

1. Terms

1. These are the terms and conditions on which we take bookings for our campsite and/or our tours and/or our meeting and venues.
2. Please read these terms carefully before you make your booking with us. These terms tell you who we are, how we will take your booking, how the contract between you and us for your booking is formed, how you and we may change or end the contract, what to do if there is a problem and other important information. If you think that there is a mistake in these terms, please contact us to discuss.
3. Please note, some parts of these terms only apply to consumers and other parts only apply to business customers. We will make it clear if this is the case. You are a consumer if you are an individual acting for purposes that are wholly or mainly outside your trade, business, craft or profession. You are a business customer if you are acting for purposes relating to your trade, business, craft or profession, whether acting personally or through another person acting in your name or on your behalf.

2. Information about us and contacting us

1. We are M&P Property Investments Ltd trading as The Blue Pool Camping. Our postal address is The Blue Pool, Furzebrook Rd, Wareham, Dorset BH20 5AR.
2. You can contact us by telephoning our team on 01929 558150 or by writing to our team at info@thebluepool.co.uk or the address given in paragraph 2.1.
3. If we have to contact you, we will do so by telephone or by writing to you at the email address or postal address you provided to us when booking.
4. When we use the words “writing” or “written” in these terms, this includes emails.

3. Confirming your booking

1. To make a booking with Blue Pool Camping, you will need to pay the quoted price in full (as displayed on our website). Your booking is only considered to be accepted and confirmed when we contact you to confirm that we have accepted your booking (the booking confirmation) at which point the contract between you and us will be formed.
2. Confirmation will clearly state:
 1. what dates you have booked the campsite and/or tour.
 2. check in and check out times;
 3. any additional extras you have added; and
 4. the number of people camping and/or attending our tour.
3. Please ensure all the information on the booking form is correct before agreeing to these terms and making payment.
4. If we are unable to accept your booking, we will inform you of this and will not charge you for your booking. This might be, for example, because our campsite or venue is already booked,

because of unexpected limits on our resources which we could not reasonably plan for, because we have identified an error in the price or description of your booking, because we are unable to meet a date you have specified, or because we consider your proposed booking may damage our reputation or image – we do not accept bookings from any hen parties, stag dos or other large groups and do not permit groups who are under 18 years of age.

5. All customers to 'check-in' with the Estate Team at the Ticket Office at the Entrance to The Blue Pool before 6.00pm. Please contact us if you require a book in after this time.

4. If you are a business customer

1. This only applies if you are a business customer
2. If you are not a consumer, you confirm that you have authority to bind any business on whose behalf you book a tour and/or camping and/or venue.
3. These terms, the booking form, and the final details constitute the entire agreement between you and us and supersede and extinguish all previous agreements, promises, assurances, warranties, representations and understandings between us, whether written or oral, relating to its subject matter.
4. You acknowledge that in entering into the contract you do not rely on any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in these terms or any document expressly referred to in them
5. You and we agree that neither you nor us shall have any claim for innocent or negligent misrepresentation based on any statement in the contract.

5. Price & payment

1. Our confirmation indicates the total price of your stay, visit and/or tour. This will include any additional extras you have chosen to add.
2. We are also able to take payment from you by card, over the phone or provide you with a hard copy invoice. Your booking will not be confirmed until we have issued you with booking confirmation – see paragraph 3.1.
3. We accept payments made online, through our website, or over the phone.
4. All bookings are non-refundable, except in the circumstances detailed in our Terms and Conditions.

6. If you want to change to your booking

1. If you wish to make a change to your booking in any way, please contact us. We will let you know if the change is possible. If it is possible, we will let you know about any changes to the price of the booking, or anything else which would be necessary as a result of your requested change and ask you to confirm whether you wish to go ahead with the change. We will confirm any changes with you.

