

Terms and Conditions for Rufus's Roost Treehouse

Introduction

We aim to provide Terms and Conditions which are easily understandable. If there is any term that you do not understand, then please discuss it with us before making a Booking.

Our guests' enjoyment and safety is paramount and therefore we ask you to read the following Terms and Conditions before making your Booking. We reserve the right to ask guests who contravene these Terms and Conditions to leave the Estate immediately. In these circumstances the holiday ceases and we shall not be liable for any extra costs incurred by you. This is further explained in the paragraphs below.

The following general terms apply to all Bookings at Rufus's Roost Treehouse. If you are staying at The Hideaway, please read the bespoke Terms and Conditions applicable for this. A link to those is provided here: <https://www.baxbymanor.co.uk/terms>.

Please read these Terms and Conditions carefully as together with your Confirmation of Booking and any other information we brought to your attention prior to your Booking being confirmed as they make up your agreement with us. A contract exists between us as soon as we have issued our Booking Confirmation to you. Please inform us immediately if you notice any discrepancy in your Booking Confirmation.

The terms contained below do not affect your statutory rights.

It is recommended that you take out sufficient travel insurance to cover you for your total stay, including cancellation cover.

Definitions

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

Accommodation: Rufus's Roost Treehouse.

Booking: your request for us to arrange the Accommodation on your behalf.

Booking Confirmation: our acceptance of your Booking.

Event Outside Our Control: any act or event beyond our reasonable control, including without limitation strikes, lock-outs or other industrial action by third parties, civil commotion, riot, invasion, terrorist attack or threat of terrorist attack, war (whether declared or not) or threat or preparation for war, fire, explosion, storm, flood, earthquake, subsidence, pandemic, epidemic or other natural disaster, or failure of public or private telecommunications networks.

Estate: Baxby Manor, Amplecarr, Husthwaite, York, YO61 4PW.

Terms and Conditions: these terms and any other terms or documents they refer to.

We/our/us/the property: Rufus's Roost Treehouse, Baxby Manor, Husthwaite, York, YO61 4PW.

You/your: You or the members of your party named on the booking form.

When we use the words "writing" or "written" in these Terms and Conditions, this will include email unless we say otherwise.

Changes to our Terms

1. Legislation governing the operation of the Estate may change from time to time. If this happens then we may need to update our Terms and Conditions. You will be able to find the latest version on our website: baxbymanor.co.uk.
2. if we make any significant changes to our Terms and Conditions after you have requested a Booking which will have, a materially adverse effect on your Booking, we will give you the option to cancel with a full refund.

Events Outside Our Control

3. We will not be liable for compensation, or responsible for any failure to perform any of our obligations under these Terms and Conditions caused by an Event Outside Our Control.
4. If an Event Outside Our Control affects the performance of our obligations under these Terms we will contact you as soon as reasonably possible to notify you that:
 - a) We may cancel your Booking and refund your payments, or
 - b) We may arrange alternative Accommodation of an equivalent or higher standard at the Estate or on alternative dates which you may choose to accept. If you do not accept the alternative Accommodation, we will refund your payments.

The Booking

5. All bookings depend on the property and other arrangements being available.
6. The person who makes the Booking is responsible for the Booking and warrants that they are over 18 years of age and that the party will not exceed the numbers that the Accommodation can accommodate.
7. The person who makes the booking is responsible for making all payments due to us.
8. We reserve the right to refuse any Booking on reasonable grounds including that:
 - 8.1. It is not legitimate
 - 8.2. You are likely to breach these Terms and Conditions
 - 8.3. Information supplied by you in relation to your booking is incorrect
 - 8.4. You have behaved in a vexatious, abusive or unlawful manner to owners, suppliers or to our staff.
9. You can make amendments to your Booking either on our website or by contacting us directly on 07739 666079 as long as more than 14 days' notice before the date your booking is due to start is given. Whether we can meet your needs depends on site-specific consideration.
10. You may make an amendment to your Booking pursuant to paragraph 9 by contacting us prior to the start of your stay subject to availability. If you wish to amend your Booking the following will apply:
 - 10.1. we will be unable to refund the difference in price if your altered Booking is one for which we ordinarily charge a lower price at the date we receive notice from you that you wish to amend.

