

ALDER BARN HOLIDAY HOME BOOKING CONTRACT

General

These terms and conditions (the “**Booking Contract**”) are between and shall bind the property owner or manager (“**we**”, “**us**” and “**our**”) and the holidaymaker(s) who book (a “**Booking**”) Alder Barn (the “**Property**”). References to “**you**” or “**your**” are references to the person making the booking and all members of the holiday party.

Any Booking is subject to the Booking Contract. This Booking Contract and our confirmation email contain the entire agreement between us and you and forms the basis of your agreement with us so please read them carefully. Nothing in this Booking Contract affects your usual UK statutory rights.

Booking using an online system

- Book the Property with the payment specified on the relevant online booking system at alderbarnholidayhome.com, holidaylettings.co.uk, homeaway.co.uk or Airbnb.com (“**Other Websites**”), as relevant.
- The Booking shall be made and this Booking Contract shall be effective once the Initial Deposit (as defined below) or full payment has been received by Alder Barn Holiday Home and you have received an email from us (or Other Websites as relevant) confirming the Booking and including the Cancellation Policy (as defined below).
- The Booking System requires (**unless stated otherwise**) that you pay an initial deposit (the “**Initial Deposit**”) followed by a balance payment (the “**Balance**”), and that you must make both payments to Alder Barn Holiday Home within the specified time periods.
 - The **Initial Deposit of 30%** of the value of the total booking is required at the time of booking to confirm the booking
 - The **Balance of 70%** of the value of the total booking is due at the latest 60 days before the start of the holiday.
- You will also be required to pay a damage deposit (the “**Damage Deposit**”) as set as detailed below.
- You should carefully check the details of the Confirm and Pay page of the online booking system before making any payment to Alder Barn Holiday Home for your Booking as well as the confirmation email and inform us immediately of any errors or omissions.
- **A condition of the booking is that full and correct Party Details are filled out on the booking system by you for all guests staying at the property, and this includes:**
 - **First Name and Surname**
 - **Gender**
 - **Age**
- **A condition of your booking is that you provide your reason for stay, specifically whether the booking is a business or work-related booking, or for leisure. If the booking is a business or work-related booking, see the Damage Deposit clause below, as additional requirements apply.**

Paying for your Booking

Where you have only paid the Initial Deposit, you are required to send to Alder Barn Holiday Home your payment for the Balance and the Damage Deposit and/or Other Fees 60 days prior to the arrival date specified in the email confirmation (the “**Arrival Date**”).

If you fail to pay the Balance due to us at Alder Barn Holiday Home in full and on time we shall be entitled to treat your Booking as cancelled by you and the Cancellation Policy (as defined below) shall apply.

Damage Deposit

Please take care when staying in the Property; you are responsible and liable for any breakages or damage which you cause to the accommodation or its contents.

We will do our very best to log any breakages or damage that may affect the Property or its contents prior to your stay, but it is also your responsibility to look round the Property when you arrive and report immediately any existing damage so we do not deduct this from your Damage Deposit.

Regarding any other damage or breakages which may occur during your stay, please ensure that any such incidents are reported to us as soon as they occur. We do not normally charge for minor breakages, but anything larger will be taken from your Damage Deposit.

- **The Damage Deposit of £500 is required at the latest 7 (seven) days before** the start of the holiday and is paid on our Online Booking System.

- The Damage Deposit may be used for any repair and/or replacement of the Property, furnishings, fixtures and fittings that are necessary after your stay.
- We will **return the Damage Deposit to you** less any deductions in accordance with the conditions listed above **no later than 7 (seven) days after your departure**.

Please note the above deposit relates to 'normal' holiday bookings. If you are looking to book Alder Barn for a business stay, such as tradespeople, we will consider these bookings on a case by case basis though will charge a **£1,000 deposit** rather than our usual £500.

