

BOOKING TERMS AND CONDITIONS

Effective 12th July 2023, if you booked prior to this and want to see the previous terms and conditions then please email us at stay@crabtreebarn.com

1. THE CONTRACT

The Contract for a short-term holiday rental will be between Wayne Harris / Rachel Taylor owners of Crabtree Barn holiday let (referred to as “Crabtree Barn or We”) and the person making the booking and all members of the holiday party (referred to as “the Customer, or Your or You”) in the following booking conditions. UK Law will govern the Contract. The contract of hire is not effective until We have processed the deposit. 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 a list containing the **names, ages (under or over 18) and the address and postcode of the lead guest.**

2. PAYMENT

Bookings are CONFIRMED on receipt the deposit of a payment of 30% of the booking cost. The deposit must be paid within 3 days of booking being placed. The balance of the rental will be due for payment 8 weeks prior to the start of the stay.

3. CANCELLATIONS

a/ If your booking has to be cancelled because Crabtree Barn is put under Government Restrictions and has to close and the period of closure covers Your booking **You will be refunded in full.**

b/ In the event that Your given address is put into Local/Regional Lockdown rendering You unable to travel, and the period of restriction covers your booking **You will be refunded in full.**

c/ If your booking has to be cancelled because Crabtree Barn 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: (a) acts of God, flood, drought, earthquake or other natural disaster; (b) epidemic or pandemic; (c) 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; (d) nuclear, chemical or biological contamination or sonic boom; (e) 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; (f) collapse of buildings, fire, explosion or accident; (g) non-performance by our suppliers or contractors; and (i) failure of utility service, and the period of closure covers **You will be refunded in full.**

d/ Customer inability (or the inability of any, some or all of Your intended party) or disinclination to travel to and stay at Crabtree Barn for any reason.

This includes – but is not limited to – illness (including Covid), a requirement or recommendation to self-isolate or quarantine, shielding, a call to jury duty, military service, incarceration, change in personal or work circumstances, family emergencies, travel delays, vehicle breakdown, and delays with public transport. These remain at Your risk and do not give rise to a right to cancel or to receive a refund unless We re-let the property, other than according to the sliding scale below. You are strongly recommended to take out UK travel insurance to cover these eventualities. **If you choose not to take out UK travel insurance, then you accept responsibility for any loss that you may incur due to your cancellation.**

e/ Cancellations must be notified to Crabtree Barn by email and phone and once received in writing we will confirm the cancellation request.

f/ Crabtree Barn will apply the scale shown in the table below to bookings to determine the amount of the charge, which shall be a % of the total cost of the holiday.

Number of days before start of holiday that notification of cancellation is received*	% of total booking value payable by customer
More than 56 days	30%
56 days to 15 days	90%
14 days or less	95%

*In order to ensure speedy receipt, and thereby processing, of cancellations, Crabtree Barn recommends that the Customer sends written notification of cancellation by email requesting confirmed receipt. The effective date of cancellation is when written notification is received by Crabtree Barn. Any amounts due for refunding will be made within 14 Days.

g/ On receipt of the cancellation, the above Charts state the amount that the Customer remains liable for at that point in time. Crabtree Barn will then use reasonable endeavours to obtain a replacement booking. In the event that Crabtree Barn is successful in obtaining a replacement booking, Crabtree Barn will refund to the Customer the total amount paid by the Customer for the booking less 5% of the total booking for admin costs and less the difference in price between the Customers' booking and the replacement booking if one is made.

For example: A £1000 booking, fully paid, cancelled and relet for £900, means that the original Customer will be refunded as follows, £1000 – 5% booking fee equals £950, – £100 rebooking shortfall, = Refund of £850.

h/ It is the responsibility of the Customer to acquire suitable travel insurance for themselves and their party to cover the booking. Crabtree Barn strongly recommends that the Customer acquires suitable insurance to cover circumstances beyond the Customers' control such as, but not limited to, jury duty, incarceration, change in personal or work circumstances, military service, illness - including Covid and shielding, family emergencies and travel delays.

Covid is now a known risk and it is possible for you to insure your holiday against it. This can include the customer or any of the party having Covid, the customer or any of the party having to isolate or quarantine, or you wishing to shield any Members of the party.

4. PERIOD OF HIRE

You should not arrive before 4pm on the commencement date, and leave by 10am on the day of departure unless otherwise agreed with us. Failure to do so may result in you being charged a further day's rental. You must not use the property except for the purpose of a holiday during the holiday period, and not for any other purpose or longer period. The agreement to stay in the property for the holiday period, does not create the relationship of Landlord and Tenant between the parties. You shall not be entitled to a new tenancy, or to any assured 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.

5. NUMBER OF PERSONS USING THE PROPERTY

Under no circumstances may more than 4 persons – this includes children over 2 years of age (plus one infant aged 2 or under to sleep in a cot) occupy the property. This is part of our insurance and Fire risk assessment. We reserve the right to refuse admittance if this condition is not observed. Any persons other than members of your party must not use the facilities at Crabtree Barn without prior permission and any visitors agreed at the barn must leave the property by 11pm.

6. SUPERVISION

There must be at least one capable and responsible adult over the age of 18 present in the barn. You are responsible for the full active physical supervision of all members of your party under the age of 18 at all times. This is particularly important around the garden where there are steps.

Regardless of supervision, for safety reasons scooting or cycling on the driveway is not permitted. Parties not supervising their children responsibly may be asked to put appropriate arrangements in place or to leave.

7. LIABILITY

Crabtree Barn, its employees and representatives shall not be liable to you or your party for loss or damage to property howsoever arising. You must take all necessary steps to safeguard yourselves and your property.

8. CARE OF THE PROPERTY

The Client should report any breakages and / or defects in the property or its contents to the owner without delay.

You are responsible for the property and are expected to take all reasonable care of its furniture, pictures, fittings and effects, in or on the property. You must leave them in the same state of repair, and in a reasonable clean and tidy condition at the end of the rental period. You must not use the properties for any dangerous, offensive, noxious, noisy, illegal or immoral activities or carry on there any act that may be a nuisance or annoyance to the owner or other neighbouring properties. Smoking, e cigarettes and vaping are not allowed in the property or in open doorways to the property. Any damages will have to be paid for in full within seven days of notification. We recommend that you have insurance in place to cover this.

The bringing of pets onto the property is forbidden.

9. DAMAGES & BREAKAGES

You are legally bound to reimburse us for replacement, repair or extra cleaning costs on demand. If damage occurs to the Property as a result of the actions of Guests during the stay, where the extent of that damage is so severe that the Owner must (in their sole opinion) cancel and/or refund subsequent bookings, the Owner may bring a claim against you for any loss arising as a result, including the cost of refunding other guests affected by cancelled Bookings and any additional administrative fees incurred in respect of the same.

10. WIFI

Wi-Fi is provided for the guest's reasonable use. The guest agrees to reasonable and lawful usage of this service. Crabtree Barn will not be held responsible for any temporary defect or disruption to this service outside of our control.

11. ELECTRIC VEHICLE CHARGING POLICY

About this policy

11.1 This policy sets out how Electric Vehicles (EV) should be recharged while at the Property and the responsibilities of EV owners in respect of safe charging.

11.2 Any reference to "Property" in this policy is a reference to the Property including any garden, grounds, outbuildings, garages or communal spaces.

11.3 This policy forms part of our contract with you. A breach of this policy will constitute a breach of the contract between us.

Who does this policy apply to?

11.4 This policy applies to all members of the Booking Party. No one who is not booked into the property can use the EV Chargers at the Property. It shall be the responsibility of the Lead Guest to inform all members of the Booking Party and any visitors of this policy.

What is an Electric Vehicle?

11.5 For the purpose of this policy an EV is any vehicle that uses electric motors, either fully or partially, to drive its wheels. It will derive some or all its power from rechargeable batteries which requires connection to the electricity grid (plug-in). This includes fully chargeable and plug-in hybrid cars, motorbikes, buggies, scooters, mopeds, bicycles, utility vehicles and tracked vehicles.

