



Winchcombe Farm

H O L I D A Y S

TERMS AND CONDITIONS

These Terms and Conditions apply to lettings of holiday accommodation by Joanne Carroll and Steven Taylor trading as Winchcombe Farm (“**Owner**”). The Terms and Conditions form the basis of your contract (“**Contract**”) with the Owner so please read them carefully before making a reservation.

1. Definitions

“ Booking ”	means the hire of the Property by the Customer in accordance with these Terms and Conditions;
“ Booking Confirmation ”	means the confirmation of booking provided to the Customer when a booking has been accepted;
“ Booking Deposit ”	means 20% of the Rent;
“ Booking Form ”	means the accommodation booking form completed by the Customer;
“ Customer ”	means the person(s) booking the Property;
“ Inventory ”	means the inventory of fixtures furniture and effects at the Property a copy of which is kept at the Property;

- “Property”** means the house (and garden, if any) identified in the Booking Form together with the fixtures furniture and effects specified in the Inventory;
- “Rent”** means the rent specified in the Booking Form in respect of the Property for the duration of the Rental Period;
- “Rental Period”** means the rental period specified in the Booking Form;
- “Start Date”** means the first day of the Rental Period.

2. **Booking and Payment of Booking Deposit**

- 2.1 Competition of the Booking Form – either on-line, in person or over the telephone - constitutes an offer by the Customer to hire a Property for the Rental Period in accordance with these Terms and Conditions. The offer shall only be accepted when the Owner issues a Booking Confirmation, at which point, the Contract shall come into existence.
- 2.2 The Customer must pay the non-refundable Booking Deposit to the Owner within 48 hours of submitting the Booking Form or the Booking will automatically be cancelled.
- 2.3 Once the Owner has received the Booking Form and the Booking Deposit the Owner will send the Customer a Booking Confirmation.
- 2.4 Bookings will not be accepted from persons under 18 years of age.

3. **Payment of Rent**

- 3.1 The Customer must pay the balance (80%) of the Rent due to the Owner at least 4 weeks before the Start Date.
- 3.2 Bookings made within 4 weeks of the Start Date must be paid in full at the time of booking.

4. **Changes and Cancellation of Booking**

- 4.1 In the event that the Customer requests to change the Booking (including changes to the Rental Period or Property), the Customer must notify the Owner of the requested change as soon as possible and in any event up to 4 weeks prior to the Start Date. The Owner may make the changes requested by the Customer subject to availability and at the Owner’s sole discretion. An administration charge of £25 is payable for each alteration to the original Booking under this clause 4.1.
- 4.2 The Owner shall not be obliged to make any changes to the Booking requested by the Customer if such requests are made within 4 weeks of the Start Date.
- 4.3 In the event the Booking is cancelled by the Customer, the Booking Deposit will not be refunded.
- 4.4 If the balance of the Rent has been paid and the Customer has subsequently cancelled the Booking, the Owner will use reasonable endeavours to re-let the Property. If such re-letting is possible the balance or that part thereof that is paid by another customer will be refunded to the Customer. In the event that re-letting is not possible, the Customer will not be entitled to a refund of the Rent.
- 4.5 If the Customer has not paid the balance of the Rent by the date specified in Clause

3.1 the Booking will be deemed to have been cancelled. The Owner may contact the Customer using the contact details provided to the Owner to remind them the balance of the Rent is due.

4.6 Subject to Clause 7, in the event that the Booking is cancelled by the Owner, the Customer will be offered the option to rebook their stay to an equal value or a full refund (please note that any refunds can only be made by the original payment method).

5. **Owner's obligations during the Rental Period**

5.1 Subject to Clauses 6.8 and 6.9, the Owner agrees that the Customer may use the Property during the Rental Period without any interruption from the Owner, or any person claiming under or in trust for the Owner, for the purposes of holiday accommodation as set out in Clause 6.10.

5.2 The Owner shall provide adequate bed linen and towels at the Property.

6. **Customer's obligations during the Rental Period**

6.1 The Customer shall use the Property in a reasonable and careful manner, not allow it to deteriorate and keep it clean and tidy at all times.

