



Terms and Conditions

- **The Contract**

We want you to have a pleasant and enjoyable stay at Holt Farm. When booking at Holt Farm you are entering a short-term holiday Contract between us the Owners of the property and you the Hirer. You must be over 21 years of age. The contract shall be deemed to be made subject to these booking conditions and confers upon the hirer the right to occupy the property for the agreed dates of the holiday. The Hirer must have the authority and take responsibility to accept all the conditions on behalf of all other party members.

- **Payment and confirmation**

Your online booking is provisional until confirmed by us. All bookings are secured by payment of a 30% deposit. The receipt of a signed contract is also required by Holt Farm for all email or phone bookings.

If the booking is made within one month of the holiday start date the full rental will be required. Payment can be made via Bank Transfer or Credit Card. Cheques to be made payable to Holt Farm Holidays.

No entry to properties will be allowed without full payment being cleared beforehand. Once you have a confirmed booking ie you have paid the deposit, you are responsible for the full rental cost even if you subsequently cancel.

A Refundable Security deposit of £200 is required with the final balance when more than 1 cottage is booked on the same dates, and any of your group is under 25 years of age. An additional Refundable Security deposit of £80 may be required for each Hot Tub.

- **Period of Hire**

The hire period commences at 4pm on the agreed day of arrival and ends at 10 am on the set day of departure; this may be more flexible for short breaks. You must not use the property except for the purpose of a holiday during the holiday period. The agreement to stay in the property for the holiday period, does not create the 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 Holiday Period.

- **Your Responsibilities and Conduct**

By agreeing to these conditions, you agree to take all reasonable care of the properties for the length of your contract with us. The person making the Booking is responsible for ensuring the Terms and Conditions are met by all members of the group and for any loss or damage that occurs during the stay. This includes Hot Tub Disclaimer & Guidance for Use if your booking includes a Hot Tub.

At the end of the hire period The Hirer is responsible for leaving the property in a clean and tidy condition. Excessive cleaning (in our estimation and upon discussion with you the Hirer) will be deducted from your Security Deposit.

We ask that you respect the enjoyment of other visitors on site, particularly avoiding late night noise, unless you have booked the whole complex. The Hirer is responsible for making sure that all members of their party are aware of, and strictly adhere to the guidelines.

- **Guest Numbers**

Guests in your party will not exceed the numbers stated for each of the cottages. You will be asked to provide us with a full list of all guests staying and visiting the property. Charges are made for day visitors - £15 per person and these costs will multiply if day visitors are found to have stayed overnight.

- **Circumstances beyond our control (Force Majeure):**

If for any reason we have to cancel your booking in advance due to circumstances beyond our control for example fire, flood, exceptional weather conditions, epidemics, destruction/damage to the property ("force majeure") you will be refunded the full amount of the booking. If we have to terminate your holiday early for the above reasons you will be refunded part of the booking fee based on the time remaining of the booking. No additional compensation, expenses or costs will be payable.

- **Cancellation**

Should you the Hirer cancel the holiday for any reason the Booking Deposit will be forfeited. If the property is not subsequently re-let, the hirer remains liable for the full cost of the holiday and must pay the balance in the normal way. If we (the Owners) re-let the cancelled holiday property afterwards we will refund the new letting fee to the hirer. It is often difficult to re-let a property at short notice thus we recommend Booking Protect Insurance. *It is the Hirer's responsibility to ensure suitable Personal Holiday Insurance cover in respect of cancellation or curtailment is in place.*

- **Owners Liability**

Whilst we, the Owners, make every effort to ensure that brochure and website descriptions are accurate and that properties let meet required standards, the owner cannot accept responsibility for any alterations made to the property or its amenities that are beyond their reasonable control. Nor can they accept responsibility for any injury, sickness, loss, death, damage, additional expense or inconvenience, directly or indirectly caused by or arising out of the use or condition of the property and its appearance, hot tubs, plumbing, gas, electrical or otherwise or exceptional weather conditions. *Further, no responsibility is accepted for the personal belongings, car and its contents of the Hirer or any member of their party during the holiday.*

- **Complaints**

Every effort is made to ensure you have an enjoyable holiday or short break. If however, you the Hirer consider that he/she has cause for complaint, the matter must be taken up immediately with the Owner of the property so corrective action can be taken. No liability shall arise beyond a refund of monies paid to the owner. Under no circumstances will the owner entertain claims for compensation lodged by the hirer upon departure or after return home when it is no longer possible to investigate the complaint effectively or take corrective action.

- **Wifi**

Wi-Fi is provided for the guest's reasonable use. It is rural broadband and has limitations. The Hirer and guests agree to reasonable and lawful usage of this service.

- **Reserved Rights and Access**

We reserve the right to refuse to hand over the accommodation to anyone, who, in our opinion is not suitable to take charge of the property. We also reserve the right to terminate the contract at any time and remove any persons due to unreasonable behaviour, causing annoyance or offence or damage to other guests, to Holt Farm property and animals. In all the above cases your booking is treated as a cancellation and no monies will be returned. Reasonable access to the property by the owners and/or our authorised representatives must be allowed at all times.

- Accessibility

It is the hirers responsibility to ensure the property is suitable for their specific needs and we the owners are notified of any special requests at the time of booking.

- Safety of Children

Children are very welcome at Holt Farm but must be supervised at all times. There are Hot Tubs, animal watering troughs and a stream on the farm.

- Data protection

Holt Farm Holidays are committed to protecting and respecting your privacy. We seek to comply with [The EU General Data Protection Regulation \(GDPR\) 2018](#) and will take all reasonable steps to ensure the security of your personal data. Your personal details will not be sold to a third party.

We may collect the following data about you from information you give us when you fill in forms on our website or by corresponding with us by phone, email or otherwise. The information you give us may include your name, address, e-mail address and phone number. All bank details you give us are destroyed.

Your data is being collected by
Gordon and Ruth Christopher, Holt Farm Holidays, Michaelchurch Escley Herefordshire.

Holt Farm Holiday Cottages, Herefordshire. *R Christopher January 2018*