

## Terms and Conditions of your Camping and Caravan holiday at the Brickyard

We don't like writing terms and conditions, and we know you don't like reading them, but they're here for a reason, and that's to protect both you, the environment, and The Brickyard.

### Terms and Conditions

It is important to us that you understand the terms on which we are making our agreement. Please read these terms carefully. These terms include important information on how we use the personal information that you provide to us.

#### 1. How these terms and conditions apply to our contract

We consider these terms and conditions (the "Terms") and our price list to set out the entire agreement between you and us for the supply of our services to you. Only these Terms shall apply to our contract with you.

Please check that the details in these Terms and your Booking Request (see below) are complete and accurate before you commit yourself to the contract. If you think that there is a mistake, please make sure that you ask us to confirm any changes in writing, as we only accept responsibility for statements and representations made in writing by our authorised employees and agents.

Please ensure that you read and understand these Terms before you submit your Booking Request. You may only request a booking if you agree to these Terms. By submitting a Booking Request you are deemed to have accepted these Terms. This does not affect your statutory rights as a consumer.

The Brickyard (referred to as "The Brickyard/we/our/us") sells exclusive holiday caravan and camping pitches for periods set by contract. Any person wishing to book acknowledges that such booking is made subject to these Terms.

We reserve the right to change these Terms at any time. Any such changes will take effect immediately when posted on the Website or otherwise brought to your attention. It is your responsibility to read the Terms each time you submit a Booking Request and any such request shall signify that you have accepted to be bound by the latest set of Terms. A copy of the latest set of Terms is available on the Website and upon request.

In addition to these Terms, there may be specific rules and regulations which apply to individual Sites. Please contact us in advance of your arrival if you require further details of any Site specific rules and regulations.

#### 2. Making a Booking

When you wish to place a booking for a holiday ("Booking Request") with us, you will complete a booking form (either over the phone, by email, or at the Site). It is your responsibility to provide us with the correct information. If you have made the Booking Request via the telephone, we will read back your details to you. You will be responsible for the booking regardless of any input errors.

The Booking Request is an offer by you to enter into a binding contract with us and we are free to accept or decline your offer at our absolute discretion.

If we accept your Booking Request, we shall issue a written confirmation (containing a booking

reference number) accepting your Booking Request. This written confirmation shall signify that we have accepted your Booking Request subject to these Terms. At this point a contract shall come into existence between you and us on these Terms.

By making a Booking Request you warrant that you are over 18, at least one person in your party will be over 18, you have the authority of all persons in your party to book on their behalf, you accept these Terms and you agree that you will be responsible for any loss or damage caused by you, any member of your party or animal accompanying you.

Bookings are not transferable to another party.

Bookings are not subject to minimum stay requirements. Refunds cannot be given for any unused portion of a holiday. From time to time, The Brickyard may offer 'Special Breaks' starting on different days and / or differing durations, these Special Breaks are subject to these Terms unless we agree otherwise.

We do not accept bookings for Stag or Hen nights, however single sex groups and group bookings are welcome at the discretion of the site managers, Tim and Catherine. Please make us aware if you are an all male or an all female group before booking. It is essential that you and your party will at all times comply with any policies or rules specific to the Site or any reasonable instructions or requests of the Site Managers.

### 3. Prices

You will pay to us the price of your holiday as set out in our current price list.

Pitch prices are calculated across date ranges. If your holiday falls within two or more price bands, the corresponding price for each date range will be charged.

Whilst we will make every effort to ensure that our prices remain unchanged, they may be amended at any time prior to payment of the final balance. In such circumstances, you may cancel your booking up to three days before your arrival date by giving notice in writing, by recorded delivery, and we will refund all monies paid in respect of the booking.

Prices do not include any additional services, features and facilities unless expressly stated.

The maximum number of people occupying your accommodation must not exceed the number your tent or caravan was designed for.

The maximum number of people occupying your accommodation must not exceed the number your booking was arranged for.

Guests may be invited to join you on the site for short periods if agreed in advance. Guest must not bring dogs with them.

Promotions or discounted offers are provided at the discretion of The Brickyard. All offers are subject to availability, cannot be used in conjunction with any other offer or discounted and may be withdrawn at any time. Retrospective refunds are not permitted against any offer or promotion

advertised after such time a booking is made.

#### 4. Payment

Payment for bookings can be made with cash on arrival.

#### 5. Mobility Requirements and Special Requests

We are situated in an area of rough terrain not really suitable for customers with mobility difficulties. Please make enquiries as to suitability before booking.

#### 6. Services, Features and Facilities

Details of site services, features and facilities will be prominently displayed on the notice board. Features, facilities or services referred to on the Website or any literature about The Brickyard (e.g. Fire making, Bow Making, Shelter Making and Woodland skills) are subject to availability and may be supplied by third parties. You use these services, features and facilities at your own risk and The Brickyard shall have no responsibility for loss, damage or injury in relation to any services, features or facilities provided or supplied by third parties.

Information about features, facilities and services at your holiday, is, to the best of our knowledge and belief, accurate at the time of publication of the brochure and Website, however, The Brickyard cannot guarantee that these services, facilities and features will be available during your holiday.

