

Oak Cottage - Barley Mews Cottages Limited
Please do read this carefully
Terms and Conditions

This is a legally binding contract between the property owner, Barley Mews Cottages Limited and the holidaymaker. The property owner is also referred to as "we" and "us".

The holidaymaker is the person who signs the booking form or, in the case of online booking, the person who makes the online payment. This person is responsible for ensuring all members of the holiday party accept and adhere to these terms and conditions. The holidaymaker is also referred to as "you".

The property referred to being Oak Cottage

When you book your holiday with us you are entering into a Contract which binds you and us in various ways. You will see we have clearly set out the booking conditions with a list of responsibilities and commitments we and you have towards each other.

The Contract is for a short-term holiday rental between the owners of Barley Mews Cottages Limited and the Lead Booker making the booking under the following booking conditions.

UK law will govern the Contract. The contract of hire is not effective until we have received the deposit and confirmed the booking via email. The contract will be subject to these booking conditions, and by placing a booking you are accepting these terms which must be complied with. The contract is with the named Lead Booker on the booking form

The Lead Booker must be at least 18 years of age at the time of booking, and you are responsible for ensuring that all members of your booking party comply with the Terms of Use (as set out below), however, the Contract for the provision of accommodation is between us and you the 'Lead Booker' (as the person making the booking).

We must be provided with a full list of all guests who will be staying at in the Cottage, detailing their names, addresses and ages – we will email a form to you for completion after the booking has been placed

Booking / Payment

A booking deposit is payable within 3 days of the provisional booking being taken. The booking is taken on a provisional basis until the deposit has been paid in full and funds cleared through the banking system / PayPal. The booking then becomes confirmed. Until the booking is confirmed, it can be cancelled at any time without prior notice.

The balance of the rental charge, along with the breakage deposit, is payable not less than 8 weeks prior to the start of the holiday. Failure to pay the deposit, any of the additional charges or balance in full by the due dates will constitute a cancellation of the holiday by the holidaymaker. Please be sure to note the due dates of these payments as reminders are not routinely issued.

Bookings made less than 8 weeks prior to the arrival date must be paid in full at the time of booking

Barley Mews Cottages Limited are not VAT registered. The price includes all gas, electricity, heating, bed linen, bath / hand towels, bathmats and tea towels.

We will endeavour to make sure the stated property is available for the dates contracted. In the unlikely event the property becomes not available due to circumstances beyond our control, and we have to cancel the booking, the Lead Booker shall be entitled to a full refund. We shall only be liable to return the monies received. No compensation or consequential losses shall be paid.

Bookings may not be transferred to anyone else without prior consent.

Arrival and Departure Time

Every effort will be made to have the property available from 16:00 on the day of arrival. The property must be vacated by 10:00 on the day of departure. Late departure will result in an additional charge being made. You are obliged to leave everything in a clean and tidy condition as you found the cottage when you arrived.

Information about keys and how to collect them will be provided once full payment has been received.

Number of Guests

The maximum number of people entitled to stay at this property is four and furthermore, only those people named on the booking form are entitled to stay. If it is found that more people than agreed are using the property, this will be considered a breach of contract and the holidaymaker and his/her party will be asked to leave immediately without any refund.

Additional day visitors may be permitted at a small charge up to a maximum of 8 people in Oak Cottage being at the property at any one time and this must be agreed by us beforehand. Day guests are required to depart by 10pm.

Sub-letting or assignation of the let is prohibited.

Covid 19 Specific Conditions

If you or a member of your party develop symptoms before your holiday, please let us know as soon as possible. See our cancellation terms.

If during your stay, any person starts to show symptoms of Coronavirus or are advised to self-isolate, we do ask to be informed as soon as possible and appropriate measures will be taken. Current government guidelines do state that a test must be taken straight away and if positive, then the guest must immediately leave if this is reasonably possible. If you need to self-isolate at your holiday cottage, you will be responsible for any additional costs, such as bookings that are cancelled as a result.

National Lockdown

In the event of a national lockdown that coincides with your holiday, where you are unable to travel and/or we are prevented from opening you will receive a full refund.

Regional Lockdown

In the event that the home address of the Lead Booker placing the booking or Barley Mews Cottages are placed under restrictions rendering you unable to travel and the period of restrictions covers the period of your booking, you will receive a full refund.

