



Our Agreement With You

'We' is Spencer Rabey of Higher Culloden Farm, College Road, Camelford, Cornwall PL32 9TL.

Our agreement with you provides:

- Information you will need to know before you book
- A step by step guide to booking your holiday with us
- Payment arrangements
- Information about arriving, staying and departing from the Farm
- Information we will need to know about you and your party
- Change and cancellation arrangements; and contact details

A. To book your break

A1. Please Read Section C which contains important information you need to consider before you book. Log on to www.highercullodenfarm.co.uk, email us at highercullodenfarm@gmail.com or telephone us on 07860 564164 to enquire about availability or make a booking. Please note that you must be over 21 to make a booking.

A2. Booking more than 10 weeks ahead. A deposit payment of 30% of the total cost of your break is required to secure your booking. The balance must be paid 10 weeks before the start of your break. Any balance may be paid online. Alternatively, you may pay the full cost of your break at this point. Please note the pricing information contained in Section B and the change and cancellation arrangements in Section G.

A3. Booking less than 10 weeks ahead. Full payment by credit/charge or debit card online is required at the time of making your reservation.

A4. Payment confirmation. We will send you, either electronically or by post, a confirmation showing the price for your break and any additional charges. It will also detail payments received and due. Please check the details on the confirmation carefully. If any of the details are incorrect, or change, especially your address, you must inform us as soon as possible. You must also ensure that you pay any amount required in accordance with the confirmation payment schedule. If you do not, we will have the right to cancel your reservation and keep or claim your deposit (as it is a non-refundable booking fee).

A5. Our agreement. A contract (our agreement) is formed when we receive the required payment and you have received a confirmation. This will be deemed to be 24 hours if sent electronically and within 10 days if sent by post. If you do not receive a confirmation within these timescales, please contact us immediately. Required payment means either the required deposit or the full amount due for your break. Our agreement with you binds you, (the person named on the confirmation), and all members of your party, including children and any day visitors. **You must ensure that all members of your party are aware of, and accept all of this agreement.** Our agreement continues until the last member of your party has left the Farm, including any extension to your stay and for such time afterwards as may be necessary.

A6. Minimum stay periods. For the majority of the year there is no specific change-over day; however, we reserve the right to refuse bookings which are less than a seven night minimum let period (Fri or Sat start) during the main school summer holidays (to include half terms, Easter, Christmas and summer holidays. Dates can be confirmed on request). Outside of these key periods, we reserve the



right to refuse bookings which are less than a three night minimum let period (Fri/Sat/Sun) on Bank Holiday weekends. Outside of both key school holidays and bank holidays, we reserve the right to refuse bookings which are less than a two night minimum let period at weekends (Fri/Sat or Sat/Sun).

B. The price of your break and what it includes

B1. The most up to date prices for accommodation, hiring linen or equipment, and any activities are shown on our website. Any prices shown on our website or other communications are subject to regular review and may change. The agreed price for your break will be quoted when you make a reservation and will be shown on the confirmation. Any prices shown on our website or other communications are for illustration only and are subject to regular review and may change.

B2. This price includes: Use of your Pod for up to and including the maximum number of guests we indicate – 2 adults and 2 children. The Pod has a table with bench seats that folds down into a double bed to sleep 2 adults; and two single beds to sleep 2 children. Seat pads form mattresses to sleep on. Guests are asked to bring their own sleeping bags or pillows, duvets and linen, or these can be hired for an additional cost where available.

B3. Your holiday price also includes exclusive use of a shower-room which has a toilet, sink, shower, mirror, towel rail and waste bin. A complimentary roll of toilet paper will be provided on arrival; however, guests must supply all further toilet paper as required during their stay, and all other bathroom toiletries, towels and soap, shampoo etc. Towels are available to hire for an additional cost. Essentials and toilet rolls are available from the Farm store. See paragraph E10 for more information regarding bathroom use.

B4. Your holiday price also includes the shared use of kitchen facilities, and where available, a fridge, kettle, toaster and microwave. See paragraph E11 for more information regarding kitchen use.

B5. The price does not include: Hire of any linen or towels; travel cots or camping equipment from the Farm store, plus any other amenities or external hire services described as included in the price of your break in the information provided to you. Additional charges for which will be shown on the information provided to you.

C Before you arrive

C1. Please complete a registration form detailing all members of your party, and your vehicle registration details and return to us as soon as possible after booking. We require this information before you take occupancy of the Pod.

