

Booking Terms & Conditions

Updated: 19 March 2024

We know that reading terms and conditions is no fun, but they are important, and they are here to protect both you and us, and to set out our respective rights and obligations. Please ensure you read section 11 on Liability. Please take the time to read our small print and if you have any further questions on our terms and conditions, please call us on +44 (0) 1939 260495 or email us at contact@riverside-cabins.co.uk

It is important to us that you understand the terms on which we are making our agreement. Please read these terms carefully. These terms include important information you need to know before you book, such as:

- Who we are
- How to book
- How and when to pay
- Information about arriving, staying and departing from our cabins and pods
- Information we will need to know about you and your party and how we use the personal information that you provide to us
- How you can change or cancel your booking
- How to contact us As a consumer, you have legal rights in relation to your cabin holiday if it is not as described. Advice about your legal rights is available from your local Citizens' Advice Bureau or Trading Standards office.

1. WHO WE ARE

Riverside Cabins referred to as "Riverside Cabins/Riverside/we/our/us") sells pod and cabin holidays via the website, via phone calls, via postal or email requests and takes bookings direct at Riverside Cabins in person. We are a company registered in England and Wales under company number 08009053 and with our registered office at Weirbridge Cottage, Stanwardine Lane, Wykey, Shrewsbury, Shropshire, SY4 1HY.

2. HOW THESE TERMS AND CONDITIONS APPLY TO OUR CONTRACT

These terms and conditions (the "Terms"), together with our Privacy Policy and where your holiday is booked via our website, our Website Terms of Use, together with any other written information we brought to your attention before we confirmed your booking, set out the entire agreement between you and us for your holiday ("Contract"). We intend to rely upon these Terms in relation to the Contract between you and us. Please ensure that you and all members of your party read and understand these Terms before you submit your request for a booking ("Booking Request"). Please note that by submitting a Booking Request, you and all members of your party agree to be bound by these Terms. This does not affect your statutory rights as a consumer. A copy of these Terms can be viewed and

printed from our website for future reference. Please ensure that you have checked your details in your Booking Request (see below) and that these are complete and accurate before you commit yourself to the Contract. If you think that there is a mistake in either the Terms or the Booking Request and a change is required, please make sure that you notify us within 24 hours of making your booking by writing to us at booking@riverside-cabins.co.uk or call us on +44 (0)1939 260495. We reserve the right to change these Terms at any time and any such changes will apply in relation to any new Booking Requests submitted after the changes are posted on the website, at the Locations or otherwise brought to your attention. Please read the Terms each time you submit a Booking Request to ensure you understand the Terms which will apply at that time as submission of a Booking Request shall signify that you have accepted to be bound by the latest set of Terms.

3. MAKING A BOOKING

How to make a booking. In order to submit a Booking Request, you will need to complete a booking form (either on the website, over the phone or at the Location). The booking form process allows you to check and amend any errors before you submit the Booking Request to us.

Please take the time to read and check your booking at each stage of the booking process, as it is your responsibility to provide us with the correct information. If you have made the Booking Request via the telephone, we will read back your details to you so that you can confirm that they are correct. Our acceptance of your Booking Request is at our absolute discretion and will only take place once we issue an email confirming your booking containing a booking reference number or (where an email hasn't been provided) written confirmation via the post. This written confirmation shall signify that we have accepted your Booking Request, subject to these Terms. At this point a Contract shall come into existence between you and us on these Terms. Subject to any enduring conditions, our Contract will last until the last member of your party has left the Location, including any extension to your stay and for such time afterwards as may be necessary.

Conditions of booking

By making a Booking Request you confirm on behalf of all persons in your party that:

- you are over 18 or, if the booking being made does not include yourself that there is at least one person in your party that is at least over 18 at the time of the stay
- you have read and agree to be bound by these Terms
- you accept financial responsibility for payment of the booking on behalf of all persons in your party
- you will be responsible for any loss or damage caused by you, any member of your party or animal accompanying you.

