



Terms & Conditions

In these terms and conditions "You" or "Your" means the person named in the confirmation invoice. "We" or "Us" mean Mr or Mrs Powell, owners and proprietors of The Old Barns, Brook, Kings Somborne, Hampshire, SO20 6QR.

Please take your time to read these terms and conditions carefully before making your booking.

By booking this cottage you are agreeing to our terms & conditions.

The making of a booking and the acceptance of the booking by us will form an agreement of these terms and conditions and the cancellation policy between the visitors (You) and Mr and Mrs Powell (Us) for the holiday rental of the accommodation.

We permit you to occupy the accommodation for the holiday period shown in the confirmation invoice together with the use of its contents. We reserve the right to refuse a booking.

Brook Farm House is a neighbouring property and is not linked with the holiday accommodation. Please respect the neighbours and their privacy.

We are a rural property, please take a look at the "Countryside Code Of Conduct" and familiarise yourself with it prior to your stay.

www.gov.uk/government/publications/the-countryside-code/the-countryside-code

1. Bookings:

Bookings and offers of bookings are all subject to availability and governed by UK law.

You, as the party leader, will be responsible for all members of your party. You, as the person in charge of your party, must be at least 21 years of age at the time of booking.

A contract shall only arise when cleared payment and full contact details have been received and email confirmation or letter has been sent to the email address provided by the party leader.

Only the guests named on the booking and pets named on the booking are permitted to stay.

We reserve the right to refuse any booking, for whatever reason prior to issuing you with written confirmation and thereafter if conditions of your booking change.

Check all booking details carefully and inform us of any incorrect information immediately.

The contract will be subject to these conditions and must be complied with.

2. Payment:

For bookings made more than eight weeks before the holiday is due to start, the holiday must either be paid in full or alternatively a deposit of 50% of the rent must be paid (this may differ if booked via an agent and a booking fee to the agent may be due). Once a booking is received and accepted by the owner, the holidaymakers are liable to pay the full balance and any additional charges, on or before 8 weeks before the start of the each holiday. We are not responsible for sending reminders for payment.

For bookings made less than eight weeks before the start of a holiday, full payment plus all additional costs must be received at the time of booking.

Payment is accepted by bank transfer, sterling cash in advance of your stay or cleared sterling cheque (by prior agreement only). If you are paying from a foreign account a minimum charge of £25 will be made to cover the bank changes, any other charges incurred in handling payments from overseas will be passed on to you.

Post-dated cheques are not accepted and any charges raised against us by your bank for handling dishonoured cheques, bank transfers or any other payments will be passed on to you and you will be liable to reimburse us in respect of such charges within 7 days.

If you do not make any payment by the date it is due we will assume that you wish to cancel your booking. If this happens, your booking will immediately be cancelled and the charges set out in our cancellation policy will apply.

Security Deposit: a £100 security deposit will be added to balance payments. This is refundable within 2 weeks of your departure subject to inventory check and subject to any monies due to us, such as breakages, damage, additional cleaning of the cottage, grounds or facilities (we reserve the right to ask for a higher security deposit).

3. If you wish to cancel or change a booking:

We are unable to allow the personal circumstances of our guests effect our business and do not offer refunds or changes of dates if you find you are unable to take the holiday you have booked, therefore we highly recommend that you take out adequate **HOLIDAY INSURANCE** It is your responsibility to check that your insurance cover is adequate and covers, amongst other things, the cost of cancellation by you, personal losses, all medical costs and the costs of assistance including return to your home in the event of an accident or illness.

If you wish to cancel a confirmed booking you must let us know by email or in writing as soon as possible. Your booking will be cancelled with effect from the day we receive and acknowledge your email or written notification. If required we can provide you with any written evidence required to enable you to make a claim against your holiday insurance.

You are not permitted to re-sell or transfer your holiday and only the people named on the booking can stay at the property.

If you do not stay at the Property during the Holiday Period but your Guests named on the booking do, you will still be legally responsible for all your obligations under the Rental Contract and these Booking Conditions and your Guests' compliance with them.

All cancellations must be given in writing and by the party leader.

