

QUAKER BARN S

BOOKING TERMS AND CONDITIONS

Contract

The contract for renting the selected property is between you ('the Client') and the owners, George and Sally Shippam trading as Quaker Barns ('Quaker Barns'), and it incorporates and is subject to the booking terms and conditions.

By making a booking you are deemed to have made an offer to enter into a contract with Quaker Barns for the letting of the selected property in accordance with the booking terms and conditions.

The booking will be deemed accepted and the contract referable to the booking will come into effect and be legally binding when Quaker Barns issues a confirmation form to you.

Quaker Barns will issue a confirmation to you once it has received the booking form (or other written confirmation of the booking from you or confirmation that you have successfully completed our online booking process) and all money due at the time of booking in cleared funds provided that the selected property is available.

You should check the confirmation form carefully and notify Quaker Barns immediately in case of any discrepancy or mistake.

Payment

A deposit of one third of the rental fee is payable if the booking is made more than eight weeks before the start of the rental. The balance shall be payable no later than eight weeks before the commencement of the rental. Non-payment of the balance of the rent on or before the due date shall be construed as a cancellation of the contract by the Client. For bookings made less than eight weeks before the commencement of the rental the total fee is payable. All payments shall be made to Quaker Barns at the address at the bottom of the booking confirmation. All payments should be made by cheque or by electronic transfer to Quaker Barns' bank account (as specified on the booking confirmation form).

Cancellation

Any cancellation made by the Client for whatever reason shall be in writing and addressed to Quaker Barns at the address at the bottom of the booking confirmation. On receipt of notice of cancellation, Quaker Barns will seek to re-let the property for the period of booking. If Quaker Barns or their agents succeed in re-letting the property for the whole period the Client will be refunded all the monies paid less an administrative charge of £20 per booking. If Quaker Barns or their agents only succeed in re-letting the property for part of the period booked they shall refund an amount equal to the deposit and balance paid less rental for the period which is not re-let and an administration charge of £20. Quaker Barns will try to let the property for the full brochure price but reserves the right to offer a discount for late availability in order to be able to secure a booking. The amount refunded to the client will take the difference between the original booking fee charged to the Client and any such reduction into account when calculating the refund due to the Client. Should a cancellation be made before payment of the balance, and Quaker Barns or their agents are unable to re-let the whole period, the deposit will be forfeited. In such an instance, there would be no administration charge. If Quaker Barns or their agents are unable to re-let the property at all then all monies paid by the Client shall be forfeited to Quaker Barns.

Changes of date

Quaker Barns may consider a request to change the dates of the booking after confirmation has been issued. Agreement will be given provided that the request is received more than eight weeks prior to the start of the booking. In addition, any change of date will require the Client to pay any additional amount due if the new date of the booking falls during a period when the list price for booking of the property is higher than the rental charge agreed for the booking that is cancelled. Conversely, if the new date falls during a period when the list price is lower than the rental charged for the original booking, Quaker Barns reserves the right to charge the amount of the original rental. Notwithstanding the above, the Client will be liable for an administration fee of £20 when changing the date of a booking. Where the date

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of the booking is changed the new booking must fall within twelve months of the date of the original booking. Quaker Barns will only accept a second change of date in exceptional circumstances entirely at their own discretion.

Period of hire

Rentals commence unless otherwise agreed at 4:00 pm on day of arrival, and terminate at 10:00 am on the day of departure. Arrival and departure times must be strictly adhered to and can only be varied by express agreement in advance. Quaker Barns reserves the right to make an additional charge for early arrivals and late departures to reflect the additional housekeeping costs that may be incurred.

Use of property

The number of persons occupying a property must not exceed the maximum number stipulated in the advertised details (except for babies in travel cots which can be additional). Any over-occupancy is considered to be a serious infringement of the terms and conditions and Quaker Barns reserves the right to refuse entry to the entire party if these conditions are not observed. Quaker Barns also reserves the right to make an immediate requirement to vacate the premises, with no refund of rental fee, and possible further charges in the event of damage to the facilities caused by excess usage in the event of over-occupancy. The property will be used for personal and domestic purposes only. The property shall not be used for any commercial purposes without the express written consent of Quaker Barns in advance, for which an additional charge may be made.

Services

The holiday price will include all charges for water, gas, electricity and WiFi. Visitors must comply with the instructions found in the welcome pack in the property regarding the appropriate fuel for use in wood burners.