Domestic chargers are not permitted at the Property

11.6 Most EVs 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. This includes E bikes which may not be charged inside the property. Domestic chargers are not suitable for use in the Property and will create a fire hazard. **The use of domestic chargers is strictly forbidden.**

11.7 We retain the right to carry out reasonable inspection, on a without notice basis, to ensure that granny chargers are not in use in the Property.

11.8 You are solely liable for any damage or loss suffered by us as a result of your unauthorised use of domestic chargers.

Dedicated charging points

11.9 The Property has a dedicated charge point (DCP) which is a trickle charger in the barn archway. Only one car at a time can be charging. There is a metre measuring usage situated in the boiler room for which you will be sent a photo of the metre reading before your usage of the metre.

11.10 The DCP is exclusively for the use of the Booking Party. Visitors to the Property who do not comprise the Booking Party are not permitted to use the facilities without our express permission.

11.11 The charge for usage is 40p k/wh* based on the metre reading and payments are made before your departure from the property by card link or cash. If you require a card link then please inform us of this the evening before your departure date.

* this may change up or down if the electricity tariff changes, we will inform you of this before use.

You must not:

- (a) use a DCP if you are not authorised to do so;
- (b) use any splitting cables or modify the DCP in any way;
- (c) smoke in the vicinity of the DCP

11.12 Use of the DCP is at the owner's own risk and we do not accept any liability for loss or damage sustained by you or your EV as a result of using the DCP unless the damage was caused directly by our negligence.

12. CAR PARKING

The stone flagged driveway is exclusively parking for guests of the barn, this is large enough for 2 cars however we advise that caravans and motorhomes cannot be accommodated due to their size and narrowness of approach lanes. Please park your vehicles forward toward the barn in order to allow cars from Crabtree House next door access from their driveway.

13. MINIMISING FIRE RISKS

Smoking and the use of e cigarettes and vapes are not allowed inside the barn anywhere including the games room and summerhouse or within 2 metres of the building.

Candles and tea lights are also not allowed.

Please do not bring in portable heaters or any medium/large appliances to the barn (such as portable fans, ac units etc) as these will not have been PAT tested and can be a potential fire risk.

Please do not leave small appliances such as laptops, mobile phones etc on charge in the barn whilst you are out.

14. IN CASE OF A FIRE

The barn has a fire risk assessment (FRA), a full copy is placed at the back of the black folder in the barn.

Please do not tackle a fire unless it is very small and you are very confident to do so.

We have a fire blanket and extinguisher in the kitchen area, these are primarily for use for your safe escape from the building.

A further fire extinguisher is situated in the separate basement games room. Again this is for your use for safe escape in case of a fire.

Emergency torch lights are placed in both bedrooms and the corridor outside and will light up in case of an electric cut out, please do not remove or unplug these as they are there for your safety. Please keep bedroom doors shut when sleeping.

There are interlinked smoke alarms in the property and a CO monitor near to the woodburner, these are checked before your stay. In case of any issues please inform us and do not remove / interfere with them.

15. 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.

16. PETS

Sorry we do not allow pets to stop at the barn.

16. COMPLAINTS

Every effort has been made to ensure that you have an enjoyable stay. However, if you have any problem or cause for complaint, it is essential that you please contact us immediately to give us the chance to resolve it. We value your custom and want you to return and telling us of a problem on your departure does not give us chance to rectify it or for you to have a comfortable stay.

17.. DATA PRIVACY STATEMENT & COOKIE POLICY

Both of these are available on our website.

18. DRONES, FIREWORKS & NIGHT LANTERNS

The use of drones is not allowed without our express written permission. Fireworks are not allowed without our express written permission as this will frighten the local livestock and wildlife. Night Lanterns are expressly forbidden again due to their risk of fire and potential harm to wildlife. The moors are a tinderbox in summer and the risk of moor fires is high.