

# TERMS AND CONDITIONS



Last updated: 1<sup>st</sup> May 2024

We know you're not all keen on reading terms and conditions, but they are important and they're here for a reason which is to protect both you and us, and to set out our respective rights and obligations.

So, make yourself a cup of tea (or coffee) and take the time to read our small print. If you have any further questions on our terms and conditions, please call us on 07932438028 drop us an email at [info@wimbishhallcabins.com](mailto:info@wimbishhallcabins.com) or log on to our website [www.wimbishhallcabins.com](http://www.wimbishhallcabins.com)

It is important to us that you understand the terms on which we are making our agreement. Please read these terms carefully. These terms include important information you need to know before you book, such as:

- who we are;
- how to book your break;
- how and when to pay for your break;
- information about arriving, staying and departing from our cabins;
- information we will need to know about you and your party and how we use the personal information that you provide to us;
- how you can change or cancel your booking; and
- how to contact us.

## 1 WHO WE ARE

Wimbish Hall Cabins sells cabin holidays via our website or online search engines using either debit or credit card as payment. Bookings can also be made over the phone via credit card, debit card or bank transfer. Our full address is:

**Wimbish Hall Cabins, Wimbish Hall Farm, Maple Lane, Wimbish, Saffron Walden, Essex, CB10 2XG**

## 2 HOW THESE TERMS AND CONDITIONS APPLY

Please ensure that you and all members of your party read and understand these Terms before you submit your booking. Please note that by submitting a booking, you and all members of your party agree to be bound by these Terms. This does not affect your statutory rights as a consumer. A copy of these Terms can be viewed and printed from our website for future reference.

Please ensure that you have checked your details in your booking and that these are complete and accurate before you commit yourself. If you think that there is a mistake in either the terms or the booking and a change is required, please make sure that you notify us within 24 hours of making your booking either via email at [info@wimbishhallcabins.com](mailto:info@wimbishhallcabins.com) or call us on 07932438028

Terms may be changed on a regular basis so please read the terms each time you submit a booking to ensure you understand the terms which will apply at that time of submission.

## 3 MAKING A BOOKING

### How to make a booking

In order to submit a booking, you will need to complete a booking form (either on the website or over the phone) The booking form process allows you to check and amend any errors before you submit the booking to us. Please take the time to read and check your booking at each stage of the booking process, as it is your responsibility to provide us with the correct information. If you have made the booking via the telephone, we will read back your details to you so that you can confirm that they are correct.

Our acceptance of your booking is at our discretion and will only take place once we issue an email confirming your booking containing a booking reference number or (where an email hasn't been provided) written confirmation via the post. This written confirmation shall signify that we have accepted your booking subject to these Terms. These terms will last until the last member of your party has left the site (Wimbish Hall Farm/Wimbish Hall Cabins), including any extension to your stay and for such time afterwards as may be necessary.

### Conditions of booking

By making a booking you confirm on behalf of all persons in your party that:

you are over 18 or, if the booking being made does not include yourself that there is at least one person in your party that is at least over 18 at the time of the stay;

- you have read and agree to be bound by these terms
- you accept financial responsibility for payment of the booking and booking on behalf of all persons in your party
- you will be responsible for any loss or damage caused by you, any member of your party or animal accompanying you.

Our terms binds you, (the person named on the booking confirmation) and all members of your party, including children and any day visitors.

### Day visitors/additional guests

Wimbish Hall Cabins take the number of maximum guests staying in each cabin very seriously. Upon booking the number of guests need to be disclosed and stuck to throughout your stay. Additional guests/day visitors are only accepted if prior arranged with the Director. If not prior arranged the additional guests/day visitors may be asked to leave immediately.

The maximum number of people occupying your accommodation must not exceed the number shown in the particulars of the cabin, (although please note that in addition to the number shown in the particulars of the cabin, you may also have up to 2 infants under the age of 4 in your cabin).

Please note that we cannot permit a transfer of a booking to another person or party. The existing booking will need to be cancelled in accordance with the terms as set out within this document and a new booking made.

### Booking duration

Wimbish Hall Cabins is very flexible with how many nights you would like to stay. 1 night to however many nights you choose. Wimbish Hall Cabins are closed for arrival and departure on all bank holidays, including Christmas Day and Boxing Day.

### Single sex groups

Group and single sex bookings are welcome at Wimbish Hall Cabins with the understanding that from 10pm we ask guests to respect the need for privacy and quiet by other guests. The location is not suitable for stag and hen groups looking to play loud music and use our facilities for parties after 10pm, while we also understand that not all single sex groups are rowdy. We would be delighted to discuss the needs of groups travelling to Wimbish Hall Cabins if you feel these terms fit your holiday description.

Please contact us via email: [info@wimbishhallcabins.com](mailto:info@wimbishhallcabins.com)

## Parties/rowdiness

We take our quiet secluded location very seriously and have zero tolerance for loud parties or rowdiness. As much as we understand people want to have a good time and 10pm being the cut off for 'quiet time', Wimbish Hall Cabins deem the right to ask any rowdy/party behaviour to quieten down. If this is ignored the staying guest will be asked to leave immediately and the police may be called to assist. Boom boxes, DJ's and any other music/speaker systems are not allowed unless provided by Wimbish Hall Cabins, if the staying guest does bring any of these listed it will be removed by the Wimbish Hall Cabin Team.

The Wimbish Hall Cabin Team however are happy to chat to you about your possible requirements for a larger gathering should you have use of the whole site and therefore not disturbing any other staying guests. This has to be pre-arranged with the Director and have an understanding and follow any rules that the Director puts in place. Failure to do so may result in you being asked to leave the site immediately and all paid funds from the guest will be non-refundable.

## 4 PRICES

Cabin prices vary depending on the time of the year. If your stay falls within two or more price bands, the corresponding price for each date range will be charged for the days that you stay during the relevant price band. Prices include VAT at the current prevailing rate.

The price includes use of your accommodation for the maximum number of guests we indicate.

Prices do not include any additional services, features and facilities unless they have been specifically included as part of a promotion booking or arranged with Wimbish Hall Cabins director.

Price adjustments, promotions and discounted offers are introduced at our discretion and are subject to availability. Offers cannot be used in conjunction with any other promotion or discounted offer and may be withdrawn at any time. Retrospective refunds are not permitted against any price adjustment, promotion or discounted offer advertised after such time when terms are signed. Discount codes or promotions cannot be added retrospectively.

We reserve the right to request valid identification to prove eligibility for these specific discounts and promotions where required. Furthermore, we reserve the right to withdraw and remove a discount from a booking at any time, if the booker is found to be ineligible for the discount or promotion.

## 5 PAYMENT

If the booking is made more than 8 weeks before your arrival date, you will pay us 20% deposit to secure your holiday. The deposit is then non-refundable. Then the 80% balance will then be taken 8 weeks from arrival date, this is again non-refundable.

If the booking is made less than 8 weeks prior to arrival, full payment will be taken on booking and is non-refundable.

If we do not receive the final balance payment from you 8 weeks before your arrival date, we reserve the right to cancel the booking and you will forfeit the total cost of any payments made to date.

It is important to note, you have the right to cancel the booking at any time, but you will be responsible to pay us at least the deposit plus any associated fees and cancellation charges.

## Dogs

If you have a dog staying in your cabin during your stay, an additional £10 per night per dog cleaning fee will be charged (max of 2 dogs per cabin at any one time). This fee will be taken when deposit is paid (or full amount is paid if booking is made within 8 weeks of arrival). Any damage the guests dogs incur while staying will be charged to the staying guest. If the dog (s) are deemed dangerous, unruly or out of control they will be used to leave immediately and all paid funds from the guest will be non-refundable.

## Payment method for all balances due

By making your booking on the website or via the telephone you authorise us to automatically take the balance due from your chosen payment method when you made your booking. If your chosen payment method which you authorised us to take payment from has expired or cannot be used by us, you will need to contact us via telephone or email to change before payment is due on **07932438028** or **info@wimbishhallcabins.com**

Payment for bookings can be made by Debit or Credit Card, either on the website or over the telephone.

## 6 MOBILITY REQUIREMENTS AND SPECIAL REQUESTS

We have cabins specially adapted for use by our customers with mobility difficulties. Please make enquiries as to their suitability before booking. Please note that if you are able bodied and book this specially adapted cabin without needing its facilities, you may be asked to move to an alternative cabin of an equivalent grade or above in order to accommodate a guest who does require the facilities provided.

If you have a preference for a particular cabin or location, please let us know at the time of booking. We will, wherever possible, try to meet your requirements subject to availability, however, we cannot guarantee your preference at the time of booking and cannot accept bookings on this basis.

## 7 SERVICES, FEATURES AND FACILITIES

Location services, features and facilities may vary between cabins. We shall have no responsibility for loss, damage or injury in relation to any services, features or facilities provided or supplied by third parties. You should establish separate arrangements with those third parties.

Information about features, facilities and services at your holiday, is, to the best of our knowledge and belief, accurate at the time of publication on the website, however, Wimbish Hall Cabins cannot guarantee that these services, facilities and features will be available during your holiday.

