

These Terms and Conditions (the "**Terms**") are legally binding and contain the agreement between all guests (including, where applicable, their invited day visitors) ("**guest(s)**"/"you"/"your") staying at Home Farm Glamping, which is located at Aldenham Rd, Elstree, Borehamwood WD6 3AZ ("**Home Farm Glamping**") operated by Home Farm Glamping Limited ("**HFG**"/"we"/"us"/"our").

Please read these Terms carefully as they are deemed accepted by you (on your behalf and on behalf of everyone for whom you are purchasing a ticket) upon purchase of your tickets to the Event. They should be read in conjunction with the terms and conditions of the authorised ticket agent from which you purchased your ticket which can be found on the ticket agent's website. Home Farm Glamping uses All Events to list in-house events on, but this may differ if tickets are sold by a supplier.

We reserve the right to vary these from time to time without notice and at our sole discretion. Updates will be published on the website.

Please note that a number of experiences hosted at Home Farm which are not *At Home Farm* events (e.g. bat walks) are operated by third party events providers (e.g. Herts & Middlesex Wildlife Trust). If you book an experience directly with one of our third party partners, their booking terms and conditions will apply and we shall not be responsible for the delivery of those events.

#### **GETTING HERE**

Our events take place at Home Farm, Aldenham Road, Elstree, Herts, WD6 3AZ ("Home Farm") which is close to tube and rail links and an easy drive or taxi ride from many parts of London and the Home Counties. Please plan your journey and allow plenty of time to find us.

#### ACCESSIBILITY AND ALLERGIES

Our site is a rural venue, therefore all accessibility requirements will need to be discussed in advance. Please contact info@homefarmglamping.com to discuss accessibility requirements as soon as possible and we will use all reasonable endeavours to assist.

Should you be attending an event where food is included in the ticket (including supper club events or any workshop where cakes may be included), you must notify us with as much notice if you have dietary restrictions or allergies. We may not be able to cater for all dietary restrictions depending upon the nature of the Event.

**GROUPS** 

The guest making the booking, when booking on behalf of other people, is responsible for circulating these Terms to their party and making sure that they have read and understood them, particularly Terms which relate to Covid-19, on-site checks, health and safety matters and accessibility requirements.

#### TICKET PURCHASE

Only guests holding a valid ticket will be admitted to the Event. You must retain your ticket on you at all times during the Event. If you are using a mobile ticket, it is your responsibility to ensure you have a sufficiently powered mobile device enabling you to show your ticket for the entire duration of the Event.

Tickets are not exchangeable or refundable but may be transferable (dependent on the event).

Tickets or other forms of rights to attend an Event are personal licences granted by us to ticket buyers which can be revoked and remain our property at all times.

You are prohibited from using your tickets as part of any promotion, competition, advertisement or give away, or as part of any product or service package, or for commercial gain, without our written permission. Any attempt to do so will result in your ticket (and the ticket of anyone in your party) being void (resulting in the ticket not being valid for entry, and, if you have already entered, ejection from the Event) without refund.

Home Farm Glamping is not liable for lost, stolen, damaged, altered or defaced tickets or wristbands. If you lose or damage your ticket or wristband, you will not be able to enter or re-enter the Event.

Ticket price and availability may be subject to change without notice prior to purchase.

Please only buy tickets through authorised sellers, and not from touts or unauthorised resale sites. If we are aware that you have bought tickets anywhere other than from official authorised outlets you may not be granted access to the Event without refund. We will not be able to help you if you have bought a ticket from an unauthorised source, as we will have no purchase history for the ticket.

# **ENTRY**

For your safety and the safety of other guests, we reserve the right to conduct a security search of guests, their clothing, bags and any other items that we reasonably consider necessary both at the entrance gates to the Event and generally during the course of the Event. Refusal to consent to such searches will result in the non-consenting ticket holders being denied entry (resulting in the ticket not being valid for entry, and, if you have already entered, ejection from the Event) without refund.

