

# Accommodation Lodges at Oaklands

## TERMS AND CONDITIONS

By booking a lodge with Oaklands, you agree to the following Terms and Conditions.

### OUR AGREEMENT WITH YOU

#### 1. THESE TERMS

- 1.1 **What these terms cover.** These are the terms and conditions which apply when you book a lodge at Oaklands.
- 1.2 **Why you should read them.** Please read these terms carefully before you submit your booking to us. These terms tell you who we are, how you hire the lodge from us, how you and we may change or end the contract, what to do if there is a problem and other important information. If you think that there is a mistake in these terms, please contact us to discuss.

#### 2. DEFINITIONS

The following definitions apply in these terms and conditions:

- 2.1 “agreement” is the contract which incorporates: (i) these terms and conditions; (ii) your booking confirmation; (iii) the Lodge Guidebook; and (iv) anything else we agree with you in writing;
- 2.2 “accommodation” or “lodge” means the accommodation hired by you under the terms of this agreement;
- 2.3 “party” refers to those persons named on the booking confirmation and any person added later who will be staying at the accommodation;
- 2.4 “We”, “us”, “our” or “Oaklands” means East Yorkshire Farms Limited t/a Oaklands, a limited company registered in England and Wales with company number 07728989 whose registered office is situated at Rotsea Carr Farm, Rostea, Cranswick, Drifffield, East Yorkshire, YO25 9QG;
- 2.5 “wedding couple” the couple named in the booking confirmation who have arranged to get married at Oaklands;
- 2.6 “Writing” or “written” shall also include emails; and
- 2.7 “You” or “your” the lead contact point for the booking who must attend the accommodation booked.

#### 3. INFORMATION ABOUT US AND HOW TO CONTACT US

- 3.1 By booking with us, you confirm that you agree to comply with and accept these terms and conditions and the Lodge Guidebook, a copy of which we will provide to you.
- 3.2 **How to contact us.** You can contact us by writing to us at our email address [hello@oaklandsweddings.co.uk](mailto:hello@oaklandsweddings.co.uk).
- 3.3 **How we may contact you.** If we have to contact you we will do so by writing to you at the email address you provided to us in your booking.

#### **4. YOUR USE OF THE BOOKING**

- 4.1 The accommodation that we advertise is offered for the sole purpose of holiday occupation for wedding guests only.
- 4.2 Our booking services with you are available for your personal, non-commercial use only. You are not allowed to re-sell our bookings or act as an authorised agent. This includes the advertisement, sale or gift of your booking (for profit or otherwise) or use it in connection with a competition, promotion, business and charitable or any other similar venture without our express advance written permission.

#### **5. WEBSITE DETAILS**

- 5.1 We aim to make sure that information provided about our accommodation and its facilities or services, is accurate and complete on the date given. Descriptions are intended to present a general idea of the accommodation and do not constitute any advice or recommendation by us.
- 5.2 Not all details of the relevant facilities can be included on our website. Furthermore, there may be small differences between the actual accommodation and its description. Occasionally, some facilities or services may not be available or may be restricted. If this happens, we will tell you as soon as reasonably practical after we become aware.
- 5.3 Where Wi-Fi is an advertised facility, its provision is subject to availability and network conditions. It may not be available 24 hours a day and is provided for pleasure, not for business purposes.
- 5.4 We cannot accept responsibility for any inaccurate, incomplete or misleading information about any accommodation or its facilities and services that we pass on to you in good faith, unless this was caused by our negligence. If we become aware that such information is not true, we will promptly correct it.

#### **6. MAKING YOUR BOOKING**

- 6.1 You must submit your booking request online via our website. Only guests that have been invited by the wedding couple to attend their wedding at Oaklands can book to stay at a lodge with us.
- 6.2 **How we will accept your booking.** Our acceptance of your booking will occur when we email you with a booking confirmation, at which point a contract (our agreement) will come into existence between you and us.
- 6.3 If the accommodation is available and we have received all the relevant payments from you, we will send you an email confirmation of your booking as soon as reasonably possible. This email confirmation will show your booking details and the amount you have paid. If you do not receive a booking confirmation within 48 hours, please contact us immediately.
- 6.4 We have the right to refuse any booking before we send you written confirmation. If we do this, we will tell you in writing and promptly refund any money you have paid to us. In this case we will have no legal responsibility to you.
- 6.5 If you place your booking with us and we are unable to take the relevant payments due to an error with your card details, bank or any other issue, we will make attempts to contact you to let you know. If we are unable to contact you within three days from your first attempt to make the booking and still are unable to take the relevant payments due from you, we reserve the right to cancel the booking.