### Additional packages

Additional packages can be booked and prior arranged with the Wimbish Hall Cabin Team. Subject to availability and sufficient time scales given, the team will always try their utmost to cater for your requirements to make your stay just that little bit more special. Payment has to be made in full prior to arrival to ensure it gives the team enough time to get the package ready for your arrival. Failure to make full payment prior to your arrival may result in the package not being available on your arrival, unless prior arranged with the Director. Upon check out, all package items must be left in the cabin with the exception of balloons, the staying guest may take the balloons home with them if they wish. All other items must be left due to be stock items, if removed or misplaced from the cabin the staying guest will be responsible to cover the cost for replacements.

### Hot tub use in cabins

Please note that in order to maintain the best levels of hygiene, on arrival your hot will be filled with clean, fresh water ready for you to use. Your hot tub is your responsibility to get warm and keep warm during your stay.

### We also guide you that:-

1. No children under 4 years should use the hot tub and bathers under 16 must be accompanied by an adult.
2. You should consult your doctor before use if you are receiving medical attention or have a long term illness.
3. Avoid using the hot tub if you are under the influence of alcohol, have eaten a large meal, are pregnant, or are on medication. Only use the hot tub after seeking medical advice if you have a condition that is affected by heat for example, a heart condition or high or low blood pressure.
4. No food, glass, liquids, pets, bubble bath or oils allowed as these may result in the hot tub failing to work correctly and could result in extra maintenance fees. The additional fees will be taken from the occupiers at the time of stay is Wimbish Hall Cabins believe the responsibly is theirs.

5. You should get out the hot tub if you start feeling unwell, uncomfortable, giddy or faint. Please seek further medical advice if you continue to feel unwell by calling 111. Please call 999 if you believe you need extensive medical help.
6. We recommend for safe use that you remain in the hot tub for a maximum for twenty minutes at a time and have a rest period of between 10 and 20 minutes. Overuse will affect chemical balance and overall enjoyment.
7. Please take care when getting in and out of the hot tub as the surface is slippery when wet.
8. Please only use the hot tubs between 10am-10pm and do not use the hot tub during a storm.
9. Please always use the fire protective gloves provided at all times when stoking up or touching your hot tubs fire.
10. The fire guard provided must remain in front of your hot tubs fire and around the base of the chimney at all times when the fire is lit, with the gate shut. Failure to do so will result in a very hot surface being exposed.

## 8 CANCELLATION AND CHANGES TO YOUR BOOKING

If you want to amend your booking to a future date, please notify us as soon as possible. Amendments to your booking can be made up to 8 weeks prior to the start date of your holiday, subject to availability and an amendment fee for each time you make an amendment might occur. Please call us to discuss on **07932438028** or via email **info@wimbishhallcabins.com**

If you want to cancel your booking, you must notify us as soon as possible and confirm this in writing on email. Provided the written notice of cancellation is received by us not less than 8 weeks before the start date of your holiday, only the deposit will be forfeited.

If we receive less than 8 weeks' notice, you will be liable to pay the total cost of the holiday.

If we receive less than 2 weeks' notice, you will be liable to pay the total cost of the holiday including any extras or unrecoverable commitments made by us to third party.

### Changes and cancellation made by us

Occasionally, we have to make changes to bookings. Whilst we endeavour to avoid making major changes, we reserve the right to do so in exceptional circumstances. This might include offering you one of the following:

- **Change to accommodation** - If the level of accommodation that you booked is unavailable, we will in the first instance, endeavour to upgrade your accommodation at no extra charge to you.
- **Changes in date** - If the date of the booking is unavailable, we may offer you alternative holiday dates.

We reserve the right to cancel your holiday. In the unlikely event of us having to cancel your holiday (except where you have failed to make full payment on time or due to events which are outside of our control as described in Clause 10) we will offer you the choice of a full refund of all monies paid to us or the option of re-booking your holiday at a comparable standard and price (with you paying any additional cost or receiving a refund in respect to the price difference).

Please note that any refunds due can only be made by the original payment method.

## 9 ARRIVAL AND DEPARTURE

Please check your pre-arrival email for check-in and departure times for your break.

If you are likely to arrive after 7pm, we ask that you phone or email to let us know your planned arrival time.

Please note that arrival times for your cabin is 3pm. Subject to availability early arrival time can be pre-arranged via email **info@wimbishhallcabins.com** or by phone **07932438028**, we will do our very best to try and accommodate this.

You are required to vacate the cabin on departure date by 10am.

On your day of departure, please leave your cabin in a good state of cleanliness, to include bins emptied in the outside

dustbins, sink and fridge to be left clean and empty, bedrooms and bathrooms to be left in a clean and tidy condition. Goods and possessions owned by Wimbish Hall Cabins should be left as found, present and unbroken. We have the right to charge an additional cabin cleaning fee, goods repair or replacement fee on departure for your cabins if not left in a good state. Many thanks for your help with this important matter.

## 10 LIABILITY

Closure of Wimbish Hall Cabins before or during your holiday which occur due to events which are outside of our control (i.e. that we could not, even with due care, have foreseen or avoided). Such circumstances include:

- acts of God, adverse weather (floods, droughts), fire, or other natural disaster
- epidemic or pandemic, Covid-19 or any disease caused by a new strain of coronavirus, or significant risks to human health such as the outbreak of serious disease
- terrorist attack or activity, war, civil war, civil unrest, threat of or preparation for war
- any act, law or action taken by, or any guidance issued by, a government or other national or local public authority, public health authority or other national or local authority including port or river authorities; and
- nuclear, chemical or biological contamination or sonic boom

We will where possible manage any problems caused as a result of such an event but shall not be liable to you for any losses caused by such event. Where we have cancelled your holiday prior to its commencement as a result of such an event we will offer you the choice of a full refund of all monies paid to us or the option of re-booking your holiday at a comparable standard. We will contact you and will let you know of any such event, as soon as we can and we will ask you to confirm which offer you would like to accept. Please note that any refunds due can only be made by the original payment method.

We only provide use of the cabins for domestic and private use. You agree not to use the cabins for any commercial, business or re-sale purposes.

As our cabins are set in a farm environment, we cannot accept responsibility for any damage, injury or inconvenience caused by plants, wildlife, animals or machinery.

We are not liable for damage to or theft of your personal possessions and we encourage you to ensure that you have adequate cover under your existing home, travel or any other applicable insurance policy for the length of your stay, especially for valuable items such as phones, cameras, bikes, jewellery and so on as well as for cancellation and accident or illness.

## 11 YOUR RESPONSIBILITIES WHEN ON SITE

When placing a booking you agree that you and your party will at all times comply with requests of Wimbish Hall Cabins director and staff.

As the person booking the holiday, you are responsible for the behaviour of all members of the party whilst staying at Wimbish Hall Cabins. You are also responsible for the safety of all members of the party whilst at Wimbish Hall Cabins and as such must notify the director or a member of staff of any additional requirements that you or your party may have in the event of an emergency. Any pre-existing medical conditions or mobility issues should also be reported to enable Wimbish Hall Cabins to properly handle any unforeseen problems during your stay.

The cabin must be left in a clean and tidy condition. Please make the director or a member of staff aware of any breakages or damage caused during your stay. Wimbish Hall Cabins is entitled to charge you for any costs or expenses it incurs as a result of any breakage or damage or a failure by you to leave the cabin in a clean and tidy condition.

You are responsible for the behaviour of all members of your party. Please show consideration to other guests, our staff on site. Noisy or disruptive behaviour, especially after 10pm, wilful damage to the site or cabins or other behaviour considered by our staff to be inappropriate may result in us asking you or a

member of your party to leave the site immediately. No refunds or compensation will be given in these instances, and we reserve the right to claim compensation for damages or inconvenience caused.

To respect the enjoyment of others, we ask that noise levels are kept to a minimum between the hours of 10pm and 10am. With the exception of New Year's Eve and private events where the whole site has been let out quiet time can vary and be pre-arranged between the staying guest and the Wimbish Hall Cabin Team.

Children remain the responsibility of their parents or guardians at all times in the cabins, on site and on the farm. Please ensure that your children are supervised at all times.

Please note that smoking, vaping or any other substances are not permitted in any cabin.

It is your responsibility to act cautious and careful around the horses and other farm animals. Do not feed any of the horses or farm animals. Wimbish Hall Cabins can provide appropriate food on request subject to availability.

For safety and privacy reasons we do not allow the public use of remote-control helicopters, quadcopters or drones at Wimbish Hall Cabins.

Under NO circumstances must fireworks be let off at Wimbish Hall Cabins due to having horses and other animals on site.

## 12 PETS

Well-behaved dogs are welcome, subject to you booking and occupying a dog friendly cabin and paying the appropriate fee per pet.

