



## Terms and Conditions

1. **BOOKINGS** A booking is made between you “The Guest” completing and submitting the booking, and “The Owner” Theresa Horn (trading as Shawclough Barn). You promise that Shawclough Barn “The Property” will be used solely for the purpose of a holiday by you and your holiday group, and that you will (and ensure that your holiday group will) use The Property lawfully and in accordance with these terms and conditions.
2. **PAYMENT** A deposit of one quarter of the rental fee is payable at the time of booking, with the balance due no later than 45 days before the start of the rental period. Non-payment of the balance will be taken as a cancellation of the booking. For bookings made less than 45 days before the start of the rental period, the total fee is payable at the time of booking. Payments can be made by bank transfer, debit or credit card. Bookings made through the [www.shawcloughbarn.co.uk](http://www.shawcloughbarn.co.uk) website remain provisional until confirmed by The Owner.
3. **CANCELLATION BY THE GUEST** Any cancellation made by The Guest for whatever reason should be in writing. On receipt of the letter / email of cancellation The Owner will try to re-let The Property for the period of the booking. If The Owner succeeds in re-letting The Property for the whole of the period, all the monies paid will be refunded, less an administration charge of £30. If The Owner only succeeds in re-letting The Property for part of the period booked, The Guest will forfeit an amount equal to the remainder of the booking and be liable for an administration charge of £30. If The Owner is unable to re-let The Property at all then all the monies paid by The Guest shall be forfeit to The Owner. Should The Guest choose to leave The Property early for whatever reason no refund will be available. **The Guest should consider taking out their own holiday cancellation insurance.**
4. **CANCELLATION BY THE OWNER** If The Property becomes unavailable or unusable for any reason prior to the date of the booking, The Owner’s obligation will be to reimburse The Guest for any monies paid.
5. **CANCELLATION UNDER COVID**
  - a. Should Government COVID travel restrictions prohibit The Guest being able to travel to / stay at The Property The Owner will offer The Guest a change of dates or refund.
  - b. Should The Guest contract COVID prior to arrival necessitating The Guest to self-isolate at home this will be treated as a cancellation.
  - c. Should The Guest contract COVID whilst at The Property, feels well enough to travel, and does not need to use public transport, The Guest should return home as quickly and directly as possible. No refund will be available to The Guest.



- d. Should The Guest contract COVID whilst at The Property, is unable to travel home, and therefore needs to self-isolate in The Property, The Guest will be expected to pay for all bookings that have to be cancelled as a result.
6. **CHANGES OF DATE** The Owner will consider a request for a change in the booking dates if such request is received more than 45 days before the start of the booking, otherwise it will be treated as a cancellation. An administration fee of £30 will be due to The Owner under these circumstances.
7. **PERIOD OF HIRE** Unless otherwise agreed, rentals commence at 5pm on the day of arrival and terminate at 10am on the day of departure.
8. **USE OF THE PROPERTY** The number of persons occupying The Property will not exceed the maximum of 2. **Smoking is not permitted anywhere inside The Property and we regret that no pets (other than trained assistance dogs) are allowed at The Property.** The Owner reserves the right to terminate the rental with immediate effect if these conditions are not observed.
9. **CARE OF THE PROPERTY** The Guest shall take all reasonable and proper care of The Property and its furniture, pictures, fittings and effects in or on The Property, and leave them in the same state of repair and condition at the end of the rental period as at the beginning. The Property and all equipment, utensils etc, should be left clean and tidy. No naked flames are allowed in The Property.
10. **BREAKAGES, DAMAGE OR LOSS** Any breakages, damages or loss should be reported to The Owner immediately. The Guest must reimburse The Owner for replacement, repair or extra cleaning costs. A refundable "good housekeeping bond" will be taken with the balance of payment and its return initiated within 7 days after departure. The Owner reserves the right to deduct charges from the good housekeeping bond where damage is attributable to The Guest and if so, will itemise the damage and the cost of repair. **The Guest should consider taking out their own holiday damage insurance.**
11. **ADDITIONAL CHARGES** An additional charge of £10 per day will be payable if charging an electric car, or £5 per day if charging an electric bicycle.
12. **PARKING** Off road parking is available at The Property.
13. **NUISANCE** The Guest should not cause any nuisance and is required to keep noise to a minimum between 11.00pm and 8.00am. If the conduct of The Guest causes a nuisance, The Owner reserves the right to terminate the rental.
14. **COMPLAINTS** If The Guest has any cause for complaint, this should be reported immediately to The Owner by phone on 07468 202419 and confirmed in writing / email ([shawcloughbarn@gmail.com](mailto:shawcloughbarn@gmail.com)) within 24 hours.
15. **LIABILITY** The Owner shall not be liable to The Guest or third parties for any accident, damage, loss, injury, expense or inconvenience, which may be suffered, incurred, arise out of or is in any way connected with the rental.



- 16. RIGHT OF ENTRY** The Owner or their agents shall be allowed right of entry to carry out any necessary repairs by prior reasonable arrangement with The Guest.