

## **Booking Terms and Conditions**

In these Booking Terms and Conditions references to "you" and "yours" include the first named person on the booking and all persons on whose behalf a booking is made or any other person to whom a booking is added or transferred. "We" or "Us" means The Parish of Wraxall with Failand PCC ( charity number 1130482 )

Please read these conditions carefully as they govern the relationship between us, and set out our respective rights and obligations.

1. Your booking must be for recreational purposes only, and must not be used for activities which are contrary to the purposes and beliefs of the Church of England or where we consider such activities may cause offence on grounds of religion or belief to a significant number of Christians. The property must not be used for gatherings, such as weddings or parties (except by prior written permission) or for business purposes (except by prior special arrangement).
2. The property will not be available before 3 pm on the first day of your booking and you must leave before 11 am on your last day.
3. The number of people occupying the church and it's grounds must not exceed the maximum capacity indicated at the time of booking.
4. You may bring up to two well behaved dogs. They must be kept off the furniture and under proper control. No other pets are permitted.
5. No fireworks, wax candles, Chinese or sky lanterns (or other lights or illuminations which have naked flames) shall be used or let off from the property (including grounds within the churchyard).
6. No smoking is permitted in the church or churchyard at any time during your stay.
7. The cooking of food. Equipment is available to prepare light meals..
8. Whilst the information on our website is correct at the time of publishing we reserve the right to change any of the prices, or services, or any other particulars contained in published information at any time before we enter into a contract with you.
9. The consumption of alcohol is permitted within the church building but not within the churchyard. We request that all parties consuming alcohol are mindful that it remains a consecrated building within a community.

## **Contract and Warranties**

10. Once we have accepted your booking and payment, a contract has been entered into, which includes these conditions and such contract is governed by English law. Payment of all the required amounts when they are due is of the essence of the contract.

11. When you make a booking you warrant that you are over 18years old and accept full responsibility for all persons who will use the property during the period booked and you have read all the Terms and Conditions.

12. Wraxall with Failand PCC reserve the right to cancel your booking in any circumstances.

## **Booking**

13. Bookings must be for our normal booking period in 2019 between 1st April and 30th September subject to church availability

14. We cannot accept reservation requests by email or via telephone message

15. At the time of booking you are required to pay a non refundable deposit of 33% of the cost of your stay. The balance is due 14 days before your arrival date. Email reminders and access information will be provided 14 days before your stay..

16 If your stay starts within 14 days of the date you make your booking, please contact us by email to confirm.

17 We cannot accept bookings less than 72 hours in advance of your stay.

18. Should any additional members of the group be added at a later date, it remains the responsibility of the lead name to ensure that any such members agree to be bound by these terms and conditions and are in receipt of all relevant information related to the booking.

19. We will endeavour to meet any special requests advised to us at the time of booking and confirmed in writing. We do not accept bookings that are conditional upon any request being met.

20. If you book via our website or have opted in other circumstances for us to contact you via email, we will communicate with you using the email address you have provided. We will assume that your email address is correct and that you understand the risks associated with using this form of communication.

## **Payments**

21. All payments are made to Wraxall with Failand PCC (Failand Account) .

BAC account details: Account Number: 13013769    Sort Code: 60 14 49  
Reference: Camping

## **Conduct while Camping**

22. We reserve the right to refuse to accept you as a customer or continue dealing with you if we, or another person in authority believes your behaviour may become disruptive, threatening or abusive, or you upset, annoy, disturb, or put our staff or volunteers in any risk of danger, on the telephone, in writing, or in person, at any time. Whilst at the church during your stay, please ensure that your behaviour and those of your fellow campers is respectful of the holy nature of the consecrated building, the ancient building fabric and that appropriate behaviour is used whilst inside the church grounds. Playing ball games, using abusive language or shouting, smoking and drinking alcohol are strictly prohibited in the churchyard at all times. For the purpose of this section reference to "you" or "your" includes any other person in your party.

