

## TERMS & CONDITIONS

**1. FOREST BARN HOLIDAYS** The Contract for a short-term holiday rental will be between the owners of Forest Barn Holidays Ltd (referred to as "us" or "we") and the person making the booking and all members of the holiday party (referred to as "you" or "your") in the following booking conditions. UK law will govern the Contract. The contract of hire is not effective until we have received the deposit. The contract will be subject to these booking conditions, and must be complied with. The party leader must be at least 18 years of age at the time of booking and he/she must submit a list of names, addresses and ages of the party to us, as required by Forest of Dean District Council's planning conditions.

**2. PAYMENT** Bookings are confirmed in writing following the payment of a deposit of 30% of the holiday cost. The balance of the rental will be due for payment 2 calendar months prior to the holiday commencement date and we reserve the right to cancel a holiday where payment has not been received 1 calendar month before the commencement date. If the booking is made within 10 weeks of the holiday start date the full rental will be required. Once you have a confirmed booking, you are responsible for the full rental cost even if you subsequently cancel.

**2.1. ONLINE BOOKING** When you submit a booking via our online reservation system, you will receive an automatically generated booking summary by email to the address you provide in the booking form. This does not form a contract between us. A contract shall arise only when your deposit payment has cleared and your booking is subsequently confirmed in writing via a letter of confirmation sent by post or email.

**3. CANCELLATION** If you wish to cancel a booking you must give us notice in writing by recorded delivery as soon as possible. A 100% cancellation charge will be payable. On receipt of the written cancellation we will endeavor to re-book the accommodation for the holiday period and, if successful for the whole or part of the period, will refund the relevant proportion of the money paid (which may be less than what you paid) less a fee to cover office administration.

**4. CANCELLATION INSURANCE** If you wish, you may take out cancellation insurance to help protect you from loss due to cancellation of your booking. We do recommend that you do this.

**4.1** You may select any provider but insurance can be arranged and administered by Pavey Group (authorised and regulated by the Financial Services Authority. FSA Number: 308106.) should you require.

**4.2** If you would like to discuss such insurance with Pavey Group, please let us know at the time of making a booking. You should be aware that by doing so, you agree to us passing your details on to Pavey Group who will then contact you. If you then wish to take out cancellation insurance cover with Pavey Group, you should do so by liaising with Pavey Group directly.

**4.3** No introduction is available and you will need to make your own insurance arrangements if a contract is made via a travel agent.

**4.4** Where you have taken out cancellation insurance and cancel a contract with us, the cancellation must be notified to us in writing. Should a cancellation be made which is not covered in full under the terms of the cancellation insurance, you remain liable in accordance with these conditions for any monies owed.

**5. MULTIPLE BOOKINGS** Where more than one property has been booked e.g. for a group function, a deposit of £200 must be lodged with the owners against damage perpetrated by members of your party.

**6 CHANGE OF BOOKING** Transferred bookings are not normally permitted e.g. a transfer from one cottage to another, a change in the visitor or a transfer from one date to another.

**6.1** We may, at our discretion, accept transferred bookings subject to payment of a fee of £35.00 (thirty-five pounds). However, bookings will not normally be accepted within one month of your holiday, or from one calendar year to another. If the transfer requested also involves reducing the length of the holiday, it will be regarded as a cancellation.

**7. CIRCUMSTANCES BEYOND THE CONTROL OF THE OWNER (FORCE MAJEURE)** If for any reason we have to cancel your booking in advance due to circumstances beyond our control for example fire, flood, exceptional weather conditions, epidemics, destruction/damage to the property ("force majeure") 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.

**8. PERIOD OF HIRE** You should not arrive before 4pm on the commencement date, unless by specific arrangement with us. You should leave before 10am on the day of departure, to allow for cleaning etc. 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 longer period. 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.

**9. NUMBER OF PERSONS USING THE PROPERTY** Under no circumstances may more than the maximum number of persons stated in the brochure and the web site occupy the property. We reserve the right to refuse admittance if this condition is not observed. The facilities at Sutton Baynham must not be used by any persons other than those members of your party resident at the time.

**10. LIABILITY** The use of the accommodation and amenities at Sutton Baynham is entirely at the users risk and no liability can be accepted for death, injury & loss or damage to users or their belongings. No responsibility can be accepted for loss or damage to belongings or vehicles. This is your responsibility at all times.

**11. 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 the same clean and tidy condition at the end of the rental period as at the beginning. You must not use the properties for any dangerous, offensive, noxious, noisy, immoral activities or carry on there any act that may be a nuisance or annoyance to the owner or other neighbouring properties. Smoking is not allowed in any of the cottages.

**12. DAMAGES & BREAKAGES** You are legally bound to reimburse us for replacement, repair or extra cleaning costs on demand. If you lose a key we will replace it upon you paying for the cutting of a new one.

**13. PETS** Dogs are not permitted except in the cottages indicated in the brochure and on the website. Where dogs are permitted then a maximum number of two dogs shall apply and only well trained dogs are permitted on condition that they are not allowed upstairs, on the furniture, and especially the beds, nor left unattended in the accommodation. A charge will be made for each dog. No other domestic pets can be accepted in our holiday cottages.

**13.1** Assistance dogs are permitted in the accommodation and the restrictions and charges described above do not apply to such dogs, however the visitor must notify us of the intended presence of any assistance dogs prior to booking.

**13.2** Dogs should be kept on a lead whenever outside the property as a courtesy to other residents and to protect both domestic and wild animals. However, large and aggressive breeds cannot be accommodated. If in doubt, please ask.

**14. 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.

**15 LIABILITY AND LOSS OF VISITOR PROPERTY** Any visitor's property found at the accommodation or on our property will be subject to our policy regarding lost property as described in the frequently asked questions section of the information pack in the accommodation. Lost property will normally be disposed of if it is not collected within 6 months and we may charge a reasonable administration fee to cover the costs of storage and handling of lost property.

**15.1** We will not be liable for any loss of property or any other loss or damage caused by us or our agents or contractors:

- a) unless we have breached a legal duty of care owed to, or contractual term for the benefit of, the claiming party;
- b) where such loss or damage is not a reasonably foreseeable result of any such breach; or
- c) where such loss or damage results from a breach by the claiming party of any duty of care owed to, or contractual term for the benefit of, Forest Barn Holidays Ltd.

**16 TERMINATION** The owner reserves the right to terminate a contract without prejudice to any rights and remedies accrued by the owner or which shall remain following termination and ask you and your

guests to leave the property immediately if it is deemed necessary by the owner as a result of your behavior or that of any of your guests or any other material breach of these booking conditions. In the event that your contract is terminated in accordance of this condition, the owner reserves the right not to refund to you any part of the rental fees in respect of the shortened rental period.

**17. DATA PRIVACY** We treat any data collected during the course of making bookings or dealing with enquiries in strict confidence. Your data will never be sold. As members of Premier Cottages (a marketing collective of the best four and five star cottages in the UK) we have agreed to supply to Premier Cottages Ltd the names, postal and email addresses of all guests booking with us during the previous year, in order that these guests may be sent a Premier Cottages brochure and promotional emails from time to time. We also provide them with the email addresses of guest enquiries. By accepting these terms and conditions you are indicating your consent to receiving these communications from us unless you let us know otherwise, which you can do at the point of booking by ticking the Marketing Notes box at the bottom of this form, near the signature box. If at any time you would like your details removed from this list, all you need to do is to click the unsubscribe link on any of the emails or contact us on [lynda@forestbarnholidays.co.uk](mailto:lynda@forestbarnholidays.co.uk) and we will arrange for you to be removed from the database.

**18. 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.