



great barn farm

Great Barn Farm

Trading as C E Cross and Sons, referred to in this agreement as 'Great Barn Farm'.

Terms and Conditions

The contract

The contract for a short-term holiday rental will be between C E Cross and Sons (referred to a 'great barn farm' or 'we') and the person making the booking and all members of the party who are part of the booking (referred to as 'the customer' or 'you') in the following booking conditions. It is your responsibility to ensure all members of the party accept the terms of the contract as set out in these terms and conditions of booking. The contract will be subject to these booking conditions and must be complied with. The party leader must be at least 18 years of age at the time of booking and prior to arrival we must be provided with all names, ages, post codes and contact details of all guests.

Rental Term

All terms are per week (Friday to Friday, Monday to Monday) or part week (Monday to Friday, Friday to Monday) or any mutually agreed part week, for the barn or barns equipped and as described. You are obliged to leave everything in a clean and tidy condition. For multiple bookings, all items must be returned to the barn from which they came, or additional changeover charges may be incurred. You are responsible for any damage or loss sustained during your stay.

Payment

Bookings are confirmed once a 30% deposit is paid if the booking is more than 8 weeks before the start of the rental. The deposit must be paid within 3 days of the booking being placed. The balance is payable 8 weeks before the start of the rental. Non-payment of the balance of the rental on or before the date due shall be construed as a cancellation of the contract by you. If the booking is made within 8 weeks of the start of the rental, full payment will be due at the time of booking. All payments shall be made to C E Cross and Sons in any one of the ways indicated at the end of the booking confirmation. Prices include VAT at the standard rate applicable at the time of booking. We reserve the right to make changes and correct errors in both advertised and confirmed prices. In this case, we will contact you as soon as we become aware of the error.

Making Your Booking

All bookings are subject to availability. When you make a booking with Great Barn Farm on our website, a third party website, by telephone or email you undertake that: -

- You are at least 18 years old and have the legal capacity to make the transaction at the time of the booking.
- You are responsible for making the payment of the deposit to Great Barn Farm and you accept financial responsibility for all transactions made under your name or account.
- You are authorised to do so and that all other party members agree that the booking is subject to these terms and conditions.
- The details you give to Great Barn Farm are correct when you make your booking.

When you submit a booking request you will receive a booking confirmation by email to the address you provide. This does not form a contract between us. A contract shall only arise once the terms and condition have been agreed and your deposit has been paid. As soon as the booking confirmation is received you must check the details carefully. If anything is incorrect you should tell us immediately.

On booking we require your name address, age, nationality, postcode and contact details along with the full names, ages, nationality, postcode and contact details of all guests in your group.

Great Barn Farm, Old Norwich Road, Gayton Thorpe, Norfolk, PE32 1FU
holidays@greatbarnfarm.co.uk
07789 031518



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It is your responsibility to check emails and advise us of any change to your email address. Great Barn Farm, on behalf of the property owner have the right to refuse any booking within 48 hours of receipt of your signed terms and conditions. If Great Barn Farm do this, we will tell you in writing and promptly refund any deposit due that you have paid. In this case neither Great Barn Farm nor the property owner shall have any liability towards you.

Fraudulent Bookings

You must not use the website for speculative, false or fraudulent bookings.

Cancellation

Any cancellation made by you for whatever reason shall be by email or in writing and addressed to Great Barn Farm at the address at the end of the booking confirmation. The receipt of your cancellation must have been confirmed by us for your cancellation to be effective. On receipt of notice of cancellation Great Barn Farm will seek to re-let the property for the period of booking. If the property is re-let for the whole period, Great Barn Farm shall refund all the monies paid net of any applicable agency fees and net of our administration charge of 5% of the total rental cost per booking. Great Barn Farm will try to let the property for the full advertised price but reserves the right to offer a discount for late availability to be able to secure a booking. The amount refunded will take this reduction into account. Should a cancellation be made before payment of the balance, and Great Barn Farm is unable to re-let the property for the whole period, the deposit must be forfeited. In such an instance, there would be no administration charge. If we are unable to re-let the property at all then all monies paid by you shall be forfeited to Great Barn Farm.

For the avoidance of doubt, cancellation due to illness, family emergencies, jury duty, change in circumstance, injury, travel delays, vehicle breakdowns, delays in public transport, self-isolation or quarantine requirements will be subject to this cancellation policy. We will not cover the cost of your holiday in the event of such cancellations. UK travel insurance is available to cover you for loss you have suffered due to cancellation through illness, injury and other cancellation reasons and we strongly suggest that you take out your own travel insurance with a reputable provider at or before the time of booking.