C2. Group Bookings. Where a party or a booking consists of more than one Pod and/or is to include members from an organisation/institution/similar body or those benefiting from activities organised by third parties, for example, charities, local authorities, NHS trusts and the like, you must provide the following before we can confirm your booking; The name and type of organisation/institution etc. (if applicable); Any other information we may reasonably require.

Where the majority of the party is under 21 or includes any person(s) who are normally closely supervised, there must be sufficient capable and responsible adults over the age of 21, in every accommodation unit to provide adequate supervision for the party and each member of it. One such identified person must be present for the duration of the break and accept overall responsibility for the whole party. The name and contact details of this person must also be confirmed on arrival at the



Farm. If we incur costs in providing assistance or supervision to your party we reserve the right to claim compensation from you in accordance with paragraph E24.

In order to preserve our family environment, we do not permit “stag/hen” parties, nudity nor adult fancy dress on the Farm. We reserve the right to cancel or terminate your booking if we discover that your group is a stag or hen party.

C3. Information about your party. We have the right to obtain the name, age, address and gender of each member of your party before confirming your booking or at any time. You (the booker) must be a member of your party unless we agree otherwise. Failure to provide us with full details of the make up of your party prior to your arrival may result in access to the Farm being delayed or denied.

D. Arrival

Your Pod will be available from approximately 4pm, with your key locked in the key safe by the door of your Pod. The passcode for the key safe will have been sent to you prior to arrival. In order to help minimise our carbon footprint and to reduce traffic volumes on our narrow access lane, we recommend that no more than 1 car per Pod is brought on to the Farm (special arrangements will be made in exceptional circumstances only). There are restrictions on the access and parking arrangements for larger vehicles - Caravans, campers and/or mobile homes are **not permitted at any time** on our Farm. If you are travelling in a large vehicle, please contact us to agree parking arrangements, which may have to be off-site.

E. Whilst on the Farm

E1. Our aim. Our aim is to provide a relaxed break suitable for families in a natural environment. To ensure the maximum enjoyment of your break and that of all our other guests you must comply with all of the requirements in this agreement. We draw your particular attention to the paragraphs below and to the safety and other information you will receive on or before arrival. You must also note and comply with all verbal or written guidance, especially safety guidance supplied to you by us or one of our staff. You must comply with all notices and signage. Failure to comply may result in the immediate termination of your booking.

E2. Important information and updates. Any important information, guidance and updates will be published on the blackboard by the barns and you should check for such information regularly.

E3. Behaviour and compliance with this agreement. You are responsible for the behaviour of all members of your party. Behaviour should be in keeping with the family environment and should not be excessive, noisy or disruptive, especially at night. Offensive or illegal behaviour will not be tolerated, will result in the immediate termination of your booking and may result in the Police being involved. Offensive or aggressive behaviour or language towards our staff is not acceptable. We may ask you and/or any member of your party to leave immediately if your conduct results in Police attendance or is considered by us to be inappropriate; likely to cause harm; or impair the enjoyment, comfort or safety of anyone; or is likely, in our belief, to breach any of this agreement. No refunds or compensation will be given in these circumstances and we reserve the right not to accept any future bookings from you or any member of your party.

E4. Children’s supervision and parental responsibility. **Please note: There must be at least one capable and responsible adult over the age of 21 in every Pod.** A responsible adult must accompany children overnight in Pods. You are responsible for the supervision of all members of your party under the age of 21. This is particularly important in all children’s play areas, around livestock, around Farm equipment and all areas close to the stream. Parties not supervising their children responsibly may be



asked to put appropriate arrangements in place or to leave the Farm. A responsible adult must accompany children taking part in feeding animals or Farm activities.

E5. Child protection. You are responsible for safeguarding your own children. Farm staff will adhere to standard safeguarding procedures at all times and will ask parents for additional support whenever necessary. No child should be left anywhere on the Farm, at any time, without supervision.

E6. Facilities and activities. A range of facilities and activities, some of which you may purchase separately are detailed in the information sent to you, on our website and noticeboards. These may be booked before your break or following your arrival at the Farm. All facilities and activities (including those contained within the price of your break) are subject to availability. We operate a “first come-first served” policy so we cannot guarantee that you will be able to book a particular facility/activity for a specific time or at all. Activities that take place outdoors are provided subject to appropriate weather conditions prevailing at the time the activity is to take place. During winter months the programme may be limited. Additional facilities may be available from time-to-time and will be advertised. We will not pay compensation where facilities/activities are unavailable or fully booked except where paragraph E24 applies.