### **CHILDREN**

Some Events are not suitable for children, so please check the entry requirements on the event listing before purchasing tickets.

We do not accept any parental or guardian duty for anyone attending an Event under the age of 18 and we strongly advise anyone below the age of 18 to obtain permission from their parent or guardian before attending an Event.

We welcome families to our Events, and we pride ourselves in providing a stimulating environment for children. We are, however, a working farm - Tykes Water Lake is in close proximity to the Event site and there are other hazards within the Home Farm estate which could cause harm or injury to children. It is your responsibility to always make sure your children are safe and they must be accompanied by an adult at all times. Please also see "Warning" section for further details.

#### PROHIBITED ITEMS

Under no circumstances may you bring any of the following items on to the Event site:

pyrotechnics, fire, explosives (including fireworks), candles, Chinese lanterns, flares, gas canisters, camp-fires,

weapons or replica weapons (or anything that could reasonably be considered a weapon),

illegal drugs, legal highs (inc. Nitrous Oxide), associated paraphernalia,

amplifiers, airhorns, megaphones, klaxons

glitter, balloons, confetti, party décor, lasers, laser pens.

roller-skates, skateboards, scooters, personal motorised or non-motorised vehicles other than wheelchairs;

any other items that may be considered dangerous or inappropriate in an events environment including but not limited to: glass, spray cans, large golf umbrellas, furniture such as parasols or gazebos, flags, or banners, hi-visibility tabards;

any prohibited items listed on our website from time to time;

any other items which we or our security providers reasonably consider could pose a threat to the health and safety or enjoyment of any other guests.

#### DAMAGE/BREAKAGES

You must ensure that neither you nor your property cause any damage to Home Farm or any of our property on it, the Event site, any property belonging to other guests or persons at the Event or cause any injury to anyone at the Event or otherwise on the Home Farm site.

Please report any damage or breakages as soon as possible so that we can carry out all necessary inspections. We understand that accidents happen but often damage is made a lot worse by being left without being repaired or cleared up until after our staff find it. Small accidental damages or breakages of a minor nature will not normally be charged for, however we reserve the right to pass on charges to guests in our discretion for any damage or breakages caused.

You are responsible for any damage or injury caused by you, your guests or your property and you agree to pay to us on demand the total amount of any losses, costs, claims, expenses or damages that we suffer or incur arising out of any such damage or injury.

You are responsible for taking away your rubbish with you or leaving it in bins provided.

Please always be respectful of the Home Farm Estate and its wildlife whilst on site.

#### NUISANCE

You must be respectful of all other Event guests and staff and those otherwise on the Home Farm site, including within our Home Farm Glamping accommodation and our neighbouring residents at all times whilst onsite at Home Farm and coming to and from the site.

We are create a relaxed and natural atmosphere within and family-friendly place, located close adjacent to a boarding school and other residential properties, so any anti-social behaviour of any sort is not permitted including, but not limited to, loud noise and moreover nuisance will not be tolerated at any time, particularly after 11pm when all guests not staying at Home Farm Glamping must have left the site.

You must respect other Home Farm guests at all times. Any bullying, harassment, discrimination or mistreatment of any other guests based on their age, sex, gender, gender reassignment, sexual orientation, race, religion or disability will not be tolerated. You must not use threatening, abusive or insulting words or mannerisms to any other guests.

Guests who in our reasonable opinion are causing nuisance or affecting the enjoyment of other guests or putting their own health and safety or that of other

guests at risk may be asked to leave the site immediately and will not be offered a refund.

In the event that Home Farm Glamping receives a fine or is subject to any legal proceedings which require it to incur costs and expenses and pay any damages or if we otherwise suffer any financial loss which is attributable to your/your groups' behaviour on site at Home Farm or when leaving the site and making your way home, for example, from the local council due to a noise or antisocial behaviour complaint(s), we reserve the right to recharge all such losses to you and you agree to pay the total sum of all such monies which we lose or are required to pay as a result of your behaviour or that of your group.

