



# WILLOW MEADOWS

## BOOKING TERMS & CONDITIONS

These booking terms and conditions form the basis of your contract with Willow Meadows Events Ltd and govern the terms of our relationship. Please read them carefully.

In making a booking with us, or staying at one of our accommodation facilities you are taken to have accepted these terms and conditions and are legally bound by them.

We provide temporary accommodation facilities at various locations and at various time of the year as detailed on [www.willowmeadows.co.uk](http://www.willowmeadows.co.uk) website (**Our Website**). The following general terms and conditions apply to all bookings with us, except otherwise indicated. Additional terms and conditions may also apply for each different location or event – these additional terms and conditions may be added to or shown as modifications to the general terms and conditions. They are typically set out separately on Our Website under the heading for that location or event (e.g. Glastonbury Festival).

### General Terms & Conditions

#### 1. Booking

When you make a booking, you are offering to rent a Room from us for the date(s) stated on your booking request (**Booking Dates**). There are no options to adjust the duration of the booking.

The 'Room' for this purpose is a temporary accommodation space, usually in the form of a tent, caravan, RV or other temporary structure and has the facilities that are applicable to the particular room type that you have chosen. Such facilities are as described on Our Website, and, where applicable, as stated on our invoice. Photos shown on Our Website are illustrative only and are not meant to be an exact representation of the Room or facilities; we reserve the right to replace the room or facilities we provide to you with room or facilities that are at least equal to the standard of your chosen room type.

A binding agreement arises between us when we accept your deposit. You will receive a confirmation from us when this happens.

#### 2. Price

The price you have to pay for your Room is as set out on Our Website for your chosen type of room and Booking Dates, or, if different, as set out in writing from us to you (**Price**).

The Price we charged is in £ Sterling GBP and you agree to pay us in £ Sterling.

### 3. **Payment**

To secure the booking, a deposit must be paid (**Deposit**). The Deposit is generally 50% of the Price for the chosen type of room. The Deposit must be paid immediately at the time of booking.

The balance of the Price for your Room (**Balance Outstanding**) must be paid in full no later than 3 months before the first day of the Booking Dates (**Final Payment Date**).

If the Balance Outstanding is not fully paid by the Final Payment Date, then your booking will be released and made available for sale to the public again, and your Deposit will be forfeited.

We may allow additional time to pay in certain extenuating circumstances. If we do we have the right to charge interest on late payments at the rate of 4% per annum above the base rate of Barclays Bank plc at that time.

For your convenience, we will charge the Balance Outstanding to the credit or debit card that you have used to pay the Deposit (**Your Card**) on or shortly after Final Payment Date.

By making a booking, you authorise us to debit any amount owing by you from Your Card through Stripe (the same online payment system that you have used when making the online booking).

### 4. **Booking Process**

You can make a booking by contacting us or using our online booking facility. You will know that the booking for your choice of Room and Booking Dates has been made when we confirm your booking in writing. Please notify us immediately if the details in our confirmation are incorrect.

Our online booking facility is provided by Inn Style (instyle.co.uk). Please refer to their **terms and conditions**.

The online booking facility enables you to make a booking and pay the Deposit using your choice of debit or credit cards. In most cases, you will receive immediate confirmation of your booking.

### 5. **Changes to Booking**

Where applicable, you may modify your booking, such as Booking Dates, Room type or number of guests within the maximum permitted). Changes to Booking Dates and Room type are subject to availability. If the price for the new Room type or new Booking Dates exceeds the Price for your old booking, you agree to pay the excess amount immediately. If the price for the new Room type or new Booking Dates is less than the Price for your old booking, you agree that no refund for the difference is payable by us, unless otherwise agreed in writing.

## 6. Cancellation

You or we may cancel bookings, subject to the following:

*a) Cancellation by You.* You may cancel your booking up until the Final Payment Date. If you cancel your booking, we will refund to you 50% of the Deposit that you have paid.

Cancellation after the Final Payment Date is not permitted.

*b) Cancellation by Us.* We reserve the right to cancel your booking should there be insufficient demand overall for the accommodation at the particular location or for such other reasons as we think necessary. Subject to other provisions in the terms and conditions, if we do cancel the booking, we will refund your payment in full and you acknowledge that we have no further liability to you by way of compensation or otherwise. We will endeavour to give you reasonable notice should this be the case to minimize any inconvenience to you.

## 7. Discounts

All discounts are subject to availability where applicable and can be withdrawn at our discretion, without prior notice, and do not apply to bookings already confirmed. We reserve the right to introduce discounts and price changes without prior notice.

## 8. Your Responsibility

You agree that you are bound by any restrictions or rules that may apply to your chosen room type. These rules are generally specified on Our Website as part of the event / festival description or as part of the description of each particular room type. You must comply with the direction of our staff regarding the application of these rules and anything in connection with your Room or your stay with us. Failure to comply with our reasonable direction may result in us asking you to leave our site.

You agree to use the Room and our facilities responsibly.

You agree to behave in a civilised manner while you are on our site. We do not tolerate any abuse to fellow guests or staff. Any behaviour contrary to good morals and public order may result in us asking you to leave our site immediately.

If we ask you to leave our site, you agree that we will not provide any compensation and that there will be no reimbursement for any amount that you have paid.

You agree that your personal belongings, including, but not limited to, clothing, jewellery, camera, phone, other electronic gadgets, are your sole responsibility at all times. You acknowledge that your Room is usually part of an outdoors camping facility, and may at times be exposed to the natural elements and weather; it is your responsibility to take the necessary precautions to secure and look after your personal belongings. We are not responsible for any loss or damages to your personal belongings.

You acknowledge that these terms and conditions apply to all persons (adult and children) covered by your booking or accompanying you. You are completely responsible for their actions and it is your duty to inform them of rules that are applicable to them.

## 9. Facilities We Provide

We may provide facilities in addition to your room. These facilities may include toilet, showers, power-point outlet, WIFI, catering outlets. These facilities may be free of charge or may require additional cost depending on the location of the accommodation and your room type.

The provision of these facilities is at our complete discretion; whilst we will use our best endeavour to provide such facilities as advertised, we reserve the right to substitute them or to not provide them. No refund or compensation will be provided unless you have been changed specifically for that facility on your invoice.

We will use our best endeavour to ensure that our rooms and other facilities, where provided, are functional and suitable for its purpose, and are of a standard and quality that could be reasonably expected from a facility that is portable, temporary and usually field-based, and subject to the temperament of the weather.

Without limiting the generality of the above:

a) *WIFI access.* You agree to use the WIFI access responsibly and will not use it for illegal purposes, including, but not limited to, activities that may infringe copyright or other intellectual property rights. You acknowledge that the download and upload speed may vary from time to time due to network conditions, and that there is no guarantee of a minimum download or upload speed. Except where the WIFI access is downed for an extended period of time (i.e. more than 24 hours), we will not provide any refund of the amount paid to use the WIFI access.

b) *Power-point outlet.* You acknowledge that a field-based portable generator is used to generate the electricity and you use it at your own risk. They are generally suitable to power low power items only (e.g. charger for mobile phones, cameras). To the extent permissible by law, we disclaim all liability in connection with the use of the power-point outlet.

c) *Toilets and Showers.* Except where you are unable to use any of our toilets and showers for more than 24 hours due to them not being in working conditions, we will not provide any refund. If a refund is justifiable in the circumstance, we will determine the amount of the refund at our sole discretion.

## 10. Liability

You are solely responsible for the safety and protection of your personal belongings. Valuable items must not be kept in your room. We disclaim all liabilities for loss or damage or any personal items for whatever reasons.

We are not liable to you for any event beyond our reasonable control, an event of a force majeure, actions of third parties, nor for any loss of profit or other indirect or consequential loss or damage. In any event, our total liability to you arising out of or in connection with this agreement must not exceed 70% of the monies that you have paid to us at the date any claim arises (the balance being retained to cover expenses already incurred by us). Nothing

in this clause, however, restricts our liability for death or personal injury caused by our negligence.

## 11. Warranty

You must ensure your actions or omissions do not give rise to any loss or injury or breach of legal duty to members of the public. You agree to indemnify us and to keep us indemnified fully against all losses, actions, claims, proceedings, costs and damages and all legal costs or other expenses arising out of, or in connection with, any breach by you or your invitees of this duty.

All implied warranties, conditions and other terms concerning our provision of accommodation to you are excluded to the extent permitted by law.

## 12. Prohibition

You must not use the following inside our accommodation at any time:

- a) Fires, stoves, portable heating or other similar equipment, candles; and
- b) Kettles, fridges, hairdryers or other power-intensive equipment.

