

# TERMS AND CONDITIONS

## Booking Terms and Conditions

### 1. THE CONTRACT

The Contract for a short-term holiday rental will be between the Southwold Barn (referred to as “Southwold Barn or We”) and the person making the booking and all members of the holiday party (referred to as “the Customer, or Your or You”) in the following booking conditions. UK Law will govern the Contract. The contract of hire is not effective until We have processed 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 prior to arrival We must be provided with a list containing the names, ages, Postcodes and contact details of all guests.

### 2. PAYMENT

Bookings are CONFIRMED on receipt the deposit of 25% of the booking cost. The deposit must be paid within 3 days of booking being placed. The balance of the rental will be due for payment Sixty Days prior to the booking commencement date for any bookings

### 3. CANCELLATION

a/ If your booking has to be cancelled because Southwold Barn is put under Government Restrictions and has to close and the period of closure covers Your booking **You will be refunded in full.**

b/ In the event that Your given address is put into Local/Regional Lockdown, rendering You unable to travel, and the period of restriction covers your booking **You will be refunded in full.**

c/ If your booking has to be cancelled because Southwold Barn has to close through Force Majeure, meaning any of the following circumstances which may hinder or prevent the performance by us of the Contract, including but not limited to: (a) acts of God, flood, drought, earthquake or other natural disaster; (b) epidemic or pandemic; (c) terrorist attack, civil war, civil commotion or riots, war, threat of or preparation for war, armed conflict, imposition of sanctions, embargo, or breaking off of diplomatic relations; (d) nuclear, chemical or biological contamination or sonic boom; (e) any law or any action taken by a government or public authority, including without limitation imposing a restriction, prohibition, or failing to grant a necessary licence or consent; (f) collapse of buildings, fire, explosion or accident; (g) non-performance by our suppliers or contractors; and (i) failure of utility service, and the period of closure covers Your booking **You will be refunded in full.**

**d/ Customer inability (or the inability of any, some or all of Your intended party) or disinclination to travel to and stay at Southwold Barn for any reason.**

This includes – but is not limited to – illness (including Covid), a requirement or recommendation to self-isolate or quarantine, shielding, a call to jury duty, military service, incarceration, change in personal or work circumstances, family emergencies, travel delays, vehicle breakdown, and delays with public transport. These remain at Your risk and do not give rise to a right to cancel or to receive a refund unless We re-let the property, other than according to the sliding scale below. You are strongly recommended to take out UK travel insurance to cover these eventualities. **If you choose not to take out UK travel insurance, then you accept responsibility for any loss that you may incur due to your cancellation.**

e/ Cancellations must be notified to Southwold Barn by phone and email and once received in writing we will confirm the cancellation request.

f/ Southwold Barn will apply the scale shown in the table below to bookings that to determine the amount of the charge, which shall be a percentage of the total cost of the holiday.

Number of days before start of holiday that notification of cancellation is received*	The percentage of total booking value payable by the Customer
More than 60 days	5% of the booking cost
45 to 59 days	40% of the booking cost
30 – 44 days	50% of the booking cost
15 – 29 days	75% of the booking cost
3 – 14 days 0 – 2 days	90% of the booking cost 100% of the booking cost

\*In order to ensure speedy receipt, and thereby processing of cancellations, Southwold Barn recommends that the Customer sends written notification of cancellation by email requesting confirmed receipt. The effective date of cancellation is when written notification is received by Southwold Barn. Any amounts due for refund will be made within 14 Days.

g/ On receipt of the cancellation, the above Charts state the amount that the Customer remains liable for at that point in time. Southwold Barn will then use reasonable endeavours to obtain a replacement booking. In the event that Southwold Barn is successful in obtaining a replacement booking, Southwold Barn will refund to the Customer the total amount paid by the Customer for the booking less the 5% Booking Fee and less the difference in price between the Customers' booking and the replacement booking if one is made.

For example: A £1000 booking, fully paid, cancelled, and relet for £900, means that the original Customer will be refunded as follows, £1000 – 5% booking fee equals £950, – £100 rebooking shortfall, = Refund of £850.

h/ It is the responsibility of the Customer to acquire suitable travel insurance for themselves and their party to cover the booking. Southwold Barn strongly recommends that the Customer acquires suitable insurance to cover circumstances beyond the Customers' control such as, but not limited to, jury duty, incarceration, change in personal or work circumstances, military service, illness – including Covid and shielding, family emergencies and travel delays.

Covid is also now a known risk and it is possible for you to insure your holiday against it. This can include the customer or any of the party having Covid, the customer or any of the party having to isolate or quarantine, or you wishing to shield any Members of the party.