If you cancel or amend your Booking

- If you need to cancel or amend your Booking you must write to us or email us as soon as possible. A cancellation or amendment will not take effect until we receive confirmation from you. The cancellation policy (below and also described in your email confirmation ("**Cancellation Policy**") applies to your Booking and we will refund any amounts due to you in accordance with the Cancellation Policy.
- Please be aware that we shall be entitled to treat your Booking as being cancelled by you and the Cancellation Policy shall apply in the event that:
 - any balance required from you is not paid in accordance with the timeframes set out in the Cancellation Policy; or
 - you do not arrive at the Property within 24 hours of your arrival time without notifying us

Cancellation policy

- If **full payment** has been made you will receive:
 - a **50% refund** of the total cost if you **cancel at least 60 days before** the start of the holiday; or
 - a **25% refund** of the total cost if you **cancel up to 30 days before** the start of the holiday
 - No refund if you do not arrive at the Property within 24 hours of the Arrival Time without notifying us
- If an **Initial Deposit** has been paid:
 - If you **cancel**, the Initial **Deposit cannot be refunded**.
 - If the **Balance is not received at least 60 days before** the holiday starts, the **booking will be automatically cancelled, and the Initial Deposit cannot be refunded**.

Please note that where you have had to cancel, your Initial Deposit is not refundable under any circumstances. You may wish to take out your own cancellation insurance to cover this cost.

If we cancel or amend your Booking

- We would not expect to have to make any changes to your Booking once it is agreed between you and us, but sometimes problems occur and we do have to make alterations or, in extreme circumstances, should a situation arise beyond our control, cancel the Booking
- If this does happen, we will contact you as soon as is reasonably practical and inform you of the cancellation or the change to your Booking. If we cancel your Booking, Alder Barn Holiday Home will refund you any money you have already paid to Alder Barn Holiday Home. However, we will not be liable to refund to you any fees you may have paid to any third party in connection with your holiday (including, without limitation, fees for travel, entertainment, activities or insurance).

Arrival

- **Arrival Time** – Your accommodation will be available to you from 4.00pm on the Arrival Date for your holiday unless otherwise stated. We may not be able to accommodate you if you arrive earlier than the agreed time as we will be busy preparing the Property.

We will do our very best to log any breakages or damage that may affect the Property or its contents prior to your stay, but it is also your responsibility on arrival to look round the Property and immediately report any existing damage so we do not deduct this from your Damage Deposit.

- **Delayed Arrival** – if your arrival is delayed, you must contact The Property Manager whose details are given on the booking confirmation email so that alternative arrangements can be made. If you fail to do so you may not be able to gain access to the Property. If you fail to arrive by midday on the day after the Arrival Date and you do not advise the contact of your anticipated late arrival, we may treat the Booking as having been cancelled by you and we shall be under no obligation to refund either the Initial Deposit or the Balance to you. Please see the Cancellation Policy for further details.

Smart Lock

An internet enabled 'smart lock' is fitted to the front door, you will be given your own unique code prior to your stay to gain access to Alder Barn. Your code will only give you access from your exact arrival time and date through to your exact departure time and date.

Should there be any problems with the smart lock during your stay, we also provide keys, see the clause below.

Keys

During your stay, it is your responsibility to ensure you do not lock yourselves out, and you will be responsible for any associated costs relating to arranging re-access. Notes below:

- **Access on Arrival** – The Property has a secure combination key-box to the right-hand side of the front door where you will find the 2 x front door keys (1 Yale + 1 Chubb); **if the smart lock is not functioning, we will send to you the security code for this key-box before your arrival.**
- **Front Door Keys to Remain in Combination Key Box** - The front door keys are to remain in the combination key box for the full duration your stay, so if you do accidentally lock yourself out **or the Smartlock fails to function**, there is a set of keys available for you to use.
- **Locked Yourself Out** - if you have not followed the above protocols and have locked yourself out, you will be responsible for all associated costs relating to re-gaining you access. Please note that we do not live nearby, therefore Jonathon and Abi delivering another set of keys to you is unfortunately not an option.

During Standard Office Hours

Should you lock **yourself out, the Smartlock fails to function and you do not follow the above protocols whilst using keys.**

It may be possible for our cleaners to make a special journey and drive to Alder Barn to give you access, though this cannot be guaranteed and is fully dependant on them being available, and if they are, they will be a £50 charge.

Locksmith

If the above two options are not available it will be your responsibility to arrange a Locksmith, for which you will be responsible for ensuring no damage to the door, and all associated costs; please note that the lock barrels are not to be changed (all existing keys must still work) without the express permission of Jonathon Monk or Abigail Monk.

