



### **Upperfield Farm Booking Terms and Conditions**

Please read the "Terms & Booking Conditions" before signing the "Booking Form".

1. Upperfield Farm ("the property") is offered for hire subject to confirmation by Mr Sellers ("the owner") to the renter ("the client").
2. To reserve the property the client should complete and sign the booking form, return it together with payment of the non-refundable deposit, (30% of total cost). This should be received within 7 days unless prior arrangement is made. On receipt of this the owner will forward a confirmation. This is the formal confirmation of the booking.
3. The balance of the total cost is payable 8 weeks before the start of the rental period. The Security deposit will also be paid at this time at the rate agreed at time of booking. If balance and deposit payment is not received, the owner reserves the right to give notice in writing that the reservation is cancelled. The client will remain liable to pay the balance of the rent unless the owner is able to relet the property. In this event, point 5 of these conditions will apply. Reservations made within 8 weeks of the start of the rental period require full payment at the time of booking including the security deposit. Security deposits will be refunded within 21 days of departure providing everything is left in order.
4. Subject to point 3 above, in the event of a cancellation, refunds of the amounts paid will be made if the owner is able to rent the property. Any expenses or losses incurred in so doing will be deducted from the refunded amount. The client is recommended to arrange comprehensive travel insurance (including cancellation cover), baggage, personal belongings and public liability etc., as these things are not covered by the owner insurance.

5. The rental period for Friday/Monday or Monday/Friday bookings shall commence at 4pm on the first day and finish at 10am on the last day. Friday/Sunday bookings shall commence at 4pm on the first day and finish at 4pm on the last day. Any different arrangements will be given in writing to the customer.
6. The client agrees to be a considerate tenant, to take good care of the property, respect furnishings and to leave it in the same condition as is found on arrival.
7. The owner shall not be liable to the client for any temporary defect or stoppage of public services to the property, nor in respect of any equipment, machinery or appliances in the property or garden. Nor for any loss, damage, or injury, which is the result of any adverse weather conditions, riot, war, strikes or other matters beyond the control of the owner. The owner is also not liable for any loss, damage or inconvenience caused to or suffered by the client if the property shall be destroyed or substantially damaged before the start of the rental period. In such an event the owner shall give notification to the client within 7 days and refund the client all sums previously paid in respect of the rental period.
8. Under no circumstances shall the owner's liability to the client exceed the amount paid to the client for the rental period.
9. The client will not remove any of the contents from the property or make any addition or alteration to the property.
10. The owner may in exceptional circumstances be required to cancel the booking in which case a full refund of all monies paid will be made to the client. No compensation will be given if this occurs.
11. The owner shall have no liability for personal injury or death. No liability is accepted by the owner in respect of damage to or loss of personal property of the client. The client is responsible for insuring their own contents and personal effects kept at the property.
12. The owner is entitled to refuse to hand over the property to the client or repossess the property if the owner reasonably believes damage has been caused or is likely to be caused to the property by the client. These circumstances will be treated as a cancellation by the client, no refund of monies paid will be made and the owner accepts no liability towards further costs incurred by the client.
13. Well behaved pets are allowed in the property - a maximum of 2 per break at a cost of £20 per dog.

14. No Candles of any type are allowed. Candle related fires invalidate the insurance, and the client would assume responsibility for any damage.

15. No smoking is allowed in the property. Smoking related fires invalidate the insurance, and the client would assume responsibility for any damage.

16. It is recommended that the client takes out their own holiday insurance to cover their own belongings and accidental damage to third party property. On request, details of holiday insurance companies can be given.

17. The property is not suitable for all night parties, inside or out. By causing noise and nuisance to neighbours and or wildlife we reserve the right to terminate your stay.

18. The property has ponds and uneven ground on site. Some surfaces can become slippery and care must be taken. Children must be supervised at all times inside and outside the property.

This contract is governed by English law in every particular, including formation and interpretation and shall be deemed to have been made in England. Any proceedings arising out of or in connection with this contract may be brought in any court of competent jurisdiction in England.

**March 2024**