



BOOKING FORM FOR THE BARN(S) OF UPTON FARM

LEADING MEMBER OF THE PARTY

Surname First Name

Address

.....

Telephone Mobile

OTHER MEMBERS OF THE PARTY

Surname/First name

1. 5.

2. 6.

3. 7.

4. 8.

Children Ages

BARN(S) REQUIRED Upton Mill Hyde Barn The Studio Owl Barn

Arrival Date Departure Date

Total Rent Deposit

ADDITIONAL REQUIREMENTS Cot (up to 2 years) High Chair Dog

REMITTANCE I enclose a cheque for the Deposit/Full payment £

HOW DID YOU FIND UPTON FARM?

Name of website Upton Farm web site Friend/Referral Other

DECLARATION I declare that I am over 25 years of age and fully accept the booking conditions of the barns at Upton Farm.

Signature Date



BOOKING CONDITIONS

GENERAL. Elizabeth and Ricardo Dorich, the owners of the barns of Upton Farm, are referred to as 'the Owners'. Persons renting the barns are referred to as 'the Guest'. The barn or barns to be occupied by the Guest are referred to as 'the Barn'. The Owners will grant the Guest a licence to occupy the Barn for the agreed period. The Guest has no right to any tenancy or statutory protection under the Housing Act 1988 or other statutory security of tenure.

DURATION AND TIMES OF LETTING. Weekly Lets: maximum of four weeks. Short Breaks: any period of less than a week. Both Weekly Lets and Short Breaks (referred to as 'the Holiday') are from 3.00pm on the first day until 10.00am on the day of departure.

LETTING FEES. All fees for Weekly Lets and Short Breaks are expressed in pounds and include VAT, as well as electricity and fuel charges.

DEPOSIT. If a booking is made 2 months or more before the Holiday is due to start, a deposit of approximately one-third of the letting fee is payable. The amount of the deposit to be paid will be specified by the Owners at the time of booking. If a booking is made less than 2 months before the holiday is due to start, the full fee must be paid at the time of booking.

BOOKINGS. The booking will be agreed on confirmation by the Owners following receipt of the deposit and signed Booking Form. The Owners will confirm receipt in writing, stipulating the balance (if any) of the letting fee to be paid and when the final payment (if any) is due ('Due Date').

FINAL PAYMENT. When the confirmation letter by the Owners is sent out to the Guest, the Guest is liable for the balance of the letting fee ('Final Payment') by the Due Date. The Due Date is two months before the start of the Holiday. Non-payment by the Due Date will be treated as a cancellation and the Guest will lose their booking and the deposit will be forfeited. The Owners shall not be responsible for sending reminders of the Due Date.

CANCELLATION. A booking may be cancelled only prior to the start of the Holiday. A Guest who wishes to cancel must notify the Owners in writing. If a cancellation is made the Owners will endeavour to re-let the Barn. If the Barn is re-let the Owners will reimburse the Guest with his payment (or a proportional part if the re-let is for part of the Booking Period). Guests are therefore strongly advised to obtain holiday insurance prior to making a booking.

METHOD OF PAYMENT. Payments are to be made by a cheque drawn on a bank in the United Kingdom or electronic bank transfer. Cheques should be made out to R. and E.G. Dorich. If you wish to make a bank transfer, please contact the Owners.

ELIGIBILITY. Bookings will not be accepted from groups of single people under the age of 25.

THE HOLIDAY. The licence is personal to the Guest and the Guest has the right to occupy the Barn only for a holiday (within the meaning of Schedule 1, Paragraph 9 of the Housing Act 1988).

THE GUEST'S OBLIGATIONS. The Guest agrees: a) to pay for any losses or damage to the Barn or its contents caused by the Guest or a member of their party (reasonable wear and tear excluded), except to the extent that the cost of making good such loss or damage can be recovered under any householder's insurance policies maintained by the Owners; b) to take good care of the Barn and leave it in a clean and tidy condition at the end of the Holiday; c) to permit the Owners reasonable access to the Barn; d) not to part with possession of the Barn, or share it, except with members of the party shown on the Booking Form; e) not to sell or transfer the booking to another party without the Owners' written agreement; f) not to use the Barn or allow its use for any dangerous, offensive, noisy, illegal or immoral activity and not to cause an annoyance or become a nuisance to the Owners or the occupants of adjoining premises; g) not to do anything or permit anything to be done which would or may result in the insurance of the Barn becoming void or voidable or the premium being increased; h) to park cars and other vehicles only in the places provided for the Barn.

NON-AVAILABILITY OF BARN. If for any reason the Barn is not available on the date booked (owing, for example, to fire damage) or the Barn becomes unsuitable for holiday letting, all money paid in advance by the Guest will be refunded.

LIABILITY. The Owners will not be liable for any accident, damage, loss, injury, expense or inconvenience, whether to person or property, which the Guest or any other person may suffer or incur arising out of, or in any way connected with, the letting. In addition, the Owners accept no liability for loss of or damage to the Guest's possessions on the Owners' property or land. Nothing in these conditions excludes or limits the liability of the Owners: a) for death or personal injury caused by the Owners' negligence; b) for any matter in respect of which it would be illegal for the Owners to exclude or attempt to exclude their liability.

DOGS. Normally one dog is permitted in the Barn with the prior consent of the Owners. Dogs are to be kept under control at all times and exercised off the Owners' property. Dogs are not permitted in the bedrooms or on the furniture and the Owners do not accept responsibility for their safety. Dogs must not be left in the Barn unsupervised as this can result in damage to the property and distress to the pet.

LINEN. A change of linen and 'house towels' is provided between Holidays and weekly during Holidays.

BREACH OF CONTRACT. If there is a material breach of any of these conditions by the Guest or any of their party, the Owners reserve the right to re-enter the Barn and end the letting and require the Guest and their party to leave. Ending the Holiday by the Owners does not affect the Owners' other rights and remedies.

AUTHORITY TO SIGN. The person who completes the Booking Form certifies that: a) he or she is authorised to agree the Booking Conditions on behalf of all persons included on the Booking Form, including those substituted or added at a later date; b) the signatory is over twenty five years of age and a member of the party intending to occupy the Barn; c) he or she agrees to take responsibility for the party occupying the Barn.

VALIDITY CLAUSE. In the event that a court finds that a provision in these Conditions is illegal or void, the illegal or void provision will be severed from the remainder of the Conditions, which will continue to be valid and have full force and effect.

NO SMOKING POLICY. No smoking is permitted within any of the buildings, including the Barn, of Upton Farm.