

Terms and Conditions

THE SITE

We like to keep things relaxed & simple at the site, we won't tell you to park 2 inches to the left or come over with a tape measure, tell you that your sigh written van is not allowed, that your tow bar must be facing the road or that there's no drinking between 10pm & 8am! We aren't the caravan club. We do expect all pitches to be pitched 6 metres from another booking or 3 meters if in the same group for fire safety.

- But we DO expect our guests to have some degree of common sense, to show respect to other guests & not play loud music well into the evening or morning. We kindly ask you, for the comfort of other guests, that you do not shout or cause disturbances and keep the showers clean and tidy. A mop is provided if there should be excessive water after using the facilities.
- We reserve the right to ask guests to leave if they do not adhere to site rules.



Site Terms & Conditions. By Booking via our website you are accepting all terms and conditions.

1. Definitions

1.1 When the following words are used in these Terms and Conditions, this is what they will mean:

"Terms": these terms and conditions.

"Campsite", "We", "Us", "Our": Ivy Bank campsite, Galphay Road, Kirkby Malzeard, North Yorkshire, HG4 3SS

"Website": www.ivybankstaycation.com

"Booking": a booking request submitted to Us via Our Website, email, phone, post or in person.

"Arrival Date": the date on which your booking commences and you are due to arrive at the site.

"Prices": the cost of Our services as detailed on the Website.

2. Contract

- 2.1 These Terms and Our price list set out the entire agreement between you and Ivy Bank Campsite for the supply of Our services to you. Only these Terms shall apply to Our contract with you.
- 2.2 Please check that the details in these Terms and your Booking are complete and accurate before you submit your Booking.
- 2.3 By submitting a Booking you are deemed to have accepted these Terms.
- 2.4 We reserve the right to change these Terms including terms related to any new policies on the main camping page at any time and any such changes will take effect immediately



when posted on the Website, at the Campsite, or otherwise brought to your attention. You are bound to this by booking.

- 2.5 In addition to these Terms, you must comply with the Rules below.
- 2.6 If you do not adhere to our Terms and rules or fail to pay for your accommodation, you will be in breach of your contract and will be made to leave.
- 2.7 A booking cannot be made for more than 28 days. But seasonal pitches are available.
- 2.8 These terms and conditions may change at any time and any new conditions or amendments will apply to your booking.

3. Making a Booking

- 3.1 You can book online ONLY we do not take bookings over the phone or social media.
- 3.2 Bookings are not transferable to another party.
- 3.3 When making a booking you agree that you or at least one member of your party is twenty one (21) years or over, you have the authority of all persons in your party to book on their behalf, you accept these Terms & Conditions and you agree to be responsible for any loss or damage caused by any member of your party.
- 3.4 Advance bookings may at times be subject to minimum stay periods. These vary by season and please refer to Our Website for further details.
- 3.5 The Campsite is to be used for recreational camping and caravanning only.
- 3.6 You must be able to provide proof of booking on arrival, either a printed confirmation or a screen shot on a mobile device.
- 3.7 The online booking system will automatically remove bookings where the deposit is not paid 4 weeks after the booking is made

4. Rules

You, together with all members of your party, are required to comply with the following rules:

4.1 We reserve the right of admission. We only accept responsible campers that are considerate to fellow campers/guests and be respectful of the environment.



- 4.2 All children must be closely supervised by an adult due to moving farm machinery and livestock nearby.
- 4.3 If you bring a dog, this remains your responsibility at all times, must be on a lead and not left unattended. Dogs are limited to a maximum of three per party and will incur an additional charge, they must be exercised away from the main camping areas. You are responsible for any mess, which should be cleared up and disposed of immediately. You will be asked to put your dog on a lead if it is seen roaming free around the camping area or any other area on the farm.
- 4.4 There must be no loud or disrupting noise after 22:00 before 08:00.
- 4.5 Leave your accommodation as you found it, ie: no litter or damage. You will be liable for any damages or excess cleaning caused to any of our property and will be charged.
- 4.6 Music players/radios must be kept to a reasonable volume and then switched off by 22:00.
- 4.7 No fireworks, Chinese lanterns, guns or weapons.
- 4.8 No hen/stag parties or weddings.
- 4.9 Drunk, disorderly or abusive behaviour will not be tolerated. We reserve the right to ask you to leave should this occur.
- 4.10 We cannot accept responsibility for your possessions or any personal injury of any kind sustained while on Our land, subject to Section 8 Liability. You must not stray into fields or buildings around the farm. This is for your own personal safety.
- 4.11 No pitches are reserved and are allocated on a first come, first serve basis.
- 4.12 No open fires are allowed. BBQs are permitted if raised off the ground to protect the grass and fire pits are available to hire from the site.
- 4.13 You are liable at all times for any fires, BBQs, hot tubs and other activities undertaken around the site. We do not allow open fire of any sort inside your tent/unit due to the high risk of carbon monoxide poisoning.
- 4.14 Whilst on Our land, you and any members of your party must not enter any buildings apart for the toilet/shower block, or climb over any dry stone walls, fences or barriers.
- 4.15 Any accidents on Our land must be reported at the reception or a member of staff so We can log them in Our Accident Book.
- 4.16 Check in is not before 14:00 for camping & glamping, you may be liable to a fee of £10 if you arrive before this time or you may be asked to leave and come back at 14:00. You must



vacate your chosen accommodation by 10:30 on your departure day promptly, unless a late check out has been granted by prior agreement, please ask the site management.

