Terms and Conditions

Below are the terms of booking holidays related to using this website.

- 1. Who your agreement is with Field Farm is the trading name of A & P Simpson trading as Field Farm. When you book your holiday your contract will be with A & P Simpson trading as Field Farm. References to 'we', 'us' and 'our' are to A & P Simpson trading as Field Farm.
- Contract When you submit a booking via our online reservation system you will receive an automatically generated booking summary by email to the email address you provide in the booking form. This, therefore, forms a contract between us. A contract shall arise when your booking is confirmed in writing via an email, online via our website or by post.
- 3. **The agreement** As per clause 2. There will be a contract between you and us when your online booking is confirmed. The person making the booking accepts the contract on behalf of all members of your party and is responsible for making sure they accept the contract. We can't accept bookings from anyone under the age of 18.
- 4. **Terms of the agreement** These terms and the terms in the "Protect Against Cancellation" (if applicable) form the contract.
 - 4a. **Booking Fee:** There is a £25 non refundable administration fee applicable to all bookings.
 - 4b. **Deposit:** a 30% NON refundable deposit is required within 7 days of your confirmed booking. You will not be refunded your deposit or any extra monies paid.
- 5. **Alterations to your booking** Once the contract is agreed then you are unable to transfer your booking to anyone else or change it (including the members of your party) without informing us and having our agreement. If you want to make small changes (e.g. type of accommodation / number or people

/ number of horses) we will try to help but any changes are made at our discretion. If you need to add or take away horses from your booking then you must give us at least 28 days notice before your arrival date. If you arrive on the first day and have less horses than booked and haven't informed us then you will be responsible for paying the full amount of the missing horses.

- 6. **Cancelling your booking** If you cancel your holiday less than 28 days before your confirmed arrival date you will be responsible for the full cost of your holiday If you need to cancel your holiday please call us and confirm your cancellation in writing. The date of the postmark on your letter or the email we receive is the date of the cancellation. We are unable to refund monies paid. We can sometimes transfer holidays within the booked year (subject to availability) but this is at the discretion of management.
- 7. **Paying for your holiday** When booking a holiday you are required to pay a 30% non refundable deposit . A holiday is confirmed when the deposit is paid and confirmed in writing via a letter of confirmation sent to you by post or email. The balance of your holiday cost is payable 4 weeks before your holiday date OR on arrival subject to prior arrangement with management.
- 8. **Special offers** Please claim any special offers when you make your booking. We are sorry we can't offer these if you don't claim them when you first book.
- 9. **Prices** All prices quoted include VAT and insurance premium tax (where applicable) at the current rate. If the rate increases after that date, prices may change to reflect the increase. All prices are subject to change depending on market pressures and could increase or decrease. However the holiday price paid at the time of booking will be the final price you pay and will not change, unless you make a change to your booking.

- 10. Who's in your party Our holidays are primarily family holidays and for this reason we have a number of conditions about the make up of your party. These are designed to make sure all our guests enjoy their holiday with us. Only those people listed on your booking confirmation can occupy your holiday home and we can require anyone not listed to leave the farm.
- 11. **Numbers in your party** The total number in your party (including children and babies) must not exceed the maximum capacity of the holiday home advertised on this website.
- 12. **Number of Horses** We only accept bookings for holidays with horses. There MUST be at least one horse for each holiday home or camping pitch booked. We reserve the right to cancel any booking where a horse is not included. If you need to add or take away horses from your booking then you must give us at least 28 days notice. If you arrive and have less horses than booked and haven't informed us then you will be responsible for paying the full amount of the missing horses.
- 13. **Arrival and departure times** Your holiday home will be available from 3pm on your arrival day. If you think you may arrive after 9pm on your arrival day please let us know. If you don't tell us and your holiday home is not occupied by 10pm on the day after your arrival day we will treat your booking as cancelled and reserve the right to re-let the holiday home. You should leave your holiday home by 11am on your departure date. You are welcome to arrive and depart before and after the times stated in order to get your horse unloaded and settled but the holiday home or camping pitch will not be available until at least the times stated. Stables will need to be vacated by 11am on departure day.
- 14. **Children** All children must be properly supervised by parents or guardians throughout the holiday. Please make sure you always know where your children are.

- 15. **Allergies** If any member of your party suffers from an allergy we would strongly recommend that you do not book our accommodation as we accept pets. All our accommodation is none smoking as are certain area's of the farm. None smoking area's are clearly marked at all access points. We reserve the right to ask you to leave the farm if you or members of your party do not adhere to the none smoking area's.
- 16. **Pets** Most dogs are welcome at Field Farm although some breeds of dog, including those listed in the Dangerous Dog Act 1991, are not allowed. You must give us details when you book to obtain our agreement. There is a charge of £10 per night per dog if staying in the cottages. Assistance dogs for disabled guests are exempt from these requirements and charges. Pets must be kept on a lead under the control of a responsible adult at all times and wear a collar with an identity tag. You must clean up after your pet. Pets should not be left unattended in holiday homes or elsewhere on the Farm and must not be allowed on bedding or seating. A £50 charge will be incurred should your pet damage/dirty/destroy furniture. If we think your pet is causing a nuisance on the farm or damage you may be required to remove it from the park.
- 17. **Use of your holiday home** At the end of your holiday you must leave everything in a clean and tidy condition. You are responsible for any damage to your holiday home during your stay and any damages will be charged for once identified. We reserve the right to enter your accommodation under special circumstances or in emergencies. Please note cots and highchairs can be hired and must be ordered at time of booking. Please bring your own cot linen. We provide you with keys for the cottages on arrival at a cost of £10 (refundable deposit), loss or damage to the keys is charged at £25 per set.
- 18. **Your personal possessions** You are responsible for your personal possessions on the farm or in your holiday home and we are not liable for any loss or damage to these.

