

# Terms and Conditions for the Rental of The Beanacre Barn

Making a booking constitutes acceptance of the terms and conditions outlined below:

Please see temporary changes to Cancellation Policy for reservations made during the COVID-19 pandemic.

## 1. THE CONTRACT

1.1 The contract entered into is between Susan M Griffin of Church Farm House, Binegar (The Owner) and the person making the booking (The Hirer).

1.2 The contract is not effective until the required payment has been received and confirmation sent from the Owner to the Hirer.

## 2. BOOKING

2.1 Bookings cannot be accepted from persons under the age of 18 years

2.2 The Barn is designed to accommodate 2 persons. It has the facility to accommodate up to 2 additional guests of the Hirer for a maximum of 3 nights. The number of persons occupying the Beanacre Barn at any one time must not exceed four. The Owner must be advised by the Hirer, on or before the date for payment of the balance of the rental charge, of the requirement to accommodate additional guest(s). Bed linen and towels will be provided for such guests subject to a supplementary charge per person per week, or part week, to cover laundry.

2.3 The Beanacre Barn is not suitable for children under 12 years of age.

2.4 The person who makes the booking (the Hirer) will be responsible for all persons included in the booking and should ensure that they are all aware of these booking terms and conditions.

2.5 The Owner reserves the right to decline any booking or refuse to hand over the keys to any person who has not complied with the booking terms and conditions.

## 3. RESERVATION

3.1 Up-to-date availability is shown on the website. Before making a reservation request please check the availability for your required dates. Provisional reservations can be made by telephone (this is the preferred method as it enables a provisional reservation to be made at the time) or by using the online request form on the website.

3.2 Once accepted, the provisional reservation must be confirmed by the payment of the required deposit within 5 working days. This payment may be made by bank transfer (this is the preferred method) or by credit card using the secure on-line PayPal system or by personal cheque by post. Bank details will be provided as required.

3.2 Provisional reservations may be cancelled by the Owner after 7 working days, without further reference, if the deposit has not been received.

3.3 To make a reservation:

### a. By telephone

- Telephone to confirm that the Beanacre Barn is available for your required dates and to make a provisional reservation directly with the Owner.
- The Owner will record the reservation and provide details of the deposit required and the payment options.
- Receipt of your deposit and confirmation of your reservation will be provided by the Owner by email or phone.

### b. Online at [www.beanacrebarn.co.uk](http://www.beanacrebarn.co.uk)

- Check the availability and cost for your required dates using the online availability calendar.
- Telephone your booking request using one of the numbers shown on the website (+44 (0) 1749841628 or +44 (0) 7986912745).
- The Owner will record the reservation and provide details of the deposit required and the payment options.
- Receipt of your deposit and confirmation of your reservation will be provided by the Owner by email or phone.

OR

- Complete & send the online booking request form, completing all sections.
- Within 24hrs (whenever possible) your request will be acknowledged by email and/or telephone to confirm your provisional reservation and to provide payment details.
- To confirm your reservation pay the required deposit. The preferred way is by online bank transfer however payment by personal cheque or by credit card using the secure PayPal system can be accepted.
- Receipt of your deposit and confirmation of your reservation will be provided, by email, by the Owner.

3.4 You must pay the balance of the rental charge at least 5 weeks before the holiday is due to start. Please note that reminders cannot be sent.

3.5 If the balance is not received within the time specified, the Owner reserves the right to cancel the booking, re-market the Beanacre Barn for that hire period and retain the deposit.

3.6 Reservations made within 6 weeks of the start of the holiday will require payment to be made in full at the time of booking (ie within 5 working days of the provisional booking being confirmed).

#### 4. CANCELLATION

4.1 Once a reservation is confirmed by payment of the deposit, the Hirer is responsible for the total cost.

4.2 Where the arrival date is more than 35 days away when the cancellation by the Hirer is made, the Owner will refund any monies paid less the deposit paid.

4.3 Where the arrival date is less than 35 but more than 21 days away at the time of cancellation by the Hirer, the Owner will refund 50% of the monies paid for each week or short break originally reserved.

4.4 Where the arrival date is less than 21 but more than 7 days away at the time of cancellation by the Hirer, the Owner will refund 25% of the monies paid for each week or short break originally reserved.

4.5 Where the arrival date is less than 8 days away at the time of cancellation by the Hirer, no refund will be paid.

4.6 The Owner does not operate any scheme of cancellation or travel insurance. The Hirer is advised to obtain their own insurance cover for their holiday.

4.7 COVID-19 In the event of the following scenarios arising from the COVID-19 pandemic, you would have the option to defer your booking until a later date, receive a credit note or cancel your booking and receive a full refund. The scenarios below apply to both new and existing bookings.