Cancellation Policy: If you cancel your booking you are liable for the following:

More than 8 weeks = 50%

Less than 8 weeks = 100%

4. If we need to cancel or change your booking:

We do not expect to have to make changes to your booking, however sometimes problems happen and bookings have to be changed or cancelled. We will only change or cancel your booking if necessary to perform or complete essential remedial or refurbishment works or for other reasons unforeseen at the time you made your booking which are beyond our reasonable control.

If we do need to change or cancel your booking, we will do our best to offer you a suitable alternative booking at one of our properties. If we are not able to offer you a suitable alternative, or if you do not accept the alternative we offer, we will refund you the total amount you have paid us for the booking, but the holiday maker shall have no further claim against the owner.

The owners do not warrant that all equipment including the electric, wifi, water and heating system will operate throughout the tenancy. Should the heating system, wifi, water, or electricity system unexpectedly fail, the owner will take all reasonable steps to rectify the fault and will not be liable for any downtime suffered by the hirer. The owner or trades person must be permitted access to the property to rectify the fault. The owner takes no liability for happenings outside their control and no liability will fall on the owner for the effects of unusual or extreme weather, power cuts, water shortages, flooding, farming disasters, epidemic or pandemic as declared by the Department of Health, DEFRA or WHO.

5. Arrival & Departure:

In order to prepare the cottages between hirers, we ask that you arrive after **4pm** and leave by **11am** on your departure date. Failure to adhere to these times will result in you being charged for a further days rental.

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. Your obligations:

Once your deposit is paid you have entered into a contract with The Old Barns and you are bound by our T&C's. You agree to the following:

. To complete and adhere to the information given on your booking form.

.To pay your balance on time. If your balance is not paid on time you are in breach of contract and will be treated as a cancellation. Please ensure you have read our cancellation policy.

. To advise us immediately of any breakages, losses, or damage caused by you to the property or its facilities, the cost of which may be deducted from your security deposit.

. To take all reasonable care of the property and its facilities and leave it in a clean and tidy conditions at the end of your holiday. You will be responsible for any additional cleaning costs (if incurred) which may be deducted from your security deposit.

. To inspect the property on arrival and inform us of any problems with the facilities within 12 hours of your arrival.

. To permit us reasonable access to the property to carry out urgent maintenance.

. Not to sublet or share the property except with the persons included on the booking form or subsequently included by agreement. The maximum number of persons allowed at the property must not be exceeded. We reserve the right to terminate hire without notice and without refund where this condition is breached.

. Not to do or omit to do something which may be or become a nuisance to neighbouring holiday accommodation or properties.

7. Maximum Occupancy for your accommodation:

You must ensure that the maximum number of persons occupying the accommodation does not exceed the maximum occupancy limits. This is 2 adults per cottage (additional children may be agreed by us with prior consent, additional charges will apply). We welcome up to 2 well behaved dogs, depending on size and breed (subject to acceptance by us at the time of booking, additional charges will apply). We set maximum occupancy limits in line with the facilities and equipment available at the relevant accommodation. Exceeding the maximum occupancy limits can overload the facilities and lead to extensive damage. As such, we reserve the right to require you to leave the premises (without compensation) if you exceed the maximum occupancy limit.

Visitors are Not permitted without prior consent by us and at our discretion. Visitors can overload the facilities and lead to extensive damage. They are not covered by our insurance and may invalidate it. As such, we reserve the right to require you to leave the premises (without compensation) if you exceed the maximum occupancy limit. Any visitors agreed by us prior to your stay are not permitted to stay overnight and are your responsibility.

8. Your Neighbours:

Guests are asked to please respect their neighbours (and their dogs if they have them). In the unlikely event of a dispute between guests The Owners cannot be held responsible and politely request guests to resolve matters themselves.

9. Satellite Television and Mobile Phones and Internet access:

All the properties have FreeSat service and a television.

Mobile phone coverage is unpredictable at the property, due to the rural location. Vodafone works best, but is not guaranteed. Most guests can get service on or near the balcony.

We do have Wi-Fi access but this is not guaranteed. We take no responsibility for down-time, speed, or availability.