- 10.2. You will also have to pay us the difference in price if the altered Booking is one for which we ordinarily charge an additional amount at the date we receive notice from you that you wish to amend.
11. Provided the Accommodation is available and we have received all the relevant payments from you, we will give you written confirmation as soon as is reasonably practicable. This confirmation will show your booking details, the amount paid and amount due and owing. This written confirmation commences your contract with us.
12. If you or any member of your party has any medical problem or disability that may affect your booking, please tell us before you confirm your booking and give us full details in writing as early as possible before you travel. We will make every reasonable effort to accommodate for their needs and will provide a full refund where this is not possible.

Checking in and checking out

13. Your accommodation will be available from 4 pm on the day of arrival unless we tell you otherwise on your Booking Confirmation.
14. On arrival guests should follow the check-in instructions sent to them via email 24hrs prior to arrival.
15. You must check-in for the Accommodation at either Baxby Manor or, at The Hideaway (as per email instructions), before 8pm on the agreed day of your arrival. Guests are asked to advise us if they do not expect to arrive by 8pm to ensure someone will be around to greet you upon your arrival. If this is the case, please contact the Estate on 07739 66079 or info@baxbymanor.co.uk.
16. If you have not arrived by 11pm on the holiday start date and you have not contacted us to inform us of late arrival, then we will treat the holiday as having been cancelled and may retain the total costs you have paid for the Booking.
17. Check out is by 10am on the date of departure.
18. All Accommodation should be left clean and tidy and 'as found' on departure. Where this is not done, the Estate shall be entitled to take appropriate action in accordance with paragraphs 110 and 112.
19. You will not be entitled to receive a refund if you depart before the end of the booked holiday, save where we have breached the terms of this contract with you.

Occupiers of the Accommodation

20. At the time of making your Booking, you must provide us with the names and addresses of all persons intending to occupy the Accommodation for the duration of your Booking.
21. Only you and the persons named on your Confirmation of Booking will be entitled to occupy the Accommodation for the duration of your Booking. We reserve the right to refuse entry to any person who is not named in your Booking.
22. You are responsible for the behaviour of all persons in your Booking and any visiting guests, including any children, and for ensuring they comply with these Terms and Conditions.

23. You must ensure that any children in your Booking are properly supervised by a responsible adult at all times so that they do not cause a nuisance or danger to themselves or others.
24. Any visiting guests must have a valid day pass to enter the Estate: please inform us at least 24 hours in advance of visitors. We require visitor names, addresses and contact numbers of all persons on site, to meet our Fire Regulations.

Your Accommodation

25. The transfer or sub-letting of the Accommodation is not allowed.
26. Prior consent must be obtained by the customer, from a member of the site staff if they intend leaving the Accommodation unoccupied overnight. A current, contactable mobile phone number is recommended to be left with the site staff.
27. The owner is allowed to 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, the owner's own terms and conditions or any other terms that apply to your booking and/or the property.
28. You agree to allow the owner (including workmen) access to the Accommodation as required.
29. All Accommodation prices are for the property as a whole and are not on a per person basis. The Accommodation is for a maximum of 6 persons.

Antisocial behaviour

30. The Estate asked that you leave the property in a similar condition as you found it when you arrived; this means making sure all crockery/pots/pans/etc are clean and put away, rubbish taken out and place used towels in the shower. You may need to check and sign an inventory of the Accommodation and its contents on arrival at the Accommodation.
31. By making a booking with us you have entered a contract in which you have undertaken, on behalf of yourself and the people in your party (including children), to adopt the following standards of behaviour:
 - 31.1. To act in a courteous and considerate manor towards us, our staff and other guests.
 - 31.2. To supervise children properly so that they are not a nuisance or danger to themselves or others.
32. If during your stay with us:
 - 32.1. Your behaviour is antisocial or in our reasonable opinion is likely to spoil the enjoyment of the Estate for others or cause damage to property; or
 - 32.2. You behave aggressively or abusively towards our staff or visitors to the Estate; or
 - 32.3. You cause excessive noise,you will be required to leave immediately in which event you will not be entitled to a refund.

If, prior to your stay it is reasonable to believe that you may engage in antisocial behaviour on our Estate we may cancel your Booking and refund payments you have made to us.