There are several options which include cover for Covid related cancellations available from organisations like

Trailfinders: <https://www.trailfinders.com/insurance#/step1> or <https://www.coverwise.co.uk/Travel-Insurance/corona-virus.aspx> or [www.gocompare.com](http://www.gocompare.com)

#### 4. THIRD PARTY SUPPLIERS (chefs etc)

a/ If you want to use the services of a third-party supplier whilst staying at Southwold Barn you must ask and receive written permission to do so. This may be for a chef, beauty treatments, (Southwold Barn has a pre-authorised list of private chefs and beauty treatments), bouncy castle hire, magicians, opera singers, swimming teachers, baby-sitters etc.

b/ Southwold Barn would need to see the third-party supplier's public liability insurance, and any other related/required certification. Southwold Barn will then seek approval from Southwold Barn's insurers to allow the third-party activity to take place.

c/ If all insurances and certification are satisfactory to Southwold Barn and our insurers, permission to invite these suppliers to Southwold Barn will not be unreasonably withheld.

d/ Southwold Barn does not accept liability for the activities of these third-party suppliers.

## **5. PERIOD OF HIRE**

You should not arrive before 4pm on the commencement date, and leave by 10am on the day of departure. 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.

## **6. NUMBER OF PERSONS USING THE PROPERTY**

Under no circumstances may more than the maximum number of persons stated on the web site occupy the property. We reserve the right to refuse admittance if this condition is not observed. Any persons other than members of your party must not use the facilities at Southwold Barn.

## **7. LIABILITY**

Southwold Barn, its employees and 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.

## **8. 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 is not allowed. Any damages will have to be paid for in full within seven days of notification. We recommend that you have insurance in place to cover this.

## **9. DAMAGES & BREAKAGES**

You are legally bound to reimburse us for replacement, repair or extra cleaning costs on demand.

## **10. WIFI**

Wi-Fi is provided for the guest's reasonable use. The guest agrees to reasonable and lawful usage of this service.

## **11. 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.

## **12. 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.

## **13. DATA PRIVACY STATEMENT & COOKIE POLICY**

See our privacy and cookie policy here <https://www.southwoldbarn.co.uk/privacy.html>

## **14. DRONES, NIGHT LANTERNS AND FIREWORKS**

The use of drones is not allowed without our express written permission. Fireworks are not allowed without our express written permission. Night Lanterns are expressly forbidden.

## **15. PETS**

We only allow dogs, no other kinds of pets. Dogs have to be booked in and paid for. (£25 per dog, per stay/per cottage entered). In order to maintain our Five Star Gold Cottages for everyone to enjoy, it is necessary that guests bringing dog(s) agree to these conditions. Please note our garden is open to the countryside beyond, it is fenced but with standard post and rail.

### **Additional Terms and Condition for guests bringing their dog(s).**

On arrival, and at all other times, your dog(s) must be kept on the lead in and around the driveway, this means keeping them on the lead when you first set out for your walk.

Once they're out they can be off the lead as much as you like provided they are under your control. They **must not** chase any livestock or wildlife. You must obey the Countryside Code and keep your dog(s) under close control at all times for their own safety as well as for the benefit of other dog owners and livestock.

There are lots of dog walks in the surrounding area. Please be aware there may be animals in fields around us, and only take dogs into fields with animal whilst on a lead. Please also make sure you close any gates behind you.

Poop patrol! When taking your dog(s) for a walk, please pick up after them including in our field, We provide free poop bags so please use them. And remember to take bags with you on walks. You must also pick up all poops in the cottage gardens.

When you bring a muddy dog back from a walk, please clean them off using the outside taps and the coloured canine towels provided. On no account use the white towels provided for human use.

Your dog(s) must not be left alone with free run of the property.

Dogs are not allowed in the bedrooms, but are allowed on the sofas provided that you use the throws provided and keep the dog from contact with the soft furnishings. We can provide a stair gate in the cottage which will help control where the dog can wander.

We regret that dogs that bark continuously are not allowed at Southwold Barn.

Please thoroughly clean the cottage, including dog hair from rugs, before you leave; if properties require additional cleaning or dogs have been in the bedrooms, or an uncovered sofa, we will charge a £150 fee to cover the cost of extra cleaning.

**Reserve the right**

Southwold Barn reserves the right to amend these T's and C's at any point deemed necessary in accordance with the safe operation of the properties, guests and staff at Southwold Barn, we therefore advise you print the T's and C's you were subject to at the time of booking so you have them to reference if required.