

# Bookings Terms and Conditions for Shady Hall Farm Lettings Limited

## 1. THE CONTRACT

The Contract for a short-term holiday rental will be between Shady Hall Farm Lettings Limited (referred to as "us", "we" or "our") and the person making the booking and all members of the holiday party (referred to as "you" or "your") in the following booking terms and conditions. As our properties are located in England, you and we agree that the laws of England & Wales will govern our contract with you (the "Contract"). If any individual term or clause stated in these terms and conditions held to be invalid, impermissible or unenforceable permissible by law, the remaining terms shall be unaffected and shall remain valid.

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. You must be at least 18 years of age at the time of booking and you must be a guest. We do not allow third party bookings. It is your responsibility to ensure that each member of your party is aware of and accepts the terms and conditions and the obligations contained herein.

## 2. DEPOSIT AND PAYMENT

Your booking ("Booking") will be placed directly via our online reservation system.

Your Booking will only be confirmed and our Contract will only come into force once we have received payment in cleared funds of a deposit of **thirty-five per cent (35%)** of the full cost of your Booking (the "Deposit").

The Deposit must be paid within three (3) days of the Booking being placed.

The balance of the rental will be due for payment **twenty-one (21) days** prior to your holiday commencement date (the "Holiday Commencement Date").

If you paid the Deposit by credit or debit card, you authorise us to use the details of the same credit or debit card to settle the balance of the rental. We will only act on this authority if you have not contacted us prior to the Balance Due Date to arrange alternative payment of the balance.

If for any reason we are unable to take payment of the balance by the due date and you are unable to promptly rearrange payment (or we cannot get hold of you to arrange for payment to be made) we will be entitled to treat that as your intention to cancel the Booking. If your Booking is made less than seven (7) days 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 for the Booking in cleared funds.

No entry to our properties will be allowed without payment, in full, being cleared beforehand.

We accept payment by most major credit or debit cards.

### Security Deposits

Two days before your stay begins, an authorisation hold for the security deposit amount of £300 will be placed on your payment method. You won't be charged, but the hold means that you won't be able to access these funds until the hold is released. For example, if you're paying with a credit card with a total credit limit of £5,000, and there's a security deposit of £300, your credit card limit would then be £4,700 until the hold is released.

As long as no damages occur during your stay, we'll initiate a release of the £300 hold placed on your card 2 days after your checkout. Your bank may take 3–12 business days to process the release of funds.

Try to make sure your payment method has enough money available to cover the security deposit. (If you're not able to do that, we are not responsible for any associated fees, including overdraft fees.)

## 3. CANCELLATION

Cancellations must be notified to and received by us in writing (preferably by email) and once received we will confirm and process your cancellation request.

You can cancel your Booking and obtain a **full refund** of the lodging costs you have paid for up to **twenty-one (21) days before the Holiday Commencement Date**. However, we ask that you give us as much notice as possible about your cancellation. You can obtain a 50 per cent (50%) refund if you cancel up to **seven (7) days before the Holiday Commencement Date**.

If you cancel **later than seven (7) days before the Holiday Commencement Date** then we cannot refund your Booking and we will have incurred costs and are unlikely to be able to re-let our accommodation in such a short period of time.

**For this reason, we strongly recommend you take out your own travel insurance for UK holidays which covers booking cancellations. This will give you the peace of mind that you will get your money back if you need to cancel your holiday at almost the last minute. If you choose not to then you accept responsibility for any loss that you may incur due to your cancellation.**

## 4. CANCELLATION BY US FOR REASONS BEYOND OUR CONTROL ("FORCE MAJEURE")

We will not be deemed to be in breach of this Contract, or otherwise liable to you, by reason of any delay in performance or non-performance of any of our obligations in this Contract to the extent that such delay or non-performance is caused by circumstances beyond our reasonable control (for example if access to and use of our property is prevented by fire, flood, exceptional weather conditions, epidemics, pandemics, destruction/damage, internet or other communications failure, blocked roads, war/terrorism, nuclear/radioactive disaster affecting us or our property) (these are sometimes referred to as "Force Majeure Events")

If for any reason beyond our control we are forced to cancel your Booking (or bring it to an end early) due to a Force Majeure Event affecting us or our property we will refund you the full amount of your 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 (such as travel or replacement lodging costs) will be payable.