33. You further agree that you will not:

- 33.1. Commit any criminal offence at the park or undertake any criminal activity
- 33.2. Commit any acts of vandalism or nuisance
- 33.3. Keep or carry any firearm or any other weapon at the park
- 33.4. Use any unlawful drugs
- 33.5. Create any undue noise or disturbance
- 33.6. Carry on any trade or business while on the park

Noise

34. Noise must be kept to a reasonable level at all times so as not to disturb the enjoyment of others. Please keep noise to a minimum between 10pm and 7am.
35. We ask that you please keep all music to a low level. In the interests of others, and the surrounding wildlife, please keep music and noise to a minimum outside. We do not all have the same taste in music...!

Children and safety on site

36. It is the responsibility of parents and guardians to ensure children are supervised at all times whilst on site and around the adjacent stream and woodland. The stream that runs parallel to the site is un-fenced, has steep banks and deep pools of over 4 feet in places. Children are not the responsibility of Baxby Manor and cannot be held responsible should any harm befall them or anyone else in your party unless the park is at fault.

Pets

37. You must not keep any pet or animal at the site.
38. Nothing in paragraph [36] of these Terms and Conditions prevents you from keeping an assistance dog if this is required to support your disability and Assistance Dogs UK or any successor body has issued you with an Identification Book or other appropriate evidence.

Price, payment and deposit

39. The price of the Accommodation will be set out at the time we confirm your Booking. Prices may change at any time but price changes will not affect Bookings already confirmed with you. These prices include VAT.
40. If the rate of VAT changes between the date you submit your Booking and the date we send you a Booking Confirmation, we will adjust the rate of VAT that you pay, if applicable, unless you have already paid in full before the change in the rate of VAT takes effect.
41. Payment must be made online via the website.
42. We will send you a reminder to pay the outstanding balance 10 weeks prior to arrival.

43. If you do not pay when you are required to do so then we may cancel your Booking and retain your deposit.
44. Once your Booking is confirmed you are responsible for payment of the full amount.
45. It is always possible that, despite our best efforts, your Accommodation may be incorrectly priced. We will normally check prices before accepting your Booking so that, where the correct price at your Booking date is less than our stated price at your Booking date, we will charge the lower amount. If the correct price at your Booking date is higher than the price stated, we may contact you for your instructions before we accept your Booking. If we accept your Booking where a pricing error is obvious and unmistakable and could reasonably have been recognised by you as a mispricing, we may end the contract and refund you any sums you have paid.
46. In order to confirm your booking, you must first pay a minimum non-refundable deposit of 30%. The remaining balance of the price of your holiday booking must be paid at least 10 weeks (70 days) before the first day of your holiday. We also require a £250 damage deposit to be paid upon booking. There is a 14-day cooling off period from the date of booking.
47. If your holiday is due to start within 70 days of the date on which you made the booking, then you are required to pay the full price of your holiday at the point of booking.
48. The onus is on you to ensure that the balance is paid on time. If you fail to pay the balance of the price of your holiday within the timeframes stipulated in clauses 45 and 46 above, then we may treat this as a cancellation of the holiday booked by you.
49. Your balance is due not less than 10 weeks before the start of your stay. If payment is not made by this date, we are entitled to assume that you want to cancel your booking.

Providing Accommodation

50. We will supply the Accommodation to you from the date set out in the Booking Confirmation, for the named individuals stated on the Booking Confirmation with the additional services set out in the Booking Confirmation.
51. We will make every effort to provide the Accommodation. However, we may be unable to do so due to an Event Outside Our Control.
52. We may have to make minor changes to the facilities, and some may be unavailable due to maintenance at any time so please enquire about their availability before you book.

If there is a problem with the Accommodation

53. In the unlikely event that there is any problem with the Accommodation or the Estate, please tell us as soon as reasonably possible and please give us a reasonable opportunity to put it right, we will use every effort to repair or fix any defect as soon as reasonably practicable.
54. If any problem with the Accommodation or the Estate which is our fault means we are obliged to cancel your Booking, we will refund payments made for Accommodation not yet provided to you.

55. As a consumer, you have legal rights in relation to this agreement. Advice about those rights is available from Citizens' Advice Bureau or Trading Standards. Nothing in these Terms and Conditions will affect these legal rights.
56. If you have any questions or complaints about the services, please contact us. You can contact us by telephoning our consumer service team or by writing to us or speaking to a member of staff at the Park.

