

WINNOW BARNES HOLIDAYS T&Cs 2/10/2015

WINNOW BARNES HOLIDAYS Terms and Conditions

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

'Accommodation' means the barn shown in the confirmation invoice;

'Agreement' means the agreement between Winnow Barnes Holidays and the Visitor for the holiday rental of Accommodation on these Terms and Conditions;

'Winnow Barnes Holidays' means the holiday accommodation and associated buildings and grounds situated at Damgate Farm, Stanshope, Ashbourne, Derbyshire DE6 2AD

'Visitor' means the person named in the confirmation invoice.

Agreement

The making of a booking (unless cancelled within 3 working days of receipt of the confirmation invoice) will form an agreement on these Terms and Conditions between the Visitor and Winnow Barnes Holidays for the holiday rental of the Accommodation.

Winnow Barnes Holidays permits the Visitor to occupy the Accommodation for the holiday period shown in the confirmation invoice together with the use of its contents.

The Visitor will be responsible for all payments and for any damage whether caused by the Visitor or his or her party and shall make his or her party fully aware of these Terms and Conditions.

Price Changes

Holiday prices are reviewed each year in autumn for the coming calendar year. These prices may be subject to change throughout the year.

Booking and Payment Terms

Bookings will only be accepted by Winnow Barnes Holidays by persons aged 21 years and above. Winnow Barnes Holidays accepts children aged 5 years and above. Children younger than 5 years are only permitted on the premises where prior written permission has been granted by Winnow Barnes Holidays.

Winnow Barnes Holidays does not permit hen/stag parties nor a single sex party where the guests are under 25 years of age.

For bookings made 8 weeks or more in advance, the booking for a holiday will be effective when a deposit of at least forty percent of the holiday price (rounding up to the nearest pound sterling) has been received by Winnow Barnes Holidays. Up to that time it will be a provisional booking, and provisional bookings are normally held for a maximum of 24 hours. The full balance of the total holiday cost will be payable not later than 8 weeks before the holiday begins.

For bookings made for a holiday less than 8 weeks away, full payment including damages deposit must be made at the time of booking.

When you submit a booking via our online reservation system you will receive an automatically generated booking summary by email to the email address you provide on the booking form. This does not form a contract between us. A contract shall only arise when your booking is subsequently confirmed in writing via a letter of confirmation sent to you by post or email.

All payments can only be accepted in Pounds Sterling either by BACS or major credit and debit cards, fees may apply.

Cancellation

If a visitor wishes to cancel a booking it must give Winnow Barnes Holidays notice in writing as soon as possible. On receipt of the written cancellation Winnow Barnes Holidays will endeavour to re-book the Accommodation for the holiday period and, if successful for the whole or part of the period, will refund the relevant proportion of the money paid less £50.00 (fifty pounds) to cover administration.

If, following a booking, the full balance is not paid on time, Winnow Barns Holidays shall notify the Visitor. If, after 3 days from the date on which full payment is due, full payment has not been received by Winnow Barns Holidays then it may cancel the holiday booking and the above cancellation charges will apply and the Visitor remains liable for 100% of the holiday cost. Winnow Barns Holidays may, at its discretion, refuse any booking.

Winnow Barns Holidays may cancel or alter arrangements made for the Visitor whether before or during the holiday period provided that such cancellation or alteration is necessary: due to circumstances beyond the reasonable control of Winnow Barns Holidays; or to perform or complete essential remedial or refurbishment works.

If a booking is altered or cancelled by Winnow Barns Holidays due to circumstances beyond its reasonable control, it will take reasonable steps to offer a suitable alternative booking. If Winnow Barns Holidays is not able to offer such an alternative or the Visitor does not accept the alternative offered, Winnow Barns Holidays will return to the Visitor the relevant proportion of the money paid by the Visitor to Winnow Barns Holidays in respect of the Accommodation and will not otherwise be liable for any loss caused by such alteration or cancellation.

Change of Booking

Transferred bookings are not normally permitted e.g. a transfer from one cottage to another, a change in the Visitor or a transfer from one date to another. Winnow Barns Holidays may, at its discretion, accept transferred bookings subject to payment of a fee of £50.00 (fifty pounds).

Maximum Numbers of Visitors

Occupation must be limited to the maximum number of persons for the Accommodation stated in the brochure or on the Winnow Barns Holidays website, in the available beds only - no sofa beds, tents, caravans or camper-vans are allowed. The occupation limits are set in line with the level of services available in each cottage. To exceed the maximum number of persons in a cottage 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 (for example, a malfunctioning septic tank which has been used by a greater number of people than the tank is designed for.)

Services

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

Liability and Loss of Visitor Property

Any Visitor's property found at the accommodation or on Winnow Barns Holidays property will normally be disposed of if it is not collected within 2 months or may be posted to the owner at the owners request subject to relevant postage and administration charges.

Winnow Barns Holidays will not be liable for any loss of property or any other loss or damage caused by it.

Pets

Dogs are not permitted in any of the Winnow Barns Holidays cottages or on Damgate Farm premises. No other domestic pets are permitted by Winnow Barns Holidays or on Damgate Farm premises.

Owners Right of Entry

As with any accommodation, there is a need for on-going and occasionally unforeseen work in any Accommodation. Winnow Barns Holidays representatives and its contractors may enter the Accommodation at any reasonable time for reasonable cause. Although very unlikely this includes

the need to undertake inspections and audits necessary to operate the business, the undertaking of unforeseen (internal and external) remedial repairs together with any annual external re-decoration for which access to the inside of the Accommodation may be required. External windows and doors may be opened during this process.