## 5. PERIOD AND OTHER TERMS OF HIRE

The period from the Holiday Commencement Date to the day of departure set out in the Booking (the "Holiday Departure Date") is the "Holiday Period".

Unless expressly agreed by us in writing, you should not arrive before **2pm** on the Holiday Commencement Date, and you must leave and vacate the property by **10am** on the Holiday Departure Date. 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 for a longer period except with our express written agreement.

The Contract to stay in the property for the holiday period, does not create the relationship of Landlord and Tenant between the parties.

This Contract relates to a "holiday let" the purpose of which is to confer on you as a holidaymaker the right to occupy our property for a holiday only. You shall not be entitled to any private residential tenancy or other tenancy, assured short hold or assured tenancy, lease, licence or other right to occupy, nor shall you obtain any security of tenure under any applicable law including but not limited to under the Housing Act 1988 now or at the end of the Holiday Period. You may not sub-let the property.

In the event that you are required, in accordance with guidelines imposed by the UK and Scottish Governments in relation to the disease known as coronavirus disease (Covid-19) and the virus known as severe acute respiratory syndrome coronavirus 2 (SARS-CoV-2)), to self-isolate at the property you will be responsible for the cost of (i) any additional nights out with the Holiday Period and (ii) rehousing any booked guests that are displaced as a result of the additional nights required by you in an equivalent property.

## 6. PARTIES/HEN & STAG

Our properties are not available for parties or hen and stag celebrations. Banners, bunting and balloons are not to be stuck to

any surfaces in the properties as this may result in damage. A penalty fee of **£150** will be charged for breach of the above rules. Please remember the properties are in a rural location shared with the owners. You must respect your surroundings at all times and noise must be taken inside after 10 p.m. Guests may be asked to leave immediately if their conduct is considered to infringe the owners' terms and conditions/rules or is likely to impair the enjoyment, comfort or safety of other guests/the owners. No refunds will be given in these circumstances.

## 7. NUMBER OF PERSONS USING THE PROPERTY

Under **no** circumstances may more than the **maximum number** of persons stated on our website occupy the property. We reserve the right to refuse admittance or require you to leave our property if this condition is not observed and no refunds will be given. The number of persons occupying the accommodation must not exceed that stated at the time of booking. Sub-letting is strictly prohibited. It is permitted to have 1 infant under the age of 2 using the travel cot in addition to the declared bed spaces, the travel cot must be reserved at time of booking. Persons other than members of your party must not use our accommodation or facilities.

**Visitors:** You **must inform us**, the owners, of any day visitors. Visitors are not permitted to stay overnight or use the hot tubs and must leave the premises by **9 p.m.** They are strictly limited to no more than **4** per day.

## 8. OUR LIABILITY

We, our employees, contractors, cleaners and other 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. Nothing in this clause shall exclude or limit any liability that we are unable to limit or exclude by applicable law, such as liability for death or personal injury caused by our negligence.

## 9. 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 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/vaping is **not allowed** in any of our properties. You must go outside regardless of the weather.

Ashtrays are provided in all the gardens to dispose of cigarette butts and must be emptied into the bins before you leave. Any cigarette butts that are found left in the property gardens will be charged at **£5** per cigarette butt.

You must ensure the property is securely locked when not occupied by you.

## 10. DAMAGES & 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 (although we would not charge you for the odd glass or plate). We recommend that you have appropriate insurance in place to cover this.

If you lose a key we will replace it upon you paying for the cutting of a new one.

## 11. 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.

## 12. JACUZZI HOT TUB

All hot tubs are used at your own risk. Children under 16 must be supervised and children under the age of 5 are not permitted to use the hot tub. The hot tubs are checked regularly by the hosts to ensure water quality is maintained, but guests must observe the "Hot Tub Rules" displayed in the properties and in the house manuals. The number of bathers must not exceed the maximum number of guests allowed in each property. Do not sit on the hot

tub cover as this will cause damage. In the event of water becoming unsuitable for use due to non-observation of these rules we reserve the right to drain and switch off the hot tub for the remainder of your stay. The use of the hot tub will be withdrawn at any time if users are disturbing others or causing damage and no refund will be offered.

