

BIG BARN TERMS AND CONDITIONS

These booking conditions form the basis of your contract with the owner so please read them carefully. Nothing in these booking conditions affects your normal statutory rights.

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

The 'owner' means Caroline Murray, the 'property' means Big Barn and attached gardens and grounds, the 'client(s)' means the person(s) named in the booking form, 'Agreement' means the agreement between the owner, the property and the client(s) for the holiday rental of the property on these Terms and Conditions;

Agreement

These terms and conditions are on our website www.bigbarndevon.co.uk and with the booking form. The making of a booking will form an agreement on these terms and conditions between the client(s) and the owner for the holiday rental of the property. The owner permits the client(s) to occupy the property for the holiday rental period shown in the booking form together with the use of its contents.

Contract

The contract is for a short-term holiday rental of the property specified on the booking form made between the client(s) and the owner of the property and is binding from such time that booking is made and inclusive of all the following conditions:

By making a booking the client(s) contracts on behalf of himself/herself and all those in his/her party and represents that he/she has the authority to accept these conditions on behalf of and binding upon all guests in his/her party. Bookings are accepted on the understanding that the property is taken for holiday purposes or any other purposes with the owners agreement and that, excepting babies, the number of people in the property is limited to that entered on the booking form. The client(s) and any friends or family of the client(s) visiting the property while the client(s) is staying there must adhere to the conditions of the contract, including the rules and procedures contained in the information folder provided in the property. If inviting friends to visit the client must first seek the permission of the owner. No tents are to be erected, or caravans/ motor homes to be brought to the property at any time, without the express agreement of the owner.

Booking and payment terms

The total price for your booking (the agreed rental fee), and the dates on which the rental fee is payable, will be set out in your confirmation details. We ask for all payments to be made by BACS online transfers. Payments can only be accepted in Pounds Sterling. For overseas (international transfers) or alternative payment options please contact us. A booking deposit payment of 25% of the total cost is payable on the confirmed booking. The booking will be confirmed in writing or by email by the owner or their agent. Bookings are provisional until a booking deposit is received. If the booking is made less than 8 weeks prior to the commencement of the booked period; the balance and deposit shall be payable at the time of booking. Non-payment of the balance of the rent on or after the due date may be construed as a cancellation of the contract by the client(s).

Damages and security deposit

The owner recommends that client(s) hold personal insurance for accidental damage and personal liability. All bookings are subject to a security deposit of £300.00 per stay, this sum payable to the owner with the client(s) final balance. The cost of any damage or breakages up to the value of £300.00 will be deducted from the deposit and the remainder refunded to the client. If no damage or breakages happen during the client(s) stay, the deposit will be refunded to the client(s) in full, within 4 weeks of the end of the client(s) stay. The client(s) will be responsible for the cost of any breakages and/or damage caused in excess of £300.00.

Care of the property (inc breakages or damage)

The client(s) shall take all reasonable and proper care of the property and its furniture, pictures, fittings in or on the property and its grounds, and leave them in the same state of repair, condition, cleanliness and tidiness as at the commencement of the rental period. This includes all garden furniture and Games Room equipment. The client(s) is required to inform the owner of any damage or breakage in or around the property promptly so that it can be repaired and replaced for the next client(s). The client(s) is bound to reimburse the owner for replacement, repair or extra cleaning costs where reasonably demanded by the owner for damage caused by the client(s).

Cancellation

Any cancellation made by the client(s) for whatever reason must be made in writing as soon as possible to the owner and addressed to: info@bigbarndevon.co.uk or the address on the Big Barn website. Cancellation takes effect on the day written notification is received from the client(s). On receipt of the notice of cancellation the owner will seek to re-let the property for the period of booking. If a re-letting is achieved, the owner will refund to the client the balance of the payment less the booking deposit and less any part of the agreed period that was not able to be re-let. The closer your cancellation is to your holiday start date, the less likely the owner is to recover the holiday costs by re-letting your booked accommodation at the property. In the event of a cancellation less than 8 weeks of the agreed arrival/ commencement date of the booking, the owner of the property reserves the right to retain the full balance payment unless the property has been re-let (as above). The client(s) is strongly advised to take out holiday cancellation insurance, booking deposit payments are non refundable.

BIG BARN TERMS AND CONDITIONS

Client(s) obligations

The client(s) is required to observe the rules and familiarise themselves with the procedures contained in the information folder provided in the property.

Arrival and departure times

The client(s) and his or her party must arrive after the arrival time (4:30pm on the first day of the holiday period) and depart before the departure time (10:00am on the last day of the holiday period for weekly bookings or before 10pm on Sunday for weekend bookings) unless agreed in advance with the owner. The owner recommends arrival before 7pm in winter months where access to rural accommodation is often made more difficult due to lack of local lighting. Any stay that extends over this agreed period will be subject to a charge being made for additional days. The arrival time should be arranged in advance, the client(s) should arrange an estimated time with the owner and inform them of any changes to that time to ensure somebody is available to show the client into the property.

Dogs

Assistance dogs are permitted in the property, however the client(s) must notify the owner of the intended presence of any assistance dogs prior to booking. Dogs are not permitted in the bedrooms or on the furniture. Dogs must not be left unattended at the property at any time. When out of the property, dogs must be kept on a lead under the control of a responsible adult at all times. The client(s) must clear up after the dog promptly, whether in the garden or out on a lead on the farm, and dispose of bagged waste in an exterior bin. The client(s) is responsible for any damage caused by their dog(s) and liable to reimburse the owner for any replacement or repair thereby necessitated. The owner reserves the right to terminate the contract if the behaviour of the client's dog is considered unacceptable. No other domestic pets or non domestic pets can be accepted at the property by the owner.

Occupancy and maximum number of visitors

Occupation must be limited to the maximum number of persons for the property, stated on the property website, in the available beds only, no additional camp beds, tents, caravans or campervans are permitted. The occupation limits are set in line with the level of services available in the property. To exceed the maximum number of persons in the property overloads the facilities available which are often not designed or capable of supporting additional usage, and can lead to extensive and expensive damage. As such any over-occupancy is considered to be a serious infringement of the terms and conditions and can result in an immediate requirement to vacate the premises, with no refund of monies due, and possible further charges in the event of damage to the facilities caused by excess usage. The agreement is personal to the client(s). The client(s) must not use the property except for the purpose of a holiday (or a purpose agreed with the owner) by the client and the client's party during the agreed period, and not for any other purpose or longer period. The maximum occupancy of the property shall not be exceeded. The owner will however always give reasonable consideration to specific requests for use of the property which may relate to occupancy (for example, a function or celebration or use as a film/ photography location). If the client(s) wishes to hold any function or celebrations exceeding the occupancy limit it must first obtain the written permission of the owner. If permission is granted, an additional charge will be made. The client(s) will be responsible for all payments and for any damage whether caused by the client(s) or his or her party. The client(s) agrees to make his or her party aware of these. The client(s) agrees to keep and leave the property and its contents in the same state of repair and condition, and in a clean and tidy state as at the commencement of the booking period (reasonable wear and tear excepted). The client(s) must allow the owner and/or its agents to enter the property to inspect the state of it, on reasonable notice, except in emergency when immediate access must be granted. The client(s) must not use the property or allow its use for any dangerous, offensive, noisy, illegal or immoral activities or carry on there any act that may be a nuisance or annoyance to the owner or to any neighbours. The owner will not tolerate any verbal or physical abuse towards any staff or representatives. The client(s) and his or her party must comply with any reasonable regulations relating to the property of which the client(s) has written notice. Such regulations will be found in the welcome folder in the property, typical examples would include any local conditions regarding parking, fire, waste disposal, smoking, recycling and pets.

