

## **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 sign the Booking Agreement and these Terms and Conditions.

### **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 as set out in the Booking Agreement incorporating these Terms & Conditions.
- 'the Camping' means your stay with us at our campsite on the dates set out in the Booking Agreement
- "the Terms" means the terms and conditions set out in this document
- 'The Booking' as detailed in the Booking Agreement including dates, prices and packages

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**

These Terms apply to and form part of the Contract. They 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.

Marketing and other promotional material relating to Whittlebury Park are illustrative only and do not form part of the Contract. Any booking is considered provisional until Whittlebury receives a signed copy of these Terms together with payment in full, receipt of which will be deemed to be your acceptance of these Terms.

## **2. Making your booking**

2.1 We have previously sent to you a quotation which you have approved. Your date is not secured until you return to us your signed Booking Agreement together with these signed Terms and Conditions and your Deposit as set out in the Booking Agreement.

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. A risk assessment may be required prior to confirming a booking.

## **3. Price and Payment**

3.1 The price of your camping is set out in your Booking Agreement. 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 The sum due is set out in the Booking Agreement and must be paid to secure your camping at the time the Contract is returned.

3.3 Payment should be made by credit or debit card or by bank transfer to Whittlebury's account.

3.4 All prices are inclusive of VAT. However, if the rate of VAT changes between the date of the Contract and your Staycation, 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.

3.5 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 quoted when you make a reservation and will be shown on the confirmation.

3.6 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 included in the price which are shown in the Booking Agreement Form.

3.7 The price does not include the use of any facilities and activities at Whittlebury not set out in your Booking Agreement Form. The facilities and activities not included are, 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 or postpone?**

4.1 If you need to postpone your Camping you must give us at least 8 weeks written notice. You may postpone for Camping for a maximum period of 12 months and will be required to pay a 20% postponement fee.

4.2 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:

| <b>Cancellation Notice</b> | <b>Cancellation fee retained by us</b> |
|----------------------------|--|
| More than 12 months        | 50% of the Contract Price              |
| 6 to 12 months             | 75% of the Contract Price              |
| Less than 6 months         | 100% of the Contract Price             |

4.3 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 deposit or instalment 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**

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 this Agreement whether arising in contract, tort, negligence, breach of statutory duty or otherwise howsoever, shall not exceed the sums paid to Whittlebury under this Agreement.

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 this Agreement. 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 Agreement, and any conditions, warranties or other terms implied by statute or common law are excluded from this Agreement to the fullest extent

## **11. Data Protection**

11.1 Any information supplied to the team at Whittlebury at the time of booking is held in accordance with the Data Protection Act 2018 and will only be used by Whittlebury to keep you informed about details/changes to your booking along with information about the event you are attending. We do not disclose personal information to any other organisation.

## **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**

### **What is included in the price of the Camping?**

Your Camping includes the use of the Campsite and the toilet and shower facilities where appropriate. IF you have booked an electric hook-up then this is included also.

### **What is not included in the price?**

The facilities and activities not included are, 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 at the Guest Relations desk.

Food and beverage outlets on the Park must be paid for separately and are not included.

### **Information about the members of your party.**

We require the name, date of birth and address of each member of your party at the time of your booking. If we do not have these details your check in may be delayed or denied.

On arrival we will require photographic identification for everyone over the age of 18.

### **Before you arrive**

If you wish to book any of the onsite activities you should do so before you arrive as spaces are limited.

### **Arrival**

Your pitch will be available from 2pm on the day of your arrival. You should please check in with the Campsite Team who are based in the Atrium building. If you arrive and there is no one at the desk, you should please check in at the Hall reception.

Only vehicles displaying a valid camping ticket will be permitted on site. If you have not received your ticket 7 days prior to your arrival date please contact us. 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 of 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 no 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.

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

If you bring your own bikes with you, these will need to be stored in our outdoors cycle area and you must bring your own padlock. We can take no responsibility for any bikes or other equipment that are brought onto site.

If you use our gym and spa facilities you will be provided with a locker for that session. These lockers must only be used for non-valuable items. Locker keys must be returned at the end of each session.

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

### **Looking after your Apartment**

You must keep the Site in a clean and tidy condition and ensure all litter is taken with you on departure.

You must not have additional guests on Site unless their details are provided to us in advance. The maximum number of guests for each pitch must not be exceeded at any time.

### **Internet Connection**

We do provide free wireless internet connection across the site but cannot guarantee its speed and service at all times.

### **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. If you wish to stay on site after this time to use the facilities you will need to make additional arrangements with Guest Relations.

### **What about insurance?**

You may well consider it worthwhile arranging insurance. This can usually be done for a small premium, to cover the cost of cancellation and other liabilities. Please bear in mind that your insurance contract will be between the insurance company involved and yourselves.

### **Deliveries and property at Whittlebury Park**



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

## **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.

No vehicle may be driven on site during your stay with us. Vehicles may only be 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.