

Cowshed & Hayloft Holiday Barns

Terms & Conditions

THESE TERMS AND CONDITIONS ARE A LEGALLY BINDING DOCUMENT. THEY SET OUT THE TERMS ON WHICH WE HIRE OUR HOLIDAY BARNs

DEFINITIONS: In these terms and conditions, where the expressions “You”, “Arrival Date”, “Barn”, “Departure Date”, “Deposit”, “Holiday Period” and “Holiday Price” are used they shall have the meanings given to them in our written Booking Confirmation. Please see below.

Booking Confirmation

A booking is only confirmed by us when we have sent you a written confirmation of your booking (which may be done by e-mail) and received your Deposit in cleared funds

Nature of the Booking

Once we have issued a written booking confirmation and received your Deposit in cleared funds (and in return for you complying with these Terms and Conditions including your payment obligations) you are granted a licence to occupy the Holiday Barn during the Holiday Period for the purpose of a holiday. The Booking is not intended to create any relationship of landlord and tenant between us. You are not entitled to any tenancy, or to an assured short-hold tenancy or to any statutory protection under the Housing Act 1988 or to any other statutory security of tenure now or when the licence to occupy ends. The booking is personal to you, any member of your group for a group booking, or anyone you are booking on behalf of. The use of the word “you” in these terms refers to you, any member of your group for a group booking, or anyone you are booking on behalf of. You must not use the Holiday Barn except for the purposes of a holiday by you and your group, or anyone you are booking on behalf of, during the Holiday Period and not for any other purpose without prior agreement.

Arrival and Departure

Please call Nicola on 07887 424770, or text or email naowens@btinternet.com before the Arrival Date to confirm your arrival time. This telephone number is also on our website and all correspondence. We do like to greet our guests and show them round the barns and can be as quick or as informative as you want. The Holiday Barns should be ready from 3pm on the Arrival Date. Arrivals after 7pm are not a problem as we have key safes with each of our holiday barns. We will provide you the code if you intending to arrive after 7pm. You must vacate the Barn by 10.00 am on the Departure Date in order that we may have it ready for the next guests. Please help us by ensuring that you vacate on time.

Payment

Please pay via our secure system online. You may also pay by bank transfer. Please contact us for account details in this event

When you need to pay

If bookings are made within one month of the Arrival Date the Holiday Price must be paid in full. For booking made in excess of one month from the Arrival Date you must pay a deposit. The deposit will be £100 per barn per booking, with the balance of the Holiday price payable one calendar month prior to the Arrival Date. For Bookings across the Christmas and New Year periods the balance payment is due 8 weeks prior to the booking start date. If the booking is cancelled for any reason after the balance is paid (see further details below) then the balance will be repaid dependent on the barn being resold, if the barn remains unsold then no monies can be returned. During this period the deposit is forfeit. We will contact you to take the balance payment

Group bookings

We welcome group bookings, please book direct from our website and let us know via email when booking.

Cancellation / Changes to a Booking

We cannot guarantee that we will be able to change a confirmed booking but will accommodate you where we can. Either of us may fully cancel a booking at least one month before the Arrival Date, in which case your deposit will be returned to you. We do reserve the right to charge a £25 admin fee, which will be deducted from the deposit.

If the booking is cancelled for any reason (including contracting COVID, or another disease, or having to isolate) less than one month before the Arrival Date you may lose your deposit and you may also lose the balance of your Holiday Price; the balance can only be credited to a future break if we are able to re-let the accommodation. If the cancellation is discounted for any reason and we manage to relet, then the amount we relet for will be credited. If the break is relet via one of our third party directories that we put last minute breaks with, we have to pay them commission, and this must also be taken into account, and deducted from the credit amount.

You have an option when booking on our website to opt for an insurance policy to cover any costs incurred from late cancellations.

Please see exception to this below under the heading 'Future pandemic Lockdowns'.

We may cancel your booking or cut your holiday short where you breach this agreement or because we have been affected by events beyond our reasonable control. Please see the 'Early Termination' section below for further details.

