

Old Post Office Barn
Old Post Office,
Middle Street,
Galhampton,
Somerset, BA22 7AP
T: 01963 441305
E: info@oldpostofficebarn.co.uk



General Booking Terms & Conditions

1. General

- 1.1. In this Agreement any reference to the masculine includes the feminine.
- 1.2. This Agreement is made on the basis that the Premises are to be occupied by the Lead Guest¹ and party for a Holiday as mentioned in the Housing Act 1988 Schedule 1 paragraph 9 and the Guest acknowledges that this Agreement is not tenancy and that no tenancy of any kind will arise on the determination of the letting period.
- 1.3. This Agreement therefore shall not confer on the Lead Guest any security of tenure within the terms of that Act. Where the Lead Guest's party comprises two or more persons, obligations, expressed or implied are deemed to be made by such persons jointly and severally. As a holiday letting, this Agreement is an excluded Agreement for the purpose of the Protection from Eviction Act 1977. It is the intention of the Owners and the Lead Guest during the term of this Agreement that the occupation by the Guest of the Premises is for the purposes of a holiday let only and that the Guest occupied the Premises solely on this basis and that this Agreement shall take effect as a holiday letting Agreement only.
- 1.4. The terms and conditions of the Agreement become valid upon written confirmation (including email) by the Owners of acceptance of the holiday letting period for the agreed letting period.

2. BOOKING RENTAL PAYMENT

- 2.1. For all bookings, including those made by telephone or internet, the Lead Guest must complete and sign the attached Booking Form. This must be sent to us at the time of booking. If we do not receive your payment and the signed forms within 5 days of your verbal or email confirmation, we will then release your reservation and will not be able to guarantee that the property will subsequently be available.
- 2.2. The Lead Guest must be over 18 years of age and authorised to make the booking and to accept these Booking Terms & Conditions by all persons in the party and/or stipulated on the Holiday letting Booking Form².
- 2.3. Payments must be made by Cheque to 'RA Eyre' - as long as sufficient time allows it to clear - or by on-line Bank Transfer. Details for the latter will be supplied on request.
- 2.4. In order to confirm your booking a cheque/BACS payment for £100 must be made with the signed Booking Form. We must receive the balance of rental fee 6 weeks prior to the booking arrival date.
- 2.5. Bookings received 6 weeks or less before the booking arrival date must be paid in full immediately.
- 2.6. All payments are due to the owners in pounds sterling and for the rental tariff in its entirety. Specifically, any fees/costs such as bank transfers and any variances due to exchange rates are borne by the Lead Guest.
- 2.7. Although we would not anticipate any costing errors on the confirmation correspondence, should there be an incorrect price shown, we will issue a new invoice and will not be bound by the price shown on the incorrect correspondence.
- 2.8. If payment is not received by us in full and by the date given in our confirmation letter then we reserve the right to treat the booking as cancelled. In this case, cancellation charges as set out in the clause "Cancellation by you" will be applicable. *(NB we will endeavour to send a reminder of residual payment and due date but should for some reason this not happen, the obligation to pay on time remains with the Lead Guest).*
- 2.9. The Lead Guest will be responsible for making all payments due.
- 2.10. On receipt of correspondence from us you must advise us immediately if anything appears to be incorrect.

¹ The Lead Guest is the person who will sign on behalf of the party using the holiday let and is responsible for their actions and behaviour.

² If the Lead guest is not travelling with the party, or they are booking on someone else's behalf, this must be discussed and agreed with the Owners.

- 2.11. We (the owners) regret that we cannot accept liability if we are not notified of any inaccuracies within 10 days of sending correspondence to you.
- 2.12. We reserve the right to refuse a booking without giving any reason.

3. YOUR CONTRACT

- 3.1. A binding contract comes into existence when your booking is confirmed by telephone, email or through SimplyOwners or any other agent.
- 3.2. Acceptance of these Terms and Conditions must be explicitly acknowledged by the Lead Guest. It may be provided by email and will be binding.
- 3.3. This contract is governed by English Law. It is mutually understood and agreed that any dispute, claim or any other matter that arises out of this contract or your holiday will be dealt with by the courts of England and Wales.
- 3.4. The guests agree that should any dispute arise they will attempt to resolve the dispute using a recognised form of Alternative Dispute Resolution subject to the sole discretion of the owners.