- 4.17 You must keep to the 5mph speed limit on our farm and site for your own and others safety.
- 4.18 You must take large items of rubbish away with you i.e. broken, tents, cardboard, chairs etc. Only general food waste and packaging is to be disposed of in our bins. You may be liable to a £40 charge if we end up having to dispose of bulky items.
- 4.19 We do not offer any sort of storage facility for caravans or tents. If you do leave your property on our site, we will make reasonable attempts to contact you and after 21 days it will be sold and we will take the value of storage costs from the sale.
- 4.20 You must leave a gap of 6m between all units. This is a legal requirement. You may be asked to move your tent/unit if pitched too close to another. 3m is acceptable for groups.
- 4.221 We do not mind day visitors onsite, however we must be notified of all visitors onsite. Visitors can be onsite between 13:00 and 21:30 only. There is a fee of £5 per day guest. Any guest vehicles must be left near the check in reception. This applies to all our services.
- 4.23 If you plan on arriving back on site after 22:00, you must park your vehicle by the check in reception out of consideration for other campers staying with us.
- 4.24 Please note if you have booked multiple services we have maximum numbers of people we allow in each facility due to fire safety regulations. You will be asked to leave if these guidelines are not adhered to.

5. Prices

- 5.1 The prices are based on a nightly rate unless otherwise stated. Prices include VAT at the current prevailing rate.
- 5.2 Whilst we will make every effort to ensure that our prices remain unchanged, they may be amended at any time.
- 5.3 Prices do not include any additional services, features and facilities unless expressly stated.
- 5.4 Promotions, deals or discounted offers are subject to availability and cannot be used in conjunction with any other offer or discount and may be withdrawn at any time.



Retrospective refunds are not permitted against any offer or promotion advertised after such time a booking is made.

6. Payment

- 6.1 .Pre-payment is advised to reserve your booking, as we cannot guarantee availability to 'walk in' customers.
- 6.2 Non-payment renders your contract with us as invalid and you will be asked to leave the site.

7. Cancellation, refunds and amendments to your booking

- 7.1 If you want to amend your booking, you must notify us as soon as possible. Subject to availability and the conditions below, amendments to your booking can be made free of charge if you notify Us before the 14 days prior to your Arrival Date. If the amendment increases the price of your booking, the increased amount will be charged. We can only amend your booking once.
- 7.2 If you want to amend your booking within the 14 days prior to your Arrival Date, a £20 fee will be charged on top of any price increases as a result of the amendment.
- 7.3 You may cancel your booking at any time. We do not offer refunds for cancelled bookings, unless a minimum of 2 months notice is given with a valid reason (you will be charged an admin fee to cover our costs). We offer an amendment policy only (7.1, 7.2 and 7.6).
- 7.4 The full balance of your booking must be paid in full before pitching.
- 7.5 A booking can only be amended once.
- 7.6 No booking amendments will be accepted by Us within the 7 days prior to your Arrival Date without a £20 admin fee
- 7.7 We do not accept poor weather as a reason for cancellation/rebooking, unless it is deemed as unsafe and risk to public safety i.e. flooding, hurricanes and other extreme weather conditions in which case you will be contacted and offered an alternative.



- 7.8 Upon arrival (especially after paying your remaining balance) you choose make the choice to not stay for the remainder of your stay through no fault the service provider no refund will be given.
- 7.9 We also do not accept sudden chest infections or feeling ill, change in family circumstances, your dog going into the vets or any COVID related reasons to be a valid reason for changing a booking or a refund. (we are a business just like Jet 2, British Airways or any travel related companies). Having sufficient travel insurance is always recommended to cover the unexpected.

8. Liability

Please read this section as it is important that you understand what you are agreeing to.

- 8.1 Nothing in this section limits or attempts to limit our liability for death or personal injury caused by Our negligence or for fraud or fraudulent misrepresentation, or for any other matter for which it would be illegal or unlawful for us to exclude or attempt to exclude Our liability.
- 8.2 If we fail to comply with these Terms we are responsible for loss or damage you suffer that is a direct and foreseeable result of Our failure or Our negligence. We shall not be responsible for any losses that you suffer that are indirect or not foreseeable, including, but not limited to, loss of income or revenue, loss of business and loss of anticipated savings.
- 8.3 Where we are responsible for your loss, Our maximum liability shall be no more than to refund the amount paid by you for the holiday.
- 8.4 As Our Campsite is located in a rural environment, we do not accept responsibility for any damage, injury or inconvenience caused by livestock, plants, trees, wildlife or weather. We advise you to have the relevant insurance.
- 8.5 Should any of the vehicles owned by your party get stuck and require assistance or towing, we shall not be held responsible for any damage caused to the vehicle(s). You should check that your insurance cover will allow secondary towing. There may be a charge for this service of £10.
- 8.6 We do not accept responsibility for anything that adversely affects your holiday that is outside of Our control. We advise you to have suitable travel insurance.
- 8.7 These Terms are governed by the laws of England and Wales.