We do not accept liability for Wi-Fi availability or mobile signal and will not compensate for non availability.

Streaming, unfair usage and inappropriate usage is not permitted.

Broadband is very slow in this rural location and BT have no plans to upgrade this anytime soon.

10. Our right of access:

We or our contractors may need to access your accommodation if there is an unforeseen problem, to investigate a complaint you have made, or to perform certain routine property checks. If this happens, we will do our best to let you know in advance of the time that we will need access.

If your stay with us is more than 1 week, we and/or our cleaner will need to access the accommodation in order to perform a basic service clean and to change the linen.

If we do need to access the accommodation during your stay for any reason we will always try to access at reasonably convenient times (other than in the event of an emergency).

11. Loss or Damage:

We, our employees and representatives shall not be liable to you or your party for loss or damage to your property howsoever arising. You must take all necessary steps to protect and safeguard your personal property. The Owners cannot accept responsibility for personal injury, theft or damage to cars, bikes etc. Driving to/from the property and parking is at the hirers risk.

12. Cleanliness:

We endeavour to maintain high standards of comfort and cleanliness at all times and have a limited time to clean the accommodation in preparation for the next guests. Therefore you must keep all furniture, fittings and effects in the same good condition as they were found. This includes leaving the oven/fridge/dishes/cutlery clean. In particular, if you dogs are prone to moulting please make every effort to clear this before vacating the property. A broom, dustpan, cleaning materials can be found in the property. If the accommodation is found in a poor state we reserve the right to charge extra for any additional emergency cleaning required and refuse future bookings.

13. Accidents & Breakages:

If you discover anything is missing or damaged on arrival at your accommodation you must notify us immediately on site, via email or via 01794389398/07941783253. If you do not notify us we will assume that you caused the relevant loss/damage. If we are not informed of something not working and given the opportunity to resolve it we cannot be held responsible at a later time.

You will be responsible for the cost of any accidental or non accidental damage you or your party cause to the property or its contents.

We can deduct any costs from the security/damages deposit, but if the costs are higher than this value you will be liable for the costs. We will contact you directly regarding any damages found. If no security/damages deposit was taken we will be liable for the full cost of the damage. This also applies to damage caused by pets.

Damages may also be sought for excess cleaning. We request that you must keep the accommodation and its contents clean and tidy and leave them in the same condition as when you arrived. If we have to carry out excess cleaning, over and above a standard changeover you may be charged.

The holiday accommodation price will include all reasonable usage charges for water, electricity and oil. Visitors must comply with the instructions found in the welcome pack in the accommodation. Any damage caused by using the services inappropriately will be charged to the holidaymaker.

Rubbish All bins must be emptied on departure. Please follow directions on what is allowed in which bin. Non conformance of this may result in the bins not being emptied by the bin men and a fee of **£30** will be charged for non conformance resulting in this.

The accommodation is on a private water treatment system – please only put toilet paper down the toilet and don't use excessive amounts of toilet cleaner as it can stop the treatment system working.

You will be liable for any blockage or damage caused by foreign objects put down the toilet.

We have white bed linen and towels, please be aware that if we cannot remove excess staining from the likes of fake tan, make up, blood etc. you will be liable.

If you are aware that damage is likely to occur due to a known condition eg. Incontinence, please ensure you call to discuss prior to booking.

Please note that we have a **private water treatment system** – please only put toilet paper down the toilet and don't use excessive amounts of toilet cleaner as it can stop the treatment system working.

You will be liable for any blockage or damage caused by foreign objects put down the toilet.

14. Keys:

The keys to the property will be your responsibility during your stay and any costs incurred through loss, damage, loss of access to the property as a result of lost keys or key not being returned will be charged to you in full.

15. Fireworks And Naked Flames:

Fireworks are not permitted due to pets and the surrounding livestock. Naked flames are not permitted due to the combustible materials of the barn.

16. Country Life:

Guest who may be unaccustomed to country life may be surprised to find the occasional uninvited wildlife visitor. The Owners endeavour to make sure these are kept away but we can't always guarantee they won't turn up even though the property will have been thoroughly cleaned.

