

Terms and Conditions

In these terms and conditions, 'you/your' refers to the guest and his/her party, and 'we/us' means the owner.

Booking and deposit

- You are required to pay a **20% non-refundable deposit** when you book. If you book within 8 weeks of your arrival, the full amount is due immediately.
- If you book directly with us by telephone we will hold your reservation for a week pending receipt of the deposit and a completed booking form.
- Your booking is secure only once we have received a properly completed booking form, accompanied by the required deposit or full rental charge and security/cleaning deposit if the booking is made within eight (8) weeks of your arrival date.
- The booking form, together with these terms and conditions, constitute a contract between you and us. We accept bookings only upon receipt of a properly completed booking form.
- Payment of your rental deposit may be made by cheque, made payable to Tracy Ford, or by bank transfer by arrangement with us.
- **A £200 refundable security deposit** is required for all bookings, due with payment of the balance, by a separate cheque made payable to Tracy Ford. The security deposit will be returned to you within 28 days of departure provided no deductions are required to cover damage to the property or its contents, additional cleaning costs, or any other loss directly associated with the booking.

Paying the balance, and our cancellation policy

You are required to pay the balance of the rental charge eight weeks before your holiday, (or immediately if you book within eight weeks of your arrival). Payment of the balance may be made by cheque, made payable to Tracy Ford, or by bank transfer by arrangement with us.

A booking can only be cancelled prior to the start date of your holiday. If you wish to cancel the holiday, you must notify us in writing.

- If you cancel your booking **between 8 and 4 weeks** before your arrival date, we will **refund half the balance** you have paid. If we manage to re-let the accommodation for the same dates, we'll refund the other half of your balance.
- If you need to cancel with **less than four weeks' notice**, we will attempt to re-let the accommodation for the same dates and, if we are successful, we will refund your payment, less the deposit. **If we cannot re-let the accommodation, all money paid will be forfeited.** Therefore, we recommend you take out **cancellation insurance** because we'd hate for you to have to pay for a holiday you didn't have.

We reserve the right to:

- refuse to accept any booking at our sole discretion;
- obtain the name, age and gender of your party before accepting your booking;
- enter the accommodation at any reasonable time and for any reasonable cause (we will try to let you know if we need to do this);
- terminate the rental agreement immediately and without compensation or refund if you damage the accommodation, are excessively noisy and disturb others, or if we reasonably suspect you are breaking the law;
- charge for any non-trivial damage howsoever caused.

Our liability

- We shall not be liable for any death or personal injury, or for damage to or loss of your personal property occurring while you rent our accommodation. Please ensure your valuables are covered under your household insurance. Vehicles and their contents are left at your own risk.
- In the event of circumstances beyond our reasonable control, including (but not limited to) fire, flood, exceptional weather conditions, disease outbreaks, industrial disputes etc., we shall not be liable for any resulting costs, losses or damages suffered by you (including the cost of securing alternative accommodation), nor for our failure to undertake our obligations to you. However, in appropriate cases, we will refund your payments to us.
- You use our facilities and 9 acres of grounds at your own risk. You should expect to encounter some potential minor hazards, such as uneven ground, mud, barbed wire, wells, livestock etc.
- We cannot be held responsible for matters beyond our control such as, without limitation, noise, nuisance or disturbance resulting from building works, noisy neighbours or local events, disruption to supplies by utility providers.

Arriving and leaving

Your accommodation will usually be **available from 4:00p.m.** and we ask that you **vacate Barn Cottage by 10:00a.m.** on your day of departure. If you would like to arrive earlier, please contact us in advance to discuss what may be arranged.

The accommodation is for holiday use only. Neither you, nor any person allowed into the property by you, has a right to remain in the accommodation beyond the agreed departure date. You will be liable for any costs incurred because of a delayed departure.

Your responsibilities

Your general responsibilities include, but are not limited to:

- ensuring no more than the number of people for whom the booking is made stay in the accommodation;
- reporting to us any breakages or missing items;
- keeping all furniture, fittings and effects in the same good condition as they were found;
- complying fully with the no smoking policy in Barn Cottage (any damage caused by smoking within any of the property will be subject to the terms outlined herein);
- reporting to us any problems or deficiencies in Barn Cottage immediately they are discovered. On receipt of such a report we will agree in good faith with you the remedial action that should be taken. On no account will complaints be accepted or correspondence entered into where complaints are made after the end of the rental period, since no opportunity to take action was allowed;
- not to part with possession of the property, or share it, except with members of the party shown on the Booking Form;
- not to sell, sublet or transfer the booking to another party without our agreement;
- not to exceed the total number of people stipulated in the property description;
- not to cause an annoyance or become a nuisance to occupants of adjoining premises;
- complying with any safety and security instructions and waste disposal instructions detailed in writing or verbally by us or identified in the property information folder;
- complying with these terms and conditions during the rental period.

Cleaning

We want you to enjoy your holiday and do not expect you to spend the morning of your departure scrubbing and cleaning. However, we ask that you leave the accommodation in a reasonable condition, and we reserve the right to charge extra for cleaning if it is left excessively dirty.

Dogs

We welcome well-behaved and clean dogs under the following conditions:

- you have arranged with us in advance that you are bringing your dog(s) and we have agreed you can do so, at a rate of £5.00 per dog per day;
- dogs have been recently wormed and treated for fleas;
- you keep them under control at all times, and do not allow them to disturb farm animals and wildlife;
- dogs must not be allowed on the furniture or in the bedrooms;
- you provide their bedding;
- you clean up their waste and dispose of it appropriately in the bin provided;
- dogs are never left alone in the accommodation;
- dogs are not allowed off lead in the surrounding fields when livestock is grazing;
- registered guide and support dogs belonging to those with visual and hearing impairments are allowed in Barn Cottage free of charge;
- we cannot accept any liability for any suffering to customers with allergies which may occur as a result of dogs having been present.

Breach of Contract

If there is a breach of any of these conditions by you or any of your party, we (or our representatives) reserve the right to re-enter the property, end the holiday and ask you and your party to leave.

If there is a breach of any of these conditions by us, then you have the right to end the holiday and leave.

Ending of the holiday by either the owner or his representative or the guest does not affect that party's other rights and remedies.

Governing Law and Jurisdiction

It is agreed that English Law will govern any dispute, claim or other matter that may arise in relation to your booking and the parties agree to submit to the exclusive jurisdiction of the Courts of England and Wales.

Validity Clause

In the event that a court finds that a condition in these booking conditions is illegal or void, the illegal or void provision will be severed from the remainder of the booking conditions, which will continue to be valid and have full force and effect.

Data Protection

We will use information you provide only for the purposes of communicating with you with regard to the booking and any services provided by us. We will not disclose your details and those of your party to any third party except when required by law.