

New Farm Holidays

Ostler's Wood Glamping & Camping site

Terms and Conditions

In these terms and conditions the following terms have the following meaning:

“Visitor” means the person named on our booking confirmation and also extends to any occupant of our campsite and any guests to the campsite. All those visiting our Site are obligated to abide by these Terms and Conditions.

“The Pod” or “En suite Pod” refers to a simple, wooden pre-sited form of shelter/accommodation.

“Bell tent” refers to a pre-sited and partly furnished canvas tent.

“Camping Pitch” refers to an area which a tent is pitched on.

“Site” refers to the area of land owned by New Farm Holidays which has been set aside for the use of camping for a recognised period, including all facilities.

“Agreement” means the agreement between New Farm Holidays and the Visitor

1. Agreement

- 1.1 The making of a booking will form an agreement on these Terms and Conditions between the Visitor and New Farm Holidays for holiday rental.
- 1.2 New Farm Holidays permits the Visitor to occupy the Camping Pitch, Bell Tent or Pod for the period shown in the confirmation letter or e-mail.
- 1.3 The Visitor will be responsible for all payments and for any damage made on or to the Site whether caused by the Visitor or his or her party. References to “party” in these Terms and Conditions will include the Visitor’s family, servants, agents or guests. The Visitor agrees to make his or her party aware of these terms and conditions.

2 Booking and Payment

- 2.1 Bell Tent, Pod and Camping Pitches can be booked well in advance.
- 2.2 A deposit of 20% will be taken at time of booking.
- 2.3 Bookings over a weekend are subject to a minimum booking of 2 nights.
- 2.4 Bookings over a bank holiday and Easter are subject to a minimum booking period of 3 and 4 nights respectively.
- 2.5 The booking should be made in one name only and that person (The Visitor) shall not, without the written consent of New Farm Holidays, assign the booking. The Visitor must be over 18 at the time of booking and be present for the duration of the holiday.
- 2.6 Full payment, unless otherwise agreed by New Farm Holidays is required four weeks prior to arrival date. Payment can be made by cash, direct bank transfer, PayPal or by cheque, made payable to ‘New Farm Holidays’.
- 2.7 Once a booking has been confirmed by telephone, on the website or by e-mail, the Visitor will be deemed to have read and accepted these Terms and Conditions and the general information on the website.
- 2.8 Booking can be made up to 24 hours in advance of the first day of the intended holiday period

- 2.9 Special requests must be indicated to New Farm Holidays at the time of booking, however these are not guaranteed; this includes request for adjacent pitches. If you, or any member of your party has restricted mobility, particular care requirements or disabilities, please contact New Farm Holidays immediately to discuss.
- 2.10 New Farm Holidays reserves the right to change your allocated Camping Pitch or area if camping.
- 2.11 Prices include VAT at the applicable rate at time of booking. New Farm Holidays reserve the right to adjust VAT where required by legislation. Our VAT registration number is GB 141329047

3 Group Bookings

- 3.1 New Farm Holidays cannot accept booking from single sex groups where any group member is under 25 years of age

4 Changes to the Booking

- 4.1 If you need to change or amend your booking, you must contact us immediately to see if we can accommodate your request.

5 Cancellations and Refunds

- 5.1 Full payment must be made four weeks prior to arrival date. If you cancel up to 14 days before your booking you will receive a refund less your deposit. Should you cancel within 14 days of the start of your holiday date all monies will be lost.
- 5.2 Refunds cannot be given in the event of leaving due to inclement weather or the decision to cut short a holiday which has previously been paid for.

6 New Farm Holidays Right to Refuse/Alter

- 6.1 New Farm Holidays reserves the right to refuse any booking
- 6.2 From time to time New Farm Holidays may be required to change your holiday arrangements and if so we will notify you as soon as reasonably possible
- 6.3 New Farm Holidays reserves the right to cancel or alter arrangements made by the Visitor whether before or during your holiday period:
In any circumstance which arises from or is attributable to acts, events, omissions, or accidents beyond the reasonable control of New Farm Holidays or;
Where in the reasonable opinion of New Farm Holidays it is necessary to perform of complete essential remedial or refurbishment works to the Site, facilities, Bell Tent, Pod or Camping Pitch.
- 6.4 If a booking has been cancelled or changed in a significant way by New Farm Holidays then New Farm Holidays will return to you, the Visitor, money paid to New Farm Holidays in respect to the Bell Tent, Camping Pitch or Pod and will not otherwise be liable for any loss caused by cancellation or alteration if it arises out of circumstances beyond our control.

7 Occupation Limitations

- 7.1 The size of a party staying in or occupying the Pods is restricted to a maximum of five. To avoid disappointment therefore, we would urge you to familiarise yourself with our Terms and Conditions before arriving on site.
- 7.2 The Agreement to use the Bell Tent, Pod or Camping Pitch is personal to you, the Visitor. It is to be used for the purpose of a holiday by the Visitor and the Visitor's party during the holiday period, and not for any other purpose or longer period.

8 Loss of Visitor Property

- 8.1 Except as indicated below, New Farm Holidays cannot be held responsible for loss or damage to any belongings, or for injury sustained by the Visitor or members of his or her party during their stay on the campsite. New Farm Holidays excludes liability for loss or damage to any belongings, or for death or injury sustained to the Visitor or members of his or her party during their stay except to the extent that such injury or loss or damage to any belongings is caused by the negligence or default or breach of New Farm Holidays of any duty.
- 8.2 The Visitor shall be liable for and indemnify New Farm Holidays against liabilities, damages, claims, costs, losses (whether direct or indirect and including the loss or profits) and expenses incurred or paid by New Farm Holidays arising from the Visitor or his or her obligations under the Agreement or from any negligence or wilful default of the Visitor and/or the Visitor's party.

