



Spitten Farm,  
Abbots Lench, Church Lench, Evesham WR11 4UP Lenchwood Trust  
Registered Charity no. 505829

## **Lenchwood Trust Booking Terms and Conditions**

### **1. Introduction**

1.1 - By booking with us, you confirm that you agree to comply with and accept these booking conditions. You acknowledge and confirm:

- The description of your chosen accommodations by way of our website or other written means
- In booking with us, you are entering directly into a legally binding contract.

### **2. Your Booking**

2.1 - A provisional booking is held for 14 days from the day that a quotation is sent and does not constitute a legal contract. Available dates are allocated on a first come, first served basis. Your booking is only secured once we have received a fully completed booking form, the qualifying deposit payment and confirmation has been sent to you by Lenchwood Trust.

2.2 - The price on the booking form is the minimum amount to be paid. Any amendments following acceptance of your booking must be made in writing and may incur additional costs.

2.3 – Once your booking is confirmed you are bound by these terms and conditions.

2.4 - Making your booking:

- I. As the person in charge of the party (“the party leader” or “you”), you must be at least 18 years old at the time of booking.
- II. By making the booking, you confirm that you are authorised to make the booking. It is your responsibility as the party leader to ensure that the other party members are aware of and agree to comply with these booking conditions where applicable.
- III. You are responsible for making all payments to us.
- IV. You must ensure that all the information you provide us in connection with your booking is true, accurate, current and complete. If any of your details change, you must promptly update your details.

### **2.5 - Access and Medical Issues**

- I. If you or any member of your party has any medical or access issues, please advise us prior to booking. This will help us to make reasonable adjustments to your accommodation if appropriate. Please note that due to the nature of the site we may not be able to



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accommodate all types of mobility aids. We will, however, do what we reasonably can to be inclusive for all site users.

#### 2.6 - Special Requests.

- I. If you have any special requests, please advise in writing at the time of booking. The acceptance of your booking does not necessarily mean that we will be able to meet the terms of your request unless you have received written confirmation from us.
- II. If we are unable to meet the terms of your special request, it will not mean we have broken your contract.

#### 2.7 - Confirming your booking:

- I. If the accommodation is available and we have received all the relevant payments from you, we will give you written confirmation of your booking as soon as reasonably possible. This confirmation will show your booking details, the amount you have paid and the amount you still owe for the booking.
- II. Your binding contract will begin when we issue you written confirmation and you have made the appropriate payments to us.
- III. If you pay the deposit, it does not mean we have accepted a booking unless we have issued you with written confirmation. Please do not make any other travel arrangements until we have issued you with written confirmation.
- IV. If you chose to be notified by email, about any aspect of your booking, it is your responsibility to check your emails regularly and to let us know about any change to your email address. (We recommend you also check your 'junk' email folder).
- V. We have the right to refuse any booking before we send you confirmation. If we do this, we will tell you in writing and refund any money you have paid to us. In this case, we will not have any legal responsibility to you.
- VI. As soon as you receive your confirmation, you must check the details carefully. If anything is not correct, you should tell us immediately.
- VII. Even if we have sent a written confirmation, we have the right to cancel a booking where there are reasonable grounds to believe that (i) it is not legitimate; (ii) you are likely to breach these booking conditions; (iii) information supplied by you in relation to your booking is incorrect; or (iv) you have behaved in a vexatious, abusive or unlawful manner to our staff. If we cancel your booking in these circumstances, we will tell you in writing and we will not have any legal or financial responsibility to you.



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## 2.8 Group Bookings

All group bookings must provide a copy of the following documents and information at least one month before the first day of your scheduled arrival.

- I. Copy of your organisation's safeguarding policy
- II. Copy of the organisation's public liability insurance
- III. Outline plan of your timetable whilst staying at Lenchwood
- IV. Nominated first aider
- V. Lead person responsible for the group
- VI. All relevant risk assessments
- VII. Any other information relevant to your organisation and the booking
- VIII. Final group numbers and details (including names and age group of each guest) is required 14 days before arrival

## 3. The Accommodation

3.1 – The accommodation that Lenchwood Trust offers is for the sole purpose of a holiday let and/or must never be used or occupied as your principal home, unless expressly agreed in writing by us.

