

## **Terms and Conditions applying to Field Barn**

### **1. Animals (Please read carefully)**

Please do not enter the fields with horses/cows with calves in. Please do not feed any animals on the fields.

### **2. Arrival/Departure**

Bookings are from 3pm on day of arrival to 10am on day of departure (subject to unavoidable delays). Later departure can sometimes be arranged, please ask. Upon departure you are obliged to leave the house in a clean and tidy condition.

### **3. Booking confirmation**

Bookings will be confirmed upon receipt of 25% of the accommodation rental. Method of Payment – Bank Transfer or Cheques to be made payable to ‘Long View Cottages’ unless the booking has been made at short notice where the same day bank transfer is required. PayPal payment can be arranged.

### **4. Cancellation**

Contact us immediately by telephone or email if you must cancel your holiday.

If a cancellation is made before settling the balance, the deposit is NON-REFUNDABLE.

If a cancellation is made after settling the balance a part refund will only be given if the dates in question are re let. We will endeavour to do our very best to try and re-let the property and, if successful, will refund the whole amount (minus an admin fee of £75) up to a maximum of the rental we achieve for the re-let, bearing in mind that we may have to discount the rental to achieve a re-let at short notice.

#### **4.1 Epidemic/Pandemic**

In case of Epidemic/Pandemic outbreak we follow HM Government regulations.

If HM Government announces restrictions which relate to non-essential travel and staying at home remains in force, you will be offered the option to get a refund or move your holiday to a later date. The cost of your holiday dates may vary as they will be subject to the rates for the new dates you have selected.

**In the event of a national/regional lockdown** that coincides with your holiday, where you are unable to travel, and we are prevented from opening, you will receive a full refund.

**In the event that the address given on the booking is put into Local/Regional Lockdown**, rendering you unable to travel, and the period of restriction covers the period of your booking, you will receive a full refund. Please note that this applies only to the address given on the booking by the lead booker, and does not apply if an unidentified party member at a different address is unable to travel due to local lockdown.

**Your inability (or the inability of any, some or all of your intended occupants) or disinclination to travel to and stay at your hired Cottage for any reason.** This includes– illness (including Covid), a requirement or recommendation to self-isolate or quarantine. These remain at your risk and do not give rise to a right to cancel or to receive a refund unless we re-let the property.

Boulton Brooks (Field Barn) Limited trading as “Field Barn”, Company No: 14853653  
Registered address: Formal House, 60 St. Georges Place, Cheltenham, GL50 3PN

**You are strongly recommended to take out UK travel insurance to cover these eventualities. If you choose not to take out UK travel insurance, then you accept responsibility for any loss that you may incur due to your cancellation.**

It is the responsibility of the Lead Guest to acquire suitable travel insurance to cover their holiday, including Cancellation and Curtailment Protection Insurance. We strongly recommend that you take out suitable insurance which will cover you for possible cancellation of your UK holiday.

There are several suitable options which include cover for COVID-related cancellation (see below), or you can look for suitable cover on comparison sites such as [www.gocompare.com](http://www.gocompare.com). We are not selling, promoting, endorsing, or recommending any particular product, and do not benefit financially or have any formal relationship with any of these providers.

We shall not be liable for any of your financial claims or losses as a result of this cancellation. Following the removal or relaxation of these restrictions all bookings will be subject to our standard cancellation policy.

Please note, if you or any member of your party fall ill, you must return to your home address immediately.

#### **4.2 Adverse travel conditions**

Where there are travel disruptions due to weather conditions or any form of Industrial action, we cannot be held responsible for non-arrival and no Refund will be given.

#### **4.3 Holiday Insurance**

Once the booking is confirmed the Hirer is responsible for the total cost of the holiday. In the event of cancellation we will endeavour to re-let the property and make a refund of monies paid, less the deposit which is non-refundable. We would strongly recommend that holiday insurance be taken out to cover cancellation and loss or damage to personal effects.

**If you choose not to then you accept responsibility for any loss that you may incur due to your cancellation.**

### **5. Availability**

Should the property not be available due to circumstances beyond our control (for example fire, theft or damage) we cannot guarantee to provide alternative accommodation, in which case all sums will be returned to you in full. You will have no claim against us.

### **6. Number in your party**

The number of persons using the accommodation Stone Cottage (except for a baby in a cot where applicable) shall not exceed the max stated unless previously arranged. Cots are deemed suitable for babies up to 2 years. The owner reserves the right to refuse admission to any persons or animals not declared on the booking form or agreed to in writing at an earlier date. We reserve the right to cancel our contract, and demand the payment of the extra £150, should this condition not be observed.

## 7. Damage

Articles found to be missing or broken from the house or garden area, will be paid for by the hirer, as will damage to the fabric (reasonable wear and tear accepted). The owner will not be responsible for any loss or damage whatsoever to any property, including vehicles, belongings to the Hirer or any member of the party.

The Hirer is responsible for the holiday accommodation and its equipment during the period of their stay. The accommodation, equipment, utensils etc. should be left in the same state of cleanliness and general order in which it was found (i.e. the last load in the dishwasher is acceptable).

Where towels and bed linen are provided, this is for your convenience and comfort and we ask that you take special care when using them, so as not to damage or permanently stain them. The use of self-tanning lotion/fake tan/hair dye is a particularly common example of something that causes permanent stains. If permanent staining is found on linen, towels, carpets or upholstery this will be charged to the Guest.

The Company shall not be liable for:- (a) any injury; (b) any sickness; (c) any loss; (d) any damage; (e) any additional expense; (f) any damages for inconvenience caused directly or indirectly by or arising out of the use or condition of the House and its appearance, plumbing, gas, electrics, private water, exceptional weather conditions. The Company shall not be liable for any actions or omissions. The Company shall not be liable for any damage or loss caused to any belongs of the Hirer or the Party during the Hire Period.

The Company shall not be liable for any losses, damages, injuries, additional expenses or sicknesses caused by using **Third Party Services recommended by the Holiday Let Proprietor to take place at the premises – either booked on behalf of the Guest / or booked directly by the Guest.**

You agree to not carry out any manner of illegal or immoral activity or business during your stay at the property or its location.

## 8. Disturbance

We reserve the right to terminate the visit of any person whose conduct is detrimental to the comfort of others, without recompense. **Please respect other guests and keep noise to a minimum after 10.00pm.**

### **9. Web site**

The information given on this website is given in good faith. We reserve the right to make changes in the interest of improvement. All links to external websites are provided for interest only, we cannot be held responsible for the content of these websites.

Stone Cottage makes every effort to ensure that the description of the House (as appears on its Website) is accurate and up to date and it does make every effort to update the descriptions for any material changes made to the House. However, we shall not be held responsible for any minor discrepancies in the House from the descriptions on its Website or any changes made to the House after the date of the Booking Enquiry.

Occasionally the exteriors, furniture, furnishings, and room layouts of the House may differ from the photographs on the Website due to wear and tear/damage and changes/updates.

### **10. Maintenance**

Grass cutting, gardening, window cleaning and maintenance works etc may from time to time be carried out by or on behalf of the Company during the Hire Period. However, where possible the Company will try to accommodate the Hirer's reasonable requirements if they are aware of them and will try to carry out all such works with the least disruption to the Hirer and the Party as far as reasonably possible.

### **11. Holiday Insurance**

Once the booking is confirmed the Hirer is responsible for the total cost of the holiday. In the event of a cancellation we will endeavour to re-let the property and make a refund of monies paid, less the deposit which is non-refundable. We would strongly recommend that holiday insurance be taken out to cover cancellation and loss or damage to personal effects.

### **12. Complaints**

If you are not entirely satisfied with the property, please contact the owner or manager immediately and every effort will be made to make right any problem. Complaints not reported during occupancy cannot be investigated at later stage.

The property owner or his representative shall be allowed access at any reasonable time during the holiday occupancy.

### **13. Non-Smoking Property/Fire**

Stone Cottage is non-smoking. However, smoking is permitted outside the property and ashtrays are provided for this purpose.

Candles are prohibited in the property.

Electrical equipment is checked regularly, including annual PAT testing. Guests should report any concerns to the owners.

Care should be taken when cooking. There are appropriate smoke/heat/CO2 alarms in the property as well as fire extinguishers and a fire blanket.

#### **14. Dogs**

The hirer must let the owner, or his representative know if they have a dog in their party before booking is made. There is an extra charge of £30 per dog per stay. In some cases, a security returnable deposit of £200 will be taken. This will be returned to the hirer after an inspection has taken place and there were no damages and the property was left in satisfactory condition.

All dogs permitted to stay must always be kept under strict and proper control. They must not be left alone at any time in or near the accommodation or allowed on the cottage furniture and beds. They should be walked away from the grounds for toiletry purposes. Dogs are not allowed to enter fields with horses or other animals. On your departure the property should be vacuumed to remove any hairs that may have accumulated. For more details on our Dog Policy please read Appendix 1.

#### **15. Personal Information**

All personal information collected through the forms in this website will be used only for the purpose intended, e.g. to answer an enquiry or to process a holiday booking. Personal information will not be retained for longer than is necessary to satisfy the enquiry or booking made or legal requirements for insurance and accounting records. We will not pass your personal details to third parties without your permission other than Premier Cottages Limited. Hill View House is a member of Premier Cottages Limited which is a professional collective of independent luxury cottage owners. Premier Cottages promotes our properties on our behalf as well as other luxury cottages. As members of Premier Cottages we would like to give them your information so that they can contact you about quality properties that you might like. You may unsubscribe from this service at any time as detailed in our Privacy & Cookie Policy.

#### **16. Forgotten items**

Found items after departure are always reported to the manager. Last guests are always contacted. Unclaimed items are kept for one month only.

(PLEASE GET IN TOUCH IF THERE IS ANYTHING YOU ARE UNSURE ABOUT IN THESE TERMS. WE AIM TO MAKE YOUR STAY AS PLEASUREABLE AS POSSIBLE).

**I confirm that by booking accommodation, Stone Cottage, I accept these terms and conditions.**

## **1. WiFi**

**We do provide free Wi-Fi, however we cannot guarantee a consistent service**

### **WIFI TERMS & CONDITIONS**

#### **INTERNET USAGE AND WIFI TERMS AND CONDITIONS**

##### **1. Extent of the Service**

1.1 The use of Internet Services is carried out entirely at your own risk.

1.2 We have no responsibility for, or control over, the Internet Services you access and do not guarantee that any services are error or virus free.

1.3 We have no responsibility for, or control over, the information you transmit or receive via the Service.

1.4 Save for the purposes of network diagnostics we do not examine the use to which you put the Service or the nature of the information you send or receive

##### **1.2 We do not guarantee:**

1.2.1 the availability of the Service;

1.2.2 the speed at which information may be transmitted or received via the Service; or

1.2.3 that the Service will be compatible with your equipment or any software which you use.

**1.3** Whilst we take reasonable steps to ensure the security of the Service and to prevent unlawful access to information transmitted or received using the Service, we do not guarantee the security of the information which you may transmit or receive using the Service or located on any equipment utilising the Service and you accept that it is your responsibility to protect your information and have adequate security (in terms of equipment and procedures) to ensure the security, integrity and confidentiality of your information and data.

**1.4** We reserve the right at all times to withdraw the Service, change the specifications or manner of use of the Service, to change access codes, usernames, passwords or other security information necessary to access the service.

##### **2. Your Use of the Service**

2.1 You must not use the Service to access Internet Services, or send or receive e-mails, which:

2.1.1 are defamatory, threatening, intimidatory or which could be classed as harassment;

2.1.2 contain obscene, profane or abusive language or material;

2.1.3 contain pornographic material (that is text, pictures, films, video clips of a sexually explicit or arousing nature);

2.1.4 contain offensive or derogatory images regarding sex, race, religion, colour, origin, age, physical or mental disability, medical condition or sexual orientation;

2.1.5 contain material which infringe third party's rights (including intellectual property rights);

2.1.6 in our reasonable opinion may adversely affect the manner in which we carry out our business; or

2.1.7 are otherwise unlawful or inappropriate;

2.2 Music, video, pictures, text and other content on the internet are copyright works and you should not download, alter, e-mail or otherwise use such content unless certain that the owner of such works has authorised its use by you.

2.3 We may terminate or temporarily suspend the Service if we reasonably believe that you are in breach of any provisions of this agreement including but not limited to clauses 2.1 to 2.3 above.

2.4 We recommend that you do not use the service to transmit or receive any confidential information or data and should you choose to do so you do so at your own risk.

2.5 The Service is intended for consumer use only. In the event that you use the Service for commercial purposes we would specifically refer you to clause 5.2 below.

### **3. Criminal Activity**

3.1 You must not use the Service to engage in any activity which constitutes or is capable of constituting a criminal offence, either in the United Kingdom or in any state throughout the world.

3.2 You agree and acknowledge that we may be required to provide assistance and information to law enforcement, governmental agencies and other authorities.

3.3 You agree and acknowledge that we may keep a log of the Internet Protocol (“IP”) addresses of any devices which access the Service, the times when they have accessed the Service and the activity associated with that IP address.

3.4 You further agree we are entitled to co-operate with law enforcement authorities and rights-holders in the investigation of any suspected or alleged illegal activity by you which may include, but is not limited to, disclosure of such information as we have (whether pursuant to clause 3.3 or otherwise), and are entitled to provide by law, to law enforcement authorities or rights-holders.

### **4. Other Terms**

4.1 You agree to compensate us fully for any claims or legal action made or threatened against us by someone else because you have used the service in breach of these terms and conditions, and in particular clause 2.1 to 2.3 and 3.1 above.

4.2 Whilst we do not seek to limit our responsibility for fraudulent misrepresentation or if you are injured or die as a result of our negligence we have no responsibility (to the extent permitted by law) to compensate you (whether or not we are negligent) for any direct financial loss, loss of profit, revenue, time, anticipated savings or profit or revenue, opportunity, data, use, business, wasted expenditure, business interruption, loss arising from disclosure of confidential information, loss arising from or in connection with use of the service or inability to use or access the service or a failure, suspension or withdrawal of all or part of the service at any time or damage to physical property or for any other similar direct loss that may arise in relation to this agreement whether or not we were advised in advance of the possibility of such loss or damage.

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(PLEASE GET IN TOUCH IF THERE IS ANYTHING YOU ARE UNSURE ABOUT IN THESE TERMS. WE AIM TO MAKE YOUR STAY AS PLEASUREABLE AS POSSIBLE).



## **APPENDIX 1**

### **Dog Policy**

Here at Field Barn, we know that doggies need holidays just like humans, so you are welcome to bring him/her along at a small cost of £30 per dog. (Sometimes we ask for security returnable deposit of £200. This is to cover any damages that may occur. This will be returned after your stay). We are particularly suitable for a doggy holiday as our farmland adjoins the cottage and there are wonderful forest walks nearby.

However, we would ask that you considered the following points so that our future doggy guests (and their owners!) enjoy their holidays as much as we hope you do.

1. Canine companions often love to have their own blankets with them – and humans prefer beds, sofas and chairs free from doggy hairs! Therefore your dog needs to spend its holiday downstairs in the kitchen area (which is huge) and to use his own blanket/bed for sleeping and resting. Please let us know if you would like to use a stair gate to keep the doggy downstairs and we can provide it for you.
2. Please, can you make sure that you clean up after your doggy. You will find some poop bags in the 'dog welcome basket' in the house, for use on the lawn in the garden area.
3. As we know the weather can be unpredictable, so if it gets wet and muddy, you will find a short hose in the left corner of the garden for washing his/hers paws. We can provide an old towel, please ask!
4. Dogs get lonely too, so please do not leave your dog in the property on its own!!! It is likely that it will become agitated and therefore it can scratch the furniture or it can hurt itself.

### **Doggy Emergency**

In case there is an emergency and something happened to your dog, you can contact several Vets in Hereford:

- Holmer Vets, Roman Rd, Hereford HR1 1LE, 01432 272468
- Brookfield Vets, 1 Old Eign Hill, Hampton Park, Hereford, HR1 1TU, 01432 357 222 or 01432 271090