For bookings across the Christmas and New Year periods the balance payment is due 8 weeks prior to the booking start date as stated above. If the booking is cancelled after the balance is paid then 100% of the balance will be repaid only if the barn is re-let upon being

made available, which we will do immediately. If the barn remains unsold then no monies can be returned. During this period the deposit is forfeit.

We are happy to hold payments made and credit your account in the event that you wish to postpone a booking, but your deposit will be forfeit if you request a refund at a later date. If you have paid in full, then the balance can only be credited towards a later booking if the dates you booked are re-let, as above.

Please note that in the event of us advertising a cancellation, we cannot move your booking to these dates if you are looking to bring your break forward. We usually advertise last minute cancellations to try to re-let on behalf of the guest, so we can credit them to a later date. If we move your break, we lose that money.

We strongly advise you to take out travel insurance, and we will cooperate fully with the organisation. See our website offer when booking.

Future pandemic Lockdowns

If you already have a break booked, which falls into a government enforced lockdown period, we will postpone your break and credit the money you have paid to a future break. If the situation changes we can of course proceed.

There will be no restriction on when you have to rebook your break, or when you have to take it. You will not lose your money. You booked a break with us because you want to come and stay, and you will.

Prices

The price quoted is our current price list. Prices may change, so please confirm the price before making a booking. The price at the time of booking is what you will pay

Welcome Basket

Please note that the holiday is self-catering. However, we provide all the goodies for you to make a lovely fresh breakfast on your first morning as standard. This will include fresh eggs from the Ryes Farm chickens, local artisan bread, butter, milk, jam and honey as well as tea, coffee and milk. You will find everything you need to cook it, is provided in the kitchen.

Housekeeping

Please leave the Barns tidy and rubbish free on departure – cleaning materials are supplied for this. If the barn is left in an unacceptable condition we reserve the right to invoice you for this and will expect payment by BACS within 14 days. You should keep the Barn and the furnishings, kitchen equipment, crockery, glasses, bedding and towels clean and in good condition. We are sure that you will take care whilst you stay with us, and we acknowledge that accidents sometimes happen. We do however reserve the right to charge for any damage or breakages, which we consider, was deliberately or recklessly caused. You will be notified in writing as soon as is reasonably practicable, if the damage is discovered after you

depart. We also reserve the right to charge further sums if we are unable to re-let the cottage as a consequence of the damage. To this end, by booking you authorise us to invoice for any additional sums in the unlikely event of damage and the £25 for extra cleaning should the cottage be left in an unacceptable condition and rubbish free on your departure. If reasonably possible, we will discuss with you the extra charges in respect of damage or cleaning before taking the funds.

Value Added Tax

The Holiday Price is inclusive of VAT. Whilst we are liable to pay VAT it is clear that guests would not want to pay an additional amount. So, we have paid the VAT due ourselves without passing on the charge to you and therefore any change in the rate of VAT has no effect on the prices because you are not charged it and we have to pay it whether it is 1% or 20%.

Registration

All guests must register their names, addresses and email addresses with us – and let us know in which Barn they are staying, this is a legal and insurance requisite. Groups – No more than the maximum number of persons, as stated in our written Booking Confirmation may occupy the Barn. We may refuse to allow you to occupy the Barn or require you to vacate the Holiday Barns if group numbers exceed that maximum number and/or the number of guests which you told us would form your party. We reserve the right to refuse or revoke any bookings from groups or individuals which in our reasonable opinion are unsuitable for the Barns. Babies And Children Parents and guardians must ensure that their children are supervised by a responsible adult and are not left unattended. You must take particular care when children are around animals, equipment and water.

Dogs

We welcome up to 2 well behaved dogs in all our properties but are happy to discuss more with you. Please bring bedding and towels for your dog, though we do provide extra towels should you require them and have a couple of beds. Please do not allow your dog on any furniture, or on beds – we thank you for your understanding.

We do ask owners not to leave dogs alone in our properties. They will be in unfamiliar surroundings, can get upset, howl, and damage furniture or furnishings. We are concerned for the welfare of our canine guests, as well as our property.

Please note that in the event of any damage caused, we will, under the terms and conditions of a booking, claim for repairs and or replacement.