Force Majeure

If your booking has to be cancelled because Great Barn Farm has to close through Force Majeure, meaning any of the following circumstances which may hinder or prevent the performance by us of the Contract, including but not limited to: acts of God, flood, drought, earthquake or other natural disaster; epidemic or pandemic; terrorist attack, civil war, civil commotion or riots, war, threat of or preparation for war, armed conflict, imposition of sanctions, embargo, or breaking off of diplomatic relations; nuclear, chemical or biological contamination or sonic boom; any law or any action taken by a government or public authority, including without limitation imposing a restriction, prohibition, or failing to grant a necessary licence or consent; collapse of buildings, fire, explosion or accident; non-performance by our suppliers or contractors; and failure of utility service, and the period of closure covers your booking Great Barn Farm will provide a full refund.

Cancellation due to Covid-19 lockdown and Other Government Restrictions

Where a cancellation is made due to a national lockdown Great Barn Farm will provide a full refund of the cost of the booked stay, with no deductions. In the event of guests being unable to travel to Great Barn Farm due to the area in which they reside being placed under government restrictions or Great Barn Farm being required to close due to government restrictions, Great Barn Farm will provide a full refund of the cost of the booked stay with no deductions.



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Change of Dates

Great Barn Farm may consider a request from you to change the dates of the booking after your booking has been confirmed. Agreement will be given if the request is made more than 8 weeks away from the start of the booking and there is availability for the requested new dates. In the event that the price of the new stay dates is higher than the original booked dates, an additional payment representing the shortfall will be required in order to confirm the booking for the replacement dates. In the event that the price of the new stay is lower than the original booked dates, a refund will be given representing the overpayment. Where a request to change dates is made less than 8 weeks prior to the commencement of your stay, Great Barn Farm may accommodate such request, if possible, at their absolute discretion. Payment of any shortfall in the price paid will be required in order to secure the booking for the new dates. If the price for the new dates is lower than the original booked dates, a refund will be given net of our administration fee of 5% of the original price. If the original dates are re-let, the 5% administration fee will not be charged and if already charged, will be refunded.

Period of Hire

Rentals commence at 4.00pm on the day of the arrival and terminate at 10.00am on the day of departure. Please adhere to these times as we need plenty of time to prepare the barns on changeover days. Great Barn Farm reserves the right to alter check-in and check-out times if reasonably required due to changes in circumstances. Any such change will be communicated to guests by email to you prior to your stay. The period of hire does not create the relationship of Landlord and Tenant between the parties. You shall not be entitled to a new tenancy or to any short hold or assured tenancy or any statutory protection under the Housing act 1988 or other statutory security of tenure now or at the end of the Holiday Period.

Number of persons using the Property

There may not be more than the maximum number of persons stated on the website occupying the property. We reserve the right to refuse admission if this is not observed. Any other persons other than the members of your party may not use the facilities at Great Barn Farm including the swimming pool unless permission is given by us. If you wish to invite additional visitors you must do so by email before you arrive. We will do our best within our insurance and fire regulations to accommodate this.

Delayed Departure

If, without our agreement, the accommodation has not been vacated by all party members by the departure time required, we reserve the right to charge you 100% of the daily equivalent of the accommodation price for each hour or part thereof between departure time and the time at which they are vacated.

Use of Property

The Number of persons occupying a property must not exceed the maximum number stipulated in the advertised details. The property will be used for personal and domestic purposes and organized approved corporate events only. The property shall not be used for any commercial purposes without the written consent of Great Barn Farm. Great Barn Farm reserves the right to refuse entry to the entire party if these conditions are not observed.

Supervision

There must be at least one capable and responsible adult over the age of 18 in every barn. You are responsible for active physical supervision of all members of your party under 18. There are specific rules on the use of the swimming pool, please see the swimming pool rules.

Damage and Cleaning Deposits

All bookings are accepted on the condition that Damage and Cleaning deposits are paid at the time the final payment for your stay is due. We reserve the right to alter the rate of the Damage or Cleaning deposit particularly for any group/party booking, or if we have made an exception to our no pets policy.



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The damage deposit payable will be finalised at the time of the booking and the deposits (and the amount payable) will be confirmed to you on your booking confirmation. The deposits are only refundable after the barns have been thoroughly checked. We will endeavor to return your deposits due as soon as practicable and in any event within 10 days of your departure. If we are unable to return your deposit in total, we will provide full details of any costs deducted, e.g. for repair or damage or extra cleaning required over and above what would normally be expected.

Breakages or Damage

You are legally bound to reimburse Great Barn Farm for replacement, repair, or extra cleaning costs on demand. In the first instance this will be deducted from your damage deposit. If the damage deposit is insufficient to cover the cost of the damage, you will be responsible for the payment of any shortfall. We recommend you have insurance to cover this.

Care of the Property

You must make sure that all reasonable steps are taken to take proper care of the property and its furniture, pictures, fittings, and effects in or on the property and leave them in the same state of repair and condition and in the same clean and tidy condition at the end of the rental period as the beginning. Any damages will have to be paid for. We recommend you have insurance to cover this.

Smoking

Smoking in the barns is STRICTLY prohibited, including E Cigarettes. Great Barn Farm reserves the right to invoice you if it is felt that we cannot re let a barn which smells of smoke after your departure. This charge covers the cost of deep cleaning all fabrics and furnishings and to reimburse incoming guests not content to stay in a barn smelling of smoke. The charges are as follows, The Tack Room £500, The Stables and The Piggery £500 and The Cattle Shed £1000 The Great Barn £1000 and The Workshop £1000.

Fireworks, Chinese Lanterns and Candles

We do not allow the use of fireworks or Chinese Lanterns at Great Barn Farm due to the proximity of wildlife, farm and domestic animals. The use of candles in any of the properties at Great Barn Farm is also prohibited. Any use of fireworks, Chinese lanterns or candles will result in the forfeit of the cleaning and damages deposit.

Electrical Items

Under no circumstances are you to bring electrical appliances to Great Barn Farm, other than laptops and phone chargers, without explicit written permission. This includes air conditioning units. Guest appliances have not been PAT tested and could invalidate our insurance. You will be subject to a charge if we find they have been operating without consent.

Wi-Fi

Wi-Fi is provided for you reasonable use. The guest and all guest in the party agree to reasonable and lawful usage of this service.

Noise

All barns have other barns in close, or reasonably close, proximity and we have a zero-tolerance policy on late night noise. All loud music must be turned off by 11pm. All outside music is prohibited in consideration of our other guests and neighbours in the village. Please bear this in mind before booking.

Complaints

You must notify any shortcoming with your barn to us immediately so remedial action, if appropriate, can be taken. If a significant problem is not resolved to your satisfaction, please contact us via email or in writing as soon as possible during your stay. For all complaints and claims which do not involve



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personal injury illness or death we regret that we cannot accept any liability unless you have notified us during your holiday and written to us with full details within 28 days of the end of your holiday.

Safety

It is your responsibility to ensure that all party members are made aware of, and comply with, any reasonable written or oral instructions or requests given by Great Barn Farm or our staff which may contribute to the health, safety or welfare of party members or of anyone else; a member of your party should, as soon as practicable following the arrival time, inspect the accommodation and any part of the associated property which any party member will access during or immediately following the Rental period and familiarise themselves and the other party members with (a) means and routes of escape, (b) any actual and potential hazards and (c) such steps as are reasonably necessary to avoid illness, injury or damage which may arise from any such hazards.

Swimming Pool

All visitors agree to abide by the swimming pool rules for the use of the pool as a condition of staying at Great Barn Farm. Use of the steam room and swimming pool is at your own risk. There is no lifeguard. You must not swim alone; children must be accompanied. Please ensure you read the swimming pool rules. The owners or their agents cannot accept liability for any damage or loss to any property or possessions or personal accident sustained by you, your party members or any visitors and therefore advise all users to have full holiday insurance.

Linen and Towels

Bed linen and towels are provided for use in the barns, these are not changed during your stay unless requested. Additional linen if provided, may be subject to a charge. Bed linen for cots is not provided. Towels for use in the swimming pool are not provided. Please do not take towels supplied in the barns in the swimming pool area.

Bathroom products

Products are provided by us for use in the bathrooms and are refilled before you arrive. We do not refill them during your stay. These are available for purchase if you would like more of them. Please do not take them away, there is a charge for these products if taken without authorization.

Your Vehicles

Your vehicles and their accessories and contents are left entirely at your own risk. We will not be responsible for any loss or damage from or to any vehicle from any cause whatsoever other than in the case of negligence by us or our staff.

EV Charging

Domestic chargers are not permitted at the property.

Most EV cars are supplied with a domestic charger, commonly known as a granny charger or a trickle charger. These cables recharge the EV using a domestic power source via a 3 pin wall socket. Domestic chargers are not suitable for use in the property and will create a fire hazard. **The use of domestic chargers is strictly forbidden.** We retain the right to carry out reasonable inspection on a without notice basis, to ensure that granny chargers are not in use on the property. You are solely liable for any damage or loss suffered by us because of your unauthorized use of domestic charges. We will give you information on the location of the nearest charging points.

Pets

No pets of any kind are permitted in the barns. Any pets brought into the barns will result in the forfeit of the cleaning and damages deposit.



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Third Party Providers

If you want to use the services of a third-party supplier whilst staying at Great Barn Farm you must ask and receive written permission to do so. This may be for a chef, beauty treatments, yoga teachers, baby-sitters etc. In order to approve use of a third party provider Great Barn Farm would need to see the third-party supplier's public liability insurance, and any other related/required certification. If all insurances and certification are satisfactory to Great Barn Farm and our insurers, permission to invite these suppliers to Great Barn will not be unreasonably withheld. Great Barn Farm does not accept liability for the activities of these third-party suppliers. If you bring a third-party supplier to Great Barn Farm without consent, we reserve the right to ask them to leave.

Liability

We (for ourselves, employees and agents) shall not be liable to you or third parties for any accident, damage, loss, injury expense or inconvenience, which may be suffered, incurred, arise out of or in any way connected with the rental other than the proven negligence of ourselves or our employees. This does not attempt to exclude negligence or breach of statutory duty. No term of the Contract is enforceable under the Contracts (Rights of The Third Parties) Act 1999 by a person who is not a party to the Contract. If the property which you have booked becomes unavailable or unusable for some reason prior to the date of a booking, then Great Barn Farm has the right to cancel your booking. Our obligation will be to use our best endeavors to find a suitable alternative property or failing that to reimburse you for any monies paid. We regret we cannot pay any compensation or meet any expenses or costs you may incur because of any such cancellation or change. We have the right to refuse to hand over accommodation to any person or persons who, in our reasonable opinion, is not suitable to take charge of it. In such cases, all hire charges paid will be refunded in full, the contract shall be terminated, and we will not have any further liability. If in our reasonable opinion any person is not suitable to continue the holiday because of unreasonable behavior, damage, danger or significant annoyance to others, the contract may be terminated, in which case we will not have any further liability. In this event, you will remain liable to pay the hire price and no refund shall be due. You must take all necessary steps to safeguard yourselves and your property.

Facilities

We reserve the right to alter or withdraw amenities or facilities or the whole or any part of any program of activities, which have either been advertised or previously available, without prior notice, where reasonably necessary due to repairs, maintenance, weather conditions and circumstances beyond our control.

Warranties

Great Barn Farm does not warrant and is not responsible for the accuracy of any verbal information given or statements made by its employees or agents.

Right of Entry

We shall be allowed the right of entry to the property at all reasonable times for purposes of inspection or to carry out any necessary repairs or maintenance.

Supplementary Terms and Conditions

Occasionally it will be necessary to amend these Terms and Conditions in order to comply with short notice changes to government guidance, regulations and/or laws. Any such amendments to our Terms and Conditions will be communicated to guests in the form of a Guest Information sheet, emailed to the lead guest prior to your stay. In signing these Terms and Conditions you agree to comply with any supplemental requirements communicated to you. This is likely to include but is not limited to changes to check in and check out times and restrictions relating to use of the swimming pool facilities.

Great Barn Farm, Old Norwich Road, Gayton Thorpe, Norfolk, PE32 1FU
holidays@greatbarnfarm.co.uk
07789 031518



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A copy of any current Guest Information will be emailed to you along with your booking confirmation but please be aware that different rules may be in force at the time of your stay. Due to the frequent changes to Government guidance, laws and regulations, up to date information will be issued to you closer to your stay, along with your pre-arrival information.

Data Protection Policy

To process your booking and to ensure that your holiday arrangements run smoothly and meet your requirements we need to use the information you provide such as name, address, any special needs etc. We take full responsibility for ensuring that proper security measures are in place to protect your information. We will not pass any information onto any person not responsible for part of your accommodation, unless required to by law. You are entitled to a copy of your information held by us. If you would like to see this, please contact us. We will hold your information, where collected by us, and may use it to inform you of offers in the future. If you do not wish to receive such approaches in the future, please provide us with written confirmation to us.