#### COVID-19

In light of the ever-changing situation relating to the Covid-19 pandemic, we will update our website with any Covid-19 related terms and conditions and guidance on an ongoing basis. Please check our website closer to the Event. We reserve the right at our absolute discretion and without payment of refund or any other compensation to amend these Terms from time to time in order to ensure that the Event complies with all applicable laws, regulations, rules, orders, guidance (whether or not having the force of law) and any other requirements relating to Covid-19 issued by the UK Government or any other competent authority. Such measures may include, without limitation, wearing of face masks, social distancing measures, proof of Covid-19 status.

We could be subject to spot checks with fines if the Event fails to comply with COVID-19 related rules. Therefore our staff and Event managers reserve the right to enforce government rules onsite all the while restrictions are in place (e.g. dispersing groups if they exceed limits). If our team reasonably believe that the rules are being broken or our guests or staff are being put at risk, they will ask guests breaking the rules to leave the site without a refund. Furthermore, we reserve the right to pass on any government or local authority fines we receive related to such breaches to you and your party.

## LIABILITY FOR YOUR BELONGINGS

Please keep your personal belongings with you at all times. We accept no liability for any loss or damage to guests' belongings whilst at our Events, including but not limited to within cars unless caused by our gross negligence. We strongly discourage guests from bringing any valuable items to the Events.

#### WARNING

The Events take place at Home Farm which forms part of a working farm containing live animals, and other hazards including but not limited to: a large

stretch of deep open water close to and accessible from the Event site, uneven ground, fallen branches, other trip hazards such as logs, barbed wire, bites from insects and scratches from plants and fauna.

Any specific seasonal warnings which apply at the time of your visit will be signposted at premises.

The perimeter of the Event site and the access and egress routes to the Event site and W.C. facilities will be clearly identified to you upon arrival and whilst you are at Home Farm, so please do not leave the designated areas at any time prior to, during or after the Event. Climbing on Home Farm Estate infrastructure (such as fences or walls) or woodland landscape (such as trees) and swimming in the lake is strictly forbidden. Anyone found breaching the requirements of this section may be asked to leave the Home Farm estate immediately and will not be offered a refund.

You should take reasonable precautions to avoid suffering injury, including, without limitation, wearing sensible shoes and taking care in areas where ground is uneven or has been affected by adverse weather.

The Event is an outdoor event. Please bring suitable clothing and footwear. No refunds will be given due to inclement weather unless the Event is canceled entirely.

In attending an Event, guests confirm that they are aware of the risks associated with attending the Home Farm estate and agree that neither Home Farm Glamping, the Gibbs Family Investment Company Limited ("GFI"), any entity under common ownership with Home Farm Glamping or GFI (together the "Home Farm Companies") nor any of their directors, employees, agents, workers, consultants or shareholders ("Representatives") shall be liable for any accident, injury, loss or damage sustained by any guest, their family, visitors, animals, vehicle or personal effects however caused unless due to the gross negligence of the Home Farm Companies or their Representatives.

### **SMOKING**

Smoking outdoors during Events is permitted only in designated smoking areas. Please collect any cigarette butts and dispose of them appropriately. Smoking is not permitted next to or in close proximity to the stage or within the woods under any circumstances.

Anyone found smoking in non-designated areas may be asked to leave the site immediately and will not be offered a refund.

You will be responsible for the costs of any damage caused by your smoking and for any fines which may be charged to us as a result of you smoking outside of the designated smoking area.

#### **ANIMALS**

Although we dearly love animals, for health and safety reasons and because we are a working farm, unfortunately you cannot bring any animals onto the Home Farm whilst attending our Events unless they are assistance dogs and we have agreed in advance that you may bring them.

# **UNAVOIDABLE CLOSURES**

In the event of extreme weather, or for any other reason outside of our reasonable control, we reserve the right to cancel the Event if we feel it is unsafe, illegal or impossible to allow it to take place or to allow you access to Home Farm or the Event site. Where the Event is cancelled or postponed for reasons outside of our control the provisions below will apply in relation to entitlement to refunds.