During Your Holiday

- **Regulations** - you agree to comply with the regulations set out in any property manual at the Property and any other regulations reasonably specified by us from time to time and ensure that they are observed by all members of your party.
- **Items in the Property** - you agree to keep and leave the Property and the furnishings, including items such as kitchen equipment, crockery and glasses clean and in good condition.
- **Damage** – you agree not to cause any damage to the walls, doors, windows or any other part of the Property and its contents, and to immediately report to the Property Manager any damage either caused or found.
- **Candles** – you agree not to light any ornamental candles or incense sticks or use any other type of naked flame in the Property
- **Fireplace and Chimney Breast** – the fireplace and chimney breast are not currently in working order. You therefore agree not to use the fireplace or light any form of fire in the Property
- **Appliances, Lights and Water** – please ensure that any appliances and / or lights are switched off when not required and that all taps are similarly turned off when not needed
- **Nuisance or annoyance** - you agree not to do anything that may be reasonably considered to cause a nuisance or annoyance to us or to any other occupier of adjoining or neighbouring properties.
- **Patio** – you are not permitted to play music on the external patio at the front of the Property
- **Parking** - you are required to meet the Parking Arrangements detailed on <http://alderbarnholidayhome.com/parking/>
- **Personal Property** – you agree to take all necessary steps to safeguard your personal property while at the Property.
- **Travel Insurance** – you agree to ensure that each member of your party is covered by comprehensive travel insurance (including cancellation, flight delays, loss and damage to baggage and other property) and health insurance (including evacuation and repatriation coverage).
- **Additional People** – you cannot allow more people to stay in the Property unless expressly authorised, nor can you significantly change the makeup of the party during your stay in the Property.
- **Pets** - you cannot take your pet into the Property. If you do so, we can refuse to hand over the Property to you, or can require you to leave.
- **Smoking** – smoking is not permitted under any circumstances in any part of the property.

We will treat any of these circumstances as a cancellation of the Booking by you and we shall be under no obligation to refund either the Initial Deposit or the Balance to you in any of these circumstances. Any refund will be at our sole discretion.

You agree to allow us or any representative of ours access to the Property at any reasonable time during your stay for the purpose of essential repairs, or in an emergency or to ensure you are complying with this Booking Contract.

Departure

- **Vacating the property** – the Property must be vacated by 10.00am on the day of departure, unless otherwise arranged. Any delay in vacating the property can result in additional charges and costs which are incurred as a result of the delay, for example recompensing our cleaners for missing other work contracts. We also reserve the right to charge an additional day's rent at our discretion.
- **Returning Keys** – if keys are used they are to be returned to the secure external key box next to the front door. If keys are not returned, you could be liable for all the costs associated in changing the locks on the front and back doors.
- **Clean and tidy** – the Property must be left in a clean and tidy condition, which includes leaving furnishings, including items such as kitchen equipment, crockery and glasses clean and in good condition. All items of furniture, patio furniture, bedding, soft furnishings, ironing board, iron, wash stands, travel cot and high chair must be returned to the places where they were originally found. All items of kitchen equipment, crockery, cutlery and glassware must be washed, cleaned, dried up and put away in the places where they were originally found, including finishing the dishwasher cycle and emptying the dishwasher. Plus removing anything brought to the property by you or your party, especially personal items and or food that may have been temporarily stored in kitchen cupboards, drawers, the fridge freezer, wardrobes and chests of drawers. Should the property not be left in good order as described above, be vacated late, require extra cleaning or items be left in the wrong positions or rooms, this will incur extra costs from our cleaning team, which will be deducted from your security deposit.
- **Rubbish** – all rubbish is to be removed from the Property, and should be left in the bin provided at the front of the Property. If your rubbish exceeds the bin provision, then it should be taken to the communal bin stores at the back of the Ashwell Jewellery Store, if these bins are full, then it is your responsibility to take this excess rubbish with you. If rubbish is left at the Property, you could be charged for the rubbish removal or clean up.

- **Damage, breakages or faults** – any damage, breakages or faults with the Property are to be reported promptly to the Property Manager and, in any event, on departure.
- **Returning left Items** – if we need to post to your items that may have been left at the Property we will charge a £30 administration fee plus postage for the item. The Property Manager and Alder Barn Holiday Home cannot be held responsible for items which cannot be found after you have departed or items which are damaged or lost in transit whilst being returned.
- **Appliances, Lights and Water** – all appliances, lights and taps are to be turned off on your departure.

Access

The Property has steps either up to or down from every access point and no ground floor sleeping accommodation.

