

## **Terms and Conditions**

### **How these terms and conditions apply to our contract**

Lofftwen Forest Farm LLP (referred to also as “Lofftwen” and “we/our/us”) offers short term holiday accommodation (“Accommodation”) via [www.lofftwen.co.uk](http://www.lofftwen.co.uk), [www.lofftwen.com](http://www.lofftwen.com), phone and email request. Any person (referred to also as “Guest/you/your”) wishing to book Accommodation via any of these methods (“a Booking”) acknowledges that such Booking is made subject to these Terms.

Please ensure that you read and understand these terms and conditions (“Terms”) before you submit a Booking request. You may only request a Booking if you agree to these Terms. By submitting a Booking request you are deemed to have accepted these Terms. This does not affect your statutory rights as a consumer.

We reserve the right to change these Terms at any time. Any such changes will take effect immediately. It is your responsibility to read the Terms each time you submit a Booking request and any such request shall signify that you have accepted to be bound by the Terms in place at that time.

### **Making a Booking**

All Bookings are provisional until confirmed by Lofftwen. You can either book online, via phone or email. Please have details of all party members when making a Booking. Please check your confirmation as Lofftwen cannot be held responsible for errors in information provided at the time of Booking.

We will send you confirmation of your booking (“Booking Confirmation”) within 24 hours of the Booking request and this will contain the details of your Booking, payments made and payments due. Once you have received your Booking Confirmation a contract between you and Lofftwen will exist. If you have not received your Booking Confirmation email within the specified time, please notify us as soon as possible by email ([bookings@lofftwen.com](mailto:bookings@lofftwen.com)). Please check your Booking Confirmation carefully and report any incorrect or incomplete information to us immediately.

### **Bookings are not transferable to another party**

When making a Booking you agree that you or at least one member of your party is eighteen years or over, you have the authority of all persons in your party to book on their behalf, you accept these Terms and you agree to be responsible for any loss or damage caused by any member of your party accompanying you.

Advance Bookings are subject to minimum stays. These may vary by season, please refer to our website for further details.

### **Prices**

The prices advertised are accurate at the time of Booking and can vary from time to time. Lofftwen reserves the right to vary its prices as and when required. Customers are advised

to check the website for the most up to date information including our latest promotions, deals and discounts. Although prices may vary from time-to-time, the price payable is the price confirmed at the time of Booking.

Promotions, deals or discounted offers are provided at the discretion of Lofftwen. All offers are subject to availability, cannot be used in conjunction with any other offer or discount and may be withdrawn at any time.

### **Payment**

Payment for bookings can be made via our online booking system or by BACS transfer. We cannot accept payment by cheque in advance or onsite. The Lofftwen online booking system enables Guests to make Bookings 24 hours a day.

If you make a Booking more than 10 weeks prior to the check in date, a 25% non-refundable deposit will be payable (“the Deposit”). The Deposit is non-refundable as it covers costs incurred and services provided to enable your Booking. These include, but are not limited to, marketing and PR, booking management, and credit card fees. The remaining balance will then be payable 10 weeks prior to the check in date. The booking will be subject to the cancellation policy outlined below. A reminder to pay the balance will be sent to you 11 weeks before the check in date, where applicable, by email. We automatically take the balance payment using the same card as used to make the Deposit payment. It is your responsibility to advise us if we should use a different card and to contact us by telephone (07941 047877) to arrange for alternative payment method. If the automated balance payment does not successfully go through as there is a problem with your card, such as it is expiring, then we will contact you to try and take alternative payment. If you do not make any payment due to Lofftwen by the due date for payment and at the latest within 5 days of this date, then with regret, we will cancel your Booking and terminate the contract with you. In these circumstances, your rights to a refund are set out in below. Please note that if you have paid in a currency that is different to the original pricing, we will not be able to guarantee the same conversion rate that was used to convert the deposit payment.

If you are making a Booking 10 weeks or less before your check in date, payment in full will be required at the time of making the Booking.

We do accept Bookings by phone and will do our best to answer and respond to phone queries promptly, but please note we are a small team with no set hours and often out working on the farm and on other jobs. Online or email enquiries will be dealt with in the order they are received, but please be aware that we cannot guarantee reservation of your selected dates until the receipt of suitable payment. Therefore, if possible, we do recommend that you book on the Lofftwen website using the online booking system.

### **Cancellation by You**

If you make a Booking more than 10 weeks before your check in date and you wish to cancel your Booking, we will retain the non-refundable Deposit. The Booking will then be cancelled, and nothing further will be payable by you. If the Booking was paid in full, the balance less

the 25 % Deposit, will be returned to you. Refunds will be issued in the same form and ratio as the original payment was made. Therefore, if a Gift Voucher was used to book your stay, the refund will be back onto a new Gift Voucher at the same amount as originally used. Alternatively, if you paid in cash, your refund will be processed in the currency of the booking. Where this is different to the currency of the payment card, this will be converted at the current exchange rate on the day of the refund.

If you make a Booking 10 weeks or less before your check in date and you wish to cancel your Booking the total cost of the Accommodation will be non-refundable and will not be returned to you.

Cancellations should always be communicated to us in writing to [bookings@lofftwen.com](mailto:bookings@lofftwen.com) and may incur a £50 administration fee in addition to us retaining the non-refundable Deposit. This represents the administration costs incurred by us to deal with such requests.

### **Insurance**

You are strongly recommended to take out personal travel insurance for all members of your party for your holiday, including holidays in the UK. It is your responsibility to ensure that the insurance cover is adequate for your needs, including cancellation and curtailment for any reason. Please read your policy details carefully and take them with you on holiday.

### **Amendments to your booking, requested by you**

Amendments to your Booking can only be made more than 10 weeks prior to the check in date, after which time amendments may be treated as a cancellation and our refund policy as detailed above may apply. All amendments are subject to availability and may incur a £50 admin fee.

If you want to amend your Booking more than 10 weeks before your check in date, this request must be sent to us by email ([bookings@lofftwen.com](mailto:bookings@lofftwen.com)) and will be considered and responded to as soon as is reasonably possible. While we will do our best to accommodate any such amendments this cannot be guaranteed. Please ensure that you have received written confirmation of any changes to your Booking prior to travel.

If we can fulfil your request to amend your booking, any differences in price as a result of the amendment, will be paid by you in the case of an increase and refunded to you in the case of a decrease in price, e.g. amending your booking from low season to high season.

In the event that a date swap is offered, this will normally be agreed with a set timeframe to rebook and sometimes a credit against a future stay will be offered. The credit can only apply to a stay at the same space as originally booked.

If a date swap is offered, then the Terms applied at the time of your original booking will still apply. Therefore, if your date was swapped more than 10 weeks before the original check in date, the 10 week cancellation policy set out above applies to your new stay, even if the new check in date is beyond 10 weeks.

### **Maximum numbers & usage**

Please note that except by prior arrangement confirmed in writing, only the number of persons specified on a booking confirmation may occupy a property. Lofftwen reserves the right to refuse admittance or revoke a Booking if this condition is not observed and you will not receive any refund.

- Lofftwen reserves the right to pursue the Guest for any loss, damage or injury caused to the Lofftwen, the Accommodation or to other guests and/or their property.
- Lofftwen only supplies the Accommodation for short term holiday use only. You agree not to use the Accommodation for any commercial, business or re-sale purpose, and Lofftwen has no liability to you for any loss of profit, loss of business, business interruption, or loss of business opportunity. If you do wish to use the Accommodation for a commercial purpose, you must contact Lofftwen prior to confirming your Booking.
- The Accommodation is not supplied as a primary residence and is not intended for use for long-term stays.

### **Group Bookings**

Lofftwen provides short term holiday accommodation for couples, groups and families looking to enjoy a peaceful, relaxed and quiet environment.

Lofftwen does not accept certain group Bookings, including Bookings for stag, hen or parties which will include excessive noise or drinking. Guests wanting to make such a Booking should make enquires with us before booking as special arrangements may be able to be catered for. If such a Booking is permitted, we may require a separate safety deposit. It is the Guest's responsibility to make sure that this type of Booking is permitted. If a such a Booking is made without our prior knowledge then it is with regret that the Booking may be cancelled and any Deposit or monies paid will be forfeited.

### **VAT**

Where VAT is payable, the tax is included in the advertised holiday rental price. If the rate of VAT changes between the date of the Booking and the date of the stay, Lofftwen may adjust the rate of VAT that you pay, unless you have already paid for the Booking in full before the change in the rate of VAT takes effect.

### **Services, Features and Facilities**

The Lofftwen Longhouse includes showers, baths, toilets, a woodburning stove and a fire pit. The Lofftwen grounds which are available for you to explore at your own risk are wild and rugged in places.

We also provide information about local activities and offers, which can be booked either through us or directly with the providers.

You use these services, features and facilities and explore the Lofftwen grounds at your own risk and Lofftwen shall have no responsibility for loss, damage or injury in relation to any services, features or facilities provided or supplied by us or third parties.