#### 7. Cancellation and changes to your booking

If you want to cancel your booking you must notify us as soon as possible and confirm this in writing. Provided the cancellation is received not less than 12 weeks before the start date of the holiday, only the deposit will be forfeited. If we receive less than 12 weeks' notice, you will be liable to pay the total cost of the holiday including any extras or unrecoverable commitments made to 3rd parties in connection with pre booked activities and events.

Occasionally we have to make changes to bookings. Whilst we endeavour to avoid making changes, we reserve the right to do so and no compensation is available.

Changes in date - If the date of the booking is unavailable, we reserve the right to move your holiday by up to seven days earlier or later than the start date of the holiday booked.

We reserve the right to cancel your booking. In the unlikely event of us having to cancel your booking (except where you have failed to make full payment on time) we will offer you a full refund of all monies paid to us. No other compensation is available.

If you want to amend your booking you must notify The Brickyard as soon as possible. Subject to availability, amendments to your booking can be made up to 12 weeks prior to the start date of your holiday. Amendments to bookings are subject to availability and to a £5 administration fee. If you wish to transfer your booking to another location and/or date, we will use our reasonable endeavours to satisfy your request wherever possible, but we shall be under no obligation to do so.

#### 8. Arrival and Departure

Arrival time on Site is between 12.30pm and 8pm on the agreed date of arrival. If you are likely to arrive after 8pm, please let us know. Please note that arrivals may, subject to availability and a £5

early arrivals' fee, be accommodated from 2pm. Please contact us at least 7 days before your arrival date if you wish to request an early arrival.

You are required to vacate the pitch by 12am on your agreed date of departure. Please note that late departures (up to 18.00) may be arranged subject to availability and a £5 late departure fee.

#### 9. Your Responsibilities

Our site is family run. The family is capable of dealing with all matters of policy at our sole discretion when the need arises. In placing a Booking Request you agree that you and your party will at all times comply with requests of the family.

As the person booking the holiday, you are responsible for the behaviour of all members of the party whilst on the Site.

The pitches must be left in a clean and tidy condition, absolutely no rubbish left behind. Please make our Site Manager aware of any breakages or damage caused during your stay. The Brickyard shall be entitled to charge you for any costs or expenses it incurs as a result of any breakage or damage or a failure by you to leave the pitch in a clean and tidy condition.

You are responsible for the behaviour of all members of your party. Please show consideration to other guests, The Brickyard environment and the wildlife. Noisy or disruptive behaviour, especially at night, wilful damage to the Site or other behaviour considered by The Brickyard to be inappropriate may result in us asking you or a member of your party to leave the Site immediately. No refunds or compensation will be given in these instances, and we reserve the right to claim compensation for damages or inconvenience caused.

To respect the enjoyment of others, we ask that noise levels are kept to a minimum after 10:30pm.

Children remain the responsibility of their parents or guardians at all times on the Site and during activities. Please ensure your children are supervised at all times.

Dogs are no longer allowed on site.

#### 10. Complaints

We want you to have an enjoyable holiday. Should you have cause for complaint, please contact our Site Manager immediately who will try to resolve your issue and advise you of our complaints procedure.

#### 11. Information about you

At times we may request that you voluntarily supply us with personal information. Generally this information is requested when you request information and/or services from us. We may gather and use information about you in the following ways:

We will use your personal information and information we obtain from other sources for administration and customer services, for marketing, to deliver our services to you, to analyse your purchasing preferences and to ensure that the content, services and advertising that we offer are

tailored to your needs and interests. We may need to share your information with our service providers and agents for these purposes (for example, with The Camping and Caravanning Club).

We intend to continue improving the content and function of our Website. For this reason, we may monitor customer traffic patterns and Website usage to help us improve the design and layout of our Website and provide content that is of interest to you.

By providing us with your personal information you consent to our processing your personal data for the above purposes. You also consent to our transferring your information to countries or jurisdictions which do not provide the same level of data protection as the UK, if necessary, for the above purposes. If we do make such a transfer, we will, if appropriate, put a contract in place to ensure your information is protected in the same way that it is in the UK.

We will only use the personal information you provide to us for the purposes contemplated in these Terms, informing you about similar services which we provide (unless you tell us that you do not want to receive this information) and improving the services which we offer to customers.

We may share your information with our affiliates and/or business partners for marketing purposes or we may send you information about other organisations' goods and services. We may contact you by mail, telephone, fax, email or other electronic messaging service with offers of products, services or information that may be of interest to you. By providing us with your contact details you consent to being contacted by these methods for these purposes. If you do not wish to receive marketing information from us or our affiliates and/or business partners other than the information you have requested please indicate this on registration or contact us using the details below.

If we (or any part of us) enter into a joint venture or are sold, transferred to or merged with another business entity or if our business structure changes, the information we hold about you may be disclosed to the new business partners or owners, although your personal information will still only be used in accordance with these Terms.

We employ security measures to protect your personal information from access by unauthorised persons and against unlawful processing, accidental loss, destruction and damage. We may retain your personal information after we have ceased using it for the purposes set out in these Terms, or for as long as the law requires.

You are entitled to obtain details of the information that we hold about you (for which we may charge a small fee). You may also ask us to make changes to the information we hold about you or your marketing preferences to ensure that it is accurate and kept up to date. If you wish to do this, please send an e-mail to [info@thenorfolkbrickyard.co.uk](mailto:info@thenorfolkbrickyard.co.uk) or by post to The Brickyard, Peterstone, Norfolk NR23 1RR.

We may use information obtained about you from cookies (files which are sent to us by your computer or other access device) which we can access when you visit our Website in future. We do this to allow us to identify users and personalise the Website wherever possible. The cookies store small pieces of information about our users, such as names and email addresses. This means that on

future visits to our Website, we can identify past users. We may access cookies stored on your computer when you visit our Website in future or when you open an email from us.

If you want to delete any cookies that are already on your computer, please refer to the instructions for your file management software to locate the file or directory that stores cookies. Any cookie whose name starts with UTM is a Google Analytics first party cookie. If you want to stop cookies being stored on your computer in future, please refer to your browser manufacturer's instructions by clicking "Help" in your browser menu. Further information on deleting or controlling cookies is available at [www.AboutCookies.org](http://www.AboutCookies.org). Please note that by deleting our cookies or disabling future cookies you may not be able to access certain areas or features of our Website.

12. Liability – Please read this section as it is important that you understand what you are agreeing to

Nothing in this section limits or attempts to limit our liability for:

- (a) death or personal injury caused by our negligence; or
- (b) fraud or fraudulent misrepresentation; or
- (c) any breach of the obligations implied by section 2 of the Supply of Goods and Services Act 1982; or
- (d) losses for which it is prohibited by section 7 of the Consumer Protection Act 1987 to limit liability; or
- (e) any other matter for which it would be illegal or unlawful for us to exclude or attempt to exclude our liability.

Subject to the matters detailed above, if we fail to comply with these Terms, we shall not be responsible for any losses that you suffer as a result, except for those losses which we could reasonably foresee would result from our failure to comply with these Terms.

In addition to above, we shall not be responsible for any:

- (a) loss of income or revenue;
- (b) loss of business;
- (c) loss of anticipated savings; or
- (d) loss of data.

Our maximum liability shall be no more than to refund the amount paid by you for the holiday.

As our site are located in a forest environment, we do not accept responsibility for any damage, injury or inconvenience caused by plants or wildlife.

The Brickyard does not accept responsibility for anything which adversely affects your holiday which is outside of our control. These circumstances are known as 'Force Majeure' events and are circumstances that the brickyard could not, even with due care, have foreseen or avoided. Such circumstances include (but are not limited to) war, civil unrest, industrial action, terrorist activity, natural disaster, fire, adverse weather conditions, foot and mouth disease and all other similar events outside of our control. The Brickyard will endeavour to manage any problems caused as a

result of a Force Majeure event but shall be under no obligation to do so and shall not be liable to you for any losses caused by a Force Majeure event.

Reference to any products, services or other information belonging to third parties does not imply or constitute an endorsement, sponsorship or recommendation by The Brickyard. Links to other services not operated by The Brickyard are provided solely for your convenience. The Brickyard accepts no liability for any products, services, or other information provided by third parties.

### 13. Termination of this Contract

Either of us may terminate this contract at any time by providing the other party with 30 calendar days' prior notice in writing.

Termination will not affect either party's outstanding rights or duties, including our right to recover from you any money you owe us under these terms and conditions.

### 14. Other important Information

Any photographs, descriptions or advertising we issue, and any descriptions or illustrations contained in our catalogues on the Website, are issued or published solely to provide you with an approximate idea of our site and the services. They do not form part of the contract between you and us.

If any court or competent authority decides that any of the provisions of these Terms are invalid, unlawful or unenforceable to any extent, the term will, to that extent only, be severed from the remaining terms, which will continue to be valid to the fullest extent permitted by law.

If we fail, at any time while these Terms are in force, to insist that you perform any of your obligations under these Terms, or if we do not exercise any of our rights or remedies under these Terms, that will not mean that we have waived such rights or remedies and will not mean that you do not have to comply with those obligations. Any waiver of a default by us does not mean that we will automatically waive any subsequent default by you. No waiver by us of any of these Terms shall be effective unless we expressly say that it is a waiver and we tell you so in writing.

A person who is not party to these Terms shall not have any rights under or in connection with them under the Contracts (Rights of Third Parties) Act 1999.

You may not transfer any of your rights or obligations under these Terms to another person without our prior written consent, which we will not withhold unreasonably. We can transfer all or any of our rights and obligations under these Terms to another organisation, but this will not affect your rights under these Terms.

These Terms and any non-contractual obligations relating to these Terms shall be governed by and interpreted in accordance with English law. You and we both agree to the exclusive jurisdiction of the English courts. This contract shall be concluded in the English language.

If you wish to contact The Brickyard please use the following address: The Brickyard, Peterstone, Norfolk NR23 1RR.