

# ACORN GLADE

## Terms and Conditions of Booking

### 1.0 Introduction

1.1 Thank you for choosing Acorn Glade. Please read these terms and conditions ('Terms') carefully. By booking a stay with us, you have agreed to comply with these Terms and confirm that you accept full responsibility for all persons using the accommodation unit and our communal facilities during your stay.

1.2 These Terms and the prices specified herein may be subject to change from time-to-time, in which case we will endeavour to update these Terms and any applicable information on our website immediately.

1.3 'Acorn Glade' is the trading name of Acorn Glade, Kidd Lane, Melbourne, York, East Ridings of Yorkshire YO42 4QF.

1.4 Information Access and Handling: Our access and handling of your information is subject to the UK General Data Protection Regulations (GDPR) tailored by the Data Protection Act 2018.

### **PART B**

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### **1. Bookings & Payment:**

1.1. Whilst every care is taken to ensure the details provided on our website (including partner websites) or by telephone are correct, Acorn Glade does not accept responsibility for errors, misunderstandings or changes in circumstances.

1.2. By default, a booking is made by completing and submitting the Online Booking Form at FreeToBook.com (linked from our website) and by paying the relevant accommodation fee in full.

1.3. All payments are in pound sterling. All fees and charges owing to us are paid in advance. Where further fees and charges accrue during your stay, these must be paid prior to your departure from the site.

1.4. We do not and cannot guarantee the availability or accuracy of any dates and price information you may rely on to book a stay at Acorn Glade, and until such time as you receive a booking confirmation from us, you should not treat such information as confirmed. We also reserve the right to change any of the prices, services or particulars contained in published information (including, non-exhaustively, in these Terms and on our website) at any time before we enter into a contract as described in clause 1.5 below.

1.5. Once we have received the Online Booking Form and cleared payment from you, we will e-mail you a Booking Confirmation. At this point a binding contract exists between us.

1.6. All prices are per accommodation (for a maximum of two adults). We do not charge extra for single person occupancy.

1.7. Our policy is to only accept guests over the age of 18 years and no pets (with the exception of guide dogs or caring dogs, which must be kept on a lead at all times). Bookings must be in the name of an individual aged 18 years or over at the time of booking.

1.8. All accommodation should only be used by those named on the Online Booking Form. You are not allowed to bring, invite or allow other guests on site without our prior consent.

1.9. We are happy to accept small group bookings of families and friends (limited to two persons per unit). Unfortunately, as we are promoting a tranquil atmosphere on site, we cannot accept hen or stag party bookings.

1.10. Bed-linen is provided on a complimentary basis for guests in the yurts and log cabin. For bookings of a week or more, additional linen can be provided for use in your accommodation unit (upon request). For guests in the gypsy wagon, there is a fee, which is payable on booking for bed linen, however duvet and pillows are provided. Please contact us for details.

1.11. Wheelchair access is limited, as pathways have inclines and are laid with bark chippings, or are grassed. Further information can be provided on request.

1.12. Acorn Glade reserves the right to cancel or curtail any booking due to circumstances beyond our control, in which case a full or pro rata refund will be given, as appropriate.

1.13. Acorn Glade strongly recommends that all guests obtain holiday insurance to cover you for cancellation or other personal claims relating to your stay here.

## **2. Arrivals & Departures:**

2.1. The change-over days for our accommodation are Mondays, Wednesdays and Fridays. Guests should be aware that there may be cleaning of the communal facilities, grass-cutting and general maintenance taking place on these days.

2.2. **CHECK IN IS AFTER 4PM (BUT BEFORE 7PM) ON THE DAY OF ARRIVAL.**

2.3. Any arrivals after 7pm on the day of arrival are at the discretion of the management only (and must be agreed by email or telephone) and no arrivals are permitted after 10pm. If arriving late, please unpack quietly so as not to disturb other guests. At the discretion of the management only, guests are permitted to defer their arrival to the following day, but only at a time convenient to Acorn Glade in order to be shown to their accommodation.

2.4. If guests have not arrived at the site by 10pm on the first day of your scheduled stay and have not been in contact with us, it will be deemed that the booking has been cancelled and we will retain your fees in full.

2.5. Bookings can be for any number of nights with a minimum of 2. Further details are provided on our website.

2.6. **YOU ARE REQUIRED TO DEPART NO LATER THAN 11AM ON THE LAST DAY OF YOUR STAY.** This means that you should have checked out of the accommodation, vacated the kitchen area and grounds by 11am. Acorn Glade would greatly appreciate it if you please leave your accommodation as you found it. We reserve the right to charge for excessive cleaning where accommodation has been left in an unacceptable condition. By entering into these Terms & Conditions with us, you agree to meet these costs. Keys should be left in the door lock upon departure. There may be a small charge for keys lost or not returned.