## 13. 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.

## 14. 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 (and to recommend us to your friends!). We live on site and will do our best to resolve any problem.

We cannot accept liability in relation to any shortcomings or claim of whatever nature if you fail to notify us of any complaint or claim during your holiday. Most problems are easily and quickly resolved. If we are not given the opportunity to resolve the issue at the time of your visit, we will not consider a request for a refund/remediation after your departure.

While we endeavour to provide our guests with the best possible customer service the accommodation is self-catering and any issues that arise during your stay must be communicated **before 6pm unless it is an emergency**.

## 15. DATA PRIVACY STATEMENT

See our Privacy Policy here <https://www.shadyhallfarm.co.uk>

## 16. DRONES, NIGHT LANTERNS, FIREWORKS, CANDLES AND CONFETTI

The use of drones is not allowed without our express written permission. Fireworks and night lanterns are expressly forbidden as they are a fire hazard and can cause death or injury to local livestock. The use of candles is also expressly forbidden. Confetti/confetti cannons and glitter are not allowed in or outside the property. A penalty fee of **£150** will be charged for breach of the above rules.

## 17. PETS

Dogs are allowed in **The Stone Barn** and **The Milking Parlour**, and only when they have been booked in and paid for (£25 per dog, per week or part week). We allow a maximum of two (2) dogs per property.

Dogs must be house-trained, kept under proper control and not allowed on the furniture, and especially the beds, nor left unattended in the property. Dog hairs are to be removed from carpets/rugs and all dog waste collected and disposed of. Dog owners will be held responsible for any damage caused to the property, contents or garden by their dog and for any extra cleaning required (usually £50). When out walking on the farm, you must ensure that dogs are kept on a lead except where indicated. Dogs must not be allowed to disturb livestock or game birds.

We reserve the right to seek details of any dogs in advance and to refuse permission for them to be brought to the accommodation for any reason, including if they are considered unsuitable in character, size or behaviour, bark continuously, or are liable to be a nuisance or danger to us, our neighbours or other guests and to local wildlife and livestock.

## ADDITIONAL TERMS AND CONDITIONS FOR GUESTS BRINGING THEIR DOG(S)

-dog(s) must not be allowed to roam the farmyard, the gardens are fully enclosed and details of local walks, including dog walks on the farm are included in our welcome pack

-we have 2 friendly dogs and a farmcat, please keep your dogs under control and do not allow them to worry livestock

-your dog(s) must **NEVER** be left alone in the property.

-dog mess must be picked up from any public areas, gardens and footpaths and disposed of in the outside bins. Any dog mess that has to be cleaned up by us will be charged at **£5 per poo** which

will be removed from your deposit.

-Dogs must not be allowed upstairs, on beds, or on the furniture. Sofa throws are provided in The Milking Parlour and must not be removed for the duration of your stay. We can provide stair gates to help manage where dogs can wander in the property.

-Dogs that bark continuously cannot be accommodated

-Extra care must be taken when bringing a puppy. Puppies WILL chew furniture/soft furnishings and sometimes have toilet accidents inside. Our properties are maintained to a high standard and if we cannot repair damages you will be charged for a replacement.

-Please ensure that muddy dogs are cleaned off **OUTSIDE** the property using the outside tap and the towels provided. The white towels or hot tub towels must **NEVER** be used on your dog.

-The Countryside Code must be followed so please keep your dog(s) under close control at all times for their own safety as well as the comfort of others.

-Please give the property a basic clean to remove excess dog hair etc. If the property requires serious additional cleaning you will be charged £50 to cover the cost.

## **18. CARE OF YOUR PROPERTY**

Your vehicles and their accessories and contents, and any property and valuables you bring with you are left entirely at your own risk.

If you leave any property behind we will use reasonable endeavours to return it to you, although we reserve the right to charge you in advance for any reasonable postal or courier costs. We may dispose of any unclaimed property after six (6) months.

**Shady Hall Farm Lettings Limited**  
September 2022