The Barn at Green Farm Booking Conditions



These Booking Conditions are between Green Farm Kent ("we", "us" and "our") and the guest(s) ("guests", "you" or "your") who book Green Farm Barn (the "Property"). Any Booking is subject to the conditions below. These Booking Conditions form the basis of your contract with us so please read them carefully. Nothing in these Booking Conditions affects your normal statutory rights.

- 1. Making your booking: To book the Property with us you should make the payment specified in the quote that we send you or in the on-line booking system that you use (together, your "Quote"). You will pay the Initial Deposit and the Balance payment within the time periods specified. If the Quote specifies that any Other Fee(s) is payable, you must also make that /those payment(s) within the time period specified. Once the Initial Deposit or full payment has been received, you will receive an email confirming the Booking. The contract between us will only be formed when you have made your first payment and is subject to these Booking Conditions. You should carefully check the details of your Booking before making a payment, as well as the confirmation email and inform us immediately of any errors or omissions.
- 2. **Paying for your booking:** Where you have only paid an Initial Deposit, you are required to send us your payment for the Balance and Other Fee(s) at least 30 days prior to the Arrival Date specified in your Quote. If you fail to make a payment due to us in full and on time we may treat your Booking as cancelled by you.
- 3. If you cancel or amend your booking: If you need to cancel or amend your Booking you must write to us or email us as soon as possible. A cancellation will not take effect until we receive confirmation in writing or via email from you. If you cancel before paying the balance, or you do not pay the balance on time, we keep the booking deposit as payment, and we cancel the booking automatically. Neither the Initial Deposit nor the Balance payment is refundable for any reason other than the reasons covered in clause 4 below. However, at our own discretion, we may refund some or all of your payments, less any bank charges, if you have to cancel or amend your booking and we are able to re-let the Barn for the period that you booked. We urge you to consider seriously taking out travel insurance to cover necessary cancellation or amendment of your booking by you.
- 4. If we cancel or amend your booking: We would not expect to have to make any changes to your booking, but sometimes problems occur, and we do have to make alterations or, very occasionally cancel bookings. If this does happen, we will contact you as soon as is reasonably practical and inform you of the cancellation or the change to your Booking. If we cancel your Booking, we will refund you any fees you have already paid to us. However, we will not be liable to refund you for any fees you may have paid to any third party in connection with your holiday (including, without limitation, fees for travel, entertainment, activities or insurance).
- 5. Payment Methods: You can make your payments by bank transfer, PayPal or credit card.

BACS transfer to:

Bank: HSBC Account Name: Green Farm Kent Sort Code: 40-17-50 Account number: 71454781 IBAN: GB44HBUK40175071454781 Address: 6 Old Church Road, Clevedon, Somerset UK BS21 6NA

PayPal/Credit cards

Please follow the instructions that you have received in your quote or request for payment.

- 6. **The Property:** You can arrive at the Property after 4pm on the Arrival Date for your stay and you must leave by 10am on the departure date we give you. These times may be varied by agreement.
- 7. Group Size: You cannot allow more people to stay in the Property than expressly authorised, nor can you significantly change the makeup of the party during your stay in the Property, nor can invite additional guests into the property without our express agreement which we will not withhold unreasonably. You may not take your pet into the Property unless it shown on your booking form or detailed in other correspondence and agreed with us in advance
- 8. Noise: The Barn is in a quiet country location and load noise outside the property carries a long way into the village late at night. No loud music is to be played outside, or inside with windows open after 11pm at night. The Barn is well insulated, and music played inside with windows closed is unlikely to cause a disturbance.
- 9. Your obligations: You agree to comply with the regulations set out in any property manual provided to you and any other regulations reasonably specified by us from time to time and ensure that they are observed by all members of your party. You agree to keep and leave the Property and the furnishings, including items such as kitchen equipment, crockery and glasses clean and in good condition. You agree not to cause any damage to the walls, doors, windows or any other part of the Property nor to do anything that may be reasonably considered to cause a nuisance or annoyance to us or to any other occupier of adjoining or neighbouring properties. Please note that all the windows have special anti-UV film on them and nothing may be stuck on the windows at any time. You agree to take all necessary steps to safeguard your personal property. You agree to ensure that each member of your party is covered by comprehensive travel insurance (including cancellation, flight delays, loss and damage to baggage and other property) and health insurance (including evacuation and repatriation coverage) where appropriate.
- 10. **Breaching these conditions:** If you do so, We will treat any breach of the above conditions as a cancellation of the Booking by you; we can refuse to hand over the Property to you or can require you to leave it and we shall be under no obligation to refund you for fees already paid to us in those circumstances. Any refund will be at our sole discretion. You agree to allow us or any representative of ours access to the Property at any reasonable time during your stay for the purpose of essential repairs or in an emergency.
- 11. **Complaints:** Every effort has been made to ensure that you have an enjoyable and memorable stay. If however, you have any cause for complaint it is important that remedial action is taken as soon as possible. Please contact us if any problem arises so that it can be speedily resolved. It is often extremely difficult (and sometimes impossible) to resolve difficulties properly unless we are promptly notified. Discussion of any criticisms with us whilst you are in residence at the Property will usually enable any shortcomings to be rectified straightaway. In particular, complaints of a transient nature (for example, regarding preparation or heating of the Property) cannot possibly be investigated unless registered whilst you are in residence. If any complaint cannot be resolved during your holiday, you must write to us with full details within 28 days of the end of it.

- 12. Our liability: Our maximum liability for losses you suffer as a result of us acting in breach of these terms and conditions is strictly limited to the total fees you have paid for the Booking. We shall not be liable for any losses which are not a foreseeable consequence of us breaking these Booking Conditions. Losses are foreseeable where they could be contemplated by you and us at the time your Booking is confirmed by us. Your Booking is made as a consumer for the purpose of a stay and you acknowledge that we will not be liable for any business losses howsoever suffered or incurred by you. We shall not be liable to you for any personal injury or damage to or loss of personal property, except where the injury, damage or loss is caused by our negligence. This does not exclude or limit in any way our liability for death or personal injury caused by our negligence or for fraudulent misrepresentation; or for any matter for which it would be illegal for us to exclude or limit, or attempt to exclude or limit, our liability.
- 13. Law: The contract between you and us is governed by the law of England and Wales and we both agree that any dispute, matter or other issue which arises between us will be dealt with by the Courts of England and Wales.
- 14. **General:** You may not transfer your Booking or any rights and responsibilities under these Booking Conditions to any other person, without our prior written consent. If at any time any part of these Booking Conditions is held to be unenforceable for any reason under any applicable law, that part shall be deemed omitted and the enforceability of the remaining parts shall not in any way be affected by that omission.

These Booking Conditions, together with the Quote, the Cancellation Policy and our confirmation email contain the entire agreement between us and you relating to the Booking and supersedes any previous agreements, arrangements or discussions.