

BRAZENHALL BARNES - GENERAL INFORMATION, TERMS & CONDITIONS - Dated: 23rd May 16

Please do read this carefully – it's not the usual yadda yadda! If you pay a deposit for your holiday then you are deemed to have accepted the terms and conditions laid out in this document and both we and you will be bound by its terms.

Special Needs

Please let us know in advance if any member of your party has any special needs which we may need to be aware of. Please also let us know if you have any small children who require cots or high chairs. These are provided on request.

Health and Safety Standards

We take health and safety very seriously and we assess and monitor the safety standards for all aspects of our accommodation. We would ask you, however, to report to us any aspect of your accommodation which gives any rise to concern so we can take steps to mitigate if necessary.

Rooms / Bedding Arrangements

All of our twin bedded rooms are able to become double beds using the 'zip and link' system. We do ask you to let us know at least 48 hours in advance or arrival as to how you would like beds arranged so we can prepare the appropriate laundry. Please note that we do not provide bedding for cots.

What Your Holiday Includes

Your holiday is provided on an accommodation only basis. Light, water, heating and electricity are all included. There is a telephone for your use but we do ask that you make a contribution to the 'honesty box' at the end of the week to cover the estimated costs of any calls you have made. We also include towels and all laundry throughout.

What Your Holiday Does Not Include

We do not provide food or drinks etc. other than those provided as part of the welcome pack unless booked separately with our partner cooks, who will invoice you separately for their services. The cooking services provided are provided by them and not by Brazenhall Barnes.

Brochure / Website Accuracy

All the information given in our literature, both electronic and paper, has been thoroughly checked before being published in May 2016. However we realise that there may be subsequent changes due to circumstances beyond our control. The accommodation arrangements featured in our marketing are planned well in advance. We reserve the right to alter any of the prices and services offered in our brochure at any time prior to the issue of our Confirmation Invoice at which point a contract will exist. Any such changes will be advised at the time that you make your booking.

Data Protection Act

In order to process your booking and to ensure that your arrangements run smoothly and meet your requirements, we need to use the information you provide such as name and address, and other details and any special needs/ dietary requirements, etc. We take full responsibility for ensuring that proper security measures are in place to protect your information. We must pass the information on to the relevant suppliers, such as our cooks. We will not, however, pass any information on to any person who is not responsible for part of your arrangements. This applies to any sensitive information that you give to us such as details of any disabilities, or dietary or religious requirements. If we cannot pass this information to the relevant suppliers then we cannot provide your complete booking. In making this booking, you consent to this information being passed on to the relevant persons.

Medical Health Requirements and Insurance

People think that travel insurance is just for overseas travel but that is not the case. If you have to cancel your holiday just prior to arrival then a standard insurance policy will allow you to claim a refund from your insurer. An insurance policy is designed to cover you for unforeseen illnesses and accidents occurring during the period of insurance and we recommend that you take this out. That way, if your holiday is curtailed, you will have some recourse to insurers to compensate you for that.

Catering

Catering arrangements are outside this agreement and are arrangement made directly between you and Mange Tout. They will invoice for their services separately.

Checking in and Out

If the property is not booked on the day prior to your arrival we can arrange to have the Barns cleaned a day early so you can arrive on the evening prior to the commencement of your booking – effectively an extra night free of charge. You will need to check with us the week before your booking to see if this is possible. Otherwise, check in time is 1600 on the day of arrival. Check out time is 1000 on the day of departure and this must be strictly adhered to, please. There is a vast amount of cleaning to be done to make the barns ready for our next guests so it is essential that you leave on time.

Damage & Breakages

Glasses get broken and plates get chipped. We really don't mind – life is like that! What we do need you to do is let us know with a quick e-mail so we can replace the item, ready for the next guests who, like you, really wants everything to be perfect.

We rarely charge for damage but there are circumstances when we just have to so please, if you break something expensive, you will need to pay for replacement or repair at our discretion. In general, we don't make charges for damage under £25.

Dining Table and Chairs

It seems amazing to have to say it but please, do not stand on the dining table or chairs for any reason.