4. CANCELLATIONS – BY YOU (LEAD GUEST)

- 4.1. You may cancel your booking at any time unless it is received after 5.00 pm, in which case the relevant date will be the next working day. Cancellation must be communicated to us in writing and takes effect from the date received by us. Cancellations are only effective once confirmation has been received from the owners (especially if you should use email). In the event of cancellation then the following charges become applicable:

Less than 28 Days (4 weeks) prior to arrival date – 100% of full cost
Between 29 – 42 Days (4-6 weeks) prior to arrival date – 50% of full cost
43 Days or more (6 weeks or more) – 10% of total Rental Price & booked extras.

If the property is subsequently re-let for the duration of your booking, and at the discretion of the owners, your residual rental may be reimbursed subject to a nominal administration fee of £25. ***Please see section 13.3 regarding protecting yourselves through insurance in the event of cancellation.***

- 4.2. If you or your party opt to depart early for any reason you will not be eligible for a refund.

5. CANCELLATIONS – BY US (THE OWNERS)

- 5.1. Once a booking has been agreed we will make every reasonable effort to honour that booking. However, notwithstanding the conditions in section 20 regarding Force Majeure, there may be other situations where we would be unavoidably unable to honour the letting. This includes but is not limited to bereavements, ill-health. In such circumstances as much notice as possible and a full refund would be provided. The limitation on financial liability in para 7.1 applies.
- 5.2. We run a small holiday let in the countryside in a small friendly village and are effectively allowing our guests in to our home and we treat you with respect and make you very welcome. The vast majority of our guests are a delight to share the Barn with, however not everyone who has come to stay has been able to reciprocate this.
- 5.3. We therefore are obliged to highlight that we are not a hotel, B&B or a guest house and there is no automatic entitlement to book. We will not tolerate rude or abusive behaviour by anyone staying in the Barn. This includes impolite, condescending, indignant or other behaviour and/or correspondence during the booking process, during the period up to, and during the holiday let itself.
- 5.4. We therefore reserve the right to cancel the holiday let and refuse entry to the Barn if the Lead Guest or any member of the party behave in this manner, and highlight that whether or not any behaviour falls into the categories above will be based on our perception of the degree of unacceptable behaviour and that any refund of the remaining rental is entirely at the discretion of the owners.

6. Specific COVID-19 Precautions and additional terms³

³ As appropriate to Government COVID-19 travel and distancing restrictions that may prevail at the time of your visit.

6.1. If COVID precautions are required, all cutlery, glass etc is put through a dishwasher before each guest and the furniture is treated with an industrial sanitiser. The need to do this means that there is a reduction in the standard inventory – the items are still available on request, but in any case, the inventory is more than enough in most circumstances.

6.2. Please note that if any guest is advised that they must quarantine or self-isolate for a period greater than their planned stay they must return home, either immediately or as planned, as it may not be possible to extend the booking. In the event the stay is extended, any stay at the Barn over and above the dates already paid for will need to be paid at the published rate.

7. LIMIT OF FINANCIAL LIABILITY

7.1. It is important to note that in any event, the financial liability of the owners for loss of use of the Barn will not exceed pro-rata reimbursement of the value of the holiday letting fee paid.

8. OCCUPATION AND USE OF PROPERTY

8.1. The Lead Guest shall use the Property for the purpose of a temporary private holiday residence for a maximum of 'agreed' persons only and not for any other purpose whatsoever and the Lead Guest must not use the Property or any part of it for any improper, immoral, or illegal purposes.

8.2. The Lead Guest is responsible for the behaviour and safety of their party.

8.3. As a condition of the planning consent on the Barn, we require names of all members of the party.

8.4. Only named guests are permitted to use or stay in the property. If you are expecting overnight visitors, you must let the owner or our representatives know. You and your party must not exceed at any time the numbers of sleeping places, i.e. 4. (Please also see section 11 on Parking regarding caravans and mobile accommodation).

8.5. The owners or our representatives have a right at all times to refuse access to the property for people who are not members of the named party.