Our Contract binds you, (the person named on the booking confirmation) and all members of your party, including children and any day visitors. Please note that we cannot permit a

transfer of a booking to another person or party. The existing booking will need to be cancelled in accordance with the terms as set out within this document and a new booking made. The maximum number of people occupying your accommodation must not exceed the number shown in the particulars of the lodge or cabin. Booking duration Unless varied from time to time by specific promotional activity (e.g. two night breaks), bookings are subject to minimum stay requirements, according to the type of break that you choose. Our cabins can be booked for a 2 night minimum stay, If you have to cut your booking short for any reason, we cannot give you a refund under our standard Terms. From time to time, Riverside Cabins may offer 'Special Breaks' starting on different days and / or differing durations. These Special Breaks are subject to these Terms unless we agree otherwise. Single sex groups Group and single sex bookings are welcome at Riverside Cabins with the understanding that from 10pm we ask guests to respect the need for privacy and quiet by other guests. Riverside Cabins are not suitable for stag and hen groups looking to play loud music and use our facilities for parties after 10pm, while we also understand that not all such single sex groups are rowdy. We would be delighted to discuss the needs of groups travelling to Riverside in advance to make sure that we can tailor your break to your needs: please call us on +44 (0) 1939 260495.

4. PRICES

You will pay to us the price of your holiday as set out online or as quoted by our Holiday Advisors at the time that you submit your Booking Request. Cabin prices vary depending on the time of the year. If your stay falls within two or more price bands, the corresponding price for each date range will be charged for the days that you stay during the relevant price band. Prices include VAT at the current prevailing rate. The price includes:

- Use of your accommodation for the maximum number of guests we indicate
- Any other amenities or services described as included in the price of your break in the information provided to you on our website (which vary depending on the type of cabin you book).

Prices do not include any additional services, features and facilities unless they have been specifically included as part of a promotion to your booking.

Additional services, features and facilities (such as welcome hampers, wine tasting, etc.) and details of how to book them can be found on our website, www.riverside-cabins.co.uk Additional charges may apply for these such services, features and activities. Please note that with activities that are booked with one of our external partners, an additional separate agreement may be required to be entered into.

Price adjustments, promotions and discounted offers are introduced at our discretion and are subject to availability. Offers cannot be used in conjunction with any other promotion or discounted offer and may be withdrawn at any time prior to the Contract being formed. Retrospective refunds are not permitted against any price adjustment, promotion or

discounted offer advertised after such time a Contract is made. Discount codes or promotions cannot be added retrospectively.

5. PAYMENT

A deposit of 50% of the total price is required at the time of booking. The final balance is payable no later than 30 days prior to arrival. If booking less than 30 day before arrival, full payment is due at the time of booking. If we do not receive the full payment from you by the due date, we will treat this as a cancellation of the booking, and you will forfeit the total cost of any payments made to date. Occasionally, during promotional periods we may reduce the deposit amount to be lower than usual – by booking a cabin with a low deposit during a promotional period, you agree to pay the balance of full payment 12 weeks prior to the start date of your holiday. This will be communicated as part of the offer before you make your Booking Request. In the event of any conflict or discrepancy between the terms of the low deposit offer and these booking terms, these booking terms shall take precedence. If you cancel, the Standard Deposit plus any associated fees and cancellation charges will be due, less the low deposit that you will have already paid. The low deposit offer is only available at certain times of the year, and is applicable to bookings at our absolute discretion. For all bookings received within 30 days of your holiday start date, full payment is due at the time of booking. Payment for bookings can be made by Debit or Credit Card, either online or over the telephone.

6. MOBILITY REQUIREMENTS AND SPECIAL REQUESTS

Our lodges and cabins have not been specifically adapted for use by our customers with mobility difficulties. Please make enquiries as to their suitability before booking.

7. SERVICES, FEATURES AND FACILITIES

Features, facilities or services referred to on the website (e.g. bike hire, wine tasting, etc.) are subject to availability and may be supplied by third parties. We shall have no responsibility for loss, damage, or injury in relation to any services, features or facilities provided or supplied by third parties. You should establish separate arrangements with those third parties.

We will provide those holiday services which make up your booking, for which we are responsible, using reasonable care and skill. Information about features, facilities and services at Riverside, is, to the best of our knowledge and belief, accurate at the time of publication on the website, however, Riverside Cabins cannot guarantee that these services, facilities and features will be available during your holiday.