Accordingly, you agree and accept that you are not offered any rights to the accommodation other than the right to occupy the accommodation as holiday accommodation for the period of your booking. No booking of any kind is an 'Assured Shorthold Tenancy' or protected under the Protection from Eviction Act 1977, or any similar legislation that applies in Scotland.

3.2 - We aim to make sure that information provided about accommodation and its facilities or services, is accurate and complete on the date given. Descriptions are intended to present a general idea of the accommodation and do not constitute any advice or recommendation by us.

Not all details of the relevant facilities may be included, therefore there may be small differences between the actual accommodation and its description. Occasionally, some facilities or services may not be available or may be restricted. If this happens, we will tell you as soon as reasonably practical after we become aware.

3.3 - We cannot accept responsibility for any inaccurate, incomplete or misleading information about any accommodation or its facilities and services that we pass on to you in good faith, unless this was caused by our negligence. If we become aware that such information is not true, we will promptly correct it.



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3.4 - We cannot accept responsibility for any changes or closures to local services or attractions mentioned on our website or in any publication or written material produced by Lenchwood Trust or any third party.

#### 4 – Tents, Awnings, Gazebos and similar portable temporary shelters

- I. Tents awnings, Gazebos and similar portable temporary shelters should only be made from fire retardant material. Due to the heightened fire risk associated with non-fire retardant materials the latter will not be allowed on site.
- II. Where awnings are used, the distance between any part of the awning and an adjoining caravan shall not be less than 4 metres.
- III. Tents should be spaced far enough apart to prevent any fire spread risk but at least 6 metres apart (not including any 'guy' lines or securing lines), unless otherwise directed.
- IV. Lenchwood site team may ask you to move any tent, awning, gazebo, or similar portable temporary shelter at its discretion.

#### 5. Wi-Fi & Mobile Phone coverage

- I. Free Wi-Fi is available but is not currently accessible across all parts of the site. Due to the rural location and nature of the site, access may be limited and sometimes not available due to network conditions.
- II. Mobile coverage may also be limited due to Lenchwood's rural location.

#### 6. Payment

Payments may be made by credit or debit card and BACS by contacting a member of staff at Lenchwood office. All payments should be made in pounds sterling.

##### 6.1 Payments for group bookings

- I. Minimum 25% to confirm the booking.
- II. A further 25% three months before the start of the booking.
- III. Remaining balance two months before the start of the booking.
- IV. If payments are not received within the timescales in 6.1.I & 6.1.II we will assume you wish to cancel your booking and the cancellation charges in 7 below will apply.



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## 6.2 Payments for individual bookings

- I. Minimum 50% to confirm your booking.
- II. Remaining balance one month before the start of the booking.
- III. If payments are not received within the timescale in 6.2.I & 6.2.II we will assume you wish to cancel your booking and the cancellation charges in 7 below will apply.

## 7. Cancellation & Curtailment

- I. Cancellation with more than 6 months' notice of the start of your booking will incur a £50 administration fee.
- II. Cancellation with less than 6 but more than 3 months' notice of the start of your booking will incur a 25% cancellation charge of the total booking fee.
- III. Cancellation with less than 3 but more than 1 months' notice of the start of your booking will incur a 50% cancellation charge.
- IV. Cancellation with less than 1 months' notice of the start of your booking will incur a 100% cancellation charge.

### 7.1 Part Cancellations

- I. If any person(s) in your party needs to cancel, this will not affect the total cost of your booking.

7.2 No refunds are payable in the event that you cut short your stay.

## 8. Pricing

8.1. We keep the prices charged for all our accommodation units under constant review and the prices of unsold accommodation may be increased or decreased at any time. We may also correct mistakes in the pricing of unsold accommodation at any time. We will confirm the price of your booking when you make it. As changes and mistakes can happen, you must check the price and all other details of your chosen accommodation at the time of booking.

8.2. All prices quoted or otherwise given to you include all charges and any taxes or government charges which may apply to your booking at the time it is made. Variations in the tax rate or government charges may result in variations of the sums due for your booking and you may be required to pay any additional taxes that arise after your booking has been confirmed.



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8.3. All accommodation prices are for the accommodation as a whole and are not on a per person basis, except when an extra person charge applies.

## **9. Changing your booking**

9.1. If you want to change any detail of your confirmed booking, you must notify us by calling or emailing us as soon as possible and we will do our best to arrange the changes.