8.6. Guests have the use of a dedicated patio with Gas BBQ and log burner – the Lead Guest is responsible for the extra safety considerations for their party when these are used.

8.7. Guests are welcome to use the 'top garden' on a shared basis. Guests may also use the paddocks for games and play – weather and horse permitting (there are 3 x paddocks one of which may have a horse in it).

8.8. For safety reasons, guests are not permitted in the stable yard without the owners' permission. Children should only be allowed in the stable yard if accompanied by a responsible adult.

8.9. On arrival, the Lead Guest undertakes to read and comply with the 'General Instructions' that cover General House Keeping, Health & Safety, Heating, Washing Machine and other guidance essential for your stay.

9. SMOKING⁴

9.1. For the safety and comfort of all our clients the Lead Guest undertakes for the whole of his party **not** to smoke or permit smoking inside the Barn or anywhere on the Old Post Office property. The latter is especially important given that there are wooden stables and out buildings containing hay and straw.

9.2. The owners retain a discretion to allow smoking at a place designated by them upon request of the Lead Guest. If such permission is granted the Lead Guest undertakes to clear away smoking related bi-products. i.e. not to stub out cigarettes on grassed areas or the patio and not to leave cigarette ends.

9.3. In the event a guest does not comply with these conditions, the Lead Guest undertakes to pay a cleaning fee of £50.

10. ARRIVAL/DEPARTURE TIMES

10.1. **Arrival.** Guests may arrive from 15.00 Hrs (3.00pm) on the arrival day booked. We may be a little flexible on this, provided that there are no departures from the night prior. Please check with us within a few days of your arrival date and when possible we will be happy to oblige.

⁴ Including e-cigarettes and other forms of 'Vaping'.

10.2. **Departure.** Guests are to depart by 10.00 Hrs (10.00am) on the departure day booked. We can be a little flexible on this, provided that there are no imminent new arrivals. Please check with us and when possible we will be happy to oblige.

11. PARKING

11.1. There is allocated off road parking for one car or family MPV⁵ only. For aesthetic reasons, commercial type vans cannot be parked on the premises. There is plenty of parking on the road nearby if so required.

11.2. An additional car/MPV may be accommodated subject to prior agreement of the owners. This will be subject to the prevailing weather conditions and state of the paddocks and their access track.

11.3. Under **no** circumstances will caravans or any other type of mobile accommodation be permitted on site.

11.4. For safety reasons guests should exit the property in a forward direction (i.e. please do not reverse out on to the lane).

11.5. Please note that the charging of electric cars is not included in the Barn Rental and is subject to an additional charge. This is nominally £20 per charge or as agreed with the owners. The Lead Guest should not allow electric cars to be connected to the Barn power supply before agreeing the charge and payment with the owner.

12. END OF THE HOLIDAY LETTING PERIOD

12.1. The Lead Guest must deliver up the property at the end of the holiday letting period in the **same clean state and condition it was in at the beginning of the Term**. Non-returned or lost keys must be paid for on a cost return basis.

12.2. We can arrange for a cleaner to come in and clean upon your departure. This will cost £25 payable on arrival and does not remove the obligation to leave the Barn generally tidy.

12.3. The lead guest undertakes to pay on demand a cleaning fee of £25 if the Barn is not left to the standard it was on arrival.

13. INSURANCE

13.1. The Property is insured by the Owner covering Personal Liability.

13.2. We cannot accept any liability for theft of, loss of or damage to personal possessions. It is the responsibility of the Guests to ensure that their personal possessions are insured.

13.3. **We also strongly recommend that guests arrange adequate travel insurance for cover in case of cancellation (see CANCELLATIONS at sections 4 & 5), breakages** and any other type of mishaps as one would for any other type of holiday.

13.4. The Lead Guest undertakes not to do anything or suffer or permit anything to be done as a result of which any policy or insurance held by the Owners on the Premises may become void or voidable or subject to an increased rate of premium. Should the actions of any guest affect in any way relevant insurance of the owner, the Lead Guest undertakes to cover any losses arising as a result of, and/or during, their booking subject to no limitations.

14. RIGHT OF ENTRY

14.1. With a minimum of 24 hours notice (except in the case of emergencies), the Owner shall be allowed an unrestricted right of entry to the property for the purposes of inspection or to carry out any necessary repairs or maintenance.