Hot tub use in cabins

Please note that in order to maintain the best levels of hygiene, your hot tub may have been refilled on the day of your arrival. If this is the case, it may not be fully warm for comfortable use until the evening of your arrival. Whilst on holiday we know you want to get the best use

out of your hot tub. The temperature is maintained at 37.5°C and is checked every day by the on-location team – look for our duck or white label on the lid which indicates when your hot tub has been serviced for that day.

We also guide you that:-

1. Two people should always be present when the hot tub is in use. Never leave one person alone in the hot tub. No children under 4 years should use the hot tub and bathers under 16 must be accompanied by an adult.
2. You should consult your doctor before use if you are receiving medical attention or have a long term illness.
3. Avoid using the hot tub if you are under the influence of alcohol, have eaten a large meal, are pregnant, or are on medication. Only use the hot tub after seeking medical advice if you have a condition that is affected by heat for example, a heart condition or high or low blood pressure.
4. No food, glass, liquids, pets, bubble bath or oils allowed as these may result in the hot tub having to be drained.
5. You should get out of the tub if you start feeling unwell, uncomfortable, giddy or faint.
6. We recommend for safe use that you remain in the hot tub for a maximum of twenty minutes at a time and have a rest period of between 10 and 20 minutes. Overuse will effect chemical balance and overall enjoyment.
7. Please take care when getting in and out of the hot tub as the decking is slippery when wet. Please keep your voice down after 10pm and do not use the hot tub during a storm.

8. CANCELLATION AND CHANGES TO YOUR BOOKING 24 hour “cooling off” period

We understand that sometimes guests’ book in haste, or error or unforeseen circumstances arise. Our Terms provide comfort that we will cancel your booking and refund any monies paid less any unrecoverable commitments made to external suppliers and card surcharges (if applicable).

Changes and cancellations made by you

If you want to amend your booking, please notify us as soon as possible. Amendments to your booking can be made up to 30 days prior to the start date of your holiday, subject to availability. If you wish to transfer your booking to another date, we will use our reasonable endeavours to satisfy your request wherever possible, but we shall be under no obligation to do so. If you want to cancel your booking, you must notify us as soon as possible and confirm this in writing. Provided the written notice of cancellation is received by us not less than 30 days before the start date of your holiday, only a 30% charge of the total holiday cost will be forfeited. If we receive less than 30 days notice, you will be liable to pay the total cost of the holiday including any extras or unrecoverable commitments made by us to third parties in connection with your pre booked activities and events. Any amends to your booking may be subject to an Admin Fee of £30.00. The Admin Fee shall be deducted from any balance due to be refunded to you. If there is no balance to return we will invoice you for the Admin Fee.

Cancellation due to Covid-19 related issues

Where Government guidelines prevent your party from travelling to us, for example local lockdowns or general advice that prohibits travel or stays away from the home, we will endeavour to reschedule your trip or provide a full refund within 28 days where this is not possible. This covers your accommodation booking at Riverside Cabins and does not extend to any third-party agreements entered into for activities or services during your stay. Where guests contract Covid-19 or are advised to isolate, we will endeavour to reschedule your trip for an alternative date following your recovery or end of isolation. A refund will not be offered but our standard terms and conditions regarding cancellation will continue to apply should you not wish to reschedule. Should you exhibit symptoms during your stay we request that you and your party return home immediately and request a Covid-19 test. We will not be liable for stays that are curtailed for this reason. We will do our best to accommodate eventualities during these uncertain times.

Changes and cancellation made by us

Occasionally, we have to make changes to bookings. Whilst we endeavour to avoid making major changes, we reserve the right to do so in exceptional circumstances. This might include offering you one of the following:

- Change to accommodation - If the level of accommodation that you booked is unavailable, we will in the first instance, endeavour to upgrade your accommodation at no extra charge to you. Where higher grade accommodation is unavailable, we will accommodate your party in the next available grade and refund the subsequent difference in cost.
- Changes in date - If the date of the booking is unavailable, we may offer you alternative holiday dates. We reserve the right to cancel your holiday. In the unlikely event of us having to cancel your holiday (except where you have failed to make full payment on time or due to events which are outside of our control as described in Clause 11) we will offer you the choice of a full refund of all monies paid to us or the option of re-booking your holiday at a comparable standard (with you paying any additional cost or receiving a refund in respect to the price difference). Please note that any refunds due can only be made by the original payment method.