6.2 The Customer shall make good all damage caused to the Property (including the Owner's fixtures and fittings) or to any other property owned by the Owner through:

6.2.1 any breach of the obligations set out in these Terms and Conditions;

6.2.2 any improper use by or negligence of the Customer or any person at the Property with the Customer's permission.

6.3 The Customer shall keep the items specified in the Inventory clean and in the same condition as at the commencement of the Rental Period (fair wear and tear and damage by insured risks only excepted) and shall make good or replace with articles of the same sort and equal value such as may be lost broken or destroyed (or at the option of the Owner to pay compensation to the Owner).

6.4 The Customer shall not block or otherwise damage the taps, baths, wash basins, toilets, cisterns or pipes within or exclusively serving the Property.

6.5 The Customer shall keep the Property heated to a reasonable level during the winter months to prevent damage to the Property or the water pipes drains tanks and other plumbing apparatus by cold weather.

6.6 The Customer shall report to the Owner any damage, destruction, loss, defect or disrepair affecting the Property as soon as it comes to the attention of the Customer.

6.7 The Customer shall place all refuse in the receptacle(s) provided for the Property by the Owner or any other competent authority.

6.8 The Customer shall allow the Owner and/or his agent or anyone with the Owner's written authority together with any workmen and necessary appliances to enter the Property at reasonable times of the day to inspect its condition and state of repair and to carry out any necessary repairs provided the Owner has given reasonable notice (with regard to the work to be undertaken) beforehand and the Customer shall not interfere with or obstruct any such persons.

6.9 The Customer shall in cases of emergency allow the Owner or anyone with the Owner's authority to enter the Property at any time and without notice.

6.10 The Customer shall use the Property only as a private holiday residence for a

maximum of:

- Chicken Shed – 5 persons plus 1 infant sleeping in a cot;
- Bob's Lodge - 8 persons plus 1 infants sleeping in a cot;
- Will's Tree House - 4 people only;
- George's Getaway – 6 adults, 2 children under the age of 12 years old and 1 infant sleeping in a cot.
- Ben's Burrow – 9 persons plus 1 infant sleeping in a cot;
- Jess' Tree Bach – 4 persons plus 1 infant sleeping in a cot.

- 6.11 All persons residing in the Property for the duration of the Booking must be named on the Booking Form, and their date of birth supplied for fire safety and insurance purposes.
- 6.12 In no circumstances may more than the maximum number of guests stated in Clause 6.10 above occupy the Property, except by prior agreement with the Owner. The Owner reserves the right to refuse admittance if this condition is not observed, cancel the Booking and terminate the Contract immediately.
- 6.13 The Customer shall not do anything on the Property which may be a nuisance to or cause damage or annoyance to the Owner or the tenants or occupiers of any adjoining property.
- 6.14 The Customer shall not play any musical instrument or other device which can be heard outside the Property in the interests of wildlife and neighbouring guests. Failure to comply with this request will result in immediate termination of this Contract.
- 6.15 The Customer shall not use the Property for any illegal or immoral purposes.
- 6.16 The Customer shall not use the Property in a way which contravenes a restriction affecting the Owner's freehold (or superior leasehold) title which the Owner has brought to the Customer's attention.
- 6.17 The Customer shall not cause or permit any dangerous or inflammable substance to collect in or on the Property apart from those needed for general domestic use.
- 6.18 The Customer shall not display any notice or advertisement that is visible from outside the Property.
- 6.19 The Customer shall not keep any animal or pet on the Property.
- 6.20 The Customer shall not smoke inside the Property. Suitable receptacles are provided outside each Property for the safe disposal of smoking materials.
- 6.21 The use of fireworks on site is strictly prohibited.
- 6.22 The Customer shall comply with any planning conditions affecting the Property which the Owner has brought to the Customer's attention prior to the Start Date.
- 6.23 The Customer shall not assign or sublet the Property or any part of the Property and shall not part with possession or share occupation of the Property or any part of it.
- 6.24 The Customer shall not permit any person to occupy the Property as a lodger.
- 6.25 The Customer shall not alter add to or interfere with the appearance structure exterior or interior of the Property or the arrangement of the fixtures furniture and effects belonging to the Owner.
- 6.26 At the end of the Rental Period the Customer shall remove the Customer's

belongings from the Property and leave the Property clean and tidy so that the Property is ready for immediate re-occupation.