#### TRADING AND COMMERCIAL ACTIVITY

You cannot carry out any trading, marketing or commercial activity at the Event unless authorised in writing by Home Farm Glamping to do so.

# **COMPLAINTS**

We hope that you enjoy your time at Home Farm and the Event, and have no reason to complain, but should you wish to raise anything with us please do so before you leave the Event site. It is very difficult to deal with complaints made after the Event.

#### FILMING, PHOTOGRAPHY AND CCTV

Unauthorised photography, video, audio recording and transmission of the Event, the performers and the performance for professional purposes or financial gain is strictly forbidden.

Professional audio and video equipment and drones are not permitted to be brought to the Event.

Guests attending our Events consent to being photographed, filmed and sound recorded as an audience without payment, and to their image being exploited in any and all media for any purpose at any time throughout the world by Home Farm Glamping or those licensed by us to carry out filming and those recordings shall own the copyright in all such recordings. If you attend the Event with a child

under 16 you give the your express consent on their behalf to the terms of this section 19. All personal data will be processed in accordance with our Privacy Policy.

CCTV will be in operation across the Event site and Home Farm generally. Images are recorded for the prevention of crime and disorder. If requested, images will be passed directly to the police.

#### **REFUNDS**

We may alter or vary the published Event programme which may result in changes to the some elements of the line-up, start and finish times of the Event, facilities or locations of facilities at the Event, or any other aspect of the Event (including without limitation, the venue). Neither we nor our authorised ticket agents will be liable to you or any other person for any refunds or other costs, expenses or other losses resulting from such alteration, unless it is a Material Alteration which gives a right to a refund in which case our only liability will be to issue a refund.

A "Material Alteration" is a change which in our reasonable opinion makes the Event materially different to the Event which all ticket purchasers, taken generally, could reasonably expect as judged by reference to the nature and billing of each Event.

You will only be entitled to a refund of any tickets you have purchased directly from us or through our authorised ticket agents, in the following circumstances: i) if the Event is cancelled in full ii) if the ticket is for an Event which is postponed entirely and the Event is rescheduled to another date unless you elect to use your existing tickets for the rescheduled Event in the event of a Material Alteration which gives you the right to a refund under applicable law; iv) as otherwise required under applicable law.

Where the Event is rescheduled to another date, you may elect to use the existing ticket for the rescheduled Event in which case you will not be entitled to a refund.

Where the cancellation takes place part-way through the Event, any entitlement to a refund of part of the face price of the ticket will be determined at our reasonable discretion.

Unless the authorised ticket agent states otherwise, all refunds will be for the face value of the tickets purchased (or proportionate amount where we agree to refund you for an Event cancelled part-way through) only and you will not be entitled to a refund of booking fees, transaction charges or delivery costs. Personal arrangements including travel, subsistence and accommodation in relation to the Event which have been arranged by you are made at your own risk and neither the authorised ticket agent nor Home Farm Glamping will have any liability for any such loss of enjoyment or wasted expenditure in the case of a cancellation, postponement or otherwise.

A Ticket will not be exchanged or refunded if it is used for entry into the Event unless any of the circumstances.

Ticket refunds will be processed by the authorised ticket agent from whom you purchased a ticket. Either we or the relevant ticket agent will provide details of the refund process and deadlines for making a claim either through our websites, social media, the media or directly or, alternatively, we may direct you to the refund policy in the ticket agents' terms and conditions. Any failure to follow the process and comply with the deadlines or the refund policy of the relevant ticket agent from which you purchased the tickets or any breach of these Terms may result in the refund not being made. Refunds will only be made to the person who originally purchased the tickets. We will not be responsible if any unauthorised ticket agent from whom you purchased tickets refuses to refund them.

It is your responsibility to check that the Event has not been cancelled, rescheduled or suffered a Material Alteration. Information on such matters will be made available on behalf of Home Farm Glamping as soon as reasonably possible on the website or social media platforms. Guests are advised that the website and social media platforms cannot always be updated immediately and that circumstances giving rise to cancellation, postponement or Material Alterations can sometimes arise immediately prior to an Event. We advise you to check before you travel.