17. Smoking:

Smoking and vaping is not permitted inside the properties. If you smoke outside please do not leave cigarette butts on the ground. Drugs are not permitted anywhere on the premises and guests will be asked to leave with immediate effect and without recompense if evidence of drug taking is found on site. Ash trays are available in the utility room. Please ensure you empty them into a bag and put in the black bin at the top of the driveway (do not leave in the cottage as the smell lingers).

18. Events beyond our control (Force Majeure):

We will not be responsible for any failure to perform our obligations under these terms and conditions that is caused by an event outside our control eg. act or event that is beyond our reasonable control, including without limitation fire, explosion, storm, flood, earthquake, subsidence, epidemic 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. If we have to cancel due to Force Majeure prior to your stay you will be refunded the full amount of the booking. If we have to terminate your holiday early for the

above reasons you will be refunded part of the booking fee based on the time remaining of the booking. No additional compensation, expenses or costs will be payable to you.

19. General:

Whilst every effort is made to provide the amenities advertised no liability will fall on the owners should restrictions be applied in the event circumstances outside of their control.

20. If you have a problem or complaint:

We take care to ensure that our accommodation is of a high standard for the price paid. However, if you have any problems with your accommodations please contact us immediately and give us the opportunity to resolve it. If issues are not reported at the time and we are not given the opportunity to resolve them we cannot be held responsible at a later time.

Please note we will not tolerate any verbal or physical abuse towards us or any false reviews and inaccurate social media posts.

21. Our right to evict:

We may terminate our contact with you and ask you to leave you accommodation immediately (without any compensation being payable) if:

We consider that you or your party have committed a serious break of these terms and conditions.

We consider that you or your party's behaviour endangers the safety of themselves, other guests, us or neighbours.

Any complains are mad of anti-social or unacceptable behaviour against you or any of your party (including pets).

You or your party cause an unreasonable amount of damage to the accommodation or its contents; or

You exceed the maximum occupancy limit for your accommodation (including pets).

22. Advertising and Data Protection:

We make every effort to ensure that the information provided is presented accurately, however details and prices may be subject to change and errors do occasionally occur, so you must check all details and arrangements with us at the time of booking. Sometimes changes to the services do occur after a booking has been made and in this instance we will let you know as soon as possible. Prices may differ direct or via agents and agents will add their own fees.

We may communicate with you from time to time via email. If you would prefer that we did not contact you please let us know.

We will not pass on your details to third parties.

23. Access and Parking:

Access is via an unmade track, at certain times of the year this can have potholes. All types of vehicles have used the track and this shouldn't be an issue, but if in any doubt please ask. The owners of The Old Barns do not own the track and accept no liability for any damage caused to you or your vehicle or personal possessions. There is ample parking in the courtyard for 1 car per cottage, please park tidily and responsibly taking other people into consideration. Please note there are some areas that are not suitable for cars and cars may only be parked on the concrete area and not taken along paved areas. The owners' accept no liability for damage caused to your vehicles or any items left in your vehicles at The Old Barns.

We do have CCTV in the external areas of the property. They do not look into the properties.

24. Personal Safety:

Please note that The Old Barns has 2 ponds that are neither fenced nor grated. The Old Barns has balconies and uneven floors in places. It is the responsibility of the holiday maker to keep all guests in their party safe. Please note that some areas are out of bounds. The Old Barns location is rural and it can be very dark please bring a torch with you, but there is an emergency torch in the cottage. The grounds are uneven and unlit. The owners accept no liability for any accidents; please ensure that you and your party take care.

25. Visitors:

No visitors without prior consent. If we do grant prior consent for additional guests to visit during your stay your visiting guest is wholly your responsibility and is not covered by our public liability insurance. You will be held responsible for any damage caused by your visiting guests. Please see maximum occupancy.