We ask owners not to let dogs off the lead outside of your garden and not to let them damage or foul any part of the barns or gardens. Your dog may be well-behaved but some will run around so it's easier to have one rule for everyone.

Please clean up after your dogs poo whether in your own garden or out walking the lovely country lanes around us. You will find we provide you some Poo Bags if you have forgotten, and a bin to dispose them in.

Open Fire & Wood-Burners

Each of our Holiday Barns has a complimentary basket of logs, kindling, firelighters and matches. All cottages have independent modern heating systems and do not depend on the fires for heating. If you require extra logs etc then we do offer these to you at nett cost.

Amenities

The Holiday Barns are complete homes with smart TV's, just download your apps or login to existing ones, Bluetooth speaker, bed-linen, towels, soap, salt, pepper, olive oil, matches, firelighters and fully kitted out kitchens. We give an honest impression of what the cottage looks like through our published images but please be aware that items such as furniture and furnishings are replaced when broken or damaged and that rooms and gardens might have changed since photography; if you wish to be certain that any specific item is still at the cottage please do check with us first. Cots and high chairs are available on request (FREE of charge)

Our Holiday Barns are all non-smoking and/or Vaping inside – a bucket with sand is provided outside on the patio if you wish to partake.

Your Obligations

No furniture, furnishings, bedding, plates or cutlery etc should be moved from or between any of the Holiday Barns and no items are to be taken at all without prior agreement. Items removed will be charged for. You must not do anything that may reasonably be considered to cause a nuisance or annoyance to any other occupier of neighbouring premises. We may require you and your group to vacate the Holiday Barn if you are too rowdy. Flowers and plants are not to be picked or pulled up. You must not litter the area. You must also comply with any other regulations which we reasonably make from time to time, or notified to you from time to time during the Holiday Period and ensure that they are observed by all members of your party.

Early Termination

This section sets out when we may cancel your booking less than one month before the Arrival Date (including during the Holiday Period).

Please see the 'Cancellation/Changes to a Booking' section above for details of other circumstances in which we or you may cancel your booking before the Arrival Date.

We may terminate your booking less than one month before the Arrival Date or during your Holiday Period by notice to you only if you are in material breach of these terms and conditions or because we are affected by events beyond our reasonable control (such as, but without limitation, flood, fire, adverse weather conditions, act of God, war, terrorist

threat, government action or some other catastrophic event of the type covered in a comprehensive insurance policy or the breach or failure of third parties who supply goods, services or property). In which case, if your holiday has begun, you will have to vacate the Barn.

Please note that, without limitation, we consider non-payment of fees when due, your being rowdy, smoking in the Barn, exceeding group numbers, exceeding pet numbers, badly behaved animals, wilfully damaging the Cottage or allowing pets or children to be unsupervised a material breach of these terms and conditions.

If, in accordance with these terms, we terminate your booking less than one month before the Arrival Date or during your Holiday Period otherwise than by reason of your breach of these terms and conditions we shall credit that part of the Booking Costs which relate to the part of the Holiday Period during which you did not occupy the Barn due to such termination, towards a future break.

Notices

Any notice to be served on you under these terms and conditions may be given during the Holiday Period by delivery through the letter box or attaching to the front door of the Barn and shall be deemed received on delivery.

Please note that we cannot be held liable for any injury caused by another guest, human or otherwise, or by incidents such as tripping over etc whilst on our premises or land.

Severe Weather, or loss of utilities.

In the situation that the barn you have booked is not accessible from one of the nearby roads due to flooding, snow or other adverse weather conditions the cost of the booking will be refunded to you. We cannot refund if we experience a power cut, or loss of water supply. We will of course work with you to make you as comfortable as possible, but sometimes these things are way out of our control.

We cannot be held responsible if you are not able to reach the cottage because of adverse weather or travel problems not in our immediate vicinity.

Sorry about all the 'legalese' but I'm sure you understand this is just standard stuff to protect our guests and our business. You are directed to this page upon booking and your acceptance of these terms is deemed by your arrival.

Apologies if some of the terms seem harsh.

We hope you have a lovely holiday with us.

Very best wishes

Nicola XX