

Overbury Enterprises - Manor Farmhouse

- Standard Terms & Conditions of Booking

1. **Contract:** The Contract for a short-term rental shall be made between the Client (& Lead Guest) and the Owner; Overbury Enterprises. The Contract shall be governed by UK Law. It will be entered into when the booking form is signed, and deposit is received and cleared. The Contract will be subject to the following booking conditions. It is the Lead Guest's responsibility to inform the whole party.

All prices include electricity, heating, firewood, linens and towels.

2. **Booking Conditions:** All bookings are subject to confirmation by the Owner. A booking form will be sent to the Lead Guest to complete and return. An invoice will be raised, and payment secures your booking. Guest numbers must not exceed those stated on the booking form unless agreed in writing prior to your stay. The Farmhouse sleeps a maximum of 17 guests; this number must not be exceeded as it will invalidate our insurance policy. All bookings and group sizes must adhere to any government laws and restrictions that may be in place at the commencement date of your stay.

We do not accept bookings that constitute a Hen or Stag event.

3. **Online Bookings:** Your booking is not confirmed until the Owner has confirmed it in writing and payment has been received. The contract is between the Lead Guest and Overbury Enterprises.

4. **Number of People in the Property & its Use:** The number of persons occupying the Farmhouse overnight must not exceed the maximum number stipulated on the invoice and must conform with bed configuration. Guests may invite visitors into the Farmhouse during the day, up to twenty people including those staying overnight (unless government legislation prevents this). However, if guests wish to entertain larger groups, or for a pre-arranged occasion, prior written consent is required, and we reserve the right to charge a supplemental fee. The Farmhouse may not be used as a venue nor made available to paying guests.

We have accepted your booking based on the information you have provided. Please check that we have accurately described your booking and advise us before payment if we have not. A variation after the booking may not be possible, may require cancellation or termination of your booking or result in the loss of your deposit. We reserve the right to deny access to the entire party if these conditions are not observed. All guests must conform to any government legislation in force during the stay.

Overbury Enterprises accepts no responsibility for third parties or suppliers. The Lead Guest must inform us of any external services being brought into the Farmhouse and it is the Lead Guest's responsibility to check that any supplier has their own suitable insurance and risk assessments in place. All liabilities remain between the parties in the Terms and Conditions, so if the Lead Guest's caterer or supplier causes a leak, fire or any damage to the Farmhouse or items within it, then it is the Lead Guest who is responsible for ensuring damages are rectified, not their supplier. The Lead Guest should then seek to reclaim the damage costs from the caterer/supplier.

5. **Payments:** A deposit of 50% of the rental fee is payable immediately to secure the booking, and the remainder due 8 weeks prior to arrival. Non-payment of the balance of the rental on or before the due date shall be construed as a cancellation of the contract by the Client.

For bookings made less than 8 weeks before the commencement of the rental the total

rental fee is payable upon booking. Payments are to be made in U.K pounds sterling [£]. Where a discounted booking is offered i.e price less than the published rate, then the full rental fee is due upon booking.

For payments from overseas or non-Sterling bank accounts the Client is responsible for all bank charges.

6. **Breakages or Damage:** In addition, your payment card must be pre-authorized to us to hold a damages deposit of £1,500 to cover any replacement or breakages costs dependent on our check-out inspections and discussed between us before any deductions are made. In the event of damage, a separate invoice will be raised and we will only draw the agreed amount from that card.

The Client will make the Owner aware of any breakages incurred at time of departure and is legally bound to reimburse the Owner for replacement, repair or extra cleaning costs on demand.

7. **Period of Hire:** Our check-in & out days are Monday and Friday unless alternative days specifically confirmed with the Owner. You should arrive for 4pm on the commencement date, unless by specific arrangement with us. You should leave on or before 10am on the day of departure, to allow for cleaning etc.