Information about features, facilities and services, is, to the best of our knowledge and belief, accurate at the time of publication, however Lofftwen cannot guarantee that these services, features and facilities will be available during your holiday.

### **Covid Policy**

If you have to cancel a Booking due to Covid (isolation or positive testing) our regular cancellation policy will still stand. We hope you understand that Covid has put us all in a very difficult position and so in order to ensure the stability of our business we cannot offer refunds or discounts if you have to cancel your Booking for any reason related to Covid.

### **Arrival and Departure**

Arrival times onsite are between 4pm and 7pm. But we will do our best to accommodate earlier check in if possible.

You will be able to access your accommodation from 4pm.

All accommodation must be vacated by 10.30am on the day of departure unless otherwise agreed in advance.

### **Management and Behaviour onsite**

The Lofftwen team is fully empowered in all aspects of site operation and management. By making a Booking you agree that you and your party will at all times comply with the requests of the Lofftwen team. If you are behaving in a way which the Lofftwen team deem to be unacceptable, anti-social or un-safe we reserve the right to ask you to leave with immediate effect and you will not be entitled to a refund.

The Lofftwen site has farm animals, old farm buildings, open water, high drops and rugged terrain which represent potential hazards. It is your responsibility to behave with due care and consideration on site at all times. Lofftwen will not be held liable for any damage or injury caused onsite due to your own risky behaviour.

As the person booking the holiday, you are responsible for the behaviour of all members of the party whilst on the site.

Any wilful damage to the site or any other Lofftwen property will result in you being asked to immediately leave the site and your Accommodation. If you are asked to leave under these circumstances, you will not be entitled to a refund.

Pets including but not limited to cats and dogs are not currently allowed to stay on site or in the Accommodation.

Our customers visit Lofftwen to enjoy the peace and tranquillity of the natural and wild rugged environment. If anyone does not respect this, then Lofftwen reserves the right to refuse them admission or ask them to leave the site and/or Accommodation at any time. If you are asked to leave under these circumstances, you will not be entitled to a refund.

To respect the enjoyment of others, including our neighbours, we ask that noise levels are kept to a minimum especially after 10:30pm. Loud music is not permitted at any time and no music is allowed outside after 10.30pm.

### **Fire safety**

There's nothing quite like enjoying the great outdoors with a roaring fire but that wonderful campfire is also a big responsibility. We need your help preventing wildfires so more people can enjoy this experience for years to come.

By booking to stay at Lofftwen and agreeing to these Terms you also agree to adhere to our fire safety policy.

Fires are only permitted in the designated fire pits. These are to be used with caution by yourself and your team. Fire safety information will be provided on site and must be adhered to at all times.

### **Complaints**

We want you to have an enjoyable holiday. Should you have cause for complaint, please contact us immediately and we will try to resolve your complaint.

We ask you to note that if you do not give us the opportunity to resolve the problem by reporting it onsite during your stay, we may not be able to properly deal with your complaint after you have finished your stay and your rights to claim may have been reduced or forfeited.

If, at the end of your stay with us, you feel we have not dealt with your complaint satisfactorily, we ask that the person who made the Booking submits a written complaint within 28 days of your return home to: Lofftwen Forest Farm LLP, 20 Marsden Street, London, NW5 3HD or through our website or by email [bookings@lofftwen.com](mailto:bookings@lofftwen.com).

### **Privacy Policy**

This privacy policy sets out how Lofftwen uses and protects any information that you give us when you make a Booking. Lofftwen is committed to ensuring that your privacy is protected. Should we ask you to provide certain information by which you can be identified when making a Booking, then you can be assured that it will only be used in accordance with this policy. We may collect the following information:

- name
- contact information including email address
- demographic information such as post code, preferences and interests
- other information relevant to customer surveys and/or offers

What we do with the information we gather?

We require this information to understand your needs and provide you with a better service, and in particular for the following reasons:

- Internal record keeping.

- We may use the information to improve our products and services.
- We may periodically send promotional emails about new products, special offers or other information which we think you may find interesting using the email address which you have provided.
- From time to time, we may also use your information to contact you for market research purposes. We may contact you by email, phone, fax or mail.
- We may use the information to customise the website according to your interests.

### **Security**

We are committed to ensuring that your information is secure. In order to prevent unauthorised access or disclosure we have put in place suitable physical, electronic and managerial procedures to safeguard and secure the information we collect online.

