods there will be no refunds, therefore we recommend taking out your own 3rd party insurance.

- 4.2 For the purposes of calculating the notice period, the stated months or weeks will be deemed to be clear months or weeks.

5. What happens if we cancel?

- 5.1 Whittlebury reserves the right to cancel the Camping if:

- 5.1.1 you do not pay any amount due under the Contract on the due date;
- 5.1.2 we have reasonable grounds to believe that you may not pay the balance of your Contract
- 5.1.3 we discover you have deliberately concealed information of given incorrect information about your intended Camping in circumstances where (if you had not done so) it would have been reasonably foreseeable that we would have not have accepted your booking
- 5.1.4 in the reasonable view of Whittlebury, the Camping or the persons associated with the Camping might damage the reputation of Whittlebury;

If we cancel your Camping under this paragraph, you must pay us any losses and costs we incur as a result of the cancellation. You will also be required to pay cancellation fees in accordance with Clause 4 of these Terms

- 5.2 Whittlebury reserves the right to cancel your Camping at any time by giving not less than 8 weeks notice to you and returning all payments to you within 14 days of serving the notice of cancellation. We will have no further liability to you.



- 5.3 The date of the British Grand Prix is usually announced in January of each year but is always subject to change at any time after. Should your Camping be booked on the same weekend as the British Grand Prix we will notify you within 14 days of any date announcements from the organisers of the British Grand Prix if that date changes and we will use reasonable endeavours to move your camping booking to the new date. We will have no further liability to you.

6. Force Majeure

- 6.1 In this Contract force majeure means an event or sequence of events beyond a party's reasonable control including but not limited to an act of God, fire, flood, lightning, earthquake or other natural disaster, endemic, pandemic, war, riot or civil unrest, interruption or failure of supplies of power, fuel, water, transport, equipment or telecommunications service, or material required for performance of the Contract, strike, lockout or boycott or other industrial action. Inability to pay is not force majeure.
- 6.2 In the event of force majeure, both parties must use reasonable endeavours to re-book the Camping on a date to be agreed between the parties within twelve months of the Camping date set out in the Booking Agreement. Any re-booking will be on the same terms as this Contract but for the purposes of calculating dates and time periods, the Contract date will be amended to the date on which a party first notifies the other of the force majeure event and the Camping date will be the date of the re-booked Camping.
- 6.3 If, due to force majeure, a party is unable to perform or is delayed in or prevented from performing its obligations for a continuous period of more than twelve months, either party may terminate this Contract by written notice to be served on the other party by email or post. Upon termination all obligations between the parties cease and we will refund the final balance payment if it has been paid. We will retain any monies paid which have been used by us in connection with our reasonable expenses incurred.
- 6.4 A party shall not be liable if delayed in or prevented from performing its obligations under this Contract due to force majeure, provided it promptly notifies the other of the force majeure event and its expected duration.

7. Termination by either party

- 7.1 Either Party may terminate the Contract at any time by giving notice in writing to the other party if that other party:
- commits a material breach of the Contract and such breach is not remediable;
 - commits a material breach of the Contract which is not remedied within 7 days of receiving written notice of such breach;
 - is unable to pay its debts either within the meaning of section 123 of the Insolvency Act 1986 or if the other party reasonably believes that to be the case;
 - becomes the subject of a company voluntary arrangement under the Insolvency Act 1986;



- has a receiver, manager, administrator or administrative receiver appointed over all or any part of its undertaking, assets or income;
- has a resolution passed for its winding up;
- has a petition presented to any court for its winding up or an application is made for an administration order, or any winding-up or administration order is made against it; or
- is subject to any events or circumstances analogous to those in clauses 7.1.3 to 7.1.6 in any jurisdiction.

7.2 Termination or expiry of the Contract shall not affect any accrued rights and liabilities of the parties at any time up to the date of termination.

8. Severance

- 8.1 If any provision of the Contract (or part of any provision) is or becomes illegal, invalid or unenforceable, the legality, validity and enforceability of any other provision of the Contract shall not be affected.
- 8.2 If any provision of the Contract (or part of any provision) is or becomes illegal, invalid or unenforceable but would be legal, valid and enforceable if some part of it was deleted or modified, the provision or part-provision in question shall apply with such deletions or modifications as may be necessary to make the provision legal, valid and enforceable. In the event of such deletion or modification, the parties shall negotiate in good faith in order to agree the terms of a mutually acceptable alternative provision.

9. Third party rights

- 9.1 Except as expressly provided for in these Terms, a person who is not a party to the Contract shall not have any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any of the provisions of the Contract

10. Limitation of liability

- 10.1 Except in the case of death or personal injury caused by the Whittlebury's negligence, Whittlebury's liability under or in connection with the Contract whether arising in contract, tort, negligence, breach of statutory duty or otherwise howsoever, shall not exceed the sums paid to Whittlebury under this Contract.
- 10.2 The Guest shall indemnify and hold harmless Whittlebury from and against all claims and losses arising from loss, damage, liability, injury to Whittlebury employees and third parties, by the Guest within the scope of the Contract. Claims shall mean all demands, claims, proceedings, penalties, fines and liability (whether criminal or civil, in contract, tort or otherwise); and losses shall mean all losses including without limitation financial losses, damages, legal costs and other expenses of any nature whatsoever.