9.2. We cannot guarantee that we will be able to meet your request.

9.3. If we are able to facilitate your change, you will be asked to pay us an administration charge of £35 for each change, dependent on the changes. You will also have to pay additional costs for changes in accommodation types or dates, if different from the original booking. The prevailing rates of accommodation prices will apply at the time of change.

## **10. Cancellations due to government public health restrictions for Covid-19 Pandemic**

10.1. If you have to cancel your booking because the UK government public health restrictions imposed as a result of the Covid19 pandemic mean it is unlawful to travel to or to make use of the accommodation you booked, you may choose to:

- I. transfer your booking to a later date free of any administration charges, subject to availability. You will have to pay any difference in price if the cost of the new booking is higher or you will be reimbursed the difference if the cost of the new booking is lower
- II. obtain a refund of the amount already paid by you for the booking
- III. It is your responsibility to contact us in order to access these options.

10.2. Please note that cancellations under section 10 will only apply if it is unlawful to travel to or use the accommodation at Lenchwood Christian Centre. Reasonable adjustments may be made by Lenchwood Christian Centre to comply with UK government guidelines. This may include but is not limited to:

- I. Social distance measures
- II. Mask wearing
- III. Maximum numbers in some facilities at any one time
- IV. Restriction in the use of some facilities



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## **11. Changes by us**

11.1 We do not expect to have to make any changes to your booking. However, sometimes bookings have to be changed or mistakes have to be corrected. We have the right to do so.

11.2. If we do need to make changes, we will contact you by phone if reasonably possible in the case of a significant change or by email in the case of a minor change as soon as is reasonably practical. We will explain what has happened and let you know about the change. However, we will have no further liability to you.

## **12. Cancellations by us**

12.1. If we cancel your booking or are prevented from providing the accommodation you have booked, you may choose to:

- I. accept alternative accommodation – you will have to pay any difference in price if the cost of the new accommodation is higher or you will be reimbursed the difference if the cost of the new accommodation is lower.
- II. obtain a refund of the amount already paid by you for the booking.

12.2. We will contact you to inform you of these options.

## **13. Events Beyond Our Control**

13.1. Except where otherwise expressly stated in these Booking Conditions we will not be liable or pay you compensation if our contractual obligations to you are affected by “Events Beyond Our Control”.

For the purposes of these Booking Conditions, “Events Beyond Our Control” means any event beyond our control, the consequences of which could not have been avoided even if all reasonable measures had been taken.

Examples include:

- I. warfare and acts of terrorism (and threat thereof), civil strife, significant risks to human health such as the outbreak of serious disease at the travel destination (including epidemics, pandemics and the ongoing effects of the Covid -19 pandemic)



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- II. natural disasters such as floods, earthquakes or weather conditions which prevent you from travelling to the travel destination and/or make it impossible to travel safely to the travel destination or remain at the travel destination, the act of any government or other national or local authority including port or river authorities, industrial dispute, labour strikes, lock closure, natural or nuclear disaster, fire, chemical or biological disaster, unavoidable technical problems with transport and all similar events outside our control.

#### **14. Your obligations in respect of the accommodation**

14.1. The following conditions apply to your stay at the accommodation:

- I. Arrival and departure - you can arrive at your accommodation at any time after 3pm on the start date of your rental period and you must leave by 10am on the last day, unless otherwise agreed beforehand
- II. If your arrival will be delayed beyond 6pm on the start date of your rental period, you must contact the person whose details we provide you. If you fail to do so, you may not be able to get into the accommodation
- III. If you fail to arrive by 12 noon on the day after the start date of your rental period and you do not let the person whose details we provide you know that you are arriving late, we may treat your booking as having been cancelled by you. In this situation, you will not be refunded any money you have paid

14.2 Behaviour of you and all members of your party agree:

- I. to keep accommodation units clean and tidy.
- II. to leave the accommodation in a similar condition as you found it when you arrived.
- III. to behave in a way at all times while at the accommodation which does not break any law.
- IV. not to use the accommodation for any illegal or commercial purpose.
- V. not to sublet the accommodation or any part thereof or otherwise allow anyone to stay in it who we have not previously accepted as a member of your party.
- VI. not to behave in an anti-social manner, breach the peace or otherwise act in a way which may disrupt or affect the enjoyment of others.



