

PEAK DISTRICT HOLIDAY BARN - TERMS AND CONDITIONS

Bookings are subject to the following terms and conditions as agreed to at the time of booking.

A contract between you and the owners will come into existence when we receive payment and accept your booking by issuing a confirmation of booking for the holiday dates/wedding or event shown in the rental agreement. The contract binds you & all the members of your party. It is your responsibility to ensure that all members of your party accept the terms of the contract set out in these terms & conditions of booking. Failure to disclose all relevant information or comply with these terms may lead to termination of the contract & loss of the booking.

Please check the booking details as it is your responsibility to ensure the booking information is accurate and to advise of any inaccuracies.

PAYMENT AND CONFIRMATION:

We require a 30% deposit for at the time of booking. No booking is confirmed until the deposit has been paid and an e-mail confirmation is sent. Confirmation of booking will be sent on receipt of deposit by email.

A £500 bond is payable with the final balance invoice which is due for payment 6 weeks prior to arrival, and will be refunded following your stay, should there be no reasons to withhold it.

Once you have departed and the property has been checked we will refund the bond less any deductions. Your deposit is at risk if the terms and conditions herein are not adhered to (if applicable). We endeavour for the bond to be returned within 7 days after your departure, however please allow up to 14 days. If a proportion of your bond has to be kept due to losses incurred, the bond will be kept until the work or replacement items have been sorted and any balance due will be returned upon completion.

Prices stated on the website are cash prices. We reserve the right to refuse any booking.

We reserve the right to correct any error in both advertised and confirmed prices.

CHANGES BY HIRER:

The Hirer should check the details of the confirmation and notify Peak District Holiday Barn immediately in writing of any correction. We reserve the right to charge an amendment fee to administer/ correct any error by the Hirer.

CANCELLATION:

The Hirer should notify Peak District Holiday Barn in writing of any intention to cancel the booking. The cancellation only takes place when written confirmation has been received from the Hirer. A cancellation fee of £150 will be charged for a cancelled booking.

REFUNDS WILL ONLY BE GIVEN IF THE ACCOMMODATION IS RE-LET.

This is at the owner's discretion. Holiday cancellation Insurance is not provided by the property owner and is not included in the price of the hire. All Hirers are recommended to take independent advice on appropriate holiday insurance. A cancellation fee of £150 will be charged for a cancelled booking.

RESPONSIBILITY OF HIRER:

During the period of hire, the Hirer undertakes the following:

It is essential that you notify the owner of the number of guests staying at the property during the hire period. You must ensure that the number of people occupying the property does not exceed the number stated on the website (22 people) without prior agreement with the Owner. If it does the Owner can refuse the Hirer to take possession of the property or make the Hirer leave the accommodation before the end of their stay. If this happens the Owner will treat the hire as cancelled, by the Hirer and the Hirer shall have no claim against the Owner for compensation or reimbursement whatsoever.

To show due consideration for other parties, live bands, PA Systems and discos are not permitted without prior consent of the Property Owner. No large scale music equipment is permitted at the property without prior consent by the owner. The Hirer must adhere to the noise curfew which is 11.30pm ,after which music and outside noise and socialising is not permitted, and activity is restricted to indoor. All of this is in respect of neighbouring residents and working farm.

Any complaints to the Owner regarding noise disturbance from local residents will result in full forfeiture of the £500 bond.

If the Hirer abuses the Property or displays dangerous, offensive or rude behaviour to the Property Owner/ or any third parties (i.e neighbours) the Property Owner has the right to ask the Hirer to leave the accommodation before the end of their stay. If this happens the Owner shall treat the hire as being cancelled by the Hirer and the Hirer shall have no claim against the Owner for compensation or reimbursement whatsoever. The Hirer will also lose the full £500 bond.

To allow the Property Owner or his Representatives access to the property at any reasonable time during the period of hire.