Vehicles

57. The speed limit on the Estate is 10 mph.
58. Vehicles on site must have a current and valid road fund licence and insurance. Drivers of vehicles, including motorcycles, must hold a full current driving licence to drive on site. All vehicles must conform to the Road Traffic Act 1988 and have current tax, MOT, and insurance. The provisions of the Highway Code apply to the roads on the park.
59. Vehicle movement should be kept to a minimum between 10pm and 7am.
60. All cycles should have appropriate lighting if used at a time when it would be required.
61. Children must ride their bicycles safely and with consideration of other guests around the site-not crossing other pitches, causing disturbance to guests or cars arriving/ departing from site.
62. Essential repairs can be carried out so that an unserviceable vehicle can leave site, however, general maintenance and servicing is not allowed.
63. Vehicle and/or unit washing, is not allowed.
64. Guests are not allowed to bring lorries or other commercial vehicles on to the park. This includes towing vehicles.
65. No recreational vehicles can be used on the Estate. This includes motorised scooters.
66. No mechanical or repair work is to be undertaken on the park.

Trading

67. Trading and commercial advertising is not allowed, no advertising notices should be displayed on a unit.
68. A firm's car or van, which has the firm's name and description on the sides, is acceptable at sites.

Recreation

69. Please be considerate of others when playing Ball games, Frisbee, or cricket.
70. For safety reasons the flying of model aircraft, drones, and kites is prohibited.

Hot Tub

71. Please use the hot tub with caution.

72. Please be aware that the Hot Tub does need to be maintained regularly so as to provide a safe and enjoyable experience for all users. This may mean that the Hot Tub is occasionally temporarily unavailable.
73. You use the hot tub at your own risk. Prior to using the hot tub, all users must watch the Hot-tub information video on the tablet provided in the treehouse.

Sanitation

74. To avoid damage to our sewerage system you must not introduce any foreign items into the drainage system including cleaning cloths, babies' nappies, sanitary product, or condoms. Please use the sanitary bins provided.
75. Rubbish should be recycled wherever possible. Recycling facilities are available on site.

Fire

76. The fire assembly point is located in the car park.
77. Camp-fires are not permitted other than in the fire rings provided. Wood is provided for the log-burner and outside fire pit. Scavenging for wood anywhere on the Estate is prohibited, please only use the wood provided.
78. Cutting or damaging trees and other vegetation is strictly prohibited, and the natural conditions are not to be disturbed. This includes tying ropes to, or driving nails into trees.

Barbecues and Pizza oven

79. Do not use barbecues or hot plates on any type of garden furniture.
80. Guests must use the fire-pit and log-fired pizza oven provided. Do not leave any fires/hot ashes unattended. Please ensure these are fully extinguished and left in the fire-pit/pizza oven.

Lost Property

81. All items of lost property will be retained for one calendar month.
82. Items not claimed after this period will be donated to a local charity or church close to the site, this includes any monies.
83. Any items that are not of use to any of the local charities will be disposed of.
84. Anything where the owner is readily identifiable will be either directly returned to the owner if still on site or contacted by phone if possible.
85. Owners are responsible for the cost of reclaiming their goods. The following items are excluded from this policy:
 1. Credit or Debit cards. Reported to the card issuer. The card issuer will then advise what further action is necessary.
 2. Items where there is any suspicion of danger to employees or to the public. The police will be contacted immediately in such circumstances for advice.
 3. Any item that has clearly been abandoned.

4. Where items of property are claimed the claimant should be expected to provide a description of the items lost. The claimant must sign for all items claimed and record their full name and address.
83. These entire Terms and Conditions are governed by English law. You and we both agree to submit to the jurisdiction of the English courts.