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#### 14.3. Maximum occupancy

- I. You must not allow more people to stay overnight in the accommodation than has been booked. Any visitors invited to the accommodation or to the site, must notified to the Lenchwood office.
- II. Visitors must leave your accommodation and the site by 10pm or otherwise agreed.

#### 14.4. Meetings and Other gatherings

Allowable meetings would include:

- I. Prayer meetings
- II. Fellowship meetings and family gatherings
- III. Church Leadership meetings

Meetings which would likely not be allowable

- I. Parties such as stag and hen dos.
- II. Parties where the excessive consumption of alcohol is planned.
- III Any meeting or gathering where it would have a significant detrimental impact on other guests on site leading to complaints.

III.

14.5 If there is any doubt as to whether a meeting or gathering is allowable on site then permission and guidance should be sort from a member of the Lenchwood Trust management team.

14.6 In the event of any disputes as to whether a gathering or meeting is allowable Lenchwood Trust management team has sole discretion.

14.7 In exceptional circumstances where Lenchwood Trust believes a serious breach of trust has occurred, we have the right to repossess accommodation and will not be legally responsible to you as a result of this situation (for example, for any costs or expenses you have to pay due to not being able to stay in the accommodation, such as the cost of finding alternative accommodation). We are not under any obligation to find any alternative accommodation for you.

#### 15. Pets

15.1 Pets are not allowed unless advised and agreed at the time of booking. Registered assistance dogs are allowed. If you intend to bring an assistance dog it should be notified to us at the time of booking. An additional cleaning charge will be payable except for assistance dogs.



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15.2 We recommend that any dog must have insurance which includes sufficient pet liability cover.

15.3 You are wholly responsible for the supervision and behaviour of your dog at all times. It is not allowed on beds or furniture, or in any shared facilities.

15.4 You must not leave any dogs unattended in the accommodation, including any garden, and you must keep dogs on a lead within the boundaries of an accommodation (including the garden).

15.5 Children must not be left alone with any dog.

15.6 Registered assistance dogs are allowed in most accommodation units.

15.7 If you or any member of the party has a pet allergy, we cannot guarantee that dogs, or other pets, have not stayed in your chosen accommodation.

15.8 We cannot accept any responsibility for any subsequent health reaction following the use of our accommodation if any pet has stayed in it.

## **16. Smoking**

All accommodation units are non-smoking (including e-cigarettes). There is a designated smoking point near the chemical toilet disposal location.

## **17. Electricity, Gas & Water**

Static caravans and lodges will include electricity, gas and water. Lenchwood Trust would respectfully ask all guests to use these in reasonable measure to limit our carbon footprint.

## **18. Linen and Towels**

Bed linen and towels are provided in the log cabins and bed linen only in the static caravans. These may be duvets or blankets and sheets.

## **19. Keys**

- I. Keys must be returned prior to leaving the site.
- II. Lost keys will incur a fee of £25 to cover the cost of arranging and re-cutting.

## **20. Damage**

20.1 You are responsible for all guests staying at the accommodation and the things they do (and do not do) even if you do not stay at the accommodation during the booking period.



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20.2. You are responsible for and agree to reimburse Lenchwood Trust for all costs incurred as a result of any breakage or damage in or to the accommodation which is caused by you or any members of your party or any other persons invited into the accommodation by you.

20.4 You will need to check and sign an inventory of the accommodation and its contents on arrival at the accommodation. If you discover that anything is missing or damaged on arrival, please notify us immediately.

20.5 Lenchwood Trust will not be liable for loss or damage to personal property whilst on site. Site users should be particularly aware of the undulating/uneven landscape and the rural setting of the former farm which may also include wildlife, birds and a higher likelihood of insects and pests.

## **21. Cleaning**

21.1 The accommodation will have been fully cleaned for your arrival. Please contact us immediately on arrival in the unlikely event the accommodation has not been fully cleaned to an acceptable standard.

21.2 The accommodation should be left in a clean and tidy state on departure.

21.3 All towels and bed linen should be left in a condition that professional laundering will return them to the same appearance to that in which they were given to you.

21.4 Additional charges may become payable if excessive additional cleaning or replacements are required.

## **22. Right of Entry**

22.1 Members of the Lenchwood Trust staff may enter the accommodation (without letting you know first if this is not practical or possible) if special circumstances or emergencies happen (for example if repairs need to be carried out) or if you break any of these booking conditions, or any other terms that apply to your booking and/or the accommodation.