### **Controlling your personal information**

You may choose to restrict the collection or use of your personal information in the following ways:

- whenever you are asked to fill in your information when making the Booking, look for the box that you can click to indicate that you do not want the information to be used by anybody for direct marketing purposes.
- if you have previously agreed to us using your personal information for direct marketing purposes, you may change your mind at any time and contact us through the contact means provided.

We will not sell, distribute or lease your personal information to third parties unless we are required by law. We may use your personal information to send you promotional information about third parties which we think you may find interesting if you tell us that you wish this to happen. If you do not wish to receive further sales information, please email us using the contact form. If you believe that any information we are holding on you is incorrect or incomplete, please contact us through the contact means provided as soon as possible. We will promptly correct any information found to be incorrect.

### **Liability**

Please read this section as it is important that you understand what you are agreeing to; Nothing in this section limits or attempts to limit our liability for:

- Death or personal injury caused by our negligence; or
- Fraud or fraudulent misrepresentation; or
- Any breach of the obligations implied by Section 2 of the Supply of Goods and Services Act 1982; or
- Losses for which it is prohibited in Section 7 of the Consumer Protection Act 1987 to limit liability; or
- Any other matter for which it would be illegal or unlawful for us to exclude or attempt to exclude our liability.

Subject to the matters detailed above, if we fail to comply with these Terms, we shall not be responsible for any losses that you suffer as a result, except for those losses which we could reasonably foresee would result from our failure to comply with these Terms.

The Lofftwen site has a number of potential risks which you must be aware of. These include but are not limited to;

- Rugged natural environment
- Open water
- High drops in the landscape
- Farm animals and vehicles
- Dilapidated historic farm buildings
- Electric fencing and barbed wire

You use all of these areas at your own risk and Lofftwen is not liable for any injuries or accidents which may take place as a result of your use.

It is your responsibility to act with due care and attention onsite at all times, Lofftwen will not be held responsible for your own negligence. All children are the responsibility of their parents.

In addition to the above, we shall not be responsible for any:

- Loss of income or revenue;
- Loss of business
- Loss of anticipated savings
- Loss of data

Our maximum liability shall be no more than the total amount paid for the Booking. Lofftwen is a natural and rugged environment, we do not accept responsibility for any damage, injury or inconvenience caused by, including but not limited to, animals, rocks, plants or wildlife.

Please wear appropriate footwear and clothing. The weather can change rapidly, and temperatures and conditions can also change depending on altitude. Sunscreen sun protection is also important.

Lofftwen does not accept responsibility for anything that adversely affects your holiday that is outside of our control. These circumstances are known as 'Force Majeure' events and are circumstances that Lofftwen could not, even with due care, have foreseen or avoided. Such circumstances include (but are not limited to) war, civil unrest, industrial action, terrorist activity, natural disaster, pandemic, fire, adverse weather conditions, foot and mouth disease and all other similar events outside of our control. Lofftwen will endeavour to manage any problems caused as a result of a Force Majeure event but shall be under no obligation to do so and shall not be liable to you for any losses caused by a Force Majeure event.



**Other Important Information**

Any photographs, descriptions or advertising we issue, and any descriptions or illustrations on our website or other media platforms, are issued or published solely to provide you with an approximate idea of our site and services. They do not form part of the contract between you and us.

In the event that a court finds that a condition in these Terms is illegal or void, the illegal or void provision will be severed from the remainder of the Terms which will continue to be valid and have full force and effect.

If we fail at any time while these Terms are in force, to insist that you perform any of your obligations under these Terms, or if we do not exercise any of our rights or remedies under these Terms, that will not mean that we have waived such rights or remedies and will not mean that you do not have to comply with those obligations. No waiver by us of any of these Terms shall be effective unless we expressly say that it is a waiver and we tell you so in writing.

A person who is not party to these Terms shall not have any rights under or in connection with them under the Contracts (Rights of Third Parties) Act 1999.

You may not transfer any of your rights or obligations under these Terms to another person without our prior written consent, which we will not withhold unreasonably. We can transfer all or any of our rights and obligations under these Terms to another organisation, but this will not affect your rights under these Terms.

These terms and conditions have been drafted in accordance with and are governed by English law and the courts of England and Wales have exclusive jurisdiction in relation to any and all disputes arising out of these Agency Terms & Conditions.

In case of a discrepancy between these Terms and any other Lofftwen literature, these Terms shall prevail.

**Contact**

If you wish to contact Lofftwen please use the following address: Lofftwen Forest Farm LLP, 20 Marsden Street, London, NW5 3HD.