Your rights to cancel and receive a refund

84. You may cancel your Booking at any time.
85. You are the named person who made the booking and are responsible for the booking. If any of your guests are unable to attend, your booking still stands. Your party may attend in reduced numbers (ie: if members of your booked group are ill) or you, as the named person responsible for the booking, may substitute replacement guests, subject to approval in advance. Please contact us to discuss any guest changes.
86. If you need to cancel your Booking, please contact us as soon as possible in writing. We would be very sorry to hear of your need to cancel your arrangements and will happily discuss alternatives with you. Should you wish to cancel your holiday, you will be charged the appropriate cancellation fee as below.
87. By making a booking, you agree that this refund, cancellation, and amendment policy will apply to your booking.
88. We shall refund you the following percentages of the total Accommodation price, including extras (less a £30 administration charge) depending on the date we receive your request to cancel:
 - a) Cancellation more than 70 days before first day of booking – 100% of the total Accommodation cost excluding the 30% non-refundable deposit. The deposit is non-refundable as it covers costs incurred and services provided to enable your Booking. These include, but are not limited to, marketing and PR, property inspection fees, Owner management, booking management, credit card fees and customer service.
 - b) Cancellation between 69 days and 43 days before first day of booking - 50% of the total Accommodation price (excluding the 30% non-refundable deposit)
 - c) Cancellation between 42 days and 29 days before first day of booking - 75% of the total Accommodation cost (less the 30% non-refundable deposit)
 - d) Cancellation between 28 days and 8 days before first day of booking – 90% of the total Accommodation cost (less the 30% non-refundable deposit)
 - e) Cancellation less than 7 days before first day of booking – no refund.
89. You may cancel the contract at any time and receive a full refund of all the payments you have made to us by giving us notice if any of the following occur:
 - a) we break this contract in any material way and we do not correct or fix the situation within a reasonable period; or
 - b) we change these Terms and Conditions to your material disadvantage.
90. No refund will be payable for leaving your holiday early, unless we are in breach of our contract which has resulted in your early departure.

Cancellation

91. We recommend that you take out enough travel insurance to cover you for your total stay, including cancellation cover.
92. If you wish to cancel your booking reservation you must let us know immediately by
 - 92.1. telephone on 07739 666079; **and**
 - 92.2. sending written confirmation to us, including a copy of your invoice/booking confirmation, by email to info@baxbymanor.co.uk.
93. Your cancellation will be effective from the date which we receive your written notification.

Postponement, Insurance and cancellation

- 94. Holiday Cancellation Insurance. PLEASE take out insurance! We cannot stress this strongly enough. For your convenience we have provided a link to Compass Holiday Cancellation insurance:**

[CLICK HERE](#)

95. We promise to keep all our customers safe. We ask you not to book if the law prevents you visiting or staying with us, or if Government guidance means that you should not visit or stay with us even if the law still allows you to. Our promise also means that there are limited circumstances in which we may need to cancel your holiday.
96. We may cancel the contract for the Accommodation at any time with immediate effect if:
 - 96.1. You do not pay us when you are supposed to; or
 - 96.2. You are in breach of these Terms and Conditions in any other material way and you do not remedy the situation within a reasonable period after we ask you to; or
 - 96.3. We have reasonable grounds to believe that the booking is not legitimate; or
 - 96.4. The booking information you provided with us is incorrect.
97. Amendments to existing bookings will incur an amendment charge of £12.00. If you want to amend your booking, you must notify the Estate as soon as possible. Subject to availability, amendments to your booking can be made up to three days before your arrival at the site.

Other important Terms

98. We may transfer our rights and obligations under these Terms and Conditions to another organisation and we will always notify you in writing if this happens, but this will not affect your rights or our obligations under these Terms and Conditions.
99. This contract is between you and us. No other person has the right to enforce any of its Terms.

100. Each of the paragraphs of these Terms and Conditions operates separately. If any court or relevant authority decides that any of them are unlawful, the remaining paragraphs will remain in effect.
101. If we fail to insist that you perform any of your obligations under these Terms and Conditions, or if we do not enforce our rights against you, or if we delay in doing so, that will not mean that we have waived our rights against you and will not mean that you do not have to comply with those obligations. If we do waive a breach of these Terms and Conditions by you, we will only do so in writing, and that will not mean that we will automatically waive any later breach by you.