9. ARRIVAL AND DEPARTURE

Please check your pre-arrival email for check-in and departure times for your break. If you are likely to arrive after 8pm, we ask that you phone or email Riverside and let us know your planned arrival time. We will advise you about where you can collect your keys if our staff are unavailable. Arrivals will be from 3.00pm on the first day of your stay. We are unable to accommodate earlier arrivals, unless by prior agreement. You are required to vacate your cabin or lodge by 10.00am on the day of departure.

On your day of departure, please leave your cabin in a good state of cleanliness, sink and fridge to be left clean and empty, bedrooms and bathrooms to be left in a clean and tidy condition. Per our booking terms and conditions, we do have the right to charge a £50 cabin cleaning fee to you post departure for any cabins not left in a state of cleanliness. Many thanks for your help with this important matter.

10. LIABILITY – PLEASE READ THIS SECTION AS IT IS IMPORTANT THAT YOU UNDERSTAND TO WHAT YOU ARE AGREEING

Nothing in our Contract will limit our liability for any matter for which it would be illegal or unlawful for us to exclude, or attempt to exclude, our liability; or, our liability for:

- Death or personal injury caused by negligence; or
- Fraud or fraudulent misrepresentation. We are relieved from liability for any delay to, or cancellation of, your holiday and for anything which adversely affects your holiday (including the closure of any Location before or during your holiday) which occur due to events which are outside of our control (i.e. that we could not, even with due care, have foreseen or avoided). Such circumstances include (amongst others):
 - Acts of God, adverse weather (floods, droughts), fire, or other natural disaster
 - Epidemic or pandemic, Covid-19 or any disease caused by a new strain of coronavirus, or significant risks to human health such as the outbreak of serious disease
 - Terrorist attack or activity, war, civil war, civil unrest, threat of or preparation for war
 - Any act, law or action taken by, or any guidance issued by, a government or other national or local public authority, public health authority or other national or local authority including port or river authorities
 - Nuclear, chemical or biological contamination or sonic boom We will, to the extent we are able, endeavour to manage any problems caused as a result of such an event but shall not be liable to you for any losses caused by such event.

Where we have cancelled your holiday prior to its commencement as a result of such an event we will offer you the choice of a full refund of all monies paid to us or the option of re-booking your holiday at a comparable standard (with you paying any additional cost or receiving a refund in respect to the price difference). We will contact you and will let you know of any such event, as soon as we can and we will ask you to confirm which offer you would like to accept. Where we have cancelled your holiday after it has already commenced as a result of such an event, we will offer you the choice of a pro-rata refund or refund credit in respect of the value of the cancelled proportion of the holiday (excluding any insurance premiums or administration charges), or the option of re-booking your holiday at a comparable standard (with you paying any additional cost or receiving a refund in respect to the price difference). Please note that any refunds due can only be made by the original payment method.

Subject to the matters detailed above and below, if we fail to comply with these Terms, we are responsible for any loss or damage that you suffer as a result of our breach of these Terms or our negligence, if such loss or damage is foreseeable; but we are not responsible

for any loss or damage that is not foreseeable, or for any indirect or consequential loss. Loss or damage is foreseeable if they were an obvious consequence of our breach or if they were contemplated by you and us at the time we entered into the Contract and excludes (amongst others):

- Loss of anticipated savings
- Loss of data or information. We only provide use of the lodges and cabins for domestic and private use. You agree not to use the cabins for any commercial, business or re-sale purposes. Therefore, we are not responsible to you for any of the following loss or damage, whether or not such loss or damage is foreseeable:
 - Loss of income or revenue
 - Loss of contracts
 - Loss of business or business opportunity
 - Loss of or damage to goodwill
 - Business interruption
 - Loss of profits Subject to the matters detailed above, in all cases our maximum liability to you for the total of all claims arising out of your booking with us shall be no more than to refund the amount paid by you for the holiday less any cancellation, insurance, amendment or other separate charges.