During the Covid 19 Pandemic we are conducting virtual check-ins and all arrival information will be sent to you, including Keysafe information. If an arrangement has been made to have a physical check-in, please note that the person letting you into the Farmhouse may not live on site and may have to travel to meet you at the agreed time; therefore, if you are going to be unavoidably delayed, we need to be notified as soon as you are aware. Please note that as the Farmhouse is unstaffed a last-minute late arrival may not be possible for safety reasons as it is not possible to conduct a property familiarization in the dark and for the personal safety and comfort of the person meeting and greeting. However, a personal greeting could be arranged for another point during your stay once you have settled yourself in.

8. **Cancellations:** Any cancellation of a booking by the Client for whatever reason must be in writing to the Owner.

It is advised that the Client should have comprehensive travel insurance for any booking. If the Client chooses not to take out suitable travel insurance then they are accepting the responsibility for any loss that may be incurred due to cancellation. Cover should be taken to protect your booking rights against illness, cancellation or damage/theft of your own belongings.

If the Client cancels the booking up to 12 weeks before the arrival date, there will be a full refund of the 50% balance already paid.

If the Client cancels the booking between 12 – 6 weeks of the arrival date, there will be a refund of 25% of the total booking cost.

If the Client cancels within 6 weeks of the arrival date, no refund will be given. However reasonable endeavors will be made to find a replacement booking of the Farmhouse for the period of the cancelled Booking. If the Farmhouse is booked by another party for the cancelled booking dates then an appropriate refund will be made, but with deductions for any difference between the rental fees, any expenses incurred, any commissions due plus a 5% administration fee in connection with the cancelled and replacement Booking.

If Overbury Enterprises cancels the booking, all payments made by the Client will be

refunded. Overbury Enterprises shall not be liable for any consequential loss or damages.

If the booking has to be cancelled due to unforeseen events, circumstances or causes beyond the control of either the Client or Overbury Enterprises and specific to neither the Client nor Overbury Enterprises (including but not limited to war, public utility failure, government national or local lockdown legislation and weather catastrophe) and regardless of whether that cancellation is initiated by the Client, Overbury Enterprises or any third party, then Overbury Enterprises will offer the Client the chance to transfer their booking dates to another date in the future, of the same value and in some circumstances a full refund will be considered, less any administration charges. The Client agrees that the dates of the booking are not an essential part of the contract and that in the event of a cancellation under this clause a booking of equal value at a later date is an acceptable substitute.

Any request to change the booking dates should be made in writing and is subject to availability and is decided at the Owner's discretion. If the change is to another date of equal or lesser value, there will be no refund of the difference. If the change is to another date of higher value, the difference will need to be paid in full at the time of the confirmed change. All requests will be treated on a case-by-case basis.

9. Pets: We accept well behaved dogs by prior arrangement at a rate of £50 per dog. Dogs must be house-trained, kept downstairs only, in the Bootroom and back of the house. Dogs must be kept under proper control and not allowed on the furniture or left unattended in the Farmhouse. Dog hairs are to be removed from carpets and all dog waste collected and disposed of. Dog owners will be held responsible for any damage caused to the building, contents or garden by their dog and for any extra cleaning required. When out walking within the grounds or estate, The Client must ensure that dogs are kept on a lead except where indicated. Dogs must not be allowed to disturb livestock, deer or game birds.

We reserve the right to seek details of any dogs in advance and to refuse permission for them to be brought to the Farmhouse for any reason, including if they are considered unsuitable in character, size or behavior, bark continuously, or are liable to be a nuisance or danger to us, our neighbor's or other guests and to local wildlife and livestock.

10. Children: We welcome infants and mature children. However, due to the design layout, both inside and outside the Farmhouse, all toddlers and young children must be supervised at all times as a condition of the booking. Guests must accept responsibility for the safety and supervision of their children. The Farmhouse is surrounded by an orchard and working farm.

11. Care of the property: The Lead Guest is responsible for the behavior of all persons who may be resident in (or day visitors) to the Farmhouse and 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 location, state of repair and in the same clean and tidy [including washing up] condition at the end of the rental period as at the beginning. No smoking inside the Farmhouse is permitted. If any guest smokes inside, we reserve the right to retain some or all of the damages deposit.

All rubbish in black plastic bags should be placed in the outside black bin and items for recycling (such as bottles), should be placed outside in the green bin - further instructions in the house.

If changes are made to the property, moving furniture, lamps or other items, then the Client must ensure everything be returned to the same location/condition as was at the start of the rental; returning furniture back to its location, washing up and putting away any kitchen utensils etc. Damage should be noted at once and any problems that need sorting immediately should be notified to the Owner.

No flammable or explosive material shall be stored or placed in or close to the Farmhouse. No dirt, rags, wipes or sanitary products, oil or similar material shall be put in any baths, sinks, lavatory or pipes. No firearm, shotgun, crossbow or air weapon shall be brought onto the property without written permission first having been obtained.

You must not use the property for any dangerous, offensive, noxious, noisy, immoral activities or any actions that may be a nuisance or annoyance to the Owner or other neighboring properties.

12. Care of Linens: Pens (colouring, felt, marker, ink), sun cream, fake tan, waterproof make-up and hair dye can cause permanent damage to bedding, linen and towels and we ask all guests to take care when using these products. If you plan to use them, we recommend that you bring some spare linen to prevent staining during your stay. If such staining occurs, although every effort will be taken to remove any stains if this is not possible, a charge may be levied to replace these items. If there is damage or immediate washing needed, we will provide a spare - but again let us know. We do not supply additional linen for cots, so please do bring anything required for young babies.

13. Vacating the Property - Housekeeping: We ask that the Farmhouse is returned in the condition that it is initially provided: in a clean and tidy state, with all contents in their original position or place, washing up done. For multiple week bookings a cleaning service will be provided on a Friday. We can source additional cleaning for you within the week at additional cost. Please contact the Owner for more information.

14. Liability: The Owner, employees and agents do not accept third party liability in respect of breach of contract, negligence, misrepresentation or otherwise; nor do we accept responsibility for theft or loss of property. Security in keeping the house secured is your responsibility for the entirety of your stay.

15. Warranties: The Owner does not warrant (and is not responsible) for the accuracy of any verbal information given or statements made by any of its or agents.

16. Right of entry: The Owner shall be allowed the right of entry to the property at all reasonable times for purposes of inspection or to carry out any necessary cleaning, repairs, gardening or maintenance.

17. Illegal Substances and Activities: The use of illegal substances or any activity that is against the law of the United Kingdom is prohibited.

18. Internet Access & WiFi: The property has full mesh fibre broadband and WiFi routers. When booking this property, you agree to not use our internet connection excessively or for any illegal purposes including, but not limited to, spamming, hacking, downloading or uploading any data deemed illegal in the UK. You also accept that we have the right to terminate your internet access at any time.

19. Data Protection & Privacy: We treat any data collected during the course of making bookings or dealing with enquiries in strict confidence. Your data will never be sold. Any third-party Agents we work with will only use your Personal data in relation to your booking and any contact information will only be shared with us for the purposes of booking administration or any communications in association with this property.

If your booking is via Premier Cottages, the professional collective of independent luxury

cottage owners, we must inform you that Premier Cottages promotes properties on our behalf as well as other luxury cottages. As members of Premier Cottages, they would like your information so that they can contact you about other quality properties that you might like. An opt-in box is included on the SuperControl booking form which is fully GDPR compliant.

20. Complaints & Lost Property: Should there be any cause for complaint or something not working during the occupation of the property, the Owner must be notified promptly. In the case of a serious complaint, it must also be confirmed to the Owner in writing. If you leave any item behind, please let us know and we will try to find it and get it returned or stored. There will be a small handling charge for returns.

21. Concern for Local Villagers and Environment: The Farmhouse is rented for use as a private house for the period of the rental to the group as described in the booking. It has been a family home to one farming family since 1880 and the surrounding homes and businesses house a strong working community. Those renting the Farmhouse (and any guests & visitors) must treat our neighbors and neighboring properties with due concern and respect, complying with all relevant by-laws including those relevant to noise disturbance etc. In the event of a noise nuisance being caused by this requirement not being complied with, we reserve the right to retain some or all of the Cautionary Deposit.

*Please note **Fireworks** are not allowed on the property. Use of **Drones** is strictly prohibited without prior written permission, if permitted under UK regulations at the time of request.*