

## **Booking Terms and Conditions for our Self Catering Cottages (Cockle Cottage, The Carhouse and The Dairy)**

These terms and conditions apply to the booking made between Roundhouse Barn Holidays (Roundhouse Barns) and the person from whom the booking has been accepted (the Tenant).

### **DEPOSIT**

By making a payment to Roundhouse Barns to secure a booking, the Tenant is reminded that he or she is entering into a legally binding contract. If a booking is made eight weeks or more before the Tenancy is due to start, it must be accompanied by a non-refundable deposit of 30% of the rent due (minimum deposit £150). If a booking is made less than eight weeks before arrival, the full rent must be paid at the time of booking. A booking must be confirmed in writing or email by Roundhouse Barns and the deposit payment will be acknowledged. A booking is only made on acceptance of the deposit payment.

### **FINAL PAYMENT**

Once the Tenant has paid a deposit and Roundhouse Barns has issued an acceptance email or letter, the Tenant becomes liable for the payment of the balance of the rent, eight weeks before the start of the Tenancy. Non-payment by the due date will be treated as a cancellation and a cancellation charge will be payable in accordance with our cancellation policy.

### **METHOD OF PAYMENT**

We take debit and credit cards provided by Mastercard, Visa and American Express. There is a small supplement if you pay by credit card. You can also pay by direct funds transfer. Cheques are accepted provided they are covered by a valid banker's card.

### **THE TENANCY**

The Tenancy confers upon the Tenants the right to occupy the specified premises for a holiday within the meaning of Schedule 1, Paragraph 9 of the Housing Act 1988.

### **TENANTS' OBLIGATIONS**

The Tenants' agree:

- To indemnify Roundhouse Barn Holidays for any damage to Roundhouse Barns or the furnishings and equipment therein caused by the wilful act or default of themselves, their guests or any contractor or agent brought on to the premises at their request. The Tenant agrees to pay to Roundhouse Barns on demand the amount required to make good or remedy the damage, or replace any items missing from Roundhouse Barns.
- To take good care of the property and leave it in a clean and tidy condition at the end of the tenancy. A cleaning service is not provided during the tenancy unless the stay is for more than 7 days.
- To permit the Owners of Roundhouse Barns or their nominated staff reasonable access to the property.
- Not to part with possession of the property, or share it, except with members of the party shown in the Booking Form.
- Not to exceed the total number of people stipulated in the property description.
- Not to cause an annoyance or become a nuisance to the occupants of adjoining properties.
- If in the opinion of the owners of Roundhouse Barns any Tenant is not suitable to remain on the premises because of unreasonable behaviour, damage or nuisance to other parties, the Tenant may be asked to leave and also vacate their accommodation, if applicable, and no refund shall be due.

### **ARRIVAL AND DEPARTURE**

Lettings are for a maximum of four weeks and commence at **3.00 p.m.** on the first day of Tenancy and end at **10.00 a.m.** on the last day of Tenancy unless otherwise notified. The period booked cannot be exceeded without the written approval of the Owners of Roundhouse Barns. The Tenants will be liable for any cost whatsoever nature incurred because of an unauthorised extension.

## TRAVEL INSURANCE

We recommend that Applicants ensure that they have adequate personal travel insurance to cover for amongst other things cancellation of the holiday.

## CANCELLATION

In the event of cancellation the cancellation charge will be payable based on the number of days before the holiday start date that the cancellation notice is received in writing by Roundhouse Barns as specified in the table that follows:

Number of Days before holiday start date that notification is received.	Cancellation Charge (as a percentage of the total cost of the holiday)
0 - 21 days	100%
22 - 56 days	75%
57 days or more	Deposit

We will strive to re-let the accommodation if you have to cancel. If we re-let it, we will refund you the total value of the price that we have charged the new Tenant, less a £50 administration fee.

Roundhouse Barns reserves the right to cancel a booking forthwith and without liability on its part in the event of any cause beyond its control (such as but not necessarily limited to flood, fire, power loss, water loss) which prevents it from performing its obligations relating to any Tenancy, and will refund the Deposit and if already paid by the Tenant the Final Payment, in full and have no further liability.

## CHILDREN AND PETS

Roundhouse Barns is unable to accommodate children below the age of fourteen years on the date of arrival at Round House Barns, unless by prior agreement. Roundhouse Barns does not have facilities to accommodate pets.

## NON-SMOKING

Roundhouse Barns is a totally non-smoking establishment, and this extends to all areas and all rooms including bedrooms, kitchens, lounges, bathrooms, terraces and public gardens. All Tenants are respectfully requested to observe this condition. Roundhouse Barns reserves the right to terminate this Tenancy forthwith and ask Tenants that disregard this policy to leave the premises.

Without prejudice to the aforementioned, when entering into this contract, you specifically accept liability for any damage caused to persons or property through smoking on any part of Roundhouse Barns premises.

## CAR PARKING

Car parking is provided free for Tenants in the car park at the top of the drive. Roundhouse Barns does not accept any responsibility for damage to or theft of vehicles or their contents.

## LOSS OF OR DAMAGE TO TENANT'S PROPERTY

Whilst every effort is made to safeguard Tenants' property, Roundhouse Barns does not accept responsibility for loss of or damage to any cash, money, jewellery or other articles of value. In the event of negligence on the part of Roundhouse Barns which gives rise to loss of or damage to property belonging to a Tenant then Roundhouse Barns' limit of liability will be limited to £50 for any single article and subject to a total of £100 in the case of any one person. No liability is accepted for any consequential loss arising from loss or damage to property of the Tenant.

## TENANTS' DUTY TO TAKE CARE

All Tenants are required to take care to avoid accident or injury at all times whilst on the premises but extra care should be taken when in Roundhouse Barns' gardens and especially when using the steps and ramp down to the rear garden which may be hazardous when wet. Also, care should be taken when walking on the uneven paving the most easterly part of the rear garden.

**NO CANDLES OR NIGHTLIGHTS**

The use of candles, night lights or any other device incorporating a naked flame for the purpose of decoration or illumination is strictly prohibited anywhere on the premises.

**GENERAL POINTS**

No Tenants shall arrange for the delivery of or deliver any goods or material to Roundhouse Barns without prior arrangement with Roundhouse Barns. No Tenant shall store or place on the perimeter of or in Roundhouse Barns any inflammable, combustible or objectionable substances or liquid.

**WAIVER**

The failure of Roundhouse Barns to enforce or exercise, at any time, or for any period of time, any term of, or any right pursuant to this Agreement does not constitute and shall not be construed as a waiver of such term or right.