6.27 Any commercial filming or photography is strictly prohibited, except with the prior permission of the Owner.

7. Termination

7.1 Without limiting its other rights and remedies, the Owner may terminate the Contract with the Customer with immediate effect by giving notice to the Customer if the Customer commits a material breach of these Terms and Conditions.

7.2 In the event the Contract is terminated in accordance with Clause 7.1, the Customer shall not be entitled to any refund of the Rent, or any part of it.

8. Limitation of Liability

8.1 The Owner has obtained insurance cover in respect of its own legal liability for individual claims not exceeding £5,000,000 per claim. The limits and exclusions in this clause reflect the insurance cover the Owner has been able to arrange

8.2 Nothing in these Terms and Conditions shall limit or exclude the Owner's liability for

8.2.1 any loss or damage that the Customer suffers as result of, and which is a foreseeable result of, the Owner's breach of these Terms and Conditions or the Owner's failure to use reasonable skill and care;

8.2.2 death or personal injury caused by its negligence or the negligence of its employees, agents or subcontractors;

8.2.3 for fraud or fraudulent misrepresentation;

8.2.4 or any matter in respect of which it would be unlawful for the Owner to exclude or restrict liability.

8.3 Subject to Clause 8.2, the Owner shall not be liable to the Customer whether in contract, tort (including negligence), breach of statutory duty, or otherwise, for any loss, or any indirect, consequential or unforeseeable loss arising under or in connection with the Contract for any loss or damage suffered by the Customer.

8.4 The Owner's total liability to the Customer in respect of all other losses arising out of or in connection with this Contract whether in contract, tort (including negligence), breach of statutory duty, or otherwise, shall in no circumstances exceed an amount equal to the Rent paid.

8.5 Given the rural location, the Owner does not accept any responsibility for any damage, injury or inconvenience caused by plants and wildlife.

9. Events outside the Owner's control

- 9.1 The Owner shall not be in breach of this Contract or liable for delay in performing, or failure to perform, any of its obligations under this Contract if such delay or failure result an Event outside the Owner's Control (as defined in Clause 9.2).
- 9.2 An "**Event outside the Owner's Control**" means any act or event that is beyond the Owner's reasonable control, including without limitation fire, explosion, storm, flood, earthquake, subsidence, epidemic, pandemic or other natural disaster, strikes or industrial action by third parties, terrorist attack or threat of terrorist attack, war or threat of war, civil commotion, riot, invasion, or failure of public or private telecommunications networks.

10. General

- 10.1 Any obligation on the Customer in these Terms and Conditions not to do an act or thing includes an obligation not to permit or suffer another person to do such act or thing.
- 10.2 Whenever there is more than one person comprising the Customer, their obligations may be enforced against all of them jointly and against each of them individually.
- 10.3 The Owner and Customer do not intend that the Contract between them should be enforceable by any person solely by virtue of the Contracts (Rights of Third Parties) Act 1999.
- 10.4 An obligation in these Terms and Conditions to pay money includes an obligation to pay Value Added Tax in respect of that Winchcombe Farm reserves the right to change any advertised prices due to errors or any change in the VAT rate.
- 10.5 Subject to Clause 8, personal belongings are at the Customer's risk at all times. No responsibility can be accepted by the Owner for loss or damage to any vehicle or its contents.
- 10.6 The use of the Property and the items listed in the Inventory, such as play equipment, is entirely at the user's risk.
- 10.7 The Owners request that children under the age of 16 are supervised by a competent adult at all times.
- 10.8 This Contract and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with it, its subject matter or formation shall be governed by the law of England and Wales and the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim.