

# Booking Terms and Conditions for Littonfields Barn

## CONTRACT

The Contract for a short-term holiday rental will be between the Owners of Littonfields Barn (referred to as “us” or “we”) and the person making the booking and all members of the holiday party (referred to as “you” or “your”) under the following booking conditions. UK law will govern the Contract. The contract of hire is not effective until we have received and processed the deposit. The contract will be subject to these booking conditions, and must be complied with. The party leader must be at least 18 years of age at the time of booking.

## PAYMENT

Bookings are confirmed on receipt of the booking form and receiving the deposit of 25% of the holiday cost. The balance of the rental will be due for payment one month before the start of your holiday. We reserve the right to cancel a holiday where payment has not been received one month before the commencement date. If the booking is made within 1 month of the holiday start date, then payment will be due in full. Once you have a confirmed booking (i.e. the deposit has been paid and processed), you are responsible for the full rental cost even if you subsequently cancel, unless your booking was placed after 7<sup>th</sup> June 2020, and is covered by our Cancellation Protection (see Cancellation, below).

## CANCELLATION

Cancellations must be immediately notified to us by phone and confirmed in writing. The treatment of a cancellation will depend on a) the date the booking was made, and b) when the cancellation is made:

- **Bookings placed after 7<sup>th</sup> June 2020** have Cancellation Protection cover under our Master Cancel Policy if you cancel **between 60 days and 2 days prior to arrival**.
  - If you cancel from 60 days up to and including 2 days before check-in date, you will receive a full refund of the lodging costs you have paid. Only lodging costs are refunded. Additional extras, including but not limited to cleaning fees, tax and other ancillary charges are not refunded. Refund payment for cancelled booking will be released back to the cancelling guest on the scheduled date of check-out of the original booking. Cancellations made 1 day prior to, or on the day of check-in **will not be eligible for refund**. Example: for a check-in on Saturday you could cancel the prior Thursday before 16.00 and be reimbursed in full, but not on Friday (1 day prior) or Saturday (day of check-in). **For this reason we strongly recommend you take out your own travel insurance for UK holidays which covers booking cancellations**. This is available at very affordable rates, and gives you the peace of mind that you will get your money back if you need to cancel your holiday. **If you choose not to then you accept responsibility for any loss that you may incur due to your cancellation.**

- **If you cancel 61 or more days before check-in date**, we will endeavour to re-let the property for those dates. If we are able to re-let your dates, we will refund you the deposit amount (which may be less than you paid – e.g. if the final letting price was discounted or only some of the days are re-let) less an administration fee of 10%. If we are unable to re-let you remain responsible for the deposit and there will be no refund under any circumstances. **For this reason we strongly recommend you take out your own travel insurance for UK holidays which covers booking cancellations.** This is available at very affordable rates, and gives you the peace of mind that you will get your money back if you need to cancel your holiday. **If you choose not to then you accept responsibility for any loss that you may incur due to your cancellation.**
- You will be reimbursed at check-out date of original booking.
- **Bookings placed before 7<sup>th</sup> June 2020** are not cancellation protected, meaning that if you cancel **before the date the balance is due**, and **we are able to re-let your dates**, we will refund you the deposit amount (which may be less than you paid – eg if the final letting price was discounted or only some of the days are re-let) less an administration fee of 10%. If we are unable to re-let you remain responsible for the deposit and there will be no refund under any circumstances. You will be reimbursed at check-out date of original booking. From 42 days before check-in to the day of check-in, you remain responsible for the full rent and there will be no refund unless we are able to re-let your dates, in which case we will refund you all or part of the sum you have paid, depending on the value of the replacement booking, less a 10% administration fee. You will be reimbursed at check-in date of the original or replacement booking, whichever has the later arrival date. **We would strongly advise that guests take out a travel insurance policy which covers booking cancellations.** This is available at very affordable rates, and gives you the peace of mind that you will get your money back if you need to cancel your holiday. **If you choose not to then you accept responsibility for any loss that you may incur due to your cancellation.**

### **CIRCUMSTANCES ON SITE BEYOND THE CONTROL OF THE OWNER**

If for any reason **we** have to cancel your booking in advance due to circumstances beyond our control **at our site** – for example fire, flood, or destruction/damage to the property – then we will **at our sole discretion** seek to find you comparable accommodation for your dates, or will offer you alternative dates, or we will refund the full amount of the booking. If **we** have to terminate your holiday early for the above reasons you will be relocated/credited/refunded part of the booking fee value based on the time remaining of the booking. This will be the full extent of the liability of the Owners. No additional compensation, expenses or costs will be payable.