- 6.6 Our agreement with you binds you (the person named on the confirmation), and all members of your party, including children. You must ensure that all members of your party are aware of, and accept all of the terms of this agreement. Our agreement continues in place until the last member of your party has left the accommodation, including any extension to your stay and for such time afterwards as may be necessary.
- 6.7 Please check the details on the booking confirmation carefully. If any of the details are incorrect you must inform our team as soon as possible. You must also ensure that you pay any amount required in accordance with the booking confirmation. Full payment is required on booking and is non-refundable.
- 6.8 Lodges are operated with a smart-locking system, to enter you simply type in a number without the use of a key. Your access code will be on your confirmation email. Please keep this safe as you will need this to enter the lodge.

## **7. PAYMENT AND PRICING**

- 7.1 We reserve the right to adjust the prices of accommodation. The price shown on your booking confirmation will not change.
- 7.2 Prices shown are per Lodge per night and inclusive of VAT at the applicable rate at the time of your booking. If the rate of VAT changes between the date of your booking and the date of your stay, VAT will be charged at the new rate.
- 7.3 We must receive the full payment of the total cost of your booking when you submit your booking request online. We cannot secure your booking and provide a booking confirmation without receiving full payment. Payments can be made via debit or credit card and must be in pounds sterling.

## **8. CHANGING OR CANCELLING YOUR BOOKING**

- 8.1 If the date of the wedding couple's wedding changes, at our discretion you may change the date of your booking with us to the new date.
- 8.2 Please note that any change of date and accommodation will be likely to involve a change in price of your booking and an amendment charge being payable. If your booking is more expensive, you will be required to pay any additional cost. You can transfer any payments that you have already paid over to your new booking date.
- 8.3 If you change your mind and no longer need the accommodation, you may transfer your booking to another guest invited to the wedding by the wedding couple with ours and the wedding couple's consent.

## **9. CHANGES BY US**

- 9.1 We do not expect to have to make any changes to your booking. However, sometimes bookings have to be changed or mistakes have to be corrected. We have the right to do so.
- 9.2 If we do need to make changes, we will contact you by email as soon as is reasonably practical. We will explain what has happened and let you know about the change. However, we will have no further liability to you.
- 9.3 If we cancel your booking or are prevented from providing the accommodation you have booked, we will refund of the amount already paid by you for the booking. We will contact you to inform you of this.

- 9.4 Even if we have sent a written confirmation, we have the right to cancel a booking where there are reasonable grounds to believe that (i) your booking is not legitimate; (ii) you are likely to breach these booking conditions; (iii) information supplied by you in relation to your booking is incorrect and you have not informed us in a timely manner; (iv) you have behaved in a vexatious, abusive or unlawful manner to other guests or our staff. If we cancel your booking in these circumstances, we will tell you in writing and we will not have any legal or financial responsibility to you.
- 9.5 We can also end a stay, if the unreasonable behaviour of anyone in your party (including anyone invited into the accommodation by you) is likely to spoil the enjoyment, comfort or health of other guests, residents, neighbours or members of staff or where you or any member of your party (or anyone invited into the accommodation by you) has broken or is likely to break any of these booking conditions or any other terms and conditions applicable to the accommodation which you have been told about. If this happens, you will have to leave the accommodation immediately and no refund will be given. You may also be responsible for any costs we incur as a result of your behaviour.

## **10. TERMS OF YOUR STAY**

- 10.1 Where the majority of the party is under 21 or includes any person(s) who are normally closely supervised, there must be sufficient capable and responsible adults over the age of 21, in the accommodation to provide adequate supervision for the party and each member of it. The wedding couple will have overall responsibility for the whole party. Children under the age of 16 are not permitted to stay in a lodge unaccompanied by an adult at any time.
- 10.2 If we incur costs in providing assistance or supervision to your party we reserve the right to claim compensation from you in accordance with clause 17.
- 10.3 We reserve the right to conduct security searches as a condition of entry to protect your safety and that of other visitors. We may conduct security searches of clothing, bags and vehicles, as determined by us in our reasonable discretion, including on entry and exit of the accommodation.
- 10.4 No pets are permitted on site, with the exception of assistance dogs.