We apologise for this but the Property is therefore unsuitable for wheelchair users and for those who find stairs and steps difficult.

CCTV

We have one CCTV camera in the premises which only operates when the premises are empty for security purposes. The one camera is located in the downstairs communal area. The camera is set up, so it is physically powered off during your stay and cannot operate. Your total privacy is of the utmost importance, and more details will be sent in our welcome email.

Complaints

Every effort has been made to ensure that you have an enjoyable and memorable holiday. If, however you have any cause for complaint it is important that remedial action is taken as soon as possible.

- It is essential that you contact us if any problem arises so that it can be speedily resolved. It is often extremely difficult (and sometimes impossible) to resolve problems properly unless we are promptly notified. Discussion of any criticisms with us whilst you are staying at the Property will usually enable any shortcomings to be rectified straightaway. In particular, complaints of a transient nature (for example, regarding preparation or heating of the Property) cannot possibly be investigated unless registered whilst you are staying at the Property.
- If any complaint cannot be resolved during your holiday, you must write to us or email us with full details within 28 days of the end of your Booking.
- For the avoidance of doubt, you can always contact us if you have any complaint in relation to your Booking or the Property.

Limit of Liability

- Our maximum liability for losses you suffer as a result of us acting in breach of this Booking Contract is strictly limited to the amounts received by us in relation to your Booking. We shall not be liable for any losses which are not a foreseeable consequence of us breaching this Booking Contract. Losses are foreseeable where they could be contemplated by you and us at the time your Booking is confirmed by you.
- Your Booking is made as a consumer for the purpose of a holiday and you acknowledge that we will not be liable for any business losses howsoever suffered or incurred by you.
- For the avoidance of doubt, Alder Barn Holiday Home shall not be liable to you or responsible for:
 - any failure in relation to any payments due to the failure of a payment solution provided by a third party; and
 - the rejection of any payment of yours by a third party payment solution provider.

This does not exclude or limit in any way our liability for death or personal injury caused by our negligence or for fraudulent misrepresentation; or for any matter for which it would be illegal for us to exclude or limit, or attempt to exclude or limit, our liability.

• Mezzanine

As shown in the photographs on www.alderbarnholidayhome.com there is a mezzanine balcony overlooking the lounge. We shall not be liable for any loss or injuries caused by falls or items dropped from this balcony. By booking you agree that no children under the age of 12 years shall be allowed on the balcony unaccompanied at any time during your stay.

• Back Door

You also acknowledge that the back door (from the kitchen) opens on to a roadway and therefore the door must be shut and locked at all times (when young children are staying in the Property) to prevent accidents involving young children straying on to the road.

• Gravelled Parking Area at Front

Children are prohibited from playing in the communal parking area (gravelled area to the front of the property) and ball sports are also prohibited in this area.

Law and Jurisdiction

This Booking Contract (including any non-contractual obligations arising under or in relation to this Booking Contract) between you and us is governed by the law of England and Wales and we both agree that any dispute, matter or other issue which arises between us will be exclusively dealt with by the Courts of England and Wales.

Miscellaneous

- You may not transfer your Booking or any rights and responsibilities under this Booking Contract to any other person, without our prior written consent.
- If at any time any part of this Booking Contract is held to be unenforceable for any reason under any applicable law, that part shall be deemed omitted and the enforceability of the remaining parts shall not in any way be affected by that omission.

This Booking Contract, together with the Cancellation Policy and our confirmation email contain the entire agreement between us and you relating to the Booking and shall supersede any previous agreements, arrangements or discussions between you and us, whether oral or in writing.

We reserve the right to update the Booking Contract at any time.

No representation, undertaking or promise shall be taken to have been given or be implied from anything said or written in negotiations between you and us prior to receiving the confirmation email except as expressly stated in this Booking Contract.

Neither you nor us shall have any remedy in respect of any untrue statement made by the other upon which that party relied in entering into this Booking Contract (unless such untrue statement was made fraudulently) and that party's only remedy shall be for breach of contract as provided in this Booking Contract.

We will not be in breach of this Booking Contract, or otherwise liable for any failure or delay in performance, arising from any circumstances beyond our reasonable control including, without limitation, flood, fire, explosion or accident.

Privacy

See our <http://alderbarnholidayhome.com/privacy-policy/>

Alder Barn Booking Contract Version 1.5