As our locations are set in a forest environment, we cannot accept responsibility for any damage, injury or inconvenience caused by plants or wildlife.

The river can be enjoyed and used at your discretion, it will not be manned by lifeguards at any time and we cannot accept responsibility for any injury caused by its use.

Reference to any products, services or other information belonging to third parties does not imply or constitute an endorsement, sponsorship or recommendation by us. Links to other services not operated by us are provided solely for your convenience. We are not responsible to you for any products, services, or other information provided by third parties.

We are not liable for damage to or theft of your personal possessions and we encourage you to ensure that you have adequate cover under your existing home contents, travel or any other applicable insurance policy for the length of your stay, especially for valuable items such as phones, cameras, bikes, jewellery and so on as well as for cancellation and accident or illness.

11. YOUR RESPONSIBILITIES WHEN ON LOCATION

Our Location Managers are fully empowered in all aspects of Location operation and management. Riverside Cabins fully supports its Location Managers in dealing with matters of policy at their sole discretion when the need arises. In placing a Booking Request you agree that you and your party will at all times comply with requests of the Location Managers. As the person booking the holiday, you are responsible for the behaviour of all members of the party whilst on the Location.

Riverside Cabins is a 10 acre site with woodland, tree stumps, natural features and 400m riverbank plus hot tubs. Please take care around the site, and ensure children and dogs are supervised at all times. You are also responsible for the safety of all members of the party whilst on Location and as such must notify the Location Managers of any additional requirements that you or your party may have in the event of an emergency. Any pre-existing medical conditions or mobility issues should also be reported to enable our Locations Managers to properly handle any unforeseen problems during your stay.

Your lodge or cabin must be left in a clean and tidy condition. Please make our Location Manager aware of any breakages or damage caused during your stay. Riverside Cabins shall be entitled to charge you for any costs or expenses it incurs as a result of any breakage or damage or a failure by you to leave the cabin in a clean and tidy condition. You are responsible for the behaviour of all members of your party. Please show consideration to other guests, our staff and our Location. Noisy or disruptive behaviour, especially after 10pm, wilful damage to the Location or cabins or other behaviour considered by our staff to be inappropriate may result in us asking you or a member of your party to leave the Location immediately.

No refunds or compensation will be given in these instances, and we reserve the right to claim compensation for damages or inconvenience caused. To respect the enjoyment of others, we ask that noise levels are kept to a minimum after 10:00pm.

To protect our forests, fires and the burning of wood is strictly prohibited. Charcoal only BBQs can be used outside the pods and cabins (to be used on the BBQ provided). Open fires, fire pits and rope swings are also prohibited for health and safety reasons. Children remain the responsibility of their parents or guardians at all times in the cabins, on the Location and during activities. Please ensure that your children are supervised at all times.

Please note that smoking is not permitted in any cabin. For safety and privacy reasons we do not allow the public use of remote-control helicopters, quadcopters or drones at our locations.

12. PETS

Well-behaved pets are welcome, subject to you booking and occupying a pet friendly cabin and paying the appropriate per pet supplement. We have a few simple rules relating to pets that we ask you to adhere to:

- Please keep all dogs on a lead around the cabins, and open areas. While we appreciate your dogs may be friendly and well trained, not all our cabins are pet friendly and some of our guests may not be as comfortable around animals.
- Around the forest, pets are to be kept under control at all times and owners should be aware of the Forestry Commission Dog Guidelines (details of which can be found on <https://www.forestryengland.uk/dog-code>).

- Please ensure your pet is covered by appropriate third-party liability insurance in case of damage / injury to other (or our) property or persons.
- If we, in our sole and reasonable discretion, consider your pet to be causing a nuisance, harm or threat to anyone or anything, or to be likely to do so, we may ask you to remove your pet from our location (without refund or compensation) or we may have it removed off-location at your expense.
- If one of our team members has a need to visit your cabin (e.g. if you have requested a maintenance engineer or similar) you must take your pet(s) out of the cabin or keep them in a different room while these visits take place and comply with any specific instructions provided to you.

When in your cabin, we request:

- No more than 2 pets may occupy any one pet friendly cabin.
- No pet is to be left unsupervised by you or alone in a cabin.
- Please do not allow pets on furniture or beds. • Please remove all traces of pet fur or dirt at the end of your stay.
- Around our locations pets are to be kept under control at all times.