Smoking and consumption of illegal drugs are not permitted anywhere on our site, including inside the accommodation that you are staying in.

You are not permitted to sub-let or otherwise rent out your accommodation to anyone. If you sub-let the accommodation, we will cancel the booking without providing any refund, and you must pay to us all money you have received or will receive in sub-letting, and you agree to indemnify us against all claims and damages in connection with the sub-letting.

You undertake that you will not during the term of this agreement and for a period of one year following its expiry solicit or seek to induce away from our employment any person who is or was employed or engaged by us.

## 13. Damages and Loss

If any items in your rooms (including the tent, its furniture and fittings) are damaged or missing during your stay with us, we will invoice you the cost of replacing the missing or damaged item(s) (**Replacement Cost**). If the Replacement Cost is less than or equal to £500, we will debit it to your credit or debit card automatically. In making a booking with us, you authorise us to debit your credit or debit card in such manner. We will send you an invoice detailing the cost so charged within 14 days of debiting your card. If the Replacement Cost exceeds £500, we will contact you first.

## 14. Termination

Without prejudice to any other right or remedies, either of us may terminate this agreement at any time by notice in writing to the other if:

a) The other party is in breach of this agreement and, in the case of a breach capable of remedy, the breach is not remedied within 14 days of the other party receiving notice specifying the breach and requiring it to be remedied; or

b) The other party becomes insolvent and being a company, an order is made or a resolution is passed for the winding up of the other party (other than voluntary for the purpose of solvent amalgamation or reconstruction) or if an administrator, administrative receiver or receiver is appointed in respect of the whole or any part of the other's assets or business; or

c) The other being an individual suffers a bankruptcy order to be made against him or makes any composition with its or his creditors or takes or suffers any similar or analogous action.

## 15. **Complaints**

We pride ourselves in the provision of quality temporary pop-up accommodations. Should you have any concern regarding your Room or other facilities that we make available, we encourage you to speak to our staff as soon as possible, and in any event, no later than the last day of your stay with us. You agree that if you did not bring such concern to our staff in accordance with the preceding sentence, then we are entitled to conclude that everything is satisfactory and that you have no concerns whatsoever.

## 16. **Banned Person**

We may at our full discretion, and without needing to state any reasons, ban any person from attending our sites or staying in our accommodations (**Banned Person**).

A Banned Person must not make any booking under his or her name, or under the guise of another name, or be included as part of the booking of another group. We will cancel any such booking. In the event that a booking is cancelled under such a circumstance, we reserve the right to not provide any refund.

A Banned Person who enters our site will be asked to leave immediately.

## 17. **Photography**

We occasionally take photo and record video at our site for marketing and promotional purposes, including using it on our website and social media. You acknowledge that such photo and video may include you or your guests during your stay at our site. You consent to their use for our marketing and promotional purposes, and you release us from any claim from you or anyone else arising out of the use of the photo and video. We will use our best endeavour to ensure that your privacy is not compromised.

## 18. **Modification of Terms and Conditions**

We may change or add to these terms and conditions at any time, and the new version of these terms and conditions will be published on Our Website. Unless otherwise stated, the version of the terms and conditions on Our Website will apply automatically to all customers from the time it is published.

## 19. Interpretation

Where references are made to 'we', 'us', or 'our', they refer to Willow Meadows Events Ltd. References to 'you' and 'your' are to you, our customer.

Unless otherwise stated, all amounts are inclusive of VAT.

If there is an inconsistency between these terms and conditions and any other communication, including, by not limited to, statement or comments on social media sites, these terms and conditions prevail.

Amendment to these terms and conditions is only valid if made in writing and signed by both parties.

If any provision in these terms and conditions is found invalid or unenforceable, the remainder remains in full force and effect.

If we fail to exercise or enforce any right we have under these terms & conditions, this does not mean that we have waived that right; and we may still exercise or enforce that right later on.

Termination of this agreement does not affect any of the rights and liabilities of either party accrued at that date and nor does it affect the continuation of any obligations expressed or intended to continue after termination.

It is not intended that anybody other than you and us may benefit from this agreement and a person who is not a party to this agreement does not have any rights under the *Contracts (Rights of Third Parties) Act 1999* to enforce any term of this agreement.

Headings are for convenience only and will not affect the interpretation of this agreement.

You may not assign this agreement without our consent.

This agreement is governed by and construed in accordance with the laws of England and be subject to the exclusive jurisdiction of the English Courts.