

TERMS AND CONDITIONS

of Mersea Barns Glamping

These terms and conditions govern the arrangements for making a booking and the legal agreement which will be created by our sending you the confirmatory e-mail referred to below. “we” and “our” refer to Old Glebe Barns Limited trading as Mersea Barns, a company registered in England and Wales registration number 09573682; “you” and “your” refer to the person making the booking as named in the booking and that confirmatory e-mail.

1 Booking and Payment: Booking should be made through our website using the booking form and procedure shown on it. We reserve the right to refuse to accept any booking without stating a reason and we will not accept bookings for Hen or Stag Parties or which seem to us likely to give rise to noisy or disruptive behaviour, nor do we accept bookings for multiple units. The person making the booking must be at least eighteen years old and anyone using our huts or tents who is under that age must be accompanied by someone over that age.

If your booking is six weeks or more before the start of your stay with us you must pay 40% of the total price at the time of booking and pay the balance and a security deposit of £200 at least six weeks before your stay starts. If your booking is less than six weeks before your stay starts you must pay the whole of the total price and a security deposit of £200 at the time of booking.

You should diarise the date for payment of the balance of the price, as it is your responsibility to pay it when due, although we will send you a reminder.

Your initial 40% payment is a non-refundable deposit which will be retained by us if you cancel your booking or fail to pay the balance of the price when it falls due.

Payment must be made by debit or credit card.

Immediately following our receipt of your booking and the initial payment required as mentioned above we will send you a confirmatory e-mail confirming receipt of your payment and stating the tent or hut which you have booked, the options which you have selected, the number of your party, the price and the dates of your stay; please check this as soon as you receive it and e-mail us if you believe it is incorrect in any respect.

A legal contract between you and us will be formed when we send you that e-mail; the summary of your booking shown on our website when you place your booking does not create a legal contract.

That contract binds you and every member of your party, and you must ensure that they all understand, accept and comply with it; notwithstanding that, you as the person making the booking will be responsible for the conduct of all members of your party.

The price stated in the confirmatory e-mail includes VAT at the then appropriate rate. If that rate subsequently changes we may increase or reduce the price accordingly but will not do so within thirty days before the start of your stay. If other governmental taxes or levies relating to your stay are introduced, however, we would charge these as an addition to the price.

The price for your booking will be shown when you make your booking and stated in your confirmatory e-mail; prices shown on our website are reviewed regularly and are subject to change.

We may decline to discuss your booking – whether in respect of changes or otherwise – with anyone other than yourself.

2. Cancellation and Termination: If you cancel your booking more than six weeks before your stay is to start or if you fail to pay all the sums payable by you when they fall due as stated in paragraph 1 above we will retain your 40% initial payment but refund to you any other payment that you have made in respect of your booking; if you cancel six weeks or less before your stay is to start we will retain all payments made to us in respect of your booking.

We may cancel your booking if any law or action of a government or public authority makes it unlawful to proceed, if any occurrence makes it impracticable for it to proceed or if for reasons beyond our control the accommodation becomes unavailable and it is not reasonably practicable for us to provide comparable alternative accommodation on our site; if we do so we will refund all payments received from you in respect of your booking.

We may also cancel your booking if we become aware or have reasonable cause to suspect that you would be in material breach of these terms and conditions; in that event we would retain your initial 40% payment but refund to you any other monies received by us in respect of your booking.

We may terminate your booking and require you and all of your party to leave our site if you or any of them commit any material breach of these terms and conditions; in that event you must all leave immediately as required by us and we would retain all sums received by us in respect of your booking.

Save for making the refunds mentioned above we will have no further liability in the event of cancellation for any reason.

We strongly advise that you have appropriate insurance.

3. What is and what is not included: Subject to the options which you select in making your booking, we will provide you and your party as stated in your booking with use of the hut or tent booked, the items listed on our website as basic for it and those for which you opted in your booking. If you require any additional item please ask us if it is available and the charge payable for it.

4. Visitors: You may entertain up to a maximum four occasional visitors but no more; they must leave our site by 10.00pm and must not sleep in your hut or tent or elsewhere on our site. You must ensure that they comply with these conditions – you are responsible for their compliance.

5. Pets: You are welcome to bring with you one or two dogs that you book when booking your stay (subject to your payment of the pet fee payable under our booking conditions) but:

- you must keep it under control and on a lead when not in your hut or tent, particularly when walking around our site; there are domestic animals in the fields at the ends of our site that must not be worried and wildlife is often in adjacent fields, so – as our site is not securely fenced – an unleashed dog could easily chase and get lost
- your dog must not be dangerous or aggressive; if there is any incident of your dog attacking or threatening others, or if in our opinion any such incident is likely, we may require you to remove it and to keep it tied up until it is removed; any failure to comply with a reasonable request by us will entitle us to terminate your booking for breach and the relevant parts of paragraph 2 will apply
- please clean up its poo and ensure that it is clean and not muddy when it comes into your hut or tent
- do not allow it on any bed or other furniture
- do not leave it unattended

You will be responsible for any damage caused by your dog.

You may not bring onto our site any pet other than the one or two dogs that you specify in making your booking.

6. Consideration for others: We wish all our guests to enjoy a peaceful and relaxing stay, so you must respect others and ensure that you and all your party behave in a responsible and considerate manner. You and your party must not cause high noise levels or play music outside, or so as to be audible outside, your hut or tent after 9.30pm, nor at any time behave in any manner which is noisy, disruptive, offensive, aggressive or otherwise anti-social or inconsiderate to others, or is likely to cause damage or harm.

7. Specific Dos and Don'ts:

Prohibitions: The following are actually or potentially damaging, or otherwise unacceptable, so you must ensure that you and your party DO NOT:

- light, or do anything which risks causing, any fire (including a BBQ, firepit or similar device) other than the firepit provided in the position in which we provide it and the wood-burner stove in the hut or tent; do not bring onto our site or use any firework or chinese lantern – fire could easily spread to the grasses, trees and hedges on our site and/or to adjacent farmland
- damage or climb on any trees, hedges or other plant, nor use any of it as firewood
- smoke inside any tent or hut
- play games or trample on any of the long grasses planted on part of our site
- pitch, place or bring onto our site any tent, washing line or other structure or paraphernalia, nor any firearm, weapon, archery equipment or illegal substance
- take any internal bedding outside your tent or hut
- use on the firepit/bbq any internal cookware from the hut or tent
- use any fuel on the wood-burner other than that supplied by us
- use on the firepit/bbq any wood or charcoal other than that supplied by us
- drive any vehicle further into our site than the car park referred to below
- enter any area or thing prohibited under paragraph 12 below

DO comply with the operating and other instructions in the information manual in the hut or tent, particularly in respect of the wood-burner and other equipment

8. Supervision of children and minors: If your party includes children or persons who are usually supervised there must be at least one responsible adult person to supervise them and you must ensure that all members of your party comply with these conditions.

9. Vehicles: Upon arrival, please park your vehicle in the car park shown in your welcome instructions: do not drive up to your hut or tent or otherwise drive further into our site.

There are 22Kw EV charging units in that car park available for your use (upon payment of their charging price). Once it has been charged please move your vehicle to a space without a charging unit.

10. Loss and damage: Please inform us if anything gets broken, damaged or lost so that it can be rectified. You must pay to us promptly upon request, and we may deduct from your deposit, the replacement cost of any item that is not in your hut/tent when you depart, in the condition in which it was at the start of your stay.

Please check your hut or tent upon arrival and inform us of any damage or breakages which you find.

11. Departure: Upon departure please leave your hut/tent tidy, with its contents and outside items in the places where they were when you arrived; please also place all waste items in the outside waste bins by your unit, segregated appropriately, put laundry in the bags provided and wash up any dirty kitchenware, crockery and cutlery. We may charge you £15 if you do not comply with this paragraph or if you otherwise leave your hut or tent in an unsatisfactory state.

Please leave your hut or tent by 9.30am on your booked departure date; any delay in doing so causes us problems in preparing the unit for the next guest. We may in our discretion charge you a reasonable amount for any delay, or in an extreme case charge you any extra day's charge, in which case you must promptly pay the amount so requested.

12. Access by us: We may access your hut/tent at any time and you must comply promptly with any request that we make for such access. You do not have exclusive possession of your unit and neither your booking nor this agreement creates any tenancy.

In addition, if at your scheduled departure time you do not vacate your hut/tent and remove your possessions from it we may remove them ourselves – in that case we may store them at your risk. We will e-mail you to inform you of the items we have removed and remind you a fortnight later stating that if not collected within the next fortnight we will dispose of them as we see fit. We may send them to your address stated in your booking form or which you give to us; if we do so that would be at your risk. You must reimburse us the cost of any action taken by us under this paragraph.

13. Liability, security and risk: We do not provide any security arrangements and all your items are your responsibility and at your own risk. As you appreciate, these are glamping units, which by their nature are not secure, and they are placed in a field. Please lock your vehicle when you leave it and do not leave valuables in it.

We do not exclude any liability for death or injury caused by our negligence but otherwise our aggregate liability to your party, you and every other member of it is limited to and shall not exceed the total amount paid to us in respect of your booking. It is your responsibility to act sensibly, safely and securely in all respects and to ensure that every member of your party and anyone visiting you does so.

Our site was formerly a pick-your-own farm and we have not yet cleared all the areas of its equipment, plant supports and what became scrub areas; these areas are therefore potentially dangerous, so do not enter any of the polytunnels (except the part laid out for customer use, in accordance with the charges and other terms of use for it) or any area which has on it old equipment, plant supports, tool sheds or the like or areas of that farm which have become scrub land.

We strongly advise that you have appropriate insurance.

WiFi access and use is subject to the provider's terms of supply and we are not responsible for any failure or interruption.

14. Communications: Apart from your booking online, the usual means of communication between you and us (including formal notices under this agreement) will be by e-mail or in person while you are on site. Any e-mail which is sent to your e-mail address stated in your booking or to us at info@merseabarnsglamping.com will be deemed given to the addressee at the time when that e-

mail is sent; any letter sent by first class post to you at your address stated in your booking or to us at Mersea Barns East Road East Mersea Colchester CO5 8TQ will be deemed given at the expiry of forty-eight hours after the date upon which it is posted disregarding weekends and public holidays.

15. Data Protection: We collect personal information when you ask about our services, make or discuss a booking, visit us or our website or provide us with information verbally or in writing. You consent to our collecting, holding and using this information for the purposes of communication with you, management of your booking and stay, operation and management of our business, and related purposes; such use may include sending you information about Mersea Barns unless you instruct us in writing not to use it for that purpose. We will not share any of this information with anyone else.

For more information visit

General: If a court finds that any provision of these terms and conditions is illegal or void that provision shall be severed from the remaining provisions, which will continue in full force and effect.

Save for changes to the details of your booking agreed by us and confirmed by us by e-mail or otherwise in writing, no variation of the legal agreement between us will be effective unless in writing signed by you and by a director of us.

You are not entitled to transfer this agreement or any right or benefit under it, in whole or in part, and must not do so without our written consent.

We will not be liable for anything which occurs or does not occur for any cause which is outside our reasonable control.

The agreement between you and us will be governed by and construed under the laws of England and Wales and we each irrevocably submit to the exclusive jurisdiction of the courts of England.