## **11. ARRIVAL AND DEPARTURE**

- 11.1 Your lodge will be available from 3pm on your arrival date.
- 11.2 You must vacate your accommodation by 10am at the latest on your day of departure. Failure to leave your lodge by this time may result in a charge.

## **12. PARKING**

- 12.1 Each lodge has one car parking space. All other vehicles must be parked in the main car park at The Grand Lodge.
- 12.2 It is not permitted for you or any of the wedding guests to sleep onsite in motorhomes or vehicles or to pitch a tent.

## **13. DURING YOUR STAY**

- 13.1 In order to ensure all of our guests have a pleasant stay, you must agree and adhere to the rules set out in the Lodge Guidebook which will be provided to you before your arrival, and a copy of which can be located in each lodge. The wedding couple are responsible for ensuring that all members of the party comply with such rules during the entire duration of your stay.

- 13.2 Failure to comply with the rules set out in the Lodge Guidebook by you or any member of your party may result in you being asked to leave the accommodation without a refund and be charged a fine at our discretion of up to £200 per rule broken.
- 13.3 Smoking (including e-cigarettes and vaping) is not permitted in any buildings (including the lodge) but is permitted where indicated in certain outdoor areas.
- 13.4 No BBQ's, fireworks, or bonfires are permitted in any area of the lodge site or accommodation grounds.
- 13.5 You must not allow more people than the maximum occupancy stated below to stay overnight in the lodge. If you do, we can refuse to hand over the lodge to you, or can repossess it. If we do this, we will treat this as you cancelling the booking. In these situations you will not receive a refund of any money you have paid for your booking. We will not be legally responsible to you as a result of this situation (for example, for any costs or expenses you have to pay due to not being able to stay in the accommodation, such as the cost of finding alternative accommodation) and we are under no obligation to find any alternative accommodation for you:
- 13.5.1 Standard Lodge – two adults
- 13.5.2 Family Lodge – two adults and two children
- 13.5.3 Accessible Lodge – two adults. This lodge has been specially adapted for guests with disabilities.
- 13.6 In submitting your booking to us, you confirm that you understand that there are residents occupying nearby accommodation and that you will and will procure that the guests in your party will respect the privacy and quiet enjoyment of our neighbours during your stay.
- 13.7 The accommodation is not equipped with kitchen facilities. Breakfast is not included.

#### **14. THE WEDDING VENUE**

- 14.1 Food and drink (including alcohol) that has not been purchased from the bar or caterers at the wedding venue is not permitted on the wedding venue site. We reserve the right to confiscate any alcohol or soft drinks that have not been purchased from the bar at Oaklands. Failure to abide by this policy may result in the bar being closed.
- 14.2 It is not permitted to access the wedding venue site once the venue has closed. The wedding venue does not offer room service or takeaway.

#### **15. SECURITY AND LOST PROPERTY**

- 15.1 We will not accept liability for any accident, loss or damage to your cars or personal property during your stay unless such loss, damage or accident is demonstrably due to our negligence or that of those for whom we are legally responsible.
- 15.2 If you discover that any of your property has been left behind after your departure and this has been recovered by our customer services team, you can arrange for this to be collected from us in person or by your selected courier service. We will not be responsible for finding or forwarding any lost property on to you.

