

# Terms and Conditions for your stay with Wild Luxury

In these terms and conditions:

“Accommodation” means safari tent and / or bell tent as .

“Site” means the glamping site.

“Site Specific Rules” means the rules in force at the relevant camp.

“you” or “your” means the person named in the booking confirmation.

“we”, “us”, or “our” means Countrywise Outdoor Leisure Limited

## 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 deposit payment 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 deposit paid 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.

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 25 years old at the time of booking.

1.5. Children under the age of 18 must be accompanied by an adult.

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.

## 2. Paying for your Accommodation

2.1 You must pay us the total amount payable for your booking within 10 weeks of your arrival date.

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

2.2.1 On initial booking we accept UK registered personal debit cards, personal Visa credit cards, personal MasterCard and bank transfers. For balance payments we only accept UK registered personal debit cards or bank transfers.

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 Where we are unable to provide you with a discount or offer on your booking due to this offer having been withdrawn or amended: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 email you to notify you the offer is no longer available, and cancel your booking.

2.4 The payment due date is shown on your Reservation Statement. It is the customer's responsibility to ensure this payment is made on time. If payment is not made within 10 days of the due date we reserve the right to cancel your booking where full payment has not been received in time. If the balance is not paid in time we shall retain your deposit.

## 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. We will confirm the price of your Accommodation at the time you make your booking and in your confirmation invoice.

3.2. All prices by telephone, on our website or in any leaflets relating to the Site include VAT. If the VAT rates change, we reserve the right to change our prices accordingly. VAT invoices can be provided on request.

3.3. All prices given by telephone, on our website include any charges for water, gas, electricity, and oil that may be applicable to the Accommodation selected.

## 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. In the event of a cancellation more than 10 weeks before the commencement of the stay, 30% of the rental amount will be payable with a minimum of £230. In the event of cancellation within 10 weeks before the start of the stay, the entire rental amount will be payable. In the case of early termination of the stay, the entire booking amount is payable.

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, bereavement and illness. This booking is conditional upon you having holiday insurance in place to compensate you in these circumstances as further outlined in 4.5 and 18.2.

4.5 It is a condition of your booking that you obtain appropriate travel insurance for all members of your group. This should ideally cover illness, bereavement, transport difficulties, extreme weather conditions and accidents during your stay. It should also provide cover for you not being able to attend camp on the dates booked due to events outside of our control as outlined in 18.2.

## 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 guests and pets accompanying you.

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. Should your booking require major changes to your holiday in order for you to be able proceed then this will be deemed as a cancellation of the holiday booked.

5.3. If we do change your booking, you will be charged an administration fee of £20 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.

## 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 may include 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, bereavement, transport difficulties, extreme weather conditions and accidents during your stay. It should also provide cover for you not being able to attend camp on the dates booked due to events outside of our control as outlined in 18.2.

## 7. Special requests

7.1. Special requests must be requested in writing 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. Please note that we are unable to accept dogs in our lodges during the month of August.

## 8. Adult Group bookings

8.1. Group bookings can only be accepted from organised groups. For information about our group policy for each site, please refer to our Site Specific Rules. Bookings for all groups, including large family or friend groups, must be notified to us and approved by us at the time of booking. Sites are not suitable for stag or birthday parties. If you want to use the Site for such a group, you must contact us and tell us prior to booking and obtain our prior agreement to any such use.

8.2. Adult group bookings may only be made by telephoning our reservation office and cannot be made online.

8.3. Our Sites have different rules and practical requirements for group bookings, which are available on our website and can be found here. Please ensure that you understand these rules and practical requirements before making any group booking.

8.4. Please note that if you fail to comply with our rules on group bookings as set out in this Section 8 we may need to exercise our rights under Section 16 ("Our right to evict").

## 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. 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. You must keep the Accommodation and any contents clean and tidy and leave them in the same condition as when you arrived.

9.3. 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.

9.4. 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.

9.5. You and your party must not use fireworks, or Chinese lanterns at your Accommodation.

9.6. You and your party may only use our approved barbeques on Site. You and your party must not use barbeques, gas stoves, or other naked flames and cooking equipment inside any tent or glamping accommodation unless it is provided as part of the accommodation offer.

9.7. You must tell us at the time of booking if you wish to bring a dog to one of our dog friendly Sites. Dogs on Site are subject to the conditions in Section 14.

9.8. Flying of drones at the site and/or neighbouring land is not permitted.

9.9. You must not charge an electric vehicle from the Accommodation unless a designated electric vehicle charging point has been provided.

9.10 In order to make the stay with us as pleasant as possible, all guests must keep to the determined rules of behaviour laid down in the site rules. You can ask for details of the full site rules on arrival, from your Camp Director.

9.10 These particularly pertain to making sufficient levels of noise after 11pm 'quiet time' to disturb other lodges and behaving in a considerate and safe manner in regard to the site and fellow guests.

9.11 No amplified music should be played after 10pm without the direct permission of the Camp Director.

9.12. 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 16 ("Our right to evict").

## 10 Vehicles on Site

10.1 Vehicles should never be driven onto camp or up to the lodges unless in an emergency or specific permission has been granted. We provide details of gate lock combinations only for emergencies. We would ask that guests report any unauthorised traffic movements to the Camp Director.

10.2 Please note that if you do not comply with the above requirements we may need to exercise our rights under Section 16 ("Our right to evict").