Our contract with you

102. When you submit a Booking to us this does not mean that we have accepted it. We may or may not do so. If we are unable to supply you with the Accommodation, we will inform you of this and we will not accept the Booking and refund payments you have already made.
103. Please check your Booking Confirmation carefully as soon as you receive it and inform us of any discrepancies. If any are our fault, we will do our best to remedy the situation.
104. If we are unable to accept your Booking, we will inform you of this and will not charge you. This might be because the Accommodation or essential facilities are unavailable, or we have identified an error in the price or description of the Accommodation.
105. These Terms and Conditions apply whether you make a Booking via our website, by email, post, telephone or in person.

Changes to our facilities and services

106. We may make reasonable changes to the facilities and services at the Estate provided these changes do not materially reduce their quality. Our changes may reflect changes in relevant laws and regulatory requirements or implement minor technical adjustments and improvements, for example to address a health and safety risk.
107. If we make changes to the facilities and services at the park which materially reduce their quality, we will give you the choice between confirming your booking, agreeing new booking dates with us or cancelling. If your holiday has not started and you decide to cancel, then we will refund your booking in full. If your holiday has started, then we will refund in full any days unused when we cancel. We will not charge an administration fee, and we will not deduct any Direct Costs.

Liability

108. Every care is taken to ensure that all brochure information is accurate at the time of going to press. Estate photographs are taken at our Estate, and are intended for guidance only. Layout plans and artist's impressions are for illustrative purposes only. Not all facilities and activities are identical at all Parks. Due to operational circumstances, activities may sometimes be withdrawn. All maps shown are for

representation only and mileages shown throughout the brochure are approximate and depend on the route taken.

109. We do not accept liability for any personal injury, loss or damage that may be sustained by you or any members of your party during your booking, except if it arises in connection with negligence caused by the company, its servants or agents.
110. Please look after your Accommodation and the Estate facilities so that they may be enjoyed by all. You must leave the Accommodation clean and tidy on the day of your departure otherwise you may incur an additional cleaning charge. You must report any accidental damage to reception immediately, so that we can make a repair or replacement.
111. You are responsible for and agree to reimburse to the owner any breakages or damage in the property caused by you or members of your party. We can ask for an extra payment from you to cover such costs above and beyond the £250 damage deposit
112. We inspect the Accommodation between your departure and the arrival of the next guest. You may be charged for loss or damage caused by you.
113. If we fail to comply with these terms, we are responsible for loss or damage you suffer that is a foreseeable result of our breaking this contract or our failing to use reasonable care and skill, but we are not responsible for any loss or damage that is not foreseeable. Loss or damage is foreseeable if either it is obvious that it will happen or if, at the time the contract was made, both we and you knew it might happen, for example, if you discussed it with us during the sales process.
114. We do not exclude or limit in any way our liability to you where it would be unlawful to do so.
115. We will make good any damage to your Lodge and other property caused by our breach of this contract. However, we are not responsible for the cost of repairing any pre-existing faults or damage to your Lodge or property that we discover while providing the services.
116. We are not liable to you for any losses suffered or damage caused to the Accommodation or other property by a Holidaymaker, their guests or third parties.
117. We only supply the services for domestic and private purposes. If you use the services for any commercial or business purpose we will have no liability to you for any loss of profit, loss of business, business interruption, or loss of business opportunity.

Complaints

118. If you have a complaint about anything during your holiday, please raise it with a member of our staff immediately. We suggest, where possible, that you try and complete a report about the complaint while you are on holiday. If you wish to pursue the complaint with us following your departure, then please write to us within 28 days of your departure to info@baxbymanor.co.uk.

119. We have a complaints procedure to make sure we can sort out complaints as quickly as possible. Please help us help you by following this procedure. If you fail to do so, this may affect your entitlement to claim compensation if this would be appropriate.

How we may use your personal information

120. We will use the personal information you provide to us to:

120.1. Provide the Accommodation.

120.2. Process your payment to us.

120.3. Inform you about similar Accommodation, offers or products that we provide or arrange on behalf of our private owners, but you may stop receiving this information at any time by contacting us.

121. We will not give your personal data to any third party unless the law requires us to do so.

122. Your personal information may, for operational reasons, be held overseas.

123. Where your booking includes arrangements and accommodation located overseas, we will have to send your personal data overseas to enable owners/service providers to provide your booking. Where this results in personal data being sent to a country outside the UK you accept that rules on data protection may not be so stringent as in the UK.

124. For more detailed information about how we use personal information, please see our Privacy Policy which can be found on our website.