Winnow Barns Holidays will give the Visitor reasonable notice of such requirements, and aims to restrict the working hours of our contractors to between the hours of 10.00 - 17.00. If this is not possible Winnow Barns Holidays will offer you reasonable compensation for any foreseeable inconvenience or loss of enjoyment caused on that day.

Visitor Obligations

The Visitor will be responsible for all payments and for any damage whether caused by the Visitor or his or her party and shall make his or her party fully aware of these Terms and Conditions. The Visitor agrees to keep and leave the Accommodation and its contents in the same state of repair and condition, and in as clean and tidy state as at the commencement of the booking period (reasonable wear and tear excepted).

The Visitor must allow Winnow Barns Holidays and/or its agents to enter the Accommodation to inspect the state of it, on reasonable notice, except in emergency when immediate access must be granted.

The Visitor must not use the Accommodation 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 Damgate Farm or to any neighbours. Our relations with our neighbours are very important to us and we request that you and your guests maintain silence (no loud music) between 23:00 and 9.30. Hen Parties and Stag Parties are forbidden in Winnow Barns Holiday Premises.

The Visitor and his or her party must comply with any reasonable regulations relating to the Accommodation of which the Visitor has written notice. Such regulations will be found in the welcome folder in the Accommodation, typical examples would include any local conditions regarding parking, waste disposal and recycling.

Smoking is not permitted in any part of the Accommodation or Damgate Farm Premises and the Visitor and any member of his or her party agrees not to smoke inside the Accommodation or outside on any part of Damgate Farm Premises. Any visitor wishing to smoke must go well beyond the farm gate to do so.

The use of candles or fireworks by the Visitor or his or her party at the Accommodation is not permitted unless expressly agreed in writing with Winnow Barns Holidays.

Damages and Security Charge

Winnow Barns Holidays recommends that Visitors hold personal insurance for cancellation, accidental damage and personal liability.

If on arrival at the Accommodation you discover that anything is missing or damaged then this must be reported to Winnow Barns Holidays immediately otherwise it will be presumed that the damage/loss was caused by the Visitor and a charge will be made.

All bookings will be subject to an accidental damage waiver fee of £250. The cost of any damages breakages or extra cleaning charges up to the value of £250 will be deducted from the deposit and the remainder refunded to you in full within 2 weeks of the visitors departure. If there are no damages, breakages or extra cleaning charges to be deducted, the deposit will be refunded to you in full within 2 weeks of the end of your stay. The visitor will be responsible for the cost of any breakages and/or damage caused in excess of £250.

Occupation

The Agreement is personal to the Visitor. The Visitor must not use the Accommodation except for the purpose of a holiday by the Visitor and the Visitor's named party during the holiday period, and not for any other purpose or longer period.

The maximum occupancy of the Accommodation shall not be exceeded. However Winnow Barns Holidays will always give reasonable consideration to specific requests for use of the Accommodation which may relate to occupancy (for example, a function or celebration). If the Visitor wishes to hold any function or celebrations exceeding the occupancy limit it must first obtain the written permission of Winnow Barns Holidays. If permission is granted, an additional charge will be made.

Water Supply

Winnow Barns Holidays cannot accept responsibility for a shortage of water at the Accommodation where this is as a result of a drought, an act of omission of the relevant water services company or for any other reason outside of Winnow Barns Holidays reasonable control.

Weather

If the Accommodation becomes inaccessible due to bad weather Winnow Barns Holidays will take reasonable steps to inform the Visitor.

Comments/Complaints

Every reasonable care will be taken to ensure that the Accommodation is presented to visitors to a high standard. Should the Visitor find on arrival that there is a problem, or cause for complaint, the Visitor should immediately contact Winnow Barns Holidays. Reasonable steps will then be taken to assist the Visitor.

Winnow Barns Holidays is committed to ensuring that any problems or complaints the Visitor may have whilst at the Accommodation are resolved efficiently and promptly, but as such must be given the opportunity to do so. Any refusal to notify Winnow Barns Holidays or refusal of reasonable rectification may affect the Visitor's right to compensation or repayment.

Visitors must provide a contact telephone number and suitable time for Winnow Barns Holidays to communicate with them about problems or complaints. Visitors must allow access to the Accommodation by any staff or contractors of Winnow Barns Holidays to resolve problems or complaints.

Arrival and Departure Times

The Visitor and his or her party must arrive after the arrival time (16:00 on the first day of the holiday period) and depart at or before the departure time (10:00 on the last day of the holiday period).

The Visitor will be issued with a set of keys to the Accommodation on the first day of the holiday period and the Visitor 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.

Rural way of life

The Barns are situated in a rural location and any action by the Visitor and his or her party that interrupts or endangers the livelihood of others authorised to use the Accommodation and/or the surrounding land belonging to Damgate Farm will constitute a breach of the Agreement by the Visitor.

Right to Evict

Winnow Barns Holidays may terminate the Agreement on notice, and in such case the Visitor and his or her party must leave the Accommodation, (without compensation being payable to the Visitor or any member of his or her party) if:

this is deemed necessary by Winnow Barns Holidays where there is a serious breach by the Visitor of the Agreement or the Visitor'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 behaviour or unreasonable breakages or damage occurs or smoking and pet restrictions are not observed.