15. PETS

15.1. The owners love animals; indeed it is important to note that we have free ranging chickens, horses, plus sheep and a few pigs during the summer months. We may also have our own dogs and cats.

15.2. Unfortunately, however, due to bad experience and in order to maintain the quality of the carpets and furnishings for all of our guests, we are now **NOT** prepared to allow pets.

⁵ Multi-purpose vehicle for domestic family, not business, use.

15.3. Pets therefore must not be brought on to the property and the Lead Guest undertakes to enforce this for his party and any visitors. Failure to comply will result in the Holiday let being cancelled with no refund.

15.4. Please note that although we do not allow guests' pets into the Barn, we may have dogs and a cat in and around the property.

16. MAINTENANCE

16.1. The Lead Guest shall keep any fixtures, fittings and effects of the Landlord in good repair and condition and must replace any damaged or broken fixtures, fittings and effects (including glasses and crockery etc) with similar articles of at least equal value.

16.2. The Lead Guest must not move or permit the moving of any items of furniture from room to room in the property and must replace in its original position any furniture that is moved within rooms.

16.3. The Lead Guest must keep free from all blockages and obstructions all baths, sinks, lavatories, cisterns or pipes or other plumbing.

16.4. This is an old property with old drains. Please use the bins provided and not suffer anything but natural waste and toilet tissue to be disposed of in the lavatories.

16.5. The lead guest undertakes to pay any resulting charges for the removal of any blockages and/or damage due to non-compliance with these requirements.

16.6. For guests that stay for a period longer than 1 x week, we will provide clean towels, sheets etc each week. Guests will note that in these cases they are required to strip and remake the beds. Where guests have requested and paid for cleaning, this only applies at the end of the stay and not the intervening weeks.

17. NUISANCE

17.1. The Lead Guest shall not (nor allow others to) cause nuisance or annoyance to the Owner and any neighbours. Specifically, this relates to the playing of loud music and noisy parties after 2200 and before 0700hrs.

18. DAMAGE

18.1. The Lead Guest shall not (nor allow others to) cause any damage or injury to the Exterior, structure, contents or any part of the Property or adjoining property.

18.2. Except for fair wear and tear, the Lead Guest undertakes to make good, or pay to have made good, any damage that is caused to the property by members of their party, gardens, paddocks etc. – **this includes all breakages and other damage as at section 16 above.**

19. PUBLIC INDEMNITY AND PUBLIC LIABILITY

19.1. The Owner does not accept any responsibility or liability for acts of omission of third parties, which may prevent or disrupt a booking. The booking exists between the Owner and the Lead Guest and is limited to the rental of the Barn Property and associated facilities only.

19.2. The information and descriptions on the Old Post Office Barn and Cottages Direct websites and in the arrival literature, are believed to be accurate and are offered in good faith. It may be possible that certain facilities or features will not be available due to circumstances beyond the Owner's control for which the Owner accepts no liability.

19.3. In addition, no liability can be accepted by the Owner for any injury, loss or damage to the Lead Guest, any member of the Lead Guest's party or any visitor to the Property arising out of or in connection with the use of the Property or Facilities. The owners strongly **recommend that guests arrange adequate travel insurance.**

19.4. The Lead Guest must ensure that all children are supervised at all times. No children are allowed in the stable yard, or where the animals live, unsupervised.

20. FORCE MAJEURE

20.1. The owners will not be liable or accountable for any unforeseen situations or circumstances. This may be such situations as extreme or freak weather conditions, local or national strikes, or anything out of the ordinary.

20.2. In the event that the Barn becomes unusable due to unforeseen circumstance such as boiler, electricity or plumbing failure, or anything else that may affect or curtail the holiday, the owners will make reasonable effort to

rectify the situation. Appropriate financial reimbursement will be offered but this will be at the owner's discretion and in accordance with the limit of financial liability described in Section 6.

21. COMPLAINTS

21.1. In the unfortunate situation where you feel a complaint is necessary, complaints must be reported immediately to us the owners thereby giving us the opportunity to rectify the problem during your stay. If the problem cannot be rectified during your stay, you must write to us within 7 days of departure giving full details of your complaint. We cannot accept complaints if you have not followed the course of action laid down in this clause.

