

# BOOKING TERMS AND CONDITIONS

## 1. THE CONTRACT

The Contract for a short-term holiday rental will be between Wayne Harris / Rachel Taylor owners of Crabtree Barn holiday let (referred to as “Crabtree Barn or We”) and the person making the booking and all members of the holiday party (referred to as “the Customer, or Your or You”) in the following booking conditions. UK Law will govern the Contract. The contract of hire is not effective until We have 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 and prior to arrival. We must be provided with a list containing the **names, ages, Postcodes and contact details of all guests.**

## 2. PAYMENT

Bookings are CONFIRMED on receipt the deposit of 30% of the booking cost. The deposit must be paid within 3 days of booking being placed. The balance of the rental will be due for payment 8 weeks prior to the start of the stay. You will be emailed a reminder 9 weeks before your stay.

## 3. CANCELLATION

**Bookings placed before the 17<sup>th</sup> February 2021** are covered under a different set of Terms and Conditions and are available by emailing [stay@crabtreebarn.com](mailto:stay@crabtreebarn.com) if these apply to your booking.

**For Bookings placed post 17<sup>th</sup> February these new Terms and Conditions apply to cancellations.**

a/ If your booking has to be cancelled because Crabtree Barn is put under Government Restrictions and has to close and the period of closure covers Your booking **You will be refunded in full.**

b/ In the event that Your given address is put into Local/Regional Lockdown, rendering You unable to travel, and the period of restriction covers your booking **You have the choice to either move your booking to an alternative date in the future for the same value of stay or you will be refunded in full.**

c/ If your booking has to be cancelled because Crabtree Barn has to close through Force Majeure, meaning any of the following circumstances which may hinder or prevent the performance by us of the Contract, including but not limited to: (a) acts of God, flood, drought, earthquake or other natural disaster; (b) epidemic or pandemic; (c) terrorist attack, civil war, civil commotion or riots, war, threat of or preparation for war, armed conflict, imposition of sanctions, embargo, or breaking off of diplomatic relations; (d) nuclear, chemical or biological contamination or sonic boom; (e) any law or any action taken by a government or public authority, including without limitation imposing a restriction, prohibition, or failing to grant a necessary licence or consent; (f) collapse of buildings, fire, explosion or accident; (g) non-performance by our suppliers or contractors; and (i) failure of utility service, and the period of closure covers Your booking **You will be refunded in full.**

**d/ Customer inability (or the inability of any, some or all of Your intended party) or disinclination to travel to and stay at Crabtree Barn for any reason.**

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 below. 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.**

e/ Cancellations must be notified to Crabtree Barn by email and phone and once received in writing we will confirm the cancellation request.

f/ Crabtree Barn will apply the scale shown in the table below to bookings to determine the amount of the charge, which shall be a % of the total cost of the holiday.

Number of days before start of holiday that notification of cancellation is received*	% of total booking value payable by customer
More than 70 days	5%
43 to 69 days	30%
29 to 42 days	50%
15 to 28 days	80%
8 to 14 days	90%
7 days or less	95%

\*In order to ensure speedy receipt, and thereby processing, of cancellations, Crabtree Barn recommends that the Customer sends written notification of cancellation by email requesting confirmed receipt. The effective date of cancellation is when written notification is received by Crabtree Barn. Any amounts due for refunding will be made within 14 Days.

g/ On receipt of the cancellation, the above Charts state the amount that the Customer remains liable for at that point in time. Crabtree Barn will then use reasonable endeavours to obtain a replacement booking. In the event that Crabtree Barn is successful in obtaining a replacement booking, Crabtree Barn will refund to the Customer the total amount paid by the Customer for the booking less the 5% Booking Fee and less the difference in price between the Customers' booking and the replacement booking if one is made.

For example: A £1000 booking, fully paid, cancelled and relet for £900, means that the original Customer will be refunded as follows, £1000 – 5% booking fee equals £950, – £100 rebooking shortfall, = Refund of £850.

**h/ It is the responsibility of the Customer to acquire suitable travel insurance for themselves and their party to cover the booking.** Crabtree Barn strongly recommends that the Customer acquires suitable insurance to cover circumstances beyond the Customers' control such as, but not limited to, jury duty, incarceration, change in personal or work circumstances, military service, illness - including Covid and shielding, family emergencies and travel delays.

If you should develop Covid symptoms whilst staying at the barn, all the guests in the party should return home immediately and inform Crabtree Barn immediately. If you are unable by the severity of illness or availability of flights unable to return home, you will be liable for the cost of the future days stayed at the current rates as quote on our website at [www.crabtreebarn.com](http://www.crabtreebarn.com). Again, we suggest you have appropriate travel insurance in place to cover this.

Covid is also now a known risk and it is possible for you to insure your holiday against it. This can include the customer or any of the party having Covid, the customer or any of the party having to isolate or quarantine, or you wishing to shield any Members of the party.

There are several options which include cover for Covid related cancellations available from organisations like

Trailfinders: <https://www.trailfinders.com/insurance#/step1> or <https://www.coverwise.co.uk/Travel-Insurance/corona-virus.aspx> or [www.gocompare.com](http://www.gocompare.com)

#### **4. PERIOD OF HIRE**

You should not arrive before 4pm on the commencement date, and leave by 10am on the day of departure. Failure to do so may result in you being charged a further day's rental. 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.

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

Under no circumstances may more than 4 persons (plus one infant aged 2 or under to sleep in a cot) occupy the property. We reserve the right to refuse admittance if this condition is not observed. Any persons other than members of your party must not use the facilities at Crabtree Barn.

#### **7. LIABILITY**

Crabtree 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.

#### **8. CARE OF THE PROPERTY**

The Client should report any breakages and / or defects in the property or its contents to the owner without delay.

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 a reasonable clean and tidy condition at the end of the rental period. You must not use the properties for any dangerous, offensive, noxious, noisy, illegal or 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 in any of the properties. Any damages will have to be paid for in full within seven days of notification. We recommend that you have insurance in place to cover this.

The bringing of pets onto the property is forbidden.

#### **9. DAMAGES & BREAKAGES**

You are legally bound to reimburse us for replacement, repair or extra cleaning costs on demand. We include in our charges a £200 damage deposit that will be returned within 14 days in full if no damage is found after checkout. Any damages will be charged against this and damage above £200 will be charged in addition. Again we suggest you have insurance in place to cover this.

#### **10. WIFI**

Wi-Fi is provided for the guest's reasonable use. The guest agrees to reasonable and lawful usage of this service. Crabtree Barn will not be held responsible for any temporary defect or disruption to this service outside of our control.

#### **11. RIGHT OF ENTRY**

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

## **12. COMPLAINTS**

Every effort has been 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.

## **13. DATA PRIVACY STATEMENT & COOKIE POLICY**

Both of these are available on our website.

## **14. DRONES, NIGHT LANTERNS AND FIREWORKS**

The use of drones is not allowed without our express written permission. Fireworks are not allowed without our express written permission. Night Lanterns are expressly forbidden.