Noise

Quaker Barns' properties have other residential properties in close proximity and a zero-tolerance policy on late-night noise applies. All music must be inaudible outside the booked property after 11.00 pm. Outside music is prohibited in consideration of other guests and neighbours. Any breach of the rules relating to noise is considered to be a serious infringement of the terms and conditions and Quaker Barns reserves the right to refuse entry to the entire party if these conditions are not observed. Quaker Barns also reserves the right to make an immediate requirement to vacate the premises, with no refund of rental fee. Please bear this in mind before making a booking.

Complaints

Should there be any cause for complaint during the occupation of the property it must be notified by the Client promptly to Quaker Barns, and in the case of serious problems confirmed in writing at the address at the bottom of the booking confirmation form.

Breakages or damage

If on arrival at the property the Client discovers that anything is missing or damaged then this must be reported to Quaker Barns immediately, otherwise it will be presumed that the damage/loss was caused by the Client and a charge will be made. The Client is legally bound to reimburse Quaker Barns for replacement, repair or extra cleaning costs on demand. The Client will notify Quaker Barns of any breakages no later than the end of the rental period so that arrangements can be made by Quaker Barns for replacements and repairs, as applicable.

Care of the property

The Client shall take all reasonable and proper care of the property and its furniture, pictures, fittings, fixtures and other effects in or on the property. The Client will leave the property and its furniture, pictures, fittings, fixtures and other effects in the same state of repair and condition, and in the same clean and tidy condition, at the end of the rental period as they were found at the beginning of the rental period.

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Items left behind

The Client and guests should check the property thoroughly for belongings before leaving at the end of the rental period. Quaker Barns will make a minimum £10 handling charge, as well as seeking reimbursement for the cost of postage and packaging, if asked to return items left behind. Items left unclaimed will be disposed of after a period of three months.

Loss of amenity

Quaker Barns will not be liable for any loss of amenity deemed to have been suffered by the Client or guests during the rental period as a result of any noise associated with gardening and/or agricultural activities in the vicinity of the property, or as a result of any activities carried out in neighbouring properties. While all reasonable care is taken to present the property in the best possible condition, insects are a common problem in rural areas, particularly in summer months, and Quaker Barns will not be liable for any loss of amenity deemed to have been suffered by the Client or guests during the rental period as a result of the presence of insects etc in or around the property.

Smoking

Smoking in the property is STRICTLY prohibited. While smoking is permitted outside the property, and buckets are provided for the disposal of cigarettes, if the Client or any members of their party are found to be smoking inside the property, some or all members of the party may be asked to leave immediately. In these circumstances Quaker Barns will deem any amounts paid by way of rental as fully forfeited. In addition, Quaker Barns reserves the right to invoice the Client up to £500 if there is clear evidence of smoking by the Client or members of their party. This additional charge covers potential loss of income as well as the cost of deep-cleaning all fabrics and furnishings to re-present the property as a non-smoking property to future guests.

Pets

The property accepts a maximum of two dogs, to be booked in advance. A charge of £40 will be made to cover the additional cleaning costs etc. The dogs must be well-behaved and house trained and are not permitted on any furniture or into the bedrooms or bathrooms. Dogs must not be left unaccompanied in the house. When outside the dogs must be tied up or kept on a lead at all times. Owners are expected to clean up after their dogs and Quaker Barns reserve the right to make an additional charge of up to £50 for the removal of dog waste left behind after a rental.

Liability

Quaker Barns (for itself, its employees and agents) shall not be liable to the Client or third parties for any accident, damage, loss, injury expense or inconvenience, which may be suffered, incurred, arise out of or in any way connected with the rental. No term of the contract is enforceable under the Contracts (Rights of The Third Parties) Act 1999 by a person who is not a party to the contract. If the property which the Client has booked becomes unavailable or unusable for some reason prior to the date of a booking, then Quaker Barns' obligation will be: 1) to use their best endeavours to find a suitable alternative property or, failing which, 2) to reimburse the Client for any monies paid.

Warranties

Quaker Barns does not warrant and is not responsible for the accuracy of any verbal information given or statements made by its employees or agents.

Right of entry

Quaker Barns and their employees and contractors shall be allowed the right of entry to the property at all reasonable times for purposes of inspection or to carry out any necessary repairs or maintenance.

Governing law

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The construction, validity and performance of the Booking Terms and Conditions shall be governed by the law of England and Wales, and both parties submit to the non-exclusive jurisdiction of the UK Courts.

I have read and agree to the above terms and conditions:

Signed: _____

Print name: _____

Date: _____

Address: _____

Date of stay: _____

Name of Barn(s): _____

Please sign and return this document either to **Quaker Barns, School Road, Haveringland, Norwich, NR10 4QF** or **enquiries@quakerbarns.co.uk**.