To keep the property and all furniture, utensils, equipment, fixtures and fittings in or on the property in the same state of repair and condition as at the commencement of the hire and to ensure that at the end of the hire the property is left in the same state of repair in which it was found. The Property Owner reserves the right to levy an additional charge for any extra cleaning required after the Hirer's occupancy and for any consequential loss in excess of the value of the £500 bond paid. Extra cleaning required on top of the normal very generous allowance will be charged to the Hirer at a cost of £25 per hour.

To report as soon as possible to the Property Owner any breakages or damage caused by the Hirer during the hire period and to reimburse the Owner with the cost of replacement. The owner reserves the right to make a claim against the Hirer for repair or loss as a result of damage caused in excess of the £500 bond paid.

To notify all other member of the Hirer's party of these conditions.

To arrive at 4pm on the arrival day and to vacate the property by 11am on the day of departure unless prior arrangement has been agreed with the Owner. Departure time will be 10am if the property needs to be cleaned for a same-day changeover.

The Hirer's vehicles and their contents and the Hirer's personal belongings are left at the property during (and after) the period of hire entirely at the risk of the Hirer.

The Hirer must not (without express permission of the Property Owner) allow any person other than guests booked and staying in the property to use the facilities or amenities of the property.

Arrival/Departure times:

Check In is 4pm, Check Out is 11am.

In the event of guests arriving and others leaving on the same day, check out is 10am.

Towels are not included, and all bed linen is provided.

The hire of play equipment including inflatable bouncy castles and other large items are not permitted at the property.

Fireworks and Chinese lanterns are not permitted, as they are not countryside friendly and we have livestock nearby; the use of exposed candles and tealights are also not permitted.

It is the Hirer's responsibility to ensure that multifuel stove and pizza oven are not left unattended, use the fireguard, and ensure the doors are closed and check for any embers prior to leaving the property or going to bed.

We operate a non smoking policy in all buildings. If guests wish to smoke they may do so outside and remove all waste safely. Any damage caused by smoking, the guest will be responsible for costs incurred.

Bookings cannot be accepted from persons under twenty one years of age.

You are not entitled to lease, rent, sell off or in any way sub-let any part of the property/buildings contained thereon.

All keys remain your responsibility during your stay and should at no time be given to a third party who is not part of the booking. Loss of keys will incur a £100.00 fee - per key.

Under no circumstances should internal furniture or fixtures/fittings be moved outside or relocated inside.

Under no circumstances should the sofas be used as beds.

Should you leave any personal belongings at the barn, and wish to have them posted out to you, each item will incur a minimum charge of £25 to cover staff time, travel, postage and packaging. Not all items will be able to be sent out via post.

CHILDREN

It is the parent or guardian's responsibility to supervise the safety and good conduct of children at all times whilst on the property. We do not accept any responsibility resulting from failure to do this. I

WI-FI

Wi-Fi connection is available within the properties free of charge, usage is restricted to light use only i.e. surfing and e-mails.

WEB SITE DETAILS

We aim to ensure that all of the information provided within our advertising and promotional material is correct and current when published.

The owner reserves the right to make alterations at any time, as we are always seeking to improve our services and facilities and shall endeavour to inform you of any such alterations.

PETS

Dogs are allowed at the property with prior consent from the owner, fee per dog is £20. The Hirer must inform the number of dogs they wish to bring, if the amount exceeds the amount agreed with the Owner, the Owner can refuse to allow the Hirer to take possession of the property or make the Hirer leave the property before the end of their stay, if this happens the Hirer shall have no claim against the Owner for compensation or reimbursement whatsoever.

The Hirer is liable for all damage caused by his/her pets. The hirer should remove all traces (inside and outside) from the property of any pet occupation before the final departure. The Property Owner reserves the right to levy an additional charge for any extra cleaning required after the Hirer's occupancy in excess of the £500 bond paid.

The Hirer must not allow pets in the bedroom or lounge areas or on any furniture within the property, this will result in forfeiture of the bond.

Pets must not be left alone in the property at any time.