We have a few simple rules relating to pets that we ask you to adhere to:

- Please keep all dogs on a lead around the cabins (when out of your cabin garden space), car parks and farm. While we appreciate your dogs may be friendly and well trained, not all our cabins are pet friendly and some of our guests may not be as comfortable around animals.
- Around the farm, pets are to be kept under control at all times and owners should be aware of the Forestry Commission Dog Guidelines (details of which can be found on [forestryengland.uk/dog-code](https://forestryengland.uk/dog-code)).
- Please ensure your pet is covered by appropriate third-party liability insurance in case of damage / injury to other (or our) property or persons.
- If we, in our sole and reasonable discretion, consider your pet to be causing a nuisance, harm or threat to anyone or anything, or to be likely to do so, we may ask you to remove your pet from site (without refund or compensation) or we may have it removed off-location at your expense.
- If one of our team members has a need to visit your cabin (e.g. if you have requested a maintenance engineer or similar) you must take your pet(s) out of the cabin or keep them in a different room while these visits take place and comply with any specific instructions provided to you.

### When in your cabin, we request:

- No more than 2 dogs may occupy any one pet friendly cabin.
- No pet is to be left unsupervised by you or alone in a cabin at any time (care for your dog can be arranged for an additional fee and subject to availability)
- Please do not allow dogs on furniture or beds.
- Please remove all traces of pet fur or dirt at the end of your stay.
- Around our farm/site dogs are to be kept under control at all times.

### For the protection of your dog, additionally, we request:

- They must be microchipped (as required by law)
- They have had current annual vaccination for distemper, canine hepatitis, leptospirosis and parvo virus
- You are aware of the correct dog care, such as checking for ticks and any seasonal canine illnesses that may naturally occur around the UK.

## 13 COMPLAINTS

Should you have cause for complaint, we would like to know and we are on hand to ensure that you have a memorable holiday. It is essential that you contact the director immediately and log any problems that you have. We will endeavour to resolve your issue as quickly as possible during your stay. Please note, it will be difficult to deal with issues following your break that have not been raised with us at the time.

After your holiday, if you feel that your complaint is unresolved after addressing the issues with our director during your stay, you must put your complaint in writing to us within 28 days of departure to [info@wimbishhallcabins.com](mailto:info@wimbishhallcabins.com)

Due to data protection, we are only able to discuss complaint and booking details with the lead booker.

## 14 OTHER IMPORTANT INFORMATION

Any photographs, descriptions or advertising we issue, and any descriptions or illustrations contained in our promotional material or on the website, are issued or published solely to provide you with an approximate idea of our site and the services. All due care and diligence is exercised in the production of such information, and information concerning our cabins and their facilities has been compiled as accurately as possible by our own staff and has been checked at the time of going to press. However, there may be time when certain amenities are temporarily not available and it is possible, particularly in the off peak season, that a facility we have described may have been modified or is not available. Such situations may be dictated by local circumstances, unsuitable weather conditions, necessity for maintenance or redecoration.

These terms are between you and us. No other person shall have any rights to enforce any of its Terms.

You may not transfer any of your rights or obligations under these terms to another person without our prior written consent, which we will not withhold unreasonably. We can transfer all or any of our rights and obligations under these terms to another organisation, but this will not affect your rights or obligations under these Terms.

We are committed to keeping your Personal Information safe and confidential both online and offline.

## 15 BREAKAGE AND MISSING GOODS

Accidents do happen but the cost of replacing or repairing items such as crockery, furniture and the cabin itself should accidental damage occur is the responsibility of our guests.

Wimbish Hall Cabins reserve the right to hold onto your payment method details up to 7 days after check out and will charge your card directly if there are breakages or if there are missing goods/Wimbish Hall Cabins property upon check out. Your payment details will be stored through our software and are GDPR protected.

## 16 SMOKING AND OTHER SUBSTANCES

Under NO CIRCUMSTANCES must you smoke or vape inside your cabin, however you may do so within your cabins garden. Please DO NOT smoke or vape around the cabin grounds itself in respect of other staying guests.

Wimbish Hall Cabins has ZERO TOLERANCE to drugs. If drugs are deemed to have been used or being used, further investigation will be taken. If caught in the act you will be asked to leave the site immediately and the police may be called. Additional cleaning fees will then be charged to the guest. The guest will potentially be refused to stay at the cabins again if the issue isn't deemed to be resolved with the staying guest and the Wimbish Hall Cabin management.

## 16 GDPR PROTECTION

All your personal information and card details will be stored on our software and will only be accessed by the Wimbish Hall Cabin team. If we have the need to print any personal information off it will be stored safely and not accessible to anyone outside of the Wimbish Hall Cabin team.

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## Declaration

By signing this document, I .....  
and all the guests in my party fully understand what has been stated above and will abide by them.

Cabin:

Date of stay: /

Signed: .....

Date: