



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 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, or for a sum less than The Guest originally paid, The Guest will forfeit an amount equal to the remainder of the booking price paid 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, they should inform the owner immediately. Whilst there is no legal requirement to self-isolate, The Guest may choose to voluntarily self-isolate and under such





circumstances The Owner would prefer The Guest to return home to reduce any further potential contamination of The Property which could cause harm to future guests. This will be treated as a cancellation and no refund will be available to The Guest.

- d. Should The Guest contract COVID whilst at The Property and there are exceptional circumstances that prevent The Guest travelling home, and therefore needs to extend their stay to self-isolate / recover in The Property, The Guest will be expected to pay for all bookings that have to be cancelled as a result. This may include additional cancellation penalties where bookings are made through third party agencies.
 - e. The Guest should consider taking out travel insurance to cover COVID related circumstances that may interrupt his / her holiday and for which The Owner cannot offer a refund.
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 4pm on the day of arrival and terminate at 10am on the day of departure.
 8. **LATE DEPARTURE CHARGE** Occasionally it may be possible to accommodate a request for a late departure (i.e., after 10 AM) should The Guest request it. This will be dependent upon availability and will be at an additional cost of £15 per hour.
 9. **USE OF THE PROPERTY** The number of persons occupying The Property will not exceed the maximum of 2. Naked flame is not allowed in The Property which excludes the use of, for example, conventional wax candles and joss sticks. **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 and without refund if these conditions are not observed.
 10. **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.
 11. **BREAKAGES, DAMAGE OR LOSS** Any breakages, damages or loss should be reported to The Owner immediately. The Property is a self-catering cottage, not a hotel, and as such does not have the margin to absorb damage attributable to The Guest whilst in his / her care. Damage is unfortunate, does occasionally happen and whilst accidental The Owner expects The Guest to pay for any damage. As far as The Owner





is aware the property, fixtures, fittings and soft furnishings are free of damage with the exception of those damages listed on the defects list in The Property. Prior to arrival The Property is quality checked to ensure it is up to The Owner's high standards and a date stamped digital photographic record of all rooms and linen is taken. The Guest should check The Property whilst settling in and advise The Owner promptly (on the day of arrival) of anything of concern.

The Guest must reimburse The Owner for replacement, repair or extra cleaning costs. A refundable "good housekeeping bond" will be taken the week before arrival and returned within 7 days of 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.

Whilst the Bond is rarely used the most common damages that will trigger its use are:

- a. Sunscreen, fake tan or make up stains on bedding, dressing gowns and towels that cannot be washed out: *be especially wary of avobenzene in products¹* – a full set of bedding costs c£200 and dressing gowns c£60. The Guest is welcome to bring his / her own pillows, towels and dressing gowns if desired.
- b. Damage to the hot tub lid where it has been put on the gravel floor rather than the runners provided – a replacement lid costs c£600.

The Guest should consider taking out their own holiday damage insurance.

12. INCLUSIVE IN THE RENTAL FEE The following are included in the rental fee:

- a. Use of The Property and its facilities
- b. Oil and electricity to provide heat and power internally and to external lights (internal heating provided will be adjustable between 18°C and 21°C)
- c. A starter pack of wood, kindling and firelighter for use in the internal wood burner and external hot tub
- d. Bed linen, towels and dressing gowns and a selection bath and shower toiletries

13. OPTIONAL EXTRAS

- a. Heating in The Property is adjustable by The Guest to a maximum of 21°C and fuel used for this heating is included in the rental charge. Should The Guest require the maximum temperature to be raised above 21°C in The Property this can be arranged through an additional payment to cover additional fuel used and the temperature will be set to a maximum of 24°C.

¹ Increasingly prevalent is the use of *avobenzene* in sunscreen and make-up as a UV filter. When water comes into contact with your sunscreen / makeup, some of the minerals from that water will react with the avobenzene, if your product contains it, and the result of this reaction comes out as an orange, or brown-ish, stain which will transfer onto linen. This water can be from sweat, a spill when you're drinking or when swimming. Basically, water plus avobenzene equals a stain.





- b.** The Property has an EV charging point which The Guest is welcome to use. Electricity consumed through this charging point will be monitored by The Owner and The Guest expected to pay for electricity used prior to departure. (Applicable from June 2022).
- c.** The Guest can arrange to charge one or more electric bicycles from an internal plug socket for an additional charge.
- d.** Should The Guest require additional wood for the wood burner or hot tub this can be purchased on site.
- e.** Optional extras are offered and can be paid for at the time of booking, or by arrangement once on site. Prices for optional extras can be found in the Welcome Pack.

14. PARKING Off road parking is available at The Property.

15. RECYCLING The Guest should attempt to recycle as much rubbish as possible. Recycling bins are provided for:

- a.** General waste,
- b.** Glass, plastic bottles and tin cans
- c.** Paper and cardboard

16. 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 without refund.

17. 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) within 24 hours.

18. 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.

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