Liability and loss of the client(s) property

The owner of the property is not liable for any loss or damage to any client(s) property or any property belonging to a member of the client's party. The client(s) or members of his/her party cannot hold the owner of the property liable for any personal injury/death howsoever sustained where the owner and/or their employees have used reasonable skill and care; and/or where caused by the fault of the person(s) affected or any member(s) of their party (including inadequate supervision of children); and/or where caused by the fault of a third party, and/or where caused by an event that could not have been reasonably foreseen or avoided. The owner will contact the client(s) regarding left property, and will endeavour to return it to the client at the earliest opportunity. The owner will not be liable for any loss of property or any other loss or damage caused by it or its agents or contractors: unless it has breached a legal duty of care owed to, or contractual term for the benefit of, the claiming party; or where such loss or damage is not a reasonably foreseeable result of any such breach; or where such loss or damage results from a breach by the claiming party of any duty of care owed to, or contractual term for the benefit of, the owner.

BIG BARN TERMS AND CONDITIONS

Right of entry

As with any property, there is a need for ongoing and occasionally unforeseen work in any accommodation. The owner and their contractors may enter the property at any reasonable time for reasonable cause. This includes the need to undertake inspections and undertaking of unforeseen (internal and external) remedial repairs. The owner will give the client(s) reasonable notice of such requirements, and aims to restrict the working hours of any contractors to between the hours of 09:00 — 17:00. If this is not possible the owner will offer reasonable compensation for any foreseeable inconvenience or loss of enjoyment caused on that day. Whilst respecting the reasonable privacy of the client(s), the owner of the property reserves the right to access the property at all times, if necessary, for repairs and emergencies.

Right to evict

The owner reserves the right and may terminate the agreement on immediate notice, and in such case the client(s) and his or her party must leave the property, (without compensation being payable to the client(s) or any member of his or her party) if: this is deemed necessary by the owner where there is a serious breach by the client(s) of the agreement or the client(s) or his or her party's behaviour endangers the safety of other visitors or members of staff; or any complaints are made of anti-social, unacceptable behaviour or unreasonable breakages or damage occurs or smoking restrictions are not observed.

Right to refuse/ alter

At the owners discretion bookings may be refused. The owner may cancel or alter booking arrangements made whether before or during the holiday period provided that such cancellation or alteration is necessary: due to circumstances beyond the reasonable control of the owner; or to perform or complete essential remedial or refurbishment works to the property. If a booking is altered or cancelled by the owner, reasonable steps will be taken to offer a suitable alternative booking. If the owner is not able to offer such an alternative or the client(s) does not accept the alternative offered, the owner will return to the client(s) the relevant proportion of the holiday rate paid by the client(s) to the owner in respect of the property and will not otherwise be liable for any additional loss caused by such alteration or cancellation.

Smoking

Smoking is not permitted anywhere inside the property, please ensure that if there are smokers in the party that any cigarette ends are disposed of safely in the exterior bins.

Services

The holiday price will include all charges for water, gas, electricity, or oil. Client(s) must comply with the instructions found in the welcome pack in the property regarding the appropriate fuel for use on open fires or stoves within the property. Any damage caused by using inappropriate fuel will be charged to the client(s).

Water supply

The owner cannot accept responsibility for a shortage of water at the property where this is as a result of a drought, an act or omission of the relevant water services company or for any other reason outside of the owner's reasonable control.

Septic tank

There is a private sewage system (septic tank). The client(s) and his or her party must ensure that during the rental period no nappies, tampons, sanitary towels etc, are put down and flushed through the loos, there are bins and bin liners in all bathrooms, provided for this purpose.

Weather

If the property becomes inaccessible due to bad weather the owner will take reasonable steps to inform the client(s).

Keys

The client(s) will be issued with keys to the property on the first day of the holiday period and the client(s) must return them on the last day of the holiday period or the date of departure, if earlier. Failure to do so will incur the cost of a replacement set of keys and locks if deemed necessary by the owner.

Comments/ complaints

Every reasonable care will be taken to ensure that the property is presented to the client(s) to a high and exacting standard. Should the client(s) find on arrival that there is a problem, or cause for complaint, the client(s) should immediately contact the owner. Reasonable steps will then be taken to assist the client(s). The owner is committed to ensuring that any problems or complaints the client(s) may have whilst at the property are resolved efficiently and promptly, but as such must be given the opportunity to do so. Any refusal to notify the owner immediately or refusal of reasonable rectification may affect the client(s) right to compensation. The client(s) must formally confirm any unresolved complaint in writing or by email to the owner within 28 days of returning from the holiday.