- 19. **Bed linen** We provide all bed linen. We do not provide towels or other bathroom and kitchen requisites.
- 20. **Use of facilities** When you arrive at Field Farm you will be required to complete a damage waiver form, this details the requirements for use of the facilities at Field Farm. A download is available on the website for inspection and completion in advance if required. For health and safety reasons some of our facilities may not be available at all times. Please check before arrival if you have specific requirements.
- 21. **Around the farm** Field Farm is in a country location and we try to preserve the rural character. Therefore there may be areas of uneven ground, unmade up tracks and paths and limited lighting. We ask you to take special care to avoid accidents. Field Farm also has a lake and you should ensure you are aware of this and supervise children appropriately.
- 22. **Your vehicle** You should comply with speed limits and parking and other traffic regulations on the farm. Vehicles are brought into the farm at your risk and we are not responsible for loss or damage to these except where it is caused by our negligence or default or that of anyone we are responsible for.
- 23. **Behaviour on the farm** As our holidays are primarily for families your behaviour should be appropriate and should not be noisy, offensive or likely to cause any harm to other guests, staff or property at the farm. If we feel your behaviour is illegal, offensive, disruptive or inappropriate we will ask you to leave the farm. In these circumstances no refund will be given.
- 24. **Our service to you** We do all that we can to ensure you enjoy your holiday. However occasionally problems occur and if they do or you have any concerns about your holiday when staying with us please tell the farm staff immediately and we will respond to you as soon as possible. We will not be responsible for any matter, which you knew about during your

stay but did not tell us about during your stay. If any matter is not resolved during your stay you must notify us (see below) in writing of this as soon as possible (and in any event within 21 days of the end of your holiday) as otherwise we will not be able to consider it.

- 25. **Cancellation by us** Very occasionally, in exceptional circumstances, we may have to cancel your booking. We do not offer refunds of any money paid; if we have to cancel then we will give you the option to defer once to a different date. If we have to cancel because of circumstances beyond our control (e.g. fire, theft or flood) we will offer to defer your holiday to another suitable date. If we cancel we will have no further liability to you for this.
- 26. **Website accuracy** Whilst every care is taken to ensure that the details in this website, including any promotional emails, are correct at time of being published, we cannot accept responsibility for errors contained therein or results thereof. We are not responsible to you for unforeseen events or matters over which we have no control. While we do our best to ensure that all offer information is up to date and accurate, very occasionally some advertised short breaks in certain accommodation may not always be available on all the dates advertised. Please enquire when booking.
- 27. **Our liability to you** We accept liability for any loss or damage you may suffer as a result of our negligence or wilful default but otherwise are not liable to you for any loss or damage you suffer. Our liability to you is limited to the cost of your holiday less any insurance premium, except in the case of death or personal injury.
- 28. **Information you have given us** The information you give us in connection with your booking is held securely on our computer system and dealt with in accordance with the Data Protection Act. By providing us with this information you are deemed to accept this and to have the consent of all members

of your party to this. Please make sure your other party members agree to this. We keep this information to help us to improve our service to you and to provide you with information about our holidays. We will not disclose this information to any person outside the Field Farm group of companies and their agents and contractors and (if you have taken out holiday insurance) the insurers and insurance brokers, except if we are legally required to do so or for the purposes of crime prevention. We use CCTV cameras in certain area's around the farm for crime prevention and safety reasons.

29. **How to contact us** If you need to contact us about your holiday or in connection with these terms and conditions please call our team on 01754 872354, 07946810082 or email them at info@field-farm.net or by using the link on our web site or write to: Field Farm, Ember Lane,Langham Road, Mumby, Lincolnshire. LN13 9SL.

30. Holiday Insurance: We strongly advise that you take out holiday insurance cover.

Update:

In light of the recent equine flu scare, please ensure that the horse/s you are bringing are vaccinated; you MUST bring your horse/s passport/flu record for inspection upon arrival. Failure to do so may result in you being refused entry onto our premise.

Your horse is not required to have the 6 monthly jab but we do strongly advise this inline with the BD, BS and BE protocol.

Please see the below table for information. 1st and 2nd jabs are required (Primary Vaccinations for horses previously unvaccinated) Annual Vaccination to be up to date (for horses already on a vaccination programme)

If you are the lead name on the booking you are responsible for ensuring your party are notified of this information.

This is inclusive of horses coming as part of a day pass, use our facilities or parking for the beach.

Equine Influenza - Valid Certificates – Vaccination procedures

Each horse must have a valid vaccination certificate, which undeniably relates to that horse, completed, <u>signed and</u> <u>stamped</u> on each relevant line by a veterinary surgeon, who is not the owner of the animal. It must state that the horse has received the appropriate course of injections against Equine Influenza as follows:

Primary Vaccination: Two injections, the 2nd between 21 days and 92 days after the 1st.

First Booster: An injection between 150 days and 215 days after 2nd primary injection.

Annual Booster An injection not more than 1 year after the preceding injection.

Only the first two injections need to have been given for the horse to compete.

None of the vaccinations may be given within the **preceding 7 days**, including the day of the competition or entry into competition stables.

Annual Boosters may be given on the same date each year, but this is not recommended.

Note: Where Passports are used as the flu' vaccination record, the horse description must be verified by a vet or authorised member of a breed society.

If the passport does not contain the full vaccination history then, to comply with rule above, the flu vaccination certificate must also accompany the pony/horse to all BRC Qualifiers and Championships.