Please note that this applies only to the address given on the booking by the Lead Booker and does not apply if another party member at a different address is unable to travel due to a local lockdown.

Any cancellations for reasons other than the restrictions stated above will be handled as detailed below.

Note: It is the responsibility of the Lead Booker who makes the booking to acquire suitable travel insurance to cover the holiday and we strongly recommend that you take out suitable insurance which will cover you for the possible cancellation of your holiday. There are suitable options which include cover for Covid related cancellation if you search on any of the comparison sites or with organisations like, but not limited to: <https://www.trailfinders.com/insurance>
<https://www.coverwise.co.uk/Travel-Insurance/corona-virus.aspx>

Please note we are not selling, promoting, endorsing or recommending any particular product, it's for information only and we do not benefit financially or have any formal relationship with any of these providers.

Cancellation

Cancellations should be notified to us as soon as possible by the person who made the booking and confirmed in writing and emailed to contact@barleymewsspeakcottages.co.uk

We strongly recommend you take out holiday cancellation insurance.

In the event of a cancellation, we will attempt to re-let the Cottage. If we are unable to re-let the Cottage for the period of your stay, the amount refunded will less an administration fee of £75 to cover our costs, third-party costs relating to the cancellation and re-marketing. The refund will be based on the number of days notification of cancellation given by the Lead Booker making the booking, as per the table below less the £75 administration fee.

| Time from cancellation to arrival | Percentage of total booking value payable |
|-----------------------------------|---|
| More than 90 days | 10% of total cost |
| 60 – 89 days | 40% of total cost |
| 30 – 59 days | 70% of total cost |
| 7-30 days | 90% of total cost |
| 7 days or less | 100% of total cost |

General

Barley Mews Cottages have a strict no smoking or vaping policy inside all the Cottages. A cleaning fee of £250 will be charged if ignored by guests. Smoking or vaping is allowed only outside.

The use of drones, candles/oil or gas lamps/fireworks are not permitted in the cottage for reasons of insurance. Sky Lanterns are expressly forbidden.

When your party retires for the night, please note all external doors and windows on the ground floor must be locked other than occupied as a bedroom.

All damage must be reported to the owners as soon as possible. Accidental damage or breakages of a minor nature will not normally be charged for, but we do provide an honesty box. However, the owner reserves the right to charge for non-trivial damage, losses or additional cleaning required however caused.

The property owners reserve the right to have access to the accommodation at all reasonable times without permission. Prior notice will be given to guests whenever possible.

Free Wi-Fi is available but not 100% guaranteed.

Electric Vehicle Charging - please note at present we are unable to accommodate the charging of electric vehicles on site in any of the cottages due to power supply. However, the nearest EV charging point can be found on this link - <https://www.zap-map.com/locations/dronfield-charging-points/>

As property owners we do not accept responsibility for breakdown in public or local supplies, including water, electricity, gas or telecoms nor any claims against inconvenience caused by such incidences, or by any building works that may be deemed necessary.

In the case of breakdowns, guests are asked to notify us immediately. We will do our best to correct the fault as soon as possible.

The owners of Barley Mews Cottages Limited reserve the right to alter printed prices due to error or omissions. We also have the right to change any décor, furnishings or fabrics shown on the photographs on the website and any advertising

Rented/portable hot tubs are not permitted

Guests are expected to behave with consideration to other guests/residents/animals/property.

We reserve the right, should any breach of any of the terms and conditions as stated in this document occur, to terminate the holiday and ask the holidaymaker and their party to leave the property, without refund, should the behaviour in the owners opinion of the holidaymaker and/or their party be considered by the owners to be unreasonable

In the event of a national or local disease epidemic, whether human or animal, the owners reserve the right to cancel the booking at any time

Single Sex / Group /Party Bookings. The accommodation is provided primarily for families and private individuals. Organisers or leaders of other groups/parties, or those booking the accommodation in a professional capacity must inform us, at the time of booking, so that the suitability of the accommodation, and the possible effect their group may have on other holidaymakers, can be considered. We reserve the right not to accept bookings from groups or individuals we consider unsuitable for the accommodation, or who may, in our opinion, disturb holidaymakers in our other cottages, our neighbours or those who live in Barley Mews.

We reserve the right to refuse entry to anyone, who in our opinion is not suitable to or capable of taking charge of the property.