## **16. THINGS BEYOND OUR CONTROL**

- 16.1 We cannot take responsibility or pay compensation if we cancel or change your booking in any way because of events beyond our control. Neither can we accept any liability for any injury, loss or damage you suffer because of events beyond our control. Events beyond our control include, but are not limited to: warfare and acts of terrorism (and threat thereof), civil strife, significant risks to human health such as the outbreak of serious disease at the travel destination (including epidemics, pandemics and the ongoing effects of the Covid-19 pandemic) or natural disasters such as floods, earthquakes or weather conditions which prevent you from travelling to the travel destination and/or make it impossible to travel safely to the travel destination or remain at the travel destination, the act of any government or other national or local authority including port or river authorities, industrial dispute, labour strikes, lock closure, natural or nuclear disaster, fire, chemical or biological disaster, unavoidable technical problems with transport and all similar events outside our control.
- 16.2 In the event of exceptional circumstances, we may need to cancel your booking. If this does occur, we will inform you as soon as is reasonably possible and arrange a full refund, with all money returned to you in the same way you made your original payment.
- 16.3 In all cases, except from personal injury or death, our liability to you for the total claims arising out of your booking with us is limited to the cost of your booking less any insurance, cancellation, amendment or separate charges.

## **17. DAMAGE OR DESTRUCTION**

- 17.1 We are committed to ensuring we provide a safe environment for all of our guests. The wedding couple are responsible for all guests staying at the accommodation and the things they do. We reserve the right to charge for any damages or destruction of the property.
- 17.2 If there is any damage to the property or gardens, or any breakages of glass etc, please tell the customer services team immediately so we may resolve this. Failure to report damage found during your stay on or before check out may result in a fine of up to £200.
- 17.3 We may also go into the accommodation at a reasonable time (and on reasonable notice) during your stay to check the state of things. Any damage to the accommodation could result in your booking being cancelled and your stay being prematurely terminated, with no refund. If there is an emergency, we can come into the accommodation without warning.
- 17.4 You are responsible for and agree to reimburse to us all costs incurred by us as a result of any breakage or damage in or to the accommodation which is caused by you or any members of your party or any other persons invited into the accommodation by you. We can ask for an extra payment from you to cover any such costs.
- 17.5 We expect the accommodation to be left in a reasonably clean and tidy state on departure. If, in our opinion, additional cleaning is required, you will be liable to us for the cost of this cleaning.
- 17.6 You may need to check and sign an inventory of the accommodation and its contents on arrival at the accommodation. If you discover that anything is missing or damaged on arrival please notify us immediately.

## **18. CUSTOMER SATISFACTION**

- 18.1 If you should have concerns or queries during your stay, please make us aware as soon as possible. We will endeavour to assist you in any difficulties and resolve any concerns, in order for you to enjoy your stay.

- 18.2 If you have any queries or concerns about our booking services, you must let us know immediately in writing and in any event before you travel. Unfortunately, we cannot accept any legal responsibility if you do not let us know what is wrong and allow us an opportunity to respond to you. If we are found to be at fault in relation to any service we provide, we will not pay more than the price of the booking (or the appropriate proportion of this if not everyone on the booking is affected), plus any reasonable expenses you cannot recover from elsewhere.
- 18.3 We do not exclude or limit what we will be legally responsible for if death or personal injury is caused as a result of our negligence or that of our employees whilst acting in their course of their employment, or for any criminal act we may commit. We cannot be held responsible for noise or disturbance which comes from beyond the boundaries of the accommodation or which is beyond our control. If we know about a problem before you arrive, we will contact you to let you know. We cannot be held responsible for the breakdown of mechanical equipment such as pumps, boilers, nor for the failure of public utilities such as water, gas and electricity.
- 18.4 You must tell us as soon as possible if you have any queries or concerns to give us the opportunity to put right anything that is wrong before the end of your stay.
- 18.5 Please note that we will not be held responsible for any matters that you were aware of throughout your stay and did not make us aware of.

## **19. DATA**

How we use any personal data you give us is set out in our Privacy Notice which can be found on our website - <https://oaklandsweddings.co.uk/privacy-policy>

## **20. OTHER IMPORTANT TERMS**

- 20.1 Each of the paragraphs of these terms operates separately. If any court or relevant authority decides that any of them are unlawful, the remaining paragraphs will remain in full force and effect.
- 20.2 These terms are governed by English law and you can bring legal proceedings in respect of the products in the English courts.
- 20.3 We must both act reasonably in selecting or agreeing any jurisdiction including any forum for dispute resolution.
- 20.4 Should any part of our agreement be deemed by law to be void, the remainder of this agreement will, if capable, continue in full force and effect. The headings in this agreement are included for convenience only and shall not affect its interpretation or construction.