9 Dogs

- 9.1 Dogs are permitted on Site, but must be on a lead and under close supervision at all times.
- 9.2 No dogs are allowed inside the Pods or Bell Tent.
- 9.3 Visitors must take full responsibility for their dogs, including cleaning up after them whilst on Site.
- 9.4 Dogs must not be left unattended in tents or vehicles.

10 Visitor Obligations

- 10.1 The Visitor undertakes to keep and leave the Bell Tent, Pod and any Site amenities in the same state of repair and condition as at the commencement of the booking period (reasonable wear and tear accepted), and shall pay to New Farm Holidays the value of any part of the Camping Pitch, Bell Tent, Pod or facility and also Site amenities so destroyed or damaged as to be incapable of being restored to its previous condition. Breakages and damages must be reports as soon as reasonably possible. An extra charge will be made for extra cleaning of the Pods if required.
- 10.2 The Visitor must allow New Farm Holidays and/or it's agents access to the Bell Tent, Pod or Camping Pitch for reasonable cause on reasonable notice, save in an emergency when immediate access must be granted.
- 10.3 The Visitor must not use the Bell Tent, Pod or Camping Pitch for any dangerous, offensive, noisy, illegal or immoral activities or carry on there any act that may be a nuisance or annoyance to other Visitors or any neighbours.

- 10.4 For the comfort of all Visitors the Site operates a quiet policy and requests Visitors keep noise to a minimum between 10pm and 7am. Visitors must keep noise to a level so that it cannot be heard by neighbouring Visitors.
- 10.5 Open fires are only permitted in the area set aside and circled by bricks in front of each Camping Pitch.
- 10.6 Barbeques are permitted, providing they are raised off the ground.
- 10.7 For fire safety, cooking for Bell Tent and Pod residents is permitted outside of the Pod only. Please do not use gas stoves or naked flames inside the Pod. All cooking equipment needs to be raised off the ground.
- 10.8 Smoking is not permitted in or around the Bell Tent, Pods or toilet facilities.
- 10.9 The lighting of candles within the Pods is not permitted.
- 10.10 Visitors must park in the designated parking area
- 10.11 Please bring a torch with you as there are no lights on the campsite.

11 Comments and Complaints

- 11.1 Every reasonable care will be taken to ensure that the Bell Tent, Pod and site amenities are presented to a high standard. Should the Visitor find, on arrival, that there is a problem or cause for complaint, the Visitor should immediately contact one of the New Farm Holidays team. Reasonable steps will then be taken to assist the Visitor.
- 11.2 New Farm Holidays will not normally make any refunds in respect of complaints made after the Visitors departure from the campsite if the Visitor did not make problem or complaint known during the holiday period. All complaints made after the Visitor's departure should be made in writing to:
 - New Farm Holidays
 - New Farm
 - Soubly Lane
 - Wrangle
 - Boston
 - Lincolnshire
 - PE22 9BT

12 Arrivals and Departure Times

- 12.1 Arrival times are from 2pm onwards.
- 12.2 Camping Pods and Pitches are to be vacated by 1030am on the day of departure, unless a late departure, up to 5pm, has been agreed in advance and a late departure fee paid.
- 12.3 No vehicles are permitted further on to site than the car park.

13 Right to Evict

- 13.1 New Farm Holidays reserves the right to ask the Visitor and his or her party to leave the campsite (without compensation being payable to the Visitor or any member of his or her party) if it is deemed necessary by New Farm Holidays where there is a serious breach by the Visitor of

the Agreement or where their behaviour is such as to endanger the safety of other Visitors or members of staff.

- 13.2 If any complaints are made in respect of anti-social behaviour, unreasonable damages or fire/cooking restrictions not being observed, New Farm Holidays is entitled to terminate the Agreement (without compensation being payable to the Visitor or any member of his or her party).

14 Failure to Exercise

- 14.1 The fact that New Farm Holidays does not exercise any of its rights under the Agreement in any particular incidence of breach or default by the Visitor shall not constitute a waiver by New Farm Holidays of such right in that or any subsequent incidence.

15 Notices

- 15.1 Notices shall be sufficiently served if sent by a pre-paid first class recorded delivery letter or e-mail address detailed on the booking form or such other addresses as each party may from time to time have communicated in writing to the other. Any notice to be served on the Visitor under the Agreement may be given during the holiday period by delivery or attachment to the Visitors accommodation and shall be deemed to have been received upon expiration of 24 hours after service.

16 Severance

- 16.1 If any provision of this Agreement is held by any competent authority to be invalid or unenforceable in whole or in part the validity of the other provisions and the remainder of the provision in question shall not be affected.

17 Rights of Third Parties

- 17.1 The Contracts (Rights of Third Parties) Act 1999 might give rights to third parties who are not parties to this contract. The parties agree that this will not apply and that, subject to clause 1.3, only those signing the contract shall have rights and obligations under it.

18 Headings

- 18.1 The headings in this document are included only for convenience and do not affect the meaning of the clauses to which they relate.

19 No Tenancy

19.1 The Agreement is for the holiday period and is not intended to create the relationship of Landlord and Tenant between the Visitor and New Farm Holidays. The Visitor shall not be entitled to a tenancy, or to any assured shorthold or assured tenancy or any statutory protection under the Housing Act 1988 or other statutory security of tenure now or upon termination of the Agreement.

20 Governing Law

20.1 The construction, validity and performance of this Agreement shall be governed by the law of England and Wales and both parties submit to the non-exclusive jurisdiction of the UK Courts.