## **Cancellations and Refunds**

23. We may cancel a booking at any time before the date on which it begins. We would expect to do this only for essential building work or for some reason unforeseen by us at the time your booking was accepted. In this unlikely event we shall refund in full all money received by us for the booking, but will not have any liability beyond this, and, without limitation of the foregoing, we will not have any liability for travel costs incurred by you in relation to the booking..

24. If you cancel a booking for any reason, you must notify us in writing by email to [failandchurchcamping@gmail.com](mailto:failandchurchcamping@gmail.com)

25. Cancellations advised to us by email before the two week period prior to your stay will forfeit the deposit of 33% of the full amount due.

26. Cancellations advised to us by email 72 hours or less prior to your stay will forfeit the full amount paid to date.

27. If you have any issues concerning the property during your stay you should notify your Camping contact ( whose name and telephone number will be detailed in the pre arrival information sent to you prior to your stay) as soon as possible. Wraxall with Failand PCC will not normally make any refunds in respect of complaints made after the customer's departure from the property if the customer did not make the complaint or problem known to the local contact during the stay. In considering any complaint we will take into account whether we have been given the opportunity to investigate it and the chance to put matters right. Refunds after your stay will be at the full discretion of Wraxall with Failand PCC.

28. We accept no liability for any works or activity of any sort occurring on any premises adjoining or neighbouring our property, but shall endeavour to advise you in advance of the likelihood of any such works or activity.

### **Access.**

29. Wraxall with Failand PCC, or agents thereof, may need access to the church during your stay. This is unlikely to happen, but if it does, we will give you as much warning as we can. There will be no need for you to stay in, since a member of staff can accompany the visitor.

30. Full information regarding access will be provided to you prior to your stay and upon arriving at the church you will be provided with the key. The key is for you to keep for the duration of your stay.

31. Please note that the church still holds a Sunday morning 11.30 am service once a month,, and a 6.00pm evening service on the first and third Sunday of the month. Please contact us at the time of booking if you think this will affect your stay..

### **Loss or Damage**

32. When you book you agree to indemnify us against all loss and damage arising (including more than normally and reasonably anticipated amounts of cleaning) directly or indirectly to the property and it's contents caused by any act or omission by yourself, any person or animal accompanying you and without limitation of the foregoing to pay us forthwith upon written demand our costs in making good any such loss and damage and cleaning. Where we have to make a claim the amount involved

will reflect the cost of making good damage to historic and architecturally important buildings, furniture and church grounds. The cost may include work by specialist craftspeople.

### **Limitation of Liability**

33. Our liability to you and those accompanying you at the property is strictly limited to direct loss up to the amount paid by you on booking but this does not apply to our liability for:

- a) death or personal injury caused by our negligence;
- b) fraud or fraudulent misrepresentation on our part;
- c) anything else for which liability may not at law be excluded.

34. We shall not be liable to you at all for any indirect or consequential loss, whether caused by negligence, breach of contract or otherwise. We are also not liable to you for any noise or disturbance from neighbours or other activities outside the property (including agricultural and street noise).

35. If you or any member of your party has any medical problem or disability which may affect the booking arrangements of that person, please tell us before you confirm your booking in order that we can advise as to the suitability of the chosen booking.

36. We reserve the right to terminate a booking at any time if these conditions are not met in full.

### **Events beyond our control**

37. Except where otherwise expressly stated in these booking conditions we regret that we cannot accept liability or pay any compensation where the performance of our contractual obligations is prevented or affected by reason of such events beyond our control. Events beyond our control include: war, threat of war, riots, civil disturbances, terrorist activity and its consequences, industrial disputes, natural and nuclear disasters, fire, epidemics, health risks and pandemics, unavoidable and unforeseeable technical problems with transport for reasons beyond our control or that of our suppliers; closed or congested airports or ports, hurricanes and other actual or potential severe weather conditions, and any other similar event.

## **Data Protection**

**38. Wraxall with Failand (charity number 1130482 ) will not communicate with you about our work, events, offers and fundraising activities without your specific consent. We will not share your information with any other organisation.**

**All details will be erased from our records one month after your stay.**