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 Field Farm Equestrian Limited. When you book your holiday your contract will be with Field Farm Equestrian Limited. References to 'we', 'us' and 'our' are to Field Farm Equestrian Limited
- 2. **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 or online via our website.
- 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 £30 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. Failure to not pay within 7 days will result in your booking being cancelled.

4c. Security deposit terms and conditions:

• £50 security to be paid by each accommodation/camping/use of own accommodation i.e. tourer/horse lorry/trailer

- accommodation to be left in a clean condition.
- rubbish bags to be placed in the huge bins located on the carpark.
- no unwashed pots to be left.
- bedding to be placed in the linen bags provided.
- paddocks to be cleared of hay and droppings.
- stables to be completely mucked out and free of straw, hay & droppings.
- tools/barrows to be returned to the rightful place.
- whilst we realise you are on holiday we are a family run business and work incredibly hard to provide well maintained facilities and clean accommodation. We expect people to respect our accommodation and our home surroundings. Deposits will **NOT** be refunded if any of the following, accommodation/paddocks/stables/camping area/horse lorry area are left in an unsatisfactory condition.
- If all above points are followed your security deposit will generally be refunded to you within 24 hours, dependent upon payment method used at the time of booking and issuers guidelines, after the end of your stay.
- 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 6 weeks 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 6 weeks 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. We urge all our guests to take out adequate holiday insurance.

- 7. **Paying for your holiday**: When booking a holiday you are required to pay a 30% non refundable deposit within 7 days of the date of the booking. Failure to do so will result in the booking being automatically cancelled. 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 6 weeks before your holiday date. Failure to pay your balance will result in your booking being cancelled and any monies paid, will not be refunded. We urge all our guests to take out adequate holiday insurance.
- 8. **Special offers**: Please claim any special offers when you make your booking. We are sorry we cannot 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 is 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 ask 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, unless a dome or the narrowboat. 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 6 weeks 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 7pm on your arrival day please let us know. If you do not 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 1 hour before the time 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 & Paddocks will need to be vacated by 11am on departure day.
- 14. **Children**: All children under the age of 16 must be properly supervised by parents or guardians throughout the holiday. DO NOT leave your children unattended especially in your accommodation. Please make sure you always know where your children are and do not enter our private residence grounds. NO SWIMMING is allowed in our lake.
- 15. **Allergies**: If any member of your party suffers from a pet 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.

- Pets: Most dogs are welcome at Field Farm although some 16. 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. Failure to add your dog on your booking and arrive with it, this will result in a surcharge of £5.00 per dog and therefore will be £15.00 per night as opposed to the £10.00 per night at time of booking. 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. Dogs that require a muzzle must be worn at all times. 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 charge will be incurred for the cost to repair or replace, should your pet damage/dirty/destroy furniture/flooring. If we think your pet is causing a nuisance on the farm or damage, you may be required to remove it from the grounds.
- 17. **Use of your holiday home**: At the end of your holiday, you must leave everything in a clean and tidy condition and as per the terms of the security deposit conditions. You are responsible for any damage to your holiday home during your stay and any damages will be charged for once identified as a separate cost to repair or replace. We reserve the right to enter your accommodation under special circumstances or in emergencies. We provide you with a key for the cottages/caravan on arrival, loss or damage to the keys is charged at £25 per set. Under no circumstances is your saddle / tack to be kept in the accommodation, please either use the tack room or leave in your vehicle. This is your responsibility and no liability to the farm for loss or damage.
- 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 declaration / 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. NO SWIMMING is allowed in the lake.
- 22. Your vehicle: You should comply with speed limits and parking and other traffic regulations on the farm. Vehicles are brought onto the farm at your own 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. However, if you are not a registered guest, the above does not apply as you should not be on our property as per clause 10.

- 25. **Cancellation by us**: Very occasionally, in exceptional circumstances i.e. pandemics, 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 do this. Please make sure your other party members agree to

this as this is your responsibility by making the booking. 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 <u>info@field-farm.net</u> or by using the link on our web site or write to: Field Farm, Ember Lane, Langham Road, Mumby, Lincolnshire. LN13 9SL.
- Force majeure: If force majeure results in that the 30. Agreement cannot be fulfilled, the Agreement shall be terminated, and the party suffering from the **force majeure** shall not be liable for the aforementioned termination of the Agreement caused by the **force majeure**. If part of the Agreement cannot be performed or is delayed to be performed due to force majeure which are caused by fire, flood, earthquakes, other elements of nature, acts of war, terrorism, riots, civil disorders, disease, epidemics, lockdowns, pandemics, acts of government, a declared state of emergency, changes in laws and governmental policies, or other conditions beyond its reasonable control following execution of this Agreement, the party affected by the **force majeure** shall not be liable for any breach of contract for such part of the Agreement that cannot be performed or that is delayed to be performed.

31. 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.