

TERMS AND CONDITIONS FOR

THE OLD THRESHING BARN

No-one likes terms and conditions, so we have made these as clear and simple as possible. Our number one priority is that you enjoy your stay with us. However, we do need to implement the terms and conditions (“these conditions”) to ensure everyone has peace of mind during your stay.

The Old Threshing Barn, Newhall Lane, Edingley, Newark, Notts, NG22 8BT (the “Property”) is referred to as the Property.

The contract will be between the owners of The Old Threshing Barn (referred to as the “Property Owner” or “we” or “us”) and the person making the booking, referred to in these conditions as the “Guest” or “you” or “your”. Please read these conditions carefully before making a booking and ensure that other persons in your group are fully aware of these conditions.

1. CONTRACT

A legally binding contract (the ‘Booking’) will be formed when the Property Owner agrees to let the Property to the Guest following receipt of your completed online booking form, and we are in receipt of the deposit or full payment for the rental of the Property. The Booking is at all times subject to these conditions.

The lead name (‘Guest’) on the booking must be over 18 years old, and a member of the party occupying the property.

2. THIRD PARTY BOOKINGS

Please be aware that these conditions take precedence even if a booking is made through a third party. Whilst there may be some variations, it is these conditions that apply to all bookings.

3. INSURANCE

We suggest that you take out appropriate insurance with a reputable provider to protect you against loss to cover your Booking should you be unable to proceed with your holiday. If you choose not to take out travel insurance, then you accept responsibility for any loss should you have to cancel.

4. PAYMENT

Bookings are confirmed on receipt of the deposit or full payment. Please read the cancellation and damages policy below.

5. CANCELLATION

Cancellations as a result of UK Government Order, Direction or Advice or a Change in Law, excluding weather-related advice, will receive a full refund. Cancellations for any other reason will be subject to our standard cancellation terms.

We understand that circumstances can change, so we operate a fair cancellation policy. If you do need to cancel, it is important that you tell us at the first opportunity (in writing/email).

We appreciate that circumstances can change, so the following cancellation rules are subject to the discretion of management:

- If you cancel with six weeks+ (42 Days+) notice before arrival, you will be refunded in full less a small administration charge.
- For cancellations between six weeks and one weeks’ notice (42 Days and 7 Days) before arrival, you may be liable for 50% of the total cost.
- For cancellations less than one (7 Days) before your arrival, you will be expected to pay in full.

In the event of a no show the full cost of the booking is charged.

6. DAMAGES & BREAKAGES

You are legally bound to reimburse us for replacement, repair works or extra cleaning costs of the Property on demand. If you lose a key, we will replace it upon you paying us for the cutting of a new one. Guests should not remove any item from the Property. If items are found to be missing, you will be expected to pay the reasonable cost of replacing the same.

7. TERMS OF USE

You may access the Property from 3:00pm on the day of arrival. Please note that departure is by 10.00am on the final day of your Booking. The Property is to be used for holidays or business trips only. For bookings longer than 28 days, please enquire beforehand.

The agreement to stay in the Property for the Booking period does not create a relationship of Landlord and Tenant between the parties. You shall not be entitled to a new tenancy, or to any assured short hold or assured tenancy or any statutory protection under the Housing Act 1988 or other statutory security of tenure now or at the end of the Booking period.

A maximum of two persons only are entitled to occupy the Property during the Booking. Only you or your group shall be entitled to use the Property, unless otherwise agreed by prior arrangement with us. We reserve the right to refuse admittance if this condition is not observed and it may result in us requiring you to vacate the Property immediately.

You must not use the Property or the site for any illegal, dangerous, offensive, noxious, or noisy activities or behave in a way that may be a nuisance or annoyance to us, other guests, or our neighbours.

The Property is set in a peaceful location, and we ask that you respect that and our other guests. As such, the playing of loud music, singing or other excessive noise that can be heard outside of your Property is not permitted.

Smoking or vaping is not allowed inside the Property. Please do not discard cigarette butts in the garden or grounds.

8. CARE OF THE PROPERTY

On departure, you are requested to leave the Property in a clean and tidy condition. This includes washing up, ensuring all rubbish has been disposed of in the appropriate bin, and ensuring the oven is clean and free from grease.

You are responsible for the Property throughout the duration of your Booking and are expected to take all reasonable care of its furniture, pictures, fittings, and effects ("Fixtures and Fittings"), in or at the same. You must leave all Fixtures and Fittings in the same state of repair and in the same clean and tidy condition at the end of the Booking period as at the beginning. Failure to do so will result in an additional cleaning, repair or replacement charge being levied on you.

9. EV CHARGING

Strictly no EV charging allowed at the Property. There are EV charging points within 3 miles of the Property, which can be pointed out to guests on request.

10. PETS

No pets or animals are allowed into the Property.

11. SMART TVs AND STREAMING SERVICES

Guests are reminded to log-out on departure of any streaming services they access via the Smart TV. The Property Owner will not be held responsible for any subsequent financial charges or losses incurred by subsequent guests, who may have used the logged-in accounts of former guests.

12. WI-FI

Wi-Fi is provided free of charge for the Guest's reasonable use. All Guests agree to reasonable and lawful usage of this service.

13. WILDLIFE

Please note that the cottages are located in a rural environment and preventing wildlife, including rodents and insects from entering the cottage can be a difficult job. Some pests are more prevalent, depending on the time of year. We do have robust vermin control measures in place; however, we cannot prevent their attempts to get inside, as this is outside the owner's control. In the extremely rare event that this does become an issue during your stay, please notify us immediately and we will do our best to eradicate the issue. Please bear this in mind when making a booking.

14. RIGHT OF ENTRY

We shall be allowed reasonable right of entry to the Property at all reasonable times for purposes of inspection or to carry out any necessary repairs or maintenance.

15. LIABILITY

We are responsible for ensuring that the Property is supplied as specified in your Booking and invoice and any accompanying documentation supplied to you from time to time when the Booking is made. If it is our fault that any part of the Property is not provided as promised, as a result of negligence properly attributable to us, you are advised to outline the nature of your complaint in writing to the Property Owners. For the avoidance of doubt, we shall not be liable for any loss or damage to personal property (including damage to vehicles) whilst at the Property. Please note that in all circumstances, our liability to you will be limited to the price paid for your Booking as detailed on your invoice.

We are responsible for personal injury caused by the negligent acts and/or omissions (due to the lack of reasonable skill and care) of our employees, agents, suppliers, and sub-contractors, whilst acting within the scope of, or in the course of their employment in the provision of the Property to you. Any award of damages to you for personal injury will be assessed in accordance with principles of English Law, as would be awarded to you in English Courts.

16. COMPLAINTS

Every effort is made to ensure that you have an enjoyable stay. However, if you have any problem or cause for complaint, it is essential that you contact us immediately to give us the chance to resolve it. We value your custom and want you to return. We will do our best to resolve any problem. This is much easier to do before you leave.

17. PRIVACY POLICY

We are committed to ensuring the best standards of practice in all our activities. Visitors to our web site can be assured that the protection of privacy and confidentiality are given the highest priority. All personal information is collected, held, and used in strict compliance with the Data Protection Act 2018.

18. APPLICABLE LAW

The Booking is made on these conditions and will be governed by English Law and the exclusive jurisdiction of the English Courts.