- UK Government restrictions imposed on travel as a result of COVID-19, including UK-wide or regional lockdowns which prevent you from travelling to the Beanacre Barn and/or taking up your booking.
- Restrictions imposed on international travel as a result of COVID-19 by the UK Government (or by the government of the home country of an overseas visitor) which prevents travel to the UK.
- The closure of Beanacre Barn as a result of COVID-19.

Please note that if you are unable or unwilling to travel for any other reason, our normal cancellation policy would apply.

Our normal booking procedure should be followed including the date by which your balancing payment should be made.

## 5. BOOKING ALTERATIONS

5.1 Any change of dates by the Hirer will be subject to the agreement of the Owner.

5.2 If for reasons beyond its control the Owner has to cancel arrangements made for the Hirer, the Owner will return to the Hirer all monies paid, where upon the owners liability will cease. The Hirer should ensure that he/she has appropriate insurance cover for such events.

5.3 Bookings are not transferable to persons other than those named as the Hirer(s) in the initial booking, except by agreement with the Owner.

## 6. DAMAGE, LOSS AND NUISANCE

6.1 The Hirer agrees:

- a. To treat the Barn and its contents with care and respect.
- b. To be responsible for leaving the accommodation in good order and in a clean condition.
- c. To report and pay for any loss or damage, however caused, incurred during occupation. A minimum charge of £5 will apply for any loss or damage.
- d. To allow reasonable access to the Barn by the Owner or representative if it is deemed necessary.

6.2 If in the opinion of the Owner any person is not suitable to continue their occupation of the Beanacre Barn because of unreasonable behaviour, damage or nuisance to other parties, the contract may be treated by the owner as discharged and the owner may re-possess the property immediately. The Hirer will remain liable for the whole cost of rental and no refund will be due.

6.3 Smoking is not permitted in the Beanacre Barn or in its immediate surroundings ie patio, garden, etc

6.4 The Owner shall not be responsible for loss or damage to any belongings of the Hirer (or of the Hirer's guests) or for injuries sustained by the Hirer (or by the Hirer's guests) unless caused by negligence or default of the Owner.

## 7. OCCUPANCY

Occupancy shall be from 3.30pm on the day of arrival to 10.00am on the day of departure, unless alternative arrangements have been agreed with the Owner.

## 8. DOGS AND PETS

The Beanacre Barn is not suitable for dogs or any pets and therefore these may not be taken into the building.

## 9. DESCRIPTION

9.1 Whilst the Owner makes every effort to ensure the accuracy of descriptions, these are inevitably subjective and are for guidance only. If there are any points of particular importance please contact the Owner to clarify information.

9.2 Whilst the Owner has taken all responsible steps to ensure that the information contained in its brochures, tariffs, websites and advertisements is accurate, the owner reserves the right to alter, substitute or withdraw any fee, service, facility or amenity.

## 10. LIABILITY

10.1 The Owner cannot accept responsibility for any material loss, damage, additional expense or inconvenience directly or indirectly caused by or arising out of the property, its plumbing, heating, electrical services or exceptional weather.

10.2 No responsibility is accepted for loss or damage of property, vehicles or vehicle contents belonging to the Hirer or any member of the party during their occupancy.

## 11. COMPLAINTS

11.1 If in the opinion of the Hirer there are grounds for complaint, it is the duty of the Hirer to take it up with the Owner immediately or as soon as reasonably possible and in any event before departure to allow remedial action to be taken.

11.2 It is specifically agreed that failure by the Hirer to notify the Owner of any complaint in accordance with the timescale set out in clause 11.1 will entitle the owner to refuse to entertain the complaint, irrespective of its merits.

## 12. WAIVER

The failure of the Owner to enforce or exercise, at any time, or for any period of time, any term of, or any right pursuant to this Agreement does not constitute and shall not be construed as a waiver of such term or right.

## 13. LEGAL PROVISIONS

13.1 The construction, validity and performance of this Agreement are governed by the laws of England and the parties agree to submit to the jurisdiction of the English Courts.

13.2 The Hirer agrees that the contract with the Owner is made at the owner's premises and that any proceedings between the parties shall be conducted in the County Court nearest to the Owner.

13.3 Clause headings are for convenience only and do not form part of or affect the interpretation of this agreement.

## 14. DATA PROTECTION

14.1 All personal data provided to the Owner will be held and processed in accordance with the requirements of the Data Protection Act 1998. The owner will keep that data safe and secure and will not share it with any other organization without the consent of the Hirer, unless required to do so by law.