## **3. Cancellations, Refunds & Amendments:**

3.1. If you wish to cancel your booking for any reason, please contact us immediately by phone and then notify us in writing, by email.

3.2. All accommodation fees and charges are non-refundable and paid in full at the time of booking.

3.3. At the discretion of the management only, amendments to your booking are possible, including dates and names, provided these are requested no later than thirty (30) days prior to the arrival date. There is an administration charge of TEN POUNDS (£10) per amendment.

## **4. Accommodation:**

4.1. All bedding is supplied for our accommodation, including duvets, pillows, sheets, duvet covers, pillow cases, throws and cushions.

4.2. Please bring your own towels or ask about our 'Towel Bale' hire package.

4.3. We do not allow guests to erect their own structures or tents on the site. Please also note that WI-FI is not available on site.

4.4. You agree that you are responsible for any damage caused to the accommodation unit or any items within it (fair wear and tear excepted). If you find anything broken or not working upon your arrival, please let us know straight away, as we will otherwise be entitled to assume that all appliances and furniture items and other effects were in working order and not damaged prior to your arrival.

4.5. Any difficulties, issues or problems whatsoever with your accommodation should be reported to us immediately, while you are still on site, so that we have the opportunity to resolve or remedy them.

4.6. Anyone with our authority may have access to your accommodation unit during your stay. While unlikely to happen, this may be required for essential maintenance or repair. If this does happen, we will give you as much warning as we can. There will be no need for you to stay in, since we can accompany any visitor.

## **5. The 'Chicken Shed':**

5.1. The kitchen, wash-room, shower and toilet facilities are for the use of guests only. These facilities use renewable energy, so we would request that you use these facilities responsibly.

5.2. Acorn Glade advises guests that the use of hot water is on a fair-usage basis. There may be times when the hot water or electricity is offline and we will inform you if this is the case. Acorn Glade does not guarantee the provision of hot water during your stay and cannot be held responsible for a lack of or shortages of hot water arising for any reason.

5.3. Please leave all communal facilities as you find them, and let us know of any damage or breakages.

## **6. Rubbish & Recycling:**

6.1. Please dispose of unwanted food or other refuse daily in the appropriate rubbish bins. Recycle bins for glass, plastic, cardboard and cans are provided.

## **7. The Grounds:**

7.1. By its very nature Acorn Glade is a glamping site in a natural environment. Guests are advised that some of the pathways, borders or meadow grass may be uneven and timber decking, mats and rugs may be slippery. You are advised to take due care and attention when in your accommodation or whilst walking around the grounds. Running is not advisable unless you have the correct sports footwear. Those with mobility concerns should avoid uneven areas.

7.2. Acorn Glade cannot accept responsibility for personal injury sustained whilst on site and you agree to indemnify and hold harmless Acorn Glade in this respect.

7.3. You are permitted to use the rowing boat, but this is at your own risk. The lake is 8ft deep in places and could be dangerous to weak swimmers. No more than two people should be in the boat at any one time. The use of the rowing boat at night is not allowed.

7.4. Swimming in the lake is strictly prohibited at all times. In case of emergency, there is a lifebuoy ring sited adjacent to the lake. Please notify us immediately if there is a medical emergency.

7.5. We accept no liability for any works or activity of any sort occurring on premises adjoining or neighbouring property, nor shall we be responsible for making any enquiries about the likelihood of, or providing any information to you about, any such works or activity.

## **8. Fishing:**

8.1. The lake is stocked with still water fish: Carp, Hybrid Carp, Rudd, Golden Rudd, Barbel, Bream, Tench and Eel. Day fishing passes are available upon request at a fee of FIFTEEN (£15) per day. This entitles you to fish for twenty-four (24) hours at one of our four fishing pegs around the pond. You will also require a valid Environment Agency rod licence, available from the Post Office.

8.2. We do not provide or hire out fishing or angling equipment. You must bring your own, but we restrict guests to a maximum of two rods per person when you are at your peg.

8.3. We operate a strict 'catch and release' policy, and keep nets are not permitted. The use of barbless hooks is preferred, and disinfectant is provided for dipping landing nets prior to use in the lake. Guests are strictly prohibited from cooking and eating any fish caught.