22.2. Members of the Lenchwood Trust staff are allowed to enter the accommodation to inspect it (including but not limited to where you have complained about the accommodation). If this happens, you will be given reasonable notice first.

22.3. You agree to allow the members of the Lenchwood Trust staff or their representative (including workmen) access to the accommodation as required by this clause.



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### **23. Unreasonable behaviour**

23.1 The Trust can refuse to hand over their accommodation if the unreasonable behaviour of anyone in your party is likely to cause offence to other guests, members of staff or neighbours, or if the Lenchwood Trust management team has reasonable cause to believe you or any member of your party will cause damage or loss to the accommodation, its services or facilities. If this happens, the contract between you and the Lenchwood Trust will end and you will not receive any refund and we will not have any further responsibility to you.

23.2. The Trust can end a stay even after the keys have been handed over to you, if the unreasonable behaviour of anyone in your party (including anyone invited into the accommodation by you) is likely to spoil the enjoyment, comfort or health of other guests, residents, neighbours or members of staff or where you or any member of your party (or anyone invited into the accommodation by you) has broken or is likely to break any of these booking conditions, or any other terms and conditions applicable to the accommodation which you have been told about. If this happens, you will have to leave the accommodation immediately and no refund will be given.

You may also be responsible for any costs incurred as a result of your behaviour.

### **24. Complaints**

24.1. If you have any complaint about our booking procedures, you must let us know immediately in writing and in any event before you travel. Unfortunately, we cannot accept any legal responsibility if you do not let us know what is wrong and allow us an opportunity to respond to you.

24.2 If we are found to be at fault in relation to any service we provide, we will not pay more than the total of monies paid to us for your booking and other reasonable expenses you cannot recover from anywhere else.

24.3. We do not exclude or limit what we will be legally responsible for if death or personal injury is caused as a result of our negligence or that of our employees whilst acting in their course of their employment, or for any criminal act we may commit. Neither can we be held responsible for noise or disturbance which comes from beyond the boundaries of the accommodation or which is beyond the Trust's control. If we know about a problem before you arrive, we will contact you to let you know.

24.5 We cannot be held responsible for the breakdown of mechanical equipment such as pumps, boilers, nor for the failure of public utilities such as water, gas and electricity.



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24.6 You must tell us as soon as possible if you are dissatisfied. This means on arrival if you are immediately dissatisfied or during your stay as soon as you become dissatisfied. You must provide an immediate opportunity for the Trust to put right anything that is wrong before the end of your stay.

24.7 You should make every reasonable attempt to contact us and must do so during your stay and especially before any decision to cut short your stay.

24.8 Nothing in this section will affect your legal rights or any right you may have to bring legal proceedings against us.

## **25. Privacy**

25.1. By submitting your personal information to us, you agree to our use of the information in the ways set out in our Privacy Notice.

## **26. Changes to these terms**

26.1. No representative, agent or salesperson has the authority to vary, amend or waive any of these booking conditions.

26.2 No amendment, variation or waiver of any of these booking conditions will be valid or have any effect unless accepted by us in writing.

## **27. Other terms**

27.1. Any dispute claim or other matter which may arise in relation to your booking will be governed by English law and you agree that any dispute will be dealt with exclusively by the courts of England and Wales.

27.2. If a court or regulatory agency with proper jurisdiction determines that a provision of these booking conditions or any contract to which they apply is invalid, void or unenforceable then that provision will be interpreted in a way to reflect as nearly as possible the original intentions of the parties that is valid under applicable law or regulation. If any provision is invalid, the rest of these booking conditions will remain effective to the full extent permissible by applicable law.

27.3. The Trust may transfer our rights and obligations under these Booking Conditions to another person or organisation. We will contact you to let you know if this is planned. If you are unhappy with the transfer you may contact us to end the relevant contract within 14 days of us telling you about it and we or they will refund you any payments, you have made in advance for services that have not been provided.



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### **28 Lenchwood Trust details**

Lenchwood Christian Centre, is run by Lenchwood Trust and in the above terms and conditions any of the following may refer to one and the same entity:

- I. Lenchwood Trust
- II. The Trust
- III. Lenchwood Christian Centre

Lenchwood Trust is a charity registered in England and Wales no. 505829. It is located at Spitten Farm, Abbots Lench, Evesham WR11 4UP.

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