Decorations

We understand that family groups and friends come to the Barns to celebrate significant birthdays and other anniversaries. We are happy for you to add as many free standing cards and flowers as you like but no other decorations are permitted. We have had terrible problems in the past with sellotape and blu-tack being used to attach decorations to the walls and, in some cases, repainting an entire wall has been necessary. If in doubt – please ask. We try hard to be accommodating but the guests who follow you into the Barns expect everything to be perfect and up to the five star standards of which we are justifiably proud.

Fireworks

Brazenhall is adjacent to a working farm and for this reason, fireworks are absolutely forbidden under all circumstances.

Returns of Lost Items

Things do get left behind at the Barns from time to time and we're happy to return them but you do need to note the following;

1. There is a flat rate charge to return any item of any size or shape of £30. This does not vary.
2. Any unclaimed items will be disposed of after 30 days from the date of your departure.

BOOKING CONDITIONS

YOUR CONTRACT IS WITH PETER ALLINGHAM, TRADING AS BRAZENHALL BARNES

1. Your Holiday Contract

When you make a booking you guarantee that you have the authority to accept and do accept on behalf of your party the terms of these booking conditions. A contract will exist as soon as we issue our confirmation invoice. This contract is made on the terms of these booking conditions, which are governed by English Law, and the jurisdiction of the English Courts. You may, however, choose the law and jurisdiction of Scotland or Northern Ireland if you wish to do so.

If you had not seen these terms and conditions when you made your booking and you are not happy to proceed with the booking now that you have seen them please return all documentation to us or to your booking agent, within 7 days of receiving these booking conditions. Your booking will be cancelled and your monies will be returned in full, provided you have not commenced your travel. This clause does not apply if your booking was made within 10 weeks of travel.

2. Your Holiday Price

We reserve the right to alter the prices of any of the accommodation, up or down, prior to booking. You will be advised of the current price of the holiday that you wish to book before your contract is confirmed. When you make your booking you must pay a deposit of 25%. Any amounts required to be paid by way of deposits will be considered as non-refundable deposits.

The balance of the price of your arrangements must be paid at least 55 days before the arrival date.

3. If You Change Your Booking

If, after our confirmation invoice has been issued, you wish to change your arrangements in any way, for example your chosen departure date or accommodation, we will do our utmost to make these changes but it may not always be possible. Any request for changes to be made must be in writing from the person who made the booking or your booking agent.

4. If You Cancel Your Holiday

If you wish to cancel your booking for any reason you may do so providing that you give us written notice of cancellation which must be signed by the person who made the booking or the booking agent as appropriate. Cancellation is effective from the date upon which we receive your written notice. If we receive the notice of cancellation or transfer up to 55 days before the departure date you merely forfeit your deposits. After that date you will additionally be liable for the following cancellation or transfer charges based on the time we receive your written notice:

- a) Fewer than 55 days but more than 42 days before departure: 40% of the total price of the holiday.
- b) Fewer than 43 days but more than 28 days before departure: 60% of the total price of the holiday.
- c) Fewer than 29 days but more than 14 days before departure: 75% of the total price of the holiday.
- d) Fewer than 15 days but more than 7 days before departure: 90% of the total price of the holiday.
- e) Fewer than 8 days before departure date: 100% of the total price of the holiday.

If the reason for your cancellation is covered under the terms of your insurance policy, you may be able to reclaim these charges. You are advised to ensure that your policy has sufficient financial protection to cover you in the event of cancellation.

5. If We Change or Cancel Your Holiday

It is unlikely that we will have to make any changes to your arrangements, but we do plan the arrangements many months in advance. Occasionally, we may have to make changes and we reserve the right to do so at any time. We also reserve the right in any circumstances to cancel your arrangements. This is to cover us for damage to the accommodation by a previous party, failure of an essential service such as water and any other event that may force us to change or cancel your booking.

If we have to cancel your accommodation then you will be offered an alternative date or a full refund of the price.