Practical information for your stay:

- You check-in and departure times will be set out in your confirmation invoice. Normal check in is from **4pm** on the first day of your stay and departure is required by **11am** on the last day of your stay. If you do not leave the accommodation by the required time we reserve the right to charge you a late check-out fee of £50 to cover costs that we incur.
- You will be provided with directions and key details prior to your stay. Please ensure that you bring the directions and key details with you as we cannot guarantee that we will be available to greet you.
- If you do not arrive at your holiday destination by 12.00 midday of the day following your intended arrival, and the owners haven't heard from you, your holiday will be treated as cancelled.
- If you leave any of your possessions behind at your accommodation, please contact us as soon as possible. We will do our best to get you reacquainted with your property, but we do not guarantee this. You will be liable for any costs incurred for postage etc. We will hold all lost property for 2 weeks after which it will be disposed of.
- The Old Barns is a rural property and surrounded by farm land. Please ensure you have read and understood the 'Countryside code of conduct' available online. Many people have the perception of rural means quiet and although it is quiet most of the time we do not claim that our property is quiet. We do have neighbours and local business close to us. You will at times hear tractors, chain saws, neighbouring property going about their lives, shooting from the clay shoot and pheasant shoot over the road and all number of sounds from local wildlife. Please respect our neighbours and local farming community as they go about their business.
- The track at the top of our driveway is private and owned by Compton Manor. Please do not obstruct it in any way or cause damage to it. You may walk down the track immediately after our driveway (the track that goes downhill steeply) to access the Test Way. Please do not go through any of the other gates off of the track. Straight ahead goes to the Private Compton Manor fishing.
- We live on site and are around most of the time. We have a dog and several free range chickens. Please ensure dogs are kept under close control.
- Wifi is available in the cottages, but not guaranteed. We are rural and it can be unreliable as well as slow.
- Mobile signal is poor, but most people manage to get a signal in or near the balcony area.

Pets:

- Pets will NOT be left unattended at the property 'The Old Barns' at any time.
- Pet numbers must not exceed the number agreed at the time of booking.
- Guest to pay additional pet fee to the amount of £25 per pet per week or part week.
- All pets must be leashed or under close control at all times within the grounds.
- Guest is responsible for cleaning up any/all pet refuse.
- Pets are not allowed in the bedrooms or on furniture at any time. Any evidence of pets on furniture may incur extra cleaning fees.
- Pet will not damage premises. If damages are caused, the cost of the damage may be deducted from the breakages deposit and if the costs exceed this you are liable for the full costs.
- Guest should prevent pets from producing excessive noise at a level that disturbs neighbors, the homeowners or other guests.
- Guest to ensure that they provide their own dog bedding, food bowls, water bowls and food utensils. The Guest agrees not to use 'The Old Barn' cutlery, crockery and linen for the pets.
- Guest agrees to respect the neighbors, wildlife and farm animals in the local area and to ensure that their pet does not cause harm or stress to them.
- Homeowner assumes no responsibility for illness or injury that may incur to pets or humans while on the premises.
- Pets must be fully house trained.
- No pets under the age of 1 year unless agreed prior to your stay.
- Pets must be free of fleas, worms and ticks and treatment up to date.

Departure Policy:

Check out is by 11am.

- **Please leave the cottage as you would expect to find it.** You will find a broom in the cottage. Dustpan and other cleaning items are under the kitchen sink.
- **Rubbish** – Please take all rubbish out of the holiday cottages and put in the bins at the top of the driveway. Black bin for normal rubbish and Brown bin for plastic and paper rubbish only (**no carrier bags**). **No glass bottles** in either bin please.
- **Washing up** – Please ensure all washing up is done and returned to the correct places, including grill pans or oven trays.
- **Electric Items** – Please turn off all TV's, lights etc.
- **Heating** – Please turn the thermostat down to **13** degrees.
- **Cottage Items** – Please ensure you have returned all items to their correct places and that all maps, torches, etc. have been returned. Please ensure that all crockery etc. have been returned to the correct cottages if you have rented more than one cottage.
- **Review** – Please leave a review in the book and please feel free to leave us a trip advisor review for the cottage you have stayed in. Please report any issues or breakages to us directly or leave us a note in the book.
- **Lock up** – Please ensure that you shut and lock all doors and windows and either return the key to us or put it in the green post box outside the utility room. **Please do not leave the cottages unlocked or open on departure.**

Please note that you will be liable for additional cleaning charges over and above a normal change over clean.