8.4. Fishing bait is not sold on-site. All fishing equipment, including discarded line and bait tins, must be removed after use.

8.5. Anglers must be aware that the lake is not solely used for fishing and that other guests may wish to use the rowing boat.

8.6. Fishing equipment must not block the pathways or cause an obstruction for other guests.

8.7. Only guests registered to stay at Acorn Glade may be permitted to fish.

8.8. From time-to-time pond weed growth may impede the fishing experience. Whilst we accept that to anglers this is a challenge; Acorn Glade has some rare pond weed varieties which are recognised by the relevant public agencies and therefore must be carefully managed and protected. Subject to this, we endeavour to remove pond weed where it is considered overly intrusive. Please contact us for assistance, should you require it. However, please note that any influx in pondweed is deemed outside of our control and is subject to annual fluctuations in sunlight, nutrients, etc.

8.9. Guests are asked to note that we do not guarantee that guests will be able to fish in the pond during their stay, as there are factors affecting the use and amenity of the pond for that purpose and which are beyond our control.

## **9. Workshops**

9.1. Acorn Glade may offer occasional workshops for both guests and also non-guests. These workshops provide the opportunity to learn or practice various skills and crafts. We do not offer any guarantees as to the availability of particular workshops and our workshop schedule is subject to change at any time without prior notice.

9.2. Acorn Glade cannot accept responsibility for personal injury sustained whilst attending a workshop, and you agree to indemnify and hold harmless Acorn Glade in this respect.

9.3. Tea and coffee will be made available at intervals during each workshop, but meals are not provided.

9.4. Guests in our accommodation should note that workshops may be held at Acorn Glade whilst you are staying. You are therefore requested to park considerately. We will endeavour to keep any disruption to a minimum and inform you when a workshop will use the site (for example, for wild-life photography).

9.5. Attendees of our workshops who are not guests in our accommodation must pay their fee in advance on booking. This fee is non-refundable.

9.6. All attendees of our workshops are requested to be considerate of our guests when parking and when using the site, and should adhere to any rules and regulations we may specify from time-to-time. We reserve the right to order any person to leave the site at any time for any reason or no reason.

## **10. Rules & Glamping Etiquette:**

- 10.1. We kindly request that you follow our rules and regulations, and guidance on etiquette, all of which is below.
- 10.2. Please behave to others as you would have them behave to you and respect the peaceful nature of Acorn Glade.
- 10.3. In particular, you agree:
- 10.3.1. to use the accommodation unit and the communal facilities in a reasonable and careful manner;
  - 10.3.2. to report to us immediately while you are still on site any issues, difficulties or problems you are experiencing with your accommodation or any other features or facilities at Acorn Glade;
  - 10.3.3. that any vehicle brought onto the Site shall be roadworthy and have a valid vehicle tax and insurance and shall be driven only by a driver holding a full current driving licence;
  - 10.3.4. not to do anything which may be a nuisance to or cause damage or annoyance to the owner or other guests or occupiers of the site; this includes the playing of loud music or offensive behaviour and language;
  - 10.3.5. not to play any musical instrument or other audio device after 11pm or before 8am without headphones and generally to keep noise to a minimum between those hours; noise from guests around the fire pit should be reduced at 11pm so to not disturb other guests or other residents;
  - 10.3.6. not to cause or permit any dangerous or inflammable substance to collect in or on the accommodation unit or in the 'Chicken Shed';
  - 10.3.7. not to smoke on the site except in designated smoking areas;
  - 10.3.8. to park vehicles only where we may designate;
  - 10.3.9. not to leave any belongings, place any items or hang any washing in the communal areas of the site except in areas designated for that particular purpose (if any);
  - 10.3.10. to comply with any other rules or regulations which the owner of the site or its agents may from time to time make in the interests of good management of the site;
  - 10.3.11. at the end of your stay, to remove your belongings from the accommodation unit and leave the accommodation unit tidy;
- 10.4. Generally, guests are asked to behave courteously and sensitively to other guests and not disturb others who may be trying to sleep. Any guests found to be very loud, abusive or drunk will be asked to leave the site and will forfeit the remainder of their stay.
- 10.5. We reserve the right to decline accommodation and to order any unauthorised person off the premises at any time. We also reserve the right to refuse a subsequent booking.
- 10.6. We reserve the right to decline any booking without explanation and to insist on the immediate departure from Acorn Glade of anyone who fails to comply with these Terms and any other rules we may set down from time-to-time to ensure the smooth and efficient running of Acorn Glade.
- 10.7. Conversely, we are unable to control the occasional farm noise, local traffic, aerobatic displays, wildlife (including birds, geese, ducks, owls, moorhens, cows, and sheep) day or night!
- 10.8. We ask you to be mindful that Acorn Glade is situated in a rural location, and you should obey the Countryside Code during your stay: <https://www.gov.uk/government/publications/the-countryside-code/the-countryside-code-advice-for-countryside-visitors>

## **11. Health & Safety:**

- 11.1. Fire safety advice must be adhered to at all times and safety notices across the site and within the accommodation units must be observed.
- 11.2. We take every care to ensure you have a safe and enjoyable holiday, but cannot be held liable for any accidents or consequential loss, and you agree to indemnify and hold harmless Acorn Glade against any financial losses or damages arising from an accident or any personal injury suffered while on site or as a result of your stay at Acorn Glade.
- 11.3. Please close all gates properly behind you, particularly around the areas marked as 'private' or 'The Oaks'.

## **12. Fires/Wood & Coal Burning Stoves:**

- 12.1. All accommodation is equipped with log burning stoves which can become very hot, therefore, please take the utmost care when they are in use.
- 12.2. We will provide an initial supply of firelighters and matches, but thereafter please purchase more from us or bring your own.
- 12.3. Fire wood and kindling are provided. All guests receive an initial basket of logs and there is an honesty box in each accommodation for further baskets. You are kindly requested to only use seasoned logs supplied by us and from the designated log store area for the stoves. Wood cannot be taken from the surrounding trees and hedges or log piles. Acorn Glade reserve the right to charge extra for over-use of logs from the wood store.
- 12.4. Each accommodation has a fire blanket, smoke and carbon monoxide detector, and we also provide heat resistant gloves for loading the stove.
- 12.5. Guests will be held responsible for any fire, damage or alteration to the structure caused by negligence or recklessness on the part of guests.
- 12.6. Outside fires are only allowed in the communal fire pit, but please use the same caution as in the accommodation for your general safety. The fire pit must be attended at all times and be kept small and manageable using the fire wood provided. Wood can be taken from external log-piles around the site but is charged on the same basis as the seasoned wood-stove logs.
- 12.7. Please do not release Chinese lanterns in or around the site as they can pose a serious risk to wildlife and the rural countryside.

### **13. Gas Burners & BBQs/Pizza Oven(if available):**

13.1. Single gas burners are provided in all accommodation, but are to be used for boiling water via a kettle only. Guests are not permitted to use these gas burners for cooking (including wood or coal burning stoves). Only the main gas burners in the "Chicken Shed" should be used for cooking. Care should be taken using the gas burners and Acorn Glade cannot be held responsible for misuse or injury caused.

13.2. Guests are not permitted to use their own camping gas cookers. Personal BBQs brought to site by guests are only permitted upon request on grassed areas away from the wooden accommodation bases. Personal BBQs should not be used in hot dry weather that has an increased risk of fire to the wildflower or woodland areas. We encourage guests to use the communal BBQ & Pizza Oven sited near the Chicken Shed.

13.3. Any failure of the gas burners or other appliances should be reported to us immediately.

13.4 If on site, The Pizza Oven is locked at all times for your safety. There is an instruction manual which can be provided to guests which should be followed implicitly. This is because the oven can reach high temperatures. The use of the Pizza Oven is at the risk of the individual and Acorn Glade cannot be held responsible for misuse or injury caused. Acorn Glade has the right to deem the Pizza Oven unsuitable for use.

### **14. Smoking:**

14.1. Smoking is not permitted in any of the accommodation, decking or any other buildings. Smoking is only permitted in outside areas, and to avoid being consumed by the wildlife, discarded cigarettes must be disposed of safely in the smoking bucket filled with sand adjacent to the Chicken Shed.

14.2. No illegal substances are to be possessed or consumed on site.

### **15. Bicycles:**

15.1. Guests bringing their own bicycles should ensure they are locked. Please bring locks with you. Acorn Glade cannot in any way be held responsible for bicycles which are stolen from site.

15.2. We provide anchor bolts to lock your bike to (these are to be found at the side of the Chicken Shed workshop area), but we cannot be held responsible for damage or theft to bicycles left on the property.

15.3. Bicycles are NOT permitted in the accommodation.

### **16. Weather:**

16.1. Acorn Glade cannot be held responsible for the great British weather. This includes cold, windy or wet weather conditions, where the accommodation may experience rain water ingress or airborne moisture as a result of damp weather conditions.