Dogs only - unfortunately, we cannot accept any other pets or animals

Well trained and well-behaved dogs are permitted at the property on the condition that they are house trained always kept under control. The number of dogs must not exceed what was agreed at the time of booking, otherwise a breach of contract will be deemed to have taken place.

The Lead booker making the booking agrees to be responsible for the dog(s) being on leads before exiting the property, from the car to the property and at all times when not in either the property itself or the private garden for the property.

The Lead booker will take responsibility for ensuring the dog(s) are not allowed to bark excessively in the gardens, particularly in the early morning and late evening.

The Lead booker agrees to the dog charge of £25 per dog per let and to ensure any dog is specified on the booking form at the time of booking and paid for with the balance of the holiday. There is no charge for guide or hearing dogs.

The Lead booker will be responsible for ensuring dog waste is cleaned up by guests promptly and disposed of accordingly and for ensuring pets are never left unattended at the property, either inside or in the gardens. Please bring your own basket. Dogs are only allowed on the clear understanding that in no circumstances may they lie on any of the bedding, furniture or go upstairs. This is out of respect for non-dog owning guests who may be the next in. We do not accept responsibility for the safety of dog(s). The Lead Booker will be liable for all damage caused by his/her dog or any dog belonging to the holidaymaker's party. A charge will be made for any additional cleaning required. The Owners cannot be held responsible for any accident or injury to a dog(s) during your stay.

In the interest of visitors' safety and following recent government legislation, we are sorry we are unable to accept the following types of dogs: American Pit Bull Terrier, Japanese Tosa, Fila Brasileiro and Dogo Argentino even where these types of dogs are muzzled as required by government legislation.

Liability

The property owner takes no responsibility for the personal possessions of the holidaymaker or the holidaymaker's party. Vehicles and possessions are left entirely at the risk of the holidaymaker. We cannot accept liability for any damage, expense, injury, death,

or loss of any nature whatsoever suffered by any person(s) from any cause whatsoever other than the proven negligence of ourselves or our employees. This clause does not attempt to exclude negligence or breach of statutory duty.

Children must be supervised at all times

Cleaning

We would like to think the holidaymaker and party would treat the property as they would their own home and at the end of the holiday the property is left in a clean and tidy condition. The property owner retains the right to make an additional charge for cleaning should the property not be left in a similar condition to the way it was found at the start of the holiday. We endeavour to maintain high standards of comfort and cleanliness at all times. Guests must therefore undertake to keep all furniture, fittings and effects in the same good condition as found. If extra cleaning is required after departure, it will be charged to the guest

Complaints

Every endeavour is made to ensure your stay with us is memorable for all the right reasons. However, we do recognise that from time to time things do go wrong. In these circumstances, it is the responsibility of the holidaymaker to make any such problem known to the property owner (or their representative) immediately it becomes apparent, thereby giving the property owner the opportunity to correct the situation. Unless this procedure is followed, no subsequent claim will be entertained.

The property owner will make every endeavour to rectify any identified problems as soon as is reasonably possible. No complaints will be entertained after the end of the hiring period or after guests have departed.

Return of Breakage Deposit

Your breakage deposit, minus any deductions, will be returned to you within [tag:breakagedepositdueweeks] of the departure.

Force Majeure

We regret we cannot accept responsibility or pay any compensation where the performance or prompt performance of our contract with you is prevented or affected by reason of circumstances which amount to "force majeure". Circumstances amounting to "force majeure" include any event which we could not, even with all due care foresee or avoid. Such circumstances include the destruction or damage of your Cottage (which cannot reasonably be remedied to a satisfactory standard before the start of your holiday) through fire, flood, explosion, storm or other weather damage, break-in, criminal damage or any similar event. Such circumstances also include riots or civil strife, industrial action, natural or nuclear disaster, adverse weather conditions, war or threat of war, actual or threatened terrorist activity and all similar situations beyond our control.

Data Protection

You consent to the computer storage and processing of your personal data by us in connection with your booking, and to the use of this data solely within the company for statistical analysis and marketing purposes. We assure you that we will not pass any of your personal data onto third parties for marketing or any other purposes. However, should it be necessary, we reserve the right to disclose any relevant information to third parties in order to assist in recovery procedures should you breach any of our Terms and Conditions.

Oak Cottage Updated October 2021