The above also applies to hiring of linen and/or equipment. Please take care to keep all hired items in good condition, and do not remove them from the Farm under any circumstances. Hired towels are for bathroom use only. Additional payment will be taken from any person who soils or damages a mattress/seat pad. Replacement mattresses/seat pads cost £100 to replace. Additional cleaning of hired items will also be charged at £12 an hour.

E7. Security of your property. **We draw your special attention to the following:** Your personal belongings are your responsibility during your break with us. Vehicles parked on our property are subject to very little security cover. You must lock your vehicle securely and remove all valuable items on parking. If you choose to bring your own cycles we recommend that you follow adequate security measures to secure it in a safe place. Appropriate insurance for all your belongings and camping equipment is strongly recommended. We accept no liability for any accident, loss or damage to your property unless such loss, damage or accident is demonstrably due to our negligence or that of those for whom we are legally responsible. We will offer reasonable help to assist you in tracing lost items.

You agree to be responsible for shutting all exterior doors and windows and securing your Pod whilst absent or sleeping.

E8. Environment. Please keep to prepared roads, paths and tracks at all times and treat all property and facilities carefully and appropriately. Please take care not to interfere with the local wildlife.

E9. Accommodation. You must use your accommodation and its contents with care and leave it in a clean and tidy condition on departure. An accommodation inventory is available in your holiday pack in your Pod on arrival. We reserve the right to charge you for any extra cleaning, missing items or damage. We reserve the right to enter your Pod at any time for any reasonable purpose, for example, to make checks, essential maintenance work or housekeeping. The members of your party and the allocation of guests in each Pod must remain the same for the whole of your stay. The maximum number of guests in each Pod (2 adults and 2 children) must not be exceeded. If it is, we may move those additional persons to another accommodation unit and will charge you or them the appropriate full charge for the additional accommodation, from the date your party arrived for the break.

E10. Bathroom use. You must use your bathroom and its contents with care and leave it in a clean and tidy condition on departure. One roll of toilet paper will be provided on arrival; however guests



must supply all further toilet roll as required during their stay, and all other bathroom toiletries, towels and soap, shampoo etc. Towels are available to hire. Essentials and toilet rolls are available from the Farm store.

Please use water responsibly, and ensure taps are switched off when you leave. The price of your holiday includes cost of hot and cold water for the duration of your stay, for reasonable personal use for toilet flushing, showering, cleaning teeth and drinking. Please do not attach any devices to taps or remove water outside of your shower-room for any other use. If water is required to wash bikes, surfboards etc, please ask a member of staff to help you.

One of the key features of the site is that we offer a designated bathroom per pod for the duration of your stay. In extreme circumstances (where one or more bathrooms become unusable) we may have to ask that bathrooms are shared until the issue is resolved. No compensation can be offered in these circumstances, but we will keep you updated during remedial works and endeavour to resolve the issue as soon as possible.

Foul water from the shower-rooms is processed in a Sewage Treatment Plant (previously known as a SEPTIC TANK) and soakaway. **Please put ONLY toilet paper down the toilet and use sparingly.** Absolutely NO nappies, wipes or any other sanitary material are to be put down the toilet, please use the waste bins provided for any wipes or sanitary products. We retain the right to charge for the unblocking of any sewers or drains due to mis-use.

E11. Kitchen use. Please use the shared kitchen facilities with care and leave them clean and tidy after each use. Please only boil water in the kettle. All instruction booklets for appliances are found in the kitchen drawers. Please remove ALL food from the fridge on your departure. Please note that any damages must be reported and paid for.

The electrical appliances and charging stations in the kitchens have been tested and approved within the terms of the current safety standards. Please report any faulty equipment immediately. Any other use of your own personal electrical equipment is out of our control, and it must be used at your own personal risk. Any damage caused by guest's own personal electrical items will be charged.

Water from the kitchens is processed in a Sewage Treatment Plant (previously known as a SEPTIC TANK) and soakaway. **Please do not wash any food waste or fatty liquids down the sinks.** We retain the right to charge guests for unblocking drains due to mis-use.

E12. Device Charging stations. Charging lockers are provided in the kitchens and can be hired by guests for the duration of your stay. Please follow the safety guidance, and only use these lockers for charging devices. We cannot be held responsible for any damage caused to devices from the use of guest own faulty charging cables. Any damage caused to property caused through misuse of the lockers, or loss of keys to the lockers will be charged. We will not be held responsible for security of items left in the charging lockers, all guests must be vigilant about where they keep their keys.