### **FORCE MAJEURE**

- Other than holidays covered by the Cancellation Protection conditions above (for bookings made after 7<sup>th</sup> June 2020), we do NOT cover you for your holiday being unavailable due to natural disasters, terror attacks, acts of war, hijacking, riots, incidents of civil unrest, pandemics, epidemics, or general restrictions on movement imposed by local or national Government, which may prevent you from taking your holiday. **We would strongly advise that guests take out a travel**

**insurance policy which covers booking cancellations.** This is available at very affordable rates, and gives you the peace of mind that you will get your money back if you need to cancel your holiday. **If you choose not to then you accept responsibility for any loss that you may incur due to your cancellation.**

## **TERMS OF USE**

**You may access the property from 16.00** on the day of arrival (earlier arrivals are strictly by arrangement only). **Please note that departure is by 10.00 on your final day** (again, later departures are strictly by arrangement only). We need this time to ensure that the barn is cleaned and ready for your arrival after the previous guests. You must not use the property except for the purpose of a holiday during the holiday period, and not for any other purpose or longer period. The agreement to stay in the property for the holiday period does not create the relationship of Landlord and Tenant between the parties. You shall not be entitled to a new tenancy, or to any assured short hold or assured tenancy or any statutory protection under the Housing Act 1988 or other statutory security of tenure now or at the end of the Holiday Period. On departure, you are requested to leave the accommodation in a clean and tidy condition. This includes washing up, placing rubbish in bin liners and putting in outside bins, ensuring ovens and barbeque are clean and free from grease.

## **NUMBER OF PERSONS USING THE PROPERTY**

Under no circumstances may more than the maximum number of 12 persons and 2 infants occupy the property, unless by prior arrangement with the owners. We reserve the right to refuse admittance if this condition is not observed.

## **LIABILITY**

Littonfields Barn, its employees and representatives shall not be liable to you or your party for loss or damage to property howsoever arising. You must take all necessary steps to safeguard yourselves and your property.

## **CARE OF THE PROPERTY**

You are responsible for the property and are expected to take all reasonable care of its furniture, pictures, fittings and effects, in or on the property. You must leave them in the same state of repair and in the same clean and tidy condition at the end of the rental period as at the beginning. You must not use the properties for any dangerous, offensive, noxious, noisy, immoral activities or carry on there any act that may be a nuisance or annoyance to the owner or other neighbouring properties. Smoking is not allowed inside Littonfields Barn or the Games Barn.

## **DAMAGES & BREAKAGES**

You are legally bound to reimburse us for replacement, repair or extra cleaning costs on demand (although we would not charge you for the odd glass or plate). If you lose a set of keys, you will be charged £20 to cover the cost of their replacement.

## **RIGHT OF ENTRY**

We shall be allowed reasonable right of entry to the property at all reasonable times for purposes of inspection or to carry out any necessary repairs or maintenance.

## **COMPLAINTS**

Every effort is made to ensure that you have an enjoyable stay. However, if you have any problem or cause for complaint, it is essential that you contact us immediately to give us the chance to resolve it. We value your custom and want you to return. We live on site, and will do our best to resolve any problem. This is easier to do before your leave!

## **PETS**

No pets will be allowed in the Littonfields Barn, the games barn or in cars parked outside Littonfields Barn. Should this condition not be observed we retain the right to refuse entry to all guests within the party. For any special circumstances please contact the property owners for advice.

## **PRIVACY POLICY**

We are committed to ensuring the best standards of practice in all our activities. Visitors to our web site can be assured that the protection of privacy and confidentiality are given the highest priority. All personal information is collected, held and used in strict compliance with the Data Protection Act 1998.

## **INFORMATION COLLECTED**

We do not collect any personal information from visitors to our website other than information that is knowingly and voluntarily given. Anonymous information is collected, such as the number of visitors to the website in a given period or details of properties and dates selected for online bookings, but it is purely statistical and cannot be used to identify an individual user. Cookies are not used to collect any other information from visitors to the website.

## **USE OF INFORMATION**

The information collected may be used to contact you with further details of our current activities or to send details of future initiatives or events. It may also be used for research purposes. You can inform us at any time if you no longer require such information to be sent. We treat any data collected during the course of making bookings or dealing with enquiries in strict confidence. Your data will never be sold. As members of Premier Cottages (a marketing collective of the best four and five star cottages in the UK) we have agreed to supply to Premier Cottages Ltd the names, postal and email addresses of all guests booking with us during the previous year, in order that these guests may be sent a Premier Cottages brochure and sent promotional emails from time to time. We also provide them with the email addresses of guest enquiries. By accepting these terms and conditions you are indicating your consent to receiving these communications from us unless you let us

know otherwise, which you can do at the point of booking by ticking the Marketing Notes box in the extras section. If at any time you would like your details removed from this list all you need do is to click the unsubscribe link on any of the emails or contact us on [hello@littonbarn.co.uk](mailto:hello@littonbarn.co.uk) and we will arrange for you to be removed from the database.

### **Third Party Disclosure**

We will NEVER pass any personal information on to any third party without your consent.

### **Data Security**

We take appropriate measures to safeguard the information we hold from unauthorised access or improper use. Our database is stored in a secure, password protected location. Only users authorised by us have access to this data.

### **Integrity of Data**

We take all reasonable measures to ensure that the information we hold is accurate. In particular we use reliable collection methods and destroy or convert to an anonymous form, any out-of-date data. Individuals may request details of all personal information held by us so as to contest inaccurate or incomplete data, verify the information and have it corrected as appropriate.

### **Enforcement**

Any queries relating to our collection or use of personal information should be addressed to: [hello@littonbarn.co.uk](mailto:hello@littonbarn.co.uk)