Promotions, deals or discounted offers are provided at our discretion. All such offers are subject to availability and may be withdrawn by us at any time. Retrospective refunds are not permitted against any offer or promotion advertised after a booking is made.

#### **FURTHER INFORMATION**

The Event is subject to licence.

Home Farm Glamping reserves the right to refuse you entry to and/or eject you from the Event. In particular but without limitation you may be refused admission to or removed from the Event for any of the following reasons: for health and safety or licensing reasons; if you behave in a manner which has or is likely to affect the enjoyment of other persons at the Event; if you use threatening, abusive or insulting words or mannerisms; if, in ours reasonable opinion, you are acting under the undue influence of alcohol or drugs; if you fail, when required, to produce proof of identity or age; if you refuse to comply with our security searches; if you breach these Terms; and/or if your ticket is void

Whilst every effort is made to ensure that the full, advertised event takes place, we reserve the right to change the published bill and/or running times without notification.

Any published start and finish times of a performance at an Event are estimates only and are subject to change. Home Farm Glamping shall not be liable for any change of a published start or finish time. It is your responsibility to make appropriate arrangements to ensure that you arrive at the Event in sufficient time (taking into account time required for queuing and searching to enter the Event) in case the Event or the performance you wish to see starts earlier than the published time or otherwise to ensure you are able to stay until the close of the Event or performance should you wish to if it overruns. We will not be responsible for making any refund or meeting the costs of any alternative travel arrangements or for any loss of enjoyment or other indirect loss as a result of an Event not running to the precise advertised times or for your late arrival at the Event.

We reserve the right to implement any restrictions/conditions deemed necessary before and during the Event to ensure the safe management of the site. You must at all times comply with any and all instructions given to you by Event staff and stewards.

# LIABILITY

You agree that the Home Farm Companies will not be liable to you for any loss, injury or damage to any person (including you) or property however caused (including by the Home Farm Companies or their Representatives) in any circumstances unless due to the negligence or wilful or malicious act of the Home Farm Companies or their Representatives.

You agree that the Home Farm Companies will not be liable to you for any indirect or consequential costs, claims, actual or alleged losses however they arise out of or in connection with the Event and/or Home Farm Glamping's

obligations under these Terms including, but not limited to, loss of profits, anticipated profits, savings, business or opportunity, or loss of publicity or loss of reputation, or opportunity to enhance reputation, or loss of contract or other economic or consequential loss arising from the performance (or any failure to perform) these Terms.

The Home Farm Companies will not have any liability to you whatsoever for loss or expenses incurred in connection with the Event or any cancellation of the Event, including, without limitation, costs of any personal travel, accommodation (including camping facilities) or hospitality arrangements made relating to the Event or the cancellation of the Event.

You agree that the Home Farm Companies will not be liable for any loss or damage to guests' belongings whilst onsite at Home Farm including but not limited to within cars unless caused by our gross negligence. Our liability for any such loss or damage will be limited to £250 per booking and as such we strongly discourage guests from bringing any valuable items to our Events.

#### **GENERAL**

To the fullest extent permissible in law, we may assign all and any of our rights and obligations under these Terms, provided that your rights are not adversely affected.

If any provision of these Terms is found to be invalid or unenforceable by a court, the invalid or unenforceable provision shall be removed or amended in such a manner as to make the rest of the provision(s) and remainder of these Terms valid or enforceable.

If we delay or fail to enforce any of these Terms it will not mean that we have waived our right to do so.

These Terms (including updates provided via our website) together with the ticket purchase terms and conditions set out the entire agreement between the parties in connection with the subject matter of these Terms and replace any previous terms and conditions, agreement or arrangement between you and Home Farm Glamping relating to the subject matter of these Terms.

English law will govern these Terms and the parties agree to submit to the exclusive jurisdiction of the Courts of England and Wales.