E13. Wireless facilities. Wireless internet access, where available, is not guaranteed and is provided subject to third party terms and conditions which are available when accessing the system. We are not liable for any losses caused by the failure of Wifi connections. The facility is not subject to any particular security/ filtering measures and requires continuous parental supervision when used by children. We reserve the right to disclose your name and address to our internet service provider if we discover that you or a member of your party illegally downloaded content from the internet or otherwise engaged in unlawful activity whilst using this facility.



E14. Services. We cannot be responsible for the failure of water, drainage or other mains services beyond our immediate control, but will work with service providers to rectify any issues as a matter of urgency and keep guests updated throughout any remedial works.

E15. Improvements and maintenance. As we continually improve our facilities on the Farm you may find that:

- New facilities are on offer
- Listed facilities are temporarily closed for maintenance and/or improvement
- Some facilities and/or accommodation types have been altered, replaced or closed
- There is development or refurbishment work going on in certain areas of the Farm. Whilst we take steps to reduce the impact of such works, you may experience noise and visual disturbance
- Maintenance work or housekeeping tasks are undertaken in and around your accommodation during your stay, although in such circumstances we try to minimise any inconvenience.

E15. Safety. You are required to follow all safety advice provided to you in your Pod Information Pack. A First Aid kit is available in the Kitchen; all accidents and injuries must be reported to a member of staff and written in the accident book. If emergency services need to be called, you must give them details that we have a narrow access road (particularly for FIRE services). The nearest hospital is Trelick, Truro. The air ambulance is permitted to land anywhere deemed safe by them on the Farm.

Cooking is not permitted inside Pods at any time. Never bring a barbeque inside your Pod for heating purposes or due to inclement weather – fatal toxic fumes can be emitted from charcoals. The use of gas barbecues is prohibited. Take particular care not to do anything which might cause a fire – do not smoke anywhere on the Farm, and dispose of barbecues responsibly. Only use designated fire pit areas. Fireworks may not be brought onto or used on the Farm under any circumstances. Do not enter or attempt to use any facility that is closed. Always read and adhere to safety signage around the Farm.

E16. Road Safety. Our access road College Road is narrow, with few passing places. At all times please give way to pedestrians and cyclists, and maintain a 10 mph speed limit. Please use great care when driving. Sleepers, boulders, logs and posts are placed to prevent damage to our fields and unauthorised parking. No liability is accepted for any damage caused by these markers unless due to our negligence. All vehicles should be parked in the designated car park only. We will not be liable for any damage caused to your vehicle if it is not parked in a specified area and it obstructs an emergency service vehicle.

E17. Smoking policy. Smoking (including e-cigarettes) is not permitted anywhere on the Farm.

E18. Natural inhabitants. Please note and remember that our Farm is in a countryside setting that is the natural habitat of a variety of native creatures such as insects, spiders, rabbits, and birds – as well as our own livestock. We offer a genuine farm experience; refunds will not be given for irritation caused by normal Farm activity (including noises, smells, stings and bites). We will however, when notified, we try our best to alleviate any issues that arise. Please ask for more information when you book or see your information pack in your Pod on arrival if you have any concerns about normal Farm activity.

E19. Dogs/Pets. No pets of any kind are permitted on the Farm, except registered Guide dogs, with notice. There are kennels approximately 1 mile away, contact us for more information.



E20. Dangerous items. No shotgun, knife, firearm, air weapon, archery equipment, fireworks (including sparklers), illegal substances or similar item may be brought onto the Farm under any circumstances by you or anyone in your party.

E21. Noise. Military and other aircraft occasionally fly over the Farm whilst on active manoeuvres up on Davidstow Airfield. You may experience noise from such activities from time-to-time. This is beyond our control.

E22. Photography. Please feel free to take as many photos of your holiday on the Farm, and post them to your social media accounts, and to our own page! Seek the permission of parents of other children included in your photos before posting these on social media.

E23. Access to livestock. We reserve the right to restrict access to any part of the Farm or limit contact with any animal/s without notice on veterinary advice.

E24. Compensation payable by you. By booking you agree that we have the right either during or after your stay to recover from you, whether via the credit/charge or debit card used to pay for the break or otherwise, the costs of: Any property or accommodation damage, and/or Any compensation we may pay to others, and/or Any other costs, fees or levies which we may incur, resulting from your or any member of your party action or inaction and from any breach of this agreement.