## 11. Visitors

11.1 Lodges should only accommodate the number of guests stated on our booking confirmation. We should be notified of any visitors to your lodge during your stay. In the event that you breach our site rules then we reserve the right to ask any or all guests to leave the site without compensation for the unspent element of their holiday.

11.2. You must ensure that the maximum number of persons occupying the Accommodation does not exceed the occupancy levels set out in our booking confirmation. You must not bring additional camp beds to the Accommodation. For the purposes of occupancy limits a child over the age of 2 is considered an occupant.

11.3. We set occupancy limits in line with the facilities, space and equipment available at the relevant 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 occupancy limits as described in this Section

## 12 Risks

12.1 Wild Luxury sites are located in open countryside with livestock and machinery in close proximity. Children must be supervised at all times. All animals should only be

treated with respect and care under adult supervision. Children should not climb in sheds, animal enclosures or other structures around the site. At the Hideaway nobody should enter the woods immediately behind the lodges.

12.2 Children should be supervised by an adult when with the camp pets, in the play area and within wooded areas at all times.

12.3 Guests should be careful around the stoves and never take items from the rear of the stove. Young children should not use the power showers unless supervised by adults within their party.

12.4 At all times, it is the parents/guardians responsibility to ensure that young children do not place themselves in a situation whereby they can injure themselves by being vigilant of any potential incident. Whilst optional fireguards may increase the deterrent of being close to a heat source they do not guarantee safety.

12.5 As with all camping holidays, parental supervision is essential, at all times. We cannot be held liable for any injuries sustained due to parents/guardians failing to supervise children appropriately.

## 13. Damage to the Accommodation or its contents

13.1. If you discover that anything is missing or damaged on arrival at your Accommodation you must notify us immediately at the Site Office by phone or by email. If you do not notify us we will assume that you caused the relevant damage or loss.

13.2. 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.



## 14. Pets on Camp

14.1 Pets are welcome at Wild Luxury except for stays during the month of August.

14.2 We can only accept pets that have been booked prior to arrival. In the event that you bring a pet that has not been pre-booked then we reserve the right to refuse permission for your pet to stay with you on camp.

14.3 Dogs cannot roam free throughout the camp and must be on leads or long tethered when not in your lodge.

14.4 Your pet cannot adversely affect another guests' stay.

14. Pets must not injure or harass any other animal on site. Should this be the case then you may be asked to remove your pet from site.

14.5 In the event that your pet is not upon our request removed from site we may need to exercise our rights under Section 16 ("Our right to evict").

## 15. If you have a problem or complaint

15.1. 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 Camp Director immediately and give us the opportunity to resolve it.

15.2. If you have an unresolved complaint at the end of your stay, please contact:  
[adventure@wildluxury.co.uk](mailto:adventure@wildluxury.co.uk)

15.3 In considering any complaint, we'll take into account whether we have been given the opportunity to investigate it and put matters right.

15.4. Please note that we will not tolerate any written, verbal or physical abuse towards any of our staff or representatives.

## 16. Our right to evict

16.1. We may terminate our contract with you and ask you to leave your Accommodation and the Site immediately (without any compensation being payable) if:

16.1.1. we consider that you or your party have committed a serious breach of these terms and conditions;

16.1.2. we consider that your or your party's behaviour endangers the safety of our visitors or staff;

16.1.3. any complaints are made of anti-social or unacceptable behaviour against you or your party including playing amplified music after 10pm;

16.1.4 You fail to comply with a request to remove a pet from site as outlined in Section 14

16.1.5. you or your party cause an unreasonable amount of damage to the property or its contents; or

16.1.6. you exceed the maximum occupancy limit for your Accommodation.

16.1.7 you bring a vehicle onto site without our express permission.

## 17. Our liability to you

17.1. 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.

17.1.1. Nothing in these terms and conditions is intended to limit our liability for:

17.1.2. death or personal injury caused by our negligence;

17.1.3. fraud or fraudulent misrepresentation on our part; or

17.1.4. any breach of the terms implied by Section 10, 11 and 13 of the Consumer Rights Act 2015.

17.2. 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](http://www.adviceguide.org.uk) or call 03454 040506.

## 18. Events beyond our control

18.1. We will not be responsible for any failure to perform our obligations under these terms and conditions that are caused by an event outside our control.

18.2. 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, pandemic 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.

## 19. Some practical information for your stay

19.1. You have access to your lodge from 1.45 pm on the day of arrival. On the day of departure you must vacate the safari lodge by 10 am. Check-In time is between 1.45pm and 6.00p.m. We strongly advise, in your own interest to arrive prior to 6pm but should you be unable to arrive within these times, please arrange a late-check optional extra available up to 9pm. Please re-confirm by email your estimated arrival times 3 days prior to arrival to ensure your lodge is ready.

19.2. 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 19.2). 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.

19.3. 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.

19.4. 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.

## 20. Entire Agreement

20.1. This agreement constitutes the entire agreement between you and us and supersedes and extinguishes all previous promises, representations and undertakings.

20.2. No one other than a party to this contract shall have any right to enforce any of its terms.

## 21. Data Protection

21.1. We may communicate with you from time to time about your booking and your experience with us and will use your data in accordance with our privacy policy (please see link below).

21.2. If you wish to alter the way we communicate to you at any time you can write to the address given on the website, send an email to [adventure@wildluxury.co.uk](mailto:adventure@wildluxury.co.uk) or telephone 01485 750850 .

## 22. Governing Law

22.1. These terms and conditions are governed by English law. You and we both agree to submit to the exclusive jurisdiction of the English courts.