10.3 Each of the Parties acknowledges that, in entering into this Agreement, it does not do so in reliance on any representation, warranty or other provision except as expressly provided in this Contract, and any conditions, warranties or other terms implied by statute or common law are excluded from this Contract to the fullest extent

11. Data Protection

11.1 Any information supplied to the team at Whittlebury is held in accordance with the Data Protection Act 2018 and may be used by Whittlebury to keep you informed of special offers and products which we believe are of interest to you. We do not disclose personal information to any other organisation. If you would prefer not to be updated by our mailings, please write to our conference and events team or send us an email to marketing@whittlebury.com giving your full name and current postal address including postcode.

12. Jurisdiction

12.1 The Contract shall be governed and construed in accordance with English law and the parties to this contract submit to jurisdiction of the English courts.

Important Information

Information about the members of your party.

We require the name and address of the lead booker of your party at the time of your booking. If we do not have these details your check in may be delayed or denied.

Arrival

Campsite reception opening hours may vary depending on the event you are attending, please check with the team before arrival. You should please check in with the Campsite Team who are based campsite reception. If you arrive and there is no one at the desk, you should please call the marshal on 07934 441207.

Only vehicles displaying a valid camping ticket will be permitted on site. Tickets will be given to you on check in, please ensure you have your confirmation / QR code available on your device or printed. No replacement tickets will be given if your ticket is lost, stolen or damaged.

Each tent must be placed at least 6 metres from any other tents or structures on site.

During your stay

For the comfort, enjoyment and safety of everyone, it is important that your guests maintain acceptable levels of behaviour and noise at Whittlebury Park and you are responsible for your guests. In the unlikely event that you or your guests are requested to cease any activity which is deemed unacceptable by Whittlebury, you must take any immediate and necessary steps to



ensure your guests comply with this. In the event of your failure to comply with this request, Whittlebury may cancel your Camping without being liable for refund or compensation.

You agree to accept full responsibility for all damage to the premises at Whittlebury Park, whether to decoration, carpeting, other fixtures and fittings or otherwise which may occur or arise during the use and enjoyment of the premises by you, your guests, agents or servants. If, as a result of the damage, facilities are unavailable for use, you will be charged to reinstate the facilities. Such damage will be repaired (or cleaned or replaced, as appropriate) by (or on behalf of) and at the reasonable discretion of Whittlebury but at the sole cost of you to be paid within 14 days of receipt of the invoice.

Children

All children under the age of 14 must be accompanied by an adult whilst on site. There are three lakes on Site which are not suitable for swimming in.

The onsite activities may have specific times when children are able to participate and you should check this prior to arrival.

Facilities

All on-site activities are subject to availability and we operate a 'first come, first served' policy and are therefore unable to guarantee you will be able to book your chosen activities at a particular time or day.

All outdoor activities are subject to weather conditions and the availability and timetables may vary.

Should you book an activity and it is unable to go ahead at the scheduled time due to weather conditions or because we are unable to run the activity, we will re-book you to the next available time. If it not possible to re-book, we will refund any monies paid by you but will not be liable for any compensation.

You must ensure that any activity or facility selected by any member of your party is suitable for those who are taking part.

Dogs

Dogs are not permitted on the Campsite. Assistance dogs are permitted but you must notify us at the time of booking if you wish to bring an assistance dog with you.

Safety and Security during your Camping

There are lakes on site and these are not suitable for swimming.

You should ensure that whilst on site you remain on the designated footpaths at all times.



Your personal belongings are your responsibility during your camping stay.

Vehicles parked at Whittlebury must be locked and all valuable removed as there is limited on-site security in the car parks.

We can take no responsibility for any bikes or other equipment that are brought onto site.

We accept no liability for any loss or damage to your personal property during your camping stay unless it was due to our negligence.

Smoking on site

Please note the buildings at Whittlebury Park are non-smoking. Should smoking be a requirement, we invite you and your guests to use the main Silverstone Bar Terrace and Atrium Terrace areas only.

Departure

You must vacate the campsite by no later than 11am on your departure date.

Deliveries and property at Whittlebury Park

Whittlebury reserves the right to dispose of any items not collected within 72 hours after your camping stay and will charge a fee of £150 per 24 hours or part thereof for any items left at Whittlebury at the end of your stay.

General

The flying of drones is not permitted anywhere on site.

The use of fireworks, Chinese lanterns, open fires and candles is not permitted anywhere on site.

You may only use a barbeque if it is placed outside of your tent and raised off the ground.

All music and other loud noise must cease by midnight.

You must not charge an electric vehicle unless a designated electric vehicle charging point has been provided to you. You should arrange this prior to arriving on site.

No unauthorised trading is permitted anywhere on site.

During adverse weather we may request that no vehicles are driven on site during your stay with us and that vehicles are only driven to and from your pitch on your day of arrival and departure.



Finally, in the unlikely event that you are unhappy with any aspect of your camping, this should be brought to the attention of us at the time so that the matter can be resolved immediately.