7. If we need to change or postpone your booking

1. Blue Pool Camping may change or postpone your booking:
 1. to reflect changes in relevant laws and regulatory requirements;
 2. make changes to the booking and/or services as requested by you or notified by us to you (see paragraph 6);
 3. to implement minor technical adjustments and improvements, for example to address a security threat; or
 4. in response to an event outside our control. You understand these changes may affect your booking.
 2. We will contact you in advance to tell you we will be changing your booking or postponing your booking, unless the problem is urgent or an emergency. You may contact us to end the contract for a booking if we postpone your booking and we will refund any sums you have paid in advance for the booking.
- 8. Arrival & departure times**
1. For camping, check in will be between 3pm – 6pm on the day of your arrival. *(Please contact us if you require a book in after this time.)* You must have checked out by 10am on the day you are due to depart.
 2. If you have booked a tour, you must arrive at the location specified on your booking confirmation no later than 15 minutes before the tour is due to start.
- 9. Entry & security**
1. During your booking period, we give you a non-exclusive right to enter and leave the grounds of The Furzebrook Estate, The Blue Pool may be accessed during opening hours only (usually 9.30am – 6.00pm) no access is to be made outside these hours, any attempt to do so will result in the loss of your security deposit and termination of your booking without refund. Nothing in the contract shall be considered to give you a tenancy, nor does the contract confer on you any right to exclude us or those acting on our behalf from The Blue Pool.
 2. For security reasons and other considerations relating to The Blue Pool & Furzebrook Estate, we may, at any time, and for any reason without us incurring liability to you or any third party:
 1. refuse entry to any person, vehicle or piece of equipment into The Blue Pool / Furzebrook Estate and/or its grounds; or
 2. remove any person, vehicle or piece of equipment from The Blue Pool / Furzebrook Estate and/or its grounds.
 3. You and your party must at all times comply with the security and health and safety rules governing conduct at our campsite and tour, as well as the instructions of our staff. Because of our rural location, natural hazards, like uneven and slippery surfaces, animal burrows, deep water ponds and ditches are common.

Please always exercise care around our campsite and on tours or whilst using our venues to prevent personal injury.

10. Campsite Rules

1. Not Applicable.
2. You and your party must at all times behave in such a way so as not to cause or likely to cause a nuisance or unreasonable disruption to other campers, our staff or to anyone else. Please be considerate towards our neighbour on Furzebrook Rd particularly at night or early morning.
3. If you or your guests refuse to, or appear to be unable to alter any aspect of behaviour that is unacceptable to us, we reserve the right to end the stay of the person(s) involved, you or all of your party.
4. All tents must be pitched not less than 5 metres apart, including any guy ropes. This is applicable to authorised visitors / campers only.
5. We do not allow amplified music at any time and all noise should be kept to a minimum between 10.00pm and 7.30am.
6. We do not permit any sky or Chinese lanterns to be released.
7. All rubbish must be cleared away prior to check out and your pitch must remain in a tidy condition.
8. All smoking (including e-cigarettes) is prohibited inside any site buildings and structures. Smoking is only permitted outside. You must ensure all cigarette butts are only deposited in the sand buckets provided. Please beware we are a high fire risk area and all precautions should be taken by you and your party. Please head all local bylaws and period restrictions.
9. Although we allow campfires and BBQs, these must **not** be placed directly on the grass or soil – please use the fire-pits provided. Firewood and kindling can be purchased from Ground Staff, or pre-ordered when you make your booking.
10. All fireworks and sparklers of any kind are strictly prohibited.
11. We strictly prohibit all swimming in the waters on The Blue Pool and Furzebrook Estate as a whole.
12. You and your party must agree to follow [the Countryside Code](#).

11. Tours (Further details to follow.)

12. Animals & pets

1. The Blue Pool / Furzebrook Estate is home to a large number and diverse range of wildlife (including free-roaming animals) and has been designated a SSSI and AONB. Animals need to be able to roam and interact with each other as freely as possible and are not domesticated animals or conventional farm livestock. In order to preserve the integrity of their herd behaviour and mentality, we ask that whether you are camping with us you do not approach, harm in any way, or try to touch or feed any of the animals.
2. Dogs are permitted on site but must be under strict control at all time. Should your dog create a nuisance or disturbance then we

reserve our right to terminate your booking and you maybe asked to leave the site without compensation. [Assistance dogs within the meaning of the Equality Act 2010 are exempt from this paragraph 12.] Dogs on leads only within the grounds of The Blue Pool Tourist Attraction.

13. Food & drink

1. You may bring food and drink (including alcohol) to your camping pitch.
2. Alcohol may only be consumed at your pitch and not within The Blue Pool attractions.

14. Wi-Fi

1. We provide free Wi-Fi in the Teahouse area. If you require use of the Wi-Fi, please ask one of our staff who will provide you with a network password.
2. You may not use our Wi-Fi network to:
 1. breach any applicable local, national or international law or regulation or to facilitate illegal activity;
 2. bully, insult, intimidate or humiliate any person;
 3. transmit any unlawful, harmful, defamatory, discriminatory (whether on grounds of race, gender, colour, religious belief, sexual orientation, or disability) or obscene material;
 4. transmit, or procure the sending of, any unsolicited or unauthorised advertising or promotional material or any other form of similar solicitation; or
 5. knowingly transmit any data, send or upload any material that contains viruses, Trojan horses, worms, time-bombs, keystroke loggers, spyware, adware or any other harmful programs or similar computer code designed to adversely affect the operation of any computer software or hardware.

15. Your rights to end the contract

1. If you are ending a contract for a reason set out further below in this paragraph 15.1 the contract will end immediately and we will refund you in full for any services which have not been provided and if you are a consumer, you may also be entitled to compensation. The reasons are:
 1. we have told you about an upcoming change to your booking which you do not agree to;
 2. we have moved your booking for technical reasons, or notify you we are going to move your booking for technical reasons.
2. Even if we are not at fault, you can still end the contract before your booking dates, but you will have to pay us compensation. If you want to end the contract in these circumstances, just contact us to let us know. The contract will end immediately and we will charge you, as compensation for the net costs we will incur as a result of your cancelling the contract, a percentage of the total

booking fee calculated as below, depending on the date on which you end the contract. You may also be charged an administration fee in respect of any refund due. We will advise you of any such fee prior to any refund being made.

More than 6 months before the date of your booking – 0%

Less than 6 months but more than or 8 weeks before the date of your booking – 25%

Less than 8 weeks but more than 2 weeks before the date of your booking – 75%

Less than 2 weeks before the date of your booking – 100%

How to cancel a booking with Blue Pool Camping

1.
 1. To cancel a booking with us, please let us know by doing one of the following:
 1. **By email.** Email us at info@thebluepool.co.uk Please provide your name, details of the booking and, where available, your phone number and email address.
 2. **By phone.** Call and speak to us at 01929 558150
 2. **Our rights to end the contract**
 1. We may end the contract for your booking at any time by writing to you if:
 1. we believe that your booking may include illegal acts or activities, which might contravene our operating licenses, or we consider that your booking may damage the reputation or image of The Blue Pool or Furzebrook Estate;
 2. you do not, within a reasonable time of us asking for it, provide us with information that is necessary for us to provide services relating to your booking; or
 3. You do not comply with any of the terms contained in paragraph 10 or any other rules our staff make you aware of during your booking.
 2. If we end the contract in the situations set out in paragraph 16.1, you will not be entitled to any refund of your booking fee.
 3. We may need to cancel your booking because of an event outside our control and reserve the right to do so.
 3. **If there is a problem with your booking or the services, we provide**
 1. If you have any questions or complaints about the services we provide, please contact us. You can telephone our team at 01929 558150 or write to us at info@thebluepool.co.uk

2. If you are a consumer, the box below sets out a summary of your

Summary of your main legal rights

The Consumer Rights Act 2015 says

1. you can ask us to repeat or fix a service if it's not carried out with reasonable care and skill, or get some money back if we can't fix it.
2. if you haven't agreed a price upfront, what you're asked to pay must be reasonable
3. if you haven't agreed a time upfront, it must be carried out within a reasonable time.

key legal rights in relation to your booking. Nothing in these terms will affect your legal rights.

1. Our responsibility for loss or damage suffered by you, if you are a consumer

1. This paragraph only applies if you are a consumer.
2. 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 booking process.
3. We are not liable for business losses and, accordingly, we will have no liability to you for any loss of profit, loss of business, business interruption, or loss of business opportunity.
4. We do not exclude or limit any liability for which it would be unlawful for us to do so, including but not limited to death or personal injury caused by our negligence, or for our fraud or fraudulent misrepresentation.
5. We are not liable for any loss, damage or theft of any personal property within our camping facilities or vehicle whilst on site.

19. Our responsibility for loss or damage suffered by you, if you are a business customer

1. This paragraph 19 only applies if you are a business customer.
2. Nothing in these terms limits or excludes our liability for:
 1.
 1. death or personal injury caused by our negligence; or
 2. fraud or fraudulent misrepresentation.
 2. We will under no circumstances whatsoever be liable to you, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, arising under or in connection with the contract for:

1. any loss of profits, sales, business, or revenue;
 2. loss or corruption of data, information or software;
 3. loss of business opportunity;
 4. loss of anticipated savings;
 5. loss of goodwill;
 6. loss of or damage to property or vehicles belonging to you or your guests, however caused; or
 7. any indirect or consequential loss.
3. Our total liability to you in respect of all losses arising under or in connection with the contract, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, shall in no circumstances exceed the aggregate value of the contract.
 4. Except as expressly stated in these terms, we do not give any representation, warranties or undertakings in relation to your booking and the services we are to provide. Any representation, condition or warranty which might be implied or incorporated into these terms by statute, common law or otherwise is excluded to the fullest extent permitted by law.

2. **Events outside our control**

1. We will not be liable or responsible for any failure to perform, or delay in performance of, any of our obligations under the contract that is caused by an event outside our control.
2. You understand that despite our best efforts, your booking may be affected by an event outside our control. In such circumstances, we may change, postpone, or cancel your booking.
3. If we have to cancel your booking because of an unforeseen event, we will tell you as far in advance as possible and will arrange for a full refund of all monies paid to us (subject to any applicable administration fee) in respect of your booking (unless it is due to your failure or fault) but will have no other obligation or liability to you.
4. We will not be liable for an **event outside our control** means 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, epidemic, pandemic or other natural disaster, or failure of public or private telecommunications networks or impossibility of the use of railways, shipping, aircraft, motor transport or other means of public or private transport, building works or ground-works

3. **How we may use your personal information**

All personal information stored and used by us is done so in accordance with our terms and conditions.

1. **Other important terms**

1. We may transfer our rights and obligations under these terms to another organisation.
2. You may only transfer your booking under these terms to another person if we agree to this in writing.
3. This contract is between you and us. No other person shall have any rights to enforce any of its terms.
4. Each of the paragraphs of these terms operates separately. If any court or relevant authority decides that any of them are unlawful, the remaining paragraphs will remain in full force and effect.
5. If we do not insist immediately that you do anything you are required to do under these terms, or if we delay in taking steps against you in respect of your breaking this contract, that will not mean that you do not have to do those things and it will not prevent us taking steps against you at a later date.
6. If there is a conflict or inconsistency between these terms and the booking form, the booking form will take precedence.
7. If you are a consumer, please be aware these terms are governed by English law and you can bring legal proceedings in respect of your booking (and the contract) in the English courts. If you live in Scotland you can bring legal proceedings in respect of your booking (and the contract) in either the Scottish or the English courts. If you live in Northern Ireland you can bring legal proceedings in respect of your booking (and the contract) in either the Northern Irish or the English courts.
8. If you are a business customer, your booking (and the contract) and any dispute or claim arising out of or in connection with it or its subject matter shall be governed by and construed in accordance with English law. We and you both irrevocably agree that the English courts shall have exclusive jurisdiction to settle any dispute or claim arising out of or in connection with your booking (and the contract) or its subject matter.