F. Departure. You must vacate your accommodation and leave any hired items in/outside your pod by 10am at the latest on your day of departure. Please return your key to the key safe outside your Pod as you leave. Lost or unreturned keys will be subject to a £5 replacement charge.

Please leave your Pod and bathroom in a clean and tidy condition.

Please notify us of any damage or breakages as soon as they happen, so that we have enough time to replace items before our next guests arrive.

Any property left behind will be kept for four weeks, after which the items will be disposed of at our discretion. Guests are responsible for covering any postage and packaging charges.

G. Changing or cancelling your booking

G1. Changing your booking. You may change your booking with us for any reason provided the change is made 10 weeks or more before your start date, subject to availability.

G2. Prevented from taking your break. If you are prevented from taking your break, please review your insurance policy and contact us at the earliest opportunity. We will do our best to assist. You may not, under any circumstances, transfer your booking to anyone without our consent. We will not consent to a transfer where the person or party concerned does not meet our requirements.

G3. Cancellation by you. You may cancel your break at any time – please do so in writing (email is acceptable). However, a fee will be charged as follows:

Number of weeks before arrival date that notification is received	Cancellation charge as % of total break cost
More than 10	Full deposit (30%)
More than 8 but not more than 10	50%



More than 4 but not more than 8	75%
4 weeks or less	100%

Please note that some separate charges, such as credit/ charge card charges, are non-refundable. Separate arrangements apply to cancellation of paid activities, details of which will be provided at the time of booking any activities. In order to cancel your break, please email or telephone us on 07860 564164 (Mon-Fri, 9am-5.30pm).

No refunds will be given if you decide to cancel your stay due to forecast inclement weather. If during your stay it becomes necessary to close the site due to extreme weather the outstanding cost of your holiday will be refunded.

G4. Cancellation and changes by us. We have the right, at our sole discretion, to refuse to confirm any reservation. Where we have indicated that we will not accept a booking from you, we reserve the right at our sole discretion to cancel any booking you may have made or refuse to allow you to enter or to ask you to leave our premises. If we do so (subject to the provisions of the paragraph below) we will refund any payment made but will not pay any compensation. We have the right to cancel your booking, or to instruct you or your party to leave the Farm immediately, without compensation or refund, should you or any of your party not comply with this agreement, particularly terms relating to behaviour and conduct.

G5. Refunds. Credit/charge or debit card payments will be refunded via the same card number less any non-refundable deposit and any other non-refundable amounts. Cheque refunds will be made to the person named on the confirmation.

H. Can we help?

H1. Any assistance you require, or concerns should be brought to our attention immediately to a member of staff. We aim to give prompt assistance to you if you are in difficulty and aim to respond promptly to any concerns you raise so that you can continue to enjoy your break. Please note that we are not responsible for any matter of which you were aware and which you did not bring to our attention during your break.

And finally..! If you have any questions we will be glad to assist you. Please call us on 07860 564164



Important information

1. Accommodation on the Farm will be upgraded as part of a rolling programme. This means that we accept your preference request for a particular Pod on the basis that it is subject to availability at the time of your stay. Should the chosen accommodation not be available at the time of your stay we will notify you with enough notice as to the change, and refund all money paid if the offered alternative is unsuitable. You must accept that our liability is limited only to the amount paid.
2. All the information we collect and hold about you and members of your party will be used in accordance with our **Privacy Notice** available on the website.
3. Photographs in promotional material are for guidance only.
4. We do our best to ensure that published information is correct when it goes to press. Please refer to our website (www.highercullodenfarm.co.uk) for the most up to date information.
5. This agreement and any dispute between us will be governed by and construed in accordance with the laws of England and Wales. You agree to submit to the exclusive jurisdiction of the Courts of England and Wales over any matter arising out of our agreement or your visit. You may choose to submit to the law and jurisdiction of Scotland or Northern Ireland if you are resident there. We must both act reasonably in selecting or agreeing any jurisdiction including any forum for dispute resolution.
6. Your stay will not give rise to any tenancy agreement between us.
7. Should any part of our agreement be deemed by law to be void, the remainder of this agreement will, if capable, continue in full force and effect. The headings in this agreement are included for convenience only and shall not affect its interpretation or construction.
8. In all cases, except personal injury or death, our liability to you for the total of all claims arising out of your break with us is limited to the cost of your booking less any insurance, cancellation, amendment or separate charges. We will not be responsible for any matters that result from any unforeseeable and unforestallable events that are beyond our control.