If the Hirer breaks these conditions, the Owner has the right to ask the Hirer to desist. If the Hirer fails to do so the Property owner can take action as in first paragraph above of this section of conditions.

LIABILITY

The owner shall accept no liability to the Hirer for any loss, damage or injury howsoever caused to the Hirer or to the Hirer's personal property (or to persons in the Hirer's party or their personal property) during their stay at the property except to such extent such loss, damage or injury is caused by negligence or wilful default of the Owner.

The Owner gives no warranty and is not responsible for the accuracy or otherwise of any information or representations given verbally by its servants or agents.

COMMUNICATION AND INFORMATION:

For the purpose of the Data Protection Acts and GDPR Legislation, all personal and other information and details collected by the booking agent in the course of its business as a booking agency, belongs to the agent and will not be disclosed – except as necessary to the Property Owner when confirmation of holidays booked at the Property given. This information will be kept for our records only.

If the Hirer or other individual wishes to be removed from the Peak District Holiday Barn mailing list they should confirm in writing the wish for removal by email to bookings@peakdistrictholidaybarn.co.uk or in writing to Peak District Holiday Barn, Wardlow Mires, Derbyshire, SK17 8RW.

CONTRACT

All contractual obligations arising out of these conditions shall be subject to English Law and the exclusive jurisdiction of the English Courts.

GENERAL

1.1 The owners of Peak District Holiday Barn accept no responsibility or liability whatsoever, if we are prevented or delayed from complying with any obligations under these Booking Conditions by anything you (or anyone acting on your behalf) do or fails to do or due to the events or circumstances beyond our reasonable control, the inability, cancellation or delay in performing those obligations will not be treated as a breach of the terms of these booking conditions, nor will this be treated or amount to a frustration of contract. No monies paid to the company/owners/representatives of Peak District Holiday Barn will be liable for a refund, suspension of booking or liable to rebook in the future their booking. No compensation will be paid in the event of any of the above.

1.2 The owners of Peak District Holiday Barn accept no responsibility or liability whatsoever for any injury, loss, accident, death, delay, inconvenience, cancellation, damage or irregularity arising howsoever caused. We do not accept responsibility whatsoever for happenings or actions outside of our reasonable control, such as breakdown of domestic appliances, plumbing, temporary invasion of pests, acts of insurrection, theft, break-in, industrial disputes, floods, fire, pandemics, epidemics, worldwide security events, war and all aspects relating to war, any disease or virus which is contagious or infectious, new diseases/virus not identified, any "Acts of God: or other events amounting to force majeure at the premises/properties or within the vicinity of the area, or the vicinity of the premises or nationwide or worldwide. These will not be treated as a breach of the terms of these booking conditions, nor will this be treated or amount to a frustration of contract. No monies paid to the company/owners/representatives of Peak District Holiday Barn will be liable for a refund, suspension of booking or liable to rebook in the future their booking. No compensation will be paid in the event of any of the above.

1.3 The owners of Peak District Holiday Barn accept no responsibility or liability whatsoever if a public authority shut down our properties or advice from a public authority that guests should not be allowed to travel to our premises. If there are travel restrictions in place which do not allow the guest/guests to use the premises, this will not be treated as a breach of the terms of these booking conditions, nor will this be treated or amount to a frustration of contract. No monies paid to the company/owners/representatives of Peak District Holiday Barn will be liable for a refund, suspension of booking or liable to rebook in the future their booking. No compensation will be paid in the event of any of the above.

1.4 Similarly we do not accept responsibility for breakdown in the supply of utilities, we will endeavour to arrange for such problems to be resolved as promptly as possible. We do our utmost to ensure that the accommodation is satisfactory and enjoyable and take all reasonable care to maintain the property in good condition at all times. No monies paid to the company/owners/representatives of Peak District Holiday Barn will be liable for a refund, suspension of booking or liable to rebook in the future their booking. No compensation will be paid in the event of any of the above.

The Holiday Maker responsible for the booking takes responsibility to notify all other members of the holiday maker's party of these conditions and that they adhere to them and are bound by them.