For the protection of your dog, additionally, we request:

- They must be microchipped (as required by law)
- They have had current annual vaccination for distemper, canine hepatitis, leptospirosis and parvo virus
- You are aware of the correct dog care when in a forest environment, such as checking for ticks and any seasonal canine illnesses that may naturally occur around the UK.

13. COMPLAINTS

At Riverside Cabins we do everything possible to create positive experiences, our Duty Managers are fully empowered in all aspects of operational management and are experts in dealing with policy matters and guest feedback.

Should you have cause for complaint, we would like to know and we are on hand to ensure that you have a memorable holiday. It is essential that you contact a Duty Manager immediately and log any problems that you have. We will endeavour to resolve your issue as quickly as possible during your stay. Please note, it will be difficult to deal with issues following your break that have not been raised with us at the time.

After your holiday, if you feel that your complaint is unresolved after addressing the issues with our Location Management during your stay, you must put your complaint in writing to us within 28 days of departure. Please contact us at contact@riverside-cabins.co.uk with the detail of your complaint, your booking reference number and your name. Due to data protection, we are only able to discuss complaint and booking details with the lead booker. Once we have received your letter of complaint, we will forward this to the location General Manager who will continue to work with you and endeavour to resolve your complaint within 21 days of receipt. We have designed this procedure to make sure we can help as

quickly as possible and to ensure we have an opportunity to put things right at the time, not retrospectively.

14. INFORMATION ABOUT YOU

We are committed to keeping your Personal Information safe and confidential both online and offline. Please take time to read through our Privacy Policy to ensure you are aware of how Riverside Cabins obtains and uses your information and how we keep it safe. We want to maintain a safe and secure environment for you and your family and may ask for photo identification on arrival. We don't knowingly allow anyone to use or stay on any of our locations who is a convicted child sex offender or subject to the notification requirements of the Sexual Offences Act 2003, or subject to a Sexual Risk Order or Child Abduction Notice.

15. COMMUNICATIONS BETWEEN US

When we refer, in these Terms, to "in writing", this will include e-mail. To cancel a Contract in accordance with your legal right to do so as set out in section 8, you can either send us an e-mail or letter. You may wish to keep a copy of your cancellation notification for your own records. If you send us your cancellation notice by e-mail or by post, then your cancellation is effective from the date you sent us the e-mail or by the post-date mark we receive on the envelope. If you call us to notify us of your cancellation, then your cancellation is effective from the date you telephone us. If you wish to contact us in writing for any other reason, you can send this to us by e-mail, by prepaid post or on our website via the contact us form.

You can always contact us using our Customer Services telephone line. You can contact us by e-mail to contact@riverside-cabins.co.uk; post to; Weirbridge Cottage, Stanwardine Lane, Wykey, Shrewsbury, Shropshire, SY4 1HY and telephone line on +44 (0) 1939 260495. If we have to contact you or give you notice in writing, we will do so by e-mail or by pre-paid post to the address you provide to us in your booking.

16. OTHER IMPORTANT INFORMATION

Any photographs, descriptions or advertising we issue, and any descriptions or illustrations contained in our promotional material or on the website, are issued or published solely to provide you with an approximate idea of our location and the services. All due care and diligence is exercised in the production of such information, and information concerning our cabins and their facilities has been compiled as accurately as possible by our own staff and has been checked at the time of going to press. However, there may be time when certain amenities are temporarily not available and it is possible, particularly in the off peak season, that a facility we have described may have been modified or is not available. Such situations may be dictated by local circumstances, unsuitable weather conditions, necessity for maintenance or redecoration.

This Contract is between you and us. No other person shall have any rights to enforce any of its Terms. 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 or obligations under these Terms. These Terms shall be governed by and interpreted in accordance with English law. You and we both agree to the exclusive jurisdiction of the English courts.

Any problems? If you do need to make a change to your holiday, please contact us as soon as you can on +44 (0)1939 260495. Depending on the circumstances, we may require you to confirm the details in writing. If you need to cut your holiday short, you should advise the Site Manager as soon as possible and always before returning home.

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