However, we will not cancel your arrangements after the date when the balance of the price becomes due, unless you are otherwise advised at the time of booking, except for reasons of force majeure or failure by you to pay the final balance. If we are unable to provide the booked accommodation, you can either have a refund of all monies paid or accept an offer of alternative arrangement of comparable standard from us, if available (we will refund any price difference if the alternative is of a lower value). If it is necessary to cancel your arrangements, we will pay compensation as set out in this clause.

You will have the choice of either accepting the change of arrangements, accepting an offer of alternative arrangements of comparable standard from us if available (we will refund any price difference if the alternative is of a lower value), or cancelling your booked holiday and receiving a full refund of all monies paid. In all cases, except where the major change arises due to reasons of force majeure, we will pay compensation as detailed below:

Within 14 days £100 per booking

Within 28 days £ 50 per booking

Within 56 days £ 25 per booking

In any case the limit will be £100 per booking.

Force Majeure:

This means that we will not pay you compensation if we have to cancel or change your arrangements in any way because of unusual or unforeseeable circumstances beyond our control.

6. Paying for your Holiday

We offer two ways of paying for both the deposit and final balance. This is either by Online Banking Bank Transfer, where we will supply you with account details for payment or via Paypal. Please note that when paying by Paypal a 3.5% surcharge will be added automatically to deposit payments at the time of booking, and in the form of a manual invoice if paying the balance of your bill subsequently. The surcharge is ALWAYS applied to payments via Paypal – either at the time of paying or subsequently. We reserve the right to amend the rate of the surcharge at our discretion.

Overpayments. There is a well-known scam that involves a fake customer overpaying for their services, then asking for the full amount to be returned as they then claim to wish to transfer the payment back to you from a different account. The original payment is made from an overseas bank account; it appears on the supplier's bank statement – in this case that would be ours – so the supplier refunds the money in good faith. Six to eight weeks later – and that is how long it can take – the original payment is shown to be fraudulent and the original receipt is then removed from the suppliers account. Unfortunately, the 'return' of the original money to the scammer is real and the supplier is now out of pocket, potentially by thousands of pounds.

For this reason, overpayments are only ever returned once a customer has arrived, taken their holiday, and departed or when 10 weeks have elapsed since the original payment, whichever of the two is the longer.

7. If You Have a Complaint

If you have a problem during your holiday, please immediately inform us and we will endeavour to put things right. If your complaint is not resolved locally, please follow this up within 28 days of your return home by writing to us at PO Box 12950, London, W6 8GY, United Kingdom giving all relevant information. Please keep your letter concise and to the point. This will assist us to quickly identify your concerns and speed up our response to you.

Do not wait until your return home to make an initial complaint. If you fail to follow this simple procedure we will have been deprived of the opportunity to investigate and rectify your complaint whilst you were on holiday and this may affect your rights under this contract.

8. What Happens To Complaints

Any complaints are immediately referred to the owner who will telephone you with a view to hearing your complaint in person and resolving the issue immediately. This will be followed up by a written letter confirming the contents of the telephone conversation and stating, if applicable, any agreed remedy. You will be asked to return a signed agreement that the remedy is satisfactory at which point any compensation will be paid. Disputes arising out of, or in connection with, this contract which cannot be amicably settled may (if you wish) be referred to independent arbitration which will be sought from the Chartered Institute of Arbitrators.

9. Our Liability to You

If the contract we have with you is not performed or is improperly performed by us, we will pay you appropriate compensation if this has affected the enjoyment of your arrangements. However, we will not be liable where any failure in the performance of the contract is due to:

- (i) you, or a third party unconnected with the provision of the arrangements, and where the failure is unforeseeable or unavoidable; or
- (ii) unusual and unforeseeable circumstances beyond our control, the consequences of which could not have been avoided even if all due care had been exercised; or
- (iii) an event which we or our suppliers, even with all due care, could not foresee or forestall.

Our liability, except in cases involving death, injury or illness, shall be limited to a maximum of three times the cost of your travel arrangements. Our liability will also be limited in accordance with and/or in an identical manner to:

- (a) The contractual terms of suppliers which provide part of the services delivered to you under these arrangements. These terms are incorporated into this contract; and

10. General Information

General Information, set out on the previous pages, should be read in conjunction with the foregoing Booking Conditions.