16.2. We must make it clear to guests that, as uninsulated canvas covered structures, the interiors of the yurts may suffer slight damp. It is advisable to keep your yurt well ventilated to prevent this. If you do detect damp, please notify us as soon as possible, as we may be able to take steps to remedy or mitigate the problem during your stay.

16.3. If at any point we deem the weather to present a potential risk to guests or accommodation, we reserve the right to cancel your stay and offer a pro rata refund for the remaining days of your stay.

### **17. Loss or Damage to Personal Items:**

17.1. Please note that we cannot be held responsible for any theft or damage to your belongings, so please take care of them.

17.2. All accommodation is lockable and it is strongly recommended that you secure the units when leaving them unattended.

17.3. We accept no liability for any accident, injury, loss or damage sustained by any resident, however caused.

17.4. You agree to pay for any losses or damage to the property caused by you or your party (normal wear and tear excluded), and we reserve the right to terminate your stay if any of your party are not treating the property with due respect.

### **18.0 Privacy & Cookie Policy:**

18.1. Privacy Policy: Acorn Glade treat all customers' information in accordance with the 2018 UK-GDPR compliance. Please review our Privacy Policy for more details on the information we may collect, why we collect them, how the information is used, your rights and the third-party agents we may share your information with.

18.2. Cookie Policy: To give you the best possible experience, our website may use cookies from time-to-time. In any event, using or visiting [www.acornglade.co.uk](http://www.acornglade.co.uk) means that you agree to our use of cached data.

## **19. Complaints Procedure:**

19.1. Whilst we hope you will never have a reason to complain, we take complaints very seriously. If you are unhappy with any aspect of your stay, please speak with us during your stay. Irrespective of the merits of your complaint, we will do our utmost to help and ensure the remainder of your stay is enjoyable.

19.2. If, in the opinion of the guest, there are grounds for complaint, it is the duty of the guest to notify us immediately or as soon as possible and, in any event, before departure, to allow remedial action to be taken. Failure by the guest to do so may prejudice a claim, irrespective of its merits.

19.3. Any complaints made known to us immediately will be investigated fully. We take customer satisfaction and feedback very seriously and we will endeavour to rectify any problems whilst you are on site.

19.4. Any complaints following your stay should be made by e-mail ([admin@acornglade.co.uk](mailto:admin@acornglade.co.uk)), or by letter to us at the following address: Acorn Glade, Kidd Lane, Melbourne, York YO42 4QF

19.5. In all cases, where we are unable to uphold your complaint, we will write to you or e-mail you to explain why. You will have the opportunity to respond to our response, but ultimately the decision about your complaint rests with us.

## **20. General:**

20.1. Any obligation on you, the customer, in these Terms not to do an act, or thing includes an obligation not to permit or suffer another person to do such act or thing.

20.2. If, notwithstanding the provisions contained in these Terms that expressly limit or exclude our liability to you, we are found liable for any loss or damage suffered by you, that liability shall in no event exceed the total price paid for your stay. We will not be responsible for liability arising from events that are beyond our control. Any accident or illness which occurs during your stay must be reported to us.

20.3. When you book, you agree to indemnify us against all loss and damage arising (including unreasonable amounts of cleaning) directly or indirectly to the accommodation unit, its contents and the communal areas on site from any deliberate or negligent act or omission by yourself, or any person, and, without limitation of the foregoing, to pay us forthwith upon written demand our costs in making good any such loss, damage or cleaning.

20.4. For the avoidance of doubt, where two people book to stay at Acorn Glade, the duties and obligations in these Terms shall apply to both parties named in the Online Booking Form, jointly and severally. Whenever there is more than one person comprising Acorn Glade or the customer, their obligations may be enforced against all of them jointly and against each of them individually.

20.5. Further to clause 20.4 above, you must ensure that anyone accompanying you on your stay at Acorn Glade is aware of, and accepts these Terms, which continue until the last member of your party has left the site, including any extension to your stay and for such time afterwards as may be necessary.

20.6. The parties to these Terms do not intend that the contract between them should be enforceable by any person solely by virtue of the Contracts (Rights of Third Parties) Act 1999.

20.7. An obligation in these Terms to pay money includes an obligation to pay Value Added Tax where appropriate in respect of that payment.

20.8. These Terms between the parties shall be governed by English law, and the parties hereby submit to the exclusive jurisdiction of the courts of England & Wales.

**Thank you for agreeing to these terms & conditions of booking, we are looking forward to meeting you and hope you have a great holiday at Acorn Glade.**