

Booking Terms and Conditions

These are the terms and conditions which Christopher John Peatroy and Tanya Frances Peatroy both of Lois Farm, Horsington, Somerset BA8 0EW ("referred to as us, our or we") and any person ("referred to as you or your") applying for bookings for use as a holiday home, Lois Barns, Lois Farm Horsington, BA8 0EW ("the Property, Courtyard Barn, The Byre"). These Terms and Conditions are valid for all bookings made after 9th January 2021.

1. General

These are the only terms and conditions upon which we are prepared to enter into agreements for a short-term holiday rental of the Property. The contract is made between us (The owners) and you (the person making the booking) and you are deemed to have read and accepted these terms and conditions before submitting a booking. The party leader (The person making the booking) must be at least 18 years of age at the time of booking and will need to supply a full list containing the names and ages (for guests under 18 only at the time of booking). You are responsible for ensuring all guests in your party comply with our booking conditions.

All applications to book holidays in the Property must be submitted by you using our standard booking form or our online reservation system on our website at www.loisbarns.co.uk, unless booked on an Online Travel Agency.

The contract will not come into force until we have received the deposit referred to in Clause 2 below. The contract will be subject to these booking terms and conditions and must be complied with.

2. Deposit and payment

The contract will only come into force once we have confirmed your booking by e-mail and received cleared funds of a deposit of twenty percent (20%) of the full cost of your booking (The Deposit) The deposit must be paid within three days of the booking being placed. All bookings made through the online booking system or via an Online Travel Agency are provisional until confirmed by us.

The balance of the rental will be due for payment fifty six (56) days (8 weeks) prior to the commencement of your booking. We will send a reminder when the balance is due. Non payment of the balance by the due date may be treated as your intention to cancel your booking and we will be entitled to re-let the property without reference to you.

If your booking is made less that fifty-six days (8 weeks) prior to the holiday commencement date then your booking will only be confirmed and our Contract will only come into force once we have received payment in full in cleared funds.

No entry to our properties will be given without full payment beforehand.

3. Cancellation by You

Please note any booking made between 18th June 2020 and 8th January 2021 are covered under different Terms and Conditions and are available by emailing tanya@loisbarns.co.uk

Cancellations must be notified to us in writing (preferably by email) at your earliest convenience, on receipt we will confirm and process your request. There is an administration fee of 5% of the total booking fee or £75.00 whichever is less to cover our expenses.

Cancellations received 56 days or more before commencement of stay

The deposit will be refunded to the client less the administration fee

Cancellations received 56 days (8 weeks) or less before commencement of stay

We will whenever reasonably practicable re-offer the Property for letting and will take all reasonable steps to achieve a re-letting of the Property for all or as great a part as possible of your period of letting. The re-letting price will be refunded to you less the administration fee. If we are unable to re-let the property for any of the period of your stay, we will refund you according to the sliding scale below.

Days prior to stay that notice of cancellation was received	Percentage of Total Monies Paid
More than 56 days	Full refund less Administration fee
35 to 56 Days	60% less Administration fee
21 to 35 days	40% less Administration fee
14 to 21 days	20% less Administration fee
0 to 14 days	10% less Administration fee

Refunds for cancellations received less than 56 days prior to the arrival date will be paid within five days of the departure date of the original booking. Refunds for cancellations received greater than 56 days prior to arrival date will be paid within 14 days of notice being received.

Covid-19

National Lockdowns

If a national lockdown coincides with the dates of your stay where you are unable to travel and/or we are prevented from opening you will receive a full refund

Regional/Local Lockdown

In the event that the address given by you at the time of booking is put into local/regional lockdown (Tier restrictions) where you are unable to travel or the property is placed into a tier where it would be required to close, you will receive a full refund. The refund applies only to a restriction on the lead address given on the booking form.

Your Inability (or the inability of any, some or all intended occupants) to travel or disinclination to travel

This includes – but is not limited to – illness (including Covid), a requirement or recommendation to self-isolate or quarantine, shielding, a call to jury duty, military service, incarceration, change in personal or work circumstances, family emergencies, travel delays, vehicle breakdown, and delays with public transport. These remain at your risk and do not give rise to a right to cancel or to receive a refund unless we re-let the property, other than according to the sliding scale above. You are strongly recommended to take out UK travel insurance to cover these eventualities. **If you choose not to take out UK travel insurance, then you accept responsibility for any loss that you may incur due to your cancellation.**

In the event that you are instructed by UK or Local Government to self-isolate at the property you will be responsible for the cost of (i) any additional nights outside of the holiday period and (ii) rehusing any booked guests that are displaced as a result of the additional nights required by you in an equivalent property.

Travel Insurance

We strongly recommend that you and **all** members of your party take out your own travel insurance for UK holidays to cover illness and accidents. There are a number of policies that include cover for illness with Covid and self-isolation you can look for suitable cover on comparison sites such as www.gocompare.com.

We are not selling, promoting, endorsing or recommending any particular product, and do not benefit financially from, nor have any formal relationship with, any of the following providers.

<https://www.coverwise.co.uk/Travel-Insurance/corona-virus.aspx>

<https://www.allianz-assistance.co.uk/travel-insurance/Covid-19-travel-insurance.html>

<https://www.trailfinders.com/insurance#/step1>

If you choose not to purchase travel insurance then you accept responsibility for any loss that you may incur due to your cancellation

Force Majeure – Cancellation by Us

In these terms and conditions "Force Majeure" means any circumstances beyond the reasonable control of the Owners including, without limitation, an Act of God, Fire, Flood, War or Acts of Terrorism, Pandemics, Epidemics, Exceptional Weather Conditions, Destruction/Damage, interruption or failure of utility service. If by reason of Force Majeure the Property is not available at the commencement of the time booked by you or the property is unsuitable for letting at that time, the Owners shall not be deemed to be in breach of contract but we shall refund in full to you all fees, charges and any deposit paid in advance. We will not be liable for any other claim for loss or damage.

If for any reason beyond our control we are forced to cancel your stay part way through due to a Force Majeure Event affecting us or the property we will refund you the remaining lodging costs based on the time of your booking remaining. This will be the full extent of our liability and no additional compensation, expenses or costs will be payable.

TERMS OF HIRE

Duration and Times of Lettings- Unless expressly agreed by us in writing the period of the booking commences at 4pm on the first day of the booking period and ends at 10am on the date of departure.

Nature of the Contract – This contract relates to a “holiday let” the purpose of which is to confer on you as a holiday maker the right to occupy the property for a holiday only. It is intended to create a licence for you and your party to occupy the Property for the purpose of a holiday and such licence shall not include or create any tenancy whether assured, assured shorthold or otherwise.

Prices and Fees - The Owners reserves the right to amend the prices for lettings quoted in the event that the same are incorrect due to error or omission.

Limitation of liability – please remember that farms can be dangerous places. We have produced guidelines for access to the farm and livestock (Please see Farm Safety below) and we urge you to familiarise yourself with, and to observe them. We are not able to exclude or limit our liability for negligence or breach of contract resulting in death or personal injury and we do not seek to do so. However, we will not accept any allegation of negligence or breach of contract leading to such consequences where you or a member of your party have failed to act reasonably and in accordance with these guidelines and the safe receipt and reading of which you confirm by accepting these terms and conditions.

Your Responsibility

- (a) To ensure each member of your party is listed on the booking form with his or her full name, and age if under 18;
- (b) Each member of the party is aware of and will comply with all the rules and regulations in respect of the use and occupation of the Property.
- (c) The number of persons within the party shall not exceed the maximum number of persons permitted to occupy the Property. Courtyard Barn can sleep six plus cot and The Byre can sleep 3 plus Cot.
- (d) Under no circumstances may more people than the maximum number, stated above, occupy the property, except with the express written permission of us
- (e) People not listed as part of your party must not use the accommodation or facilities unless agreed beforehand with us.

Any breach of these provisions will constitute a breach of contract, thereupon we may terminate the booking forthwith in which event all moneys paid by the Applicant will be forfeited and you may be required to vacate the property.

We reserve the right to repossess the property at any time where damage or nuisance has been caused by you or any member of your party and in such event we shall not be liable to make any refund whatsoever. You must not use the property for any dangerous, offensive, noxious, noisy, illegal or immoral activities or carry on there any act that maybe a nuisance or annoyance to neighbouring properties.

Client's obligations - .

The Client agrees:

- a. To pay for any losses or damages to the property, however caused, reasonable wear and tear excluded.
- b. to take good care of the property and leave it in a tidy condition at the end of the tenancy.
- c. not to smoke (or cook) anywhere other than permitted areas of the property.
- d. Not to bring pets to the Property.

Damages and breakages You are legally bound to reimburse us for replacement, repair or extra cleaning costs on demand. Any damages or breakages will have to be paid for in full on demand within seven (7) days of notification in writing. We recommend you have appropriate insurance in place to cover this. (We would not charge for the odd glass or plate)

Risk

We shall not be liable for any loss or damage suffered by you in respect of any personal belongings of you or your party on or at the Property howsoever arising.

Drones, night lanterns and fireworks.

The use of drones is not allowed. Fireworks or night lanterns are expressly forbidden as they are a fire hazard and can cause death or injury to local livestock or wildlife.

WIFI & Internet

Free Wi-Fi and broadband internet is provided for your reasonable use and may be subject to separate terms and conditions. You agree to reasonable and lawful usage of this service. We will not be liable for slow connections or for any interruptions to or the failure of this service.

General

- a. These terms and the contract between us and yourself shall be subject to and interpreted in accordance with the laws of England and the Courts of England shall have exclusive jurisdiction to hear any claim arising from such contract.
- c. Words herein denoting the masculine gender shall, where the context so admits be taken to include the feminine and neuter genders and vice versa.
- d. Words herein denoting the singular shall, where the context so admits be taken to include the plural and vice versa.

Farm Safety

Please ensure all members of your party are aware of and abide by these guidelines.

- (i) Children under twelve must not be allowed to explore the farm unless accompanied and supervised by a responsible adult.
- (ii) Guests are asked not to enter farm buildings or climb on farm equipment.
- (iii) Do not climb fences or gates, please note many of the of the paddock fences are electrified and can give a shock if touched.
- (iv) Guests should not approach or feed any animals unless accompanied by us.
- (v) The garden of the farm house are out of bounds, due to our dogs.