21.2. We will review your complaint and we will determine what course of action is required. It is in our interest, and we undertake, to see that our guests' complaints are dealt with fairly and honestly; in any event our decision is final.

22. RECYCLING

22.1. The owners recognise the need to recycle where possible and Somerset's policy for doing so. Guests are therefore asked to comply with the need to separate recyclables into categories: Metal, Glass, Paper, Plastics and Cardboard. If there is any doubt or confusion please ask the owners.

22.2. Please **do not** place recyclables into the same container or bin liner with the non-recyclables. Failure to comply with this requirement will mean the owners will have to sort the rubbish in order that it will be collected by the Council. Due to the unsavoury nature of this task, the lead Guest undertakes to pay the owners a charge of £25 should they not comply with this requirement.

23. BROADBAND USAGE

23.1. The hosts may allow free use of the property's full fibre Broadband facility through a wireless connection subject to the conditions below.

23.2. If the Lead guest or any member of their party uses the Broadband they undertake they will conform to and understand the following conditions:

23.2.1. They will not use the Broadband, or allow use of the Broadband, to seek or download illegal or licensed material. Specifically, they will not use the broadband access to 'pirate' or otherwise obtain literature or media that would normally be subject to payment. This includes, but is not limited to, the use of proxy servers, peer-to-peer sharing and the like.

23.2.2. They will not access, or allow the access to, pornographic or otherwise obscene material.

23.2.3. They will ensure the broadband connection is not compromised in terms of security, virus, or malware through the use of appropriate firewall, virus, and malware protective software (e.g. Windows Firewall, McAfee antivirus, Malwarebytes or similar) on their devices.

23.2.4. If for whatever reason the Lead Guest feels unsure on any of the technical issues (i.e. where a teenager may want access and the lead guest does not feel qualified or otherwise able to gauge whether there is likely to be any transgression of the above conditions) **they should seek advice from the hosts.**

23.3. Failure to observe the conditions will result in the Broadband being turned off and any required remediation costs being passed to them.

24. ON SITE SECURITY

24.1. We are a small holding with the maintenance equipment that entails. To help prevent unwanted attention and improve the chance of success of any police action, there are a number of motion activated security cameras around the broader Old Post Office property: these cover the main house, garages, stables, and other outbuildings.

24.2. These do not cover the guest private areas.

24.3. The images collected auto-overwrite continuously over a period and would only be used if required in the event of a break in or similar incident around the property, in which case they would be provided to the police.

25. NOTE REGARDING SMALL HOLDING

25.1. For completeness we have found that we need to be clear regarding our animals. This is only mentioned as we had a guest who thought they had booked a sort of 'animal theme park' and were disappointed. We have is a small holding but we are not a farm per se. We have the horse, chickens, some sheep, and some pigs - but the pigs/sheep

may either have not arrived or may have 'moved on' by the time you arrive. Normally when they are here, the children love feeding the pigs and/or sheep and collecting the odd egg for breakfast from the chickens. It is very rural and relaxed with plenty of room to roam about and play and we do have some animals...but it is not a working farm per se.

Old Post Office Barn
Old Post Office,
Middle Street,
Galhampton,
Somerset, BA22 7AP
T: 01963 441305
E: info@oldpostofficebarn.co.uk



BOOKING FORM

Your Details

Lead Guest Name			Booking Ref:	
Address				
Post Code			If non-UK:	
Telephone			Passport No	
Email			Country	

Booking Details

Arrival Date:
(From 1500hrs)

Departure Date:
(By 1000hrs)

Group Consists of:

Adults &

Children (max Group size 4)

Please provide names for all of party. (Council Planning Permission Requirement)	Full Name		Age (if under 18)
	1		
	2		
	3		
	4		

DECLARATION

I confirm that I have read, understood and agree to the **General Booking Terms & Conditions**. As Lead Guest, I will sign on behalf of my group as detailed above. I understand that any breach of the Booking Conditions and Terms of Letting may result in immediate termination of the rental, possible eviction from the property and charges for damage and repair of the property that I undertake to pay.

Signature
(Lead Guest)

Date:
