

## Terms and Conditions for Lower Barns

Thank you for choosing to book Lower Barns. Please find below our terms and conditions of booking, if there are any points which you would like to discuss please give us a call on 01726 844881 or email us at [janie@lowerbarns.co.uk](mailto:janie@lowerbarns.co.uk) and we will be happy to help.

By booking with us, whether for accommodation or a wedding/event, you are agreeing and accepting our terms and conditions as set out below.

### Accommodation Bookings:

1. Accommodation bookings are non-transferable by you and your booking is only valid for the guest names and numbers as given to us at the time of booking. We understand that on occasion things change and should you have a need to vary a guest in your booking (e.g. due to ill health) please contact us as soon as possible and in advance of arrival and we will assist where reasonably possible.
2. We reserve the right to cancel or transfer your booking (to another date or accommodation with us) in the event that circumstances arise that mean we cannot or are prevented from fulfilling your booking. We will inform you as soon as possible if this arises and in the event of a cancellation by us we will provide a voucher to the value of the amount paid. In no circumstances will we be liable to you for any additional sum exceeding the payments we have received from you at the date of cancellation.
3. All bookings (accommodation and weddings/events) are entitled to a cooling off period of 7 days from the date of placing your booking ("cooling off period) unless your arrival date falls within the cooling off period, in which event no cooling off period is provided. During the cooling off period you may cancel your booking for any reason without financial obligation. Should you decide during the cooling off period that you do not wish to keep your booking with us please notify us as soon as possible and provided we receive written confirmation from you of your request to cancel your booking within the cooling off period we will refund your deposit to you in full.
4. Payment of a deposit is required to confirm your booking. The deposit amount required will be confirmed at the time of your booking. All deposit payments are non-refundable after the 7 days cooling off period we provide from the date of placing your booking (as above). Our prices may vary from time to time, the price on your booking confirmation is binding.
5. The balance payment of your booking is to be paid to us in full no later than 8 weeks (56 days) before your arrival date ("due date"). Should your booking be for an arrival date within the next 8 weeks full payment will be required at the time of booking. Failure to pay the balance outstanding on your booking on the due date will result in your booking being automatically cancelled and your deposit will be retained by us, at that point we reserve full rights to re-let the accommodation. It is your responsibility to remember to pay the balance on or before the due date, we do not send out reminders.
6. You may change the date(s) of your booking and/or the accommodation type booked (subject always to our availability) at any time up to 90 days prior to arrival. Any change to a booking will incur an administrative fee of £50 and an additional non-refundable deposit will be payable to secure the new booking (at such value as applicable to the new booking). The non-refundable deposit paid by you for your original booking will be applied as a credit towards the final balance outstanding on your new booking and remains non-refundable. Changes cannot be made to dates and/or accommodation type within 90 days of the arrival date, please see our cancellation terms below.

7. You may cancel your booking at any time however please do bear in mind that all cancellations (after our 7 day cooling off period) will incur a cancellation fee to you and we strongly recommend that you have appropriate insurance in place to cover for cancellation. Our cancellation charges vary depending on when your cancellation is made and have been carefully considered to be reasonable and reflective of the losses and costs incurred by us in the event of you cancelling your booking:

7.1 If you cancel your booking (in writing) more than 8 weeks before your arrival date no further payment will be required from you but we will not refund your deposit in any circumstances. This also applies to bookings where the balance payment has not been paid on the due date, where the booking will then be automatically cancelled and no deposit will be refunded.

7.2 If you need to cancel your booking less than 8 weeks before your arrival date (including non-arrivals) please let us know as soon as possible and in writing. All monies paid by you (including deposit and balance payment) will be fully retained by us and no refunds will be made.

8. Should you have need to make any complaint please notify us immediately to give us the opportunity to rectify the situation. We reserve the right not to respond to or deal with any complaint that is not notified to us during the period of your time with us.

9. Any damage or breakage to your accommodation or items, facilities and amenities made available to you must be notified and paid for immediately and prior to your departure. We will not normally charge for accidental damage of a minor nature, but it should still be notified to us in order that we can repair or replace the damaged objects.

10. All of our accommodation and facilities are no smoking areas (including e-cigarettes). We provide designated smoking areas, please ask where these are if you are unsure.

11. Please familiarise yourself and your guests with your accommodation and the facilities, including the guidance for safe usage for the Hot Tub and Sauna. Use of our facilities is at your own risk. Lower Barns accepts no liability for any accident, injury, loss or damage experienced by any guest, visitor, vehicle or their belongings, however caused. It should be noted that all facilities and amenities are unsupervised and it is your responsibility (and the persons included in your booking) to ensure that children are adequately supervised and to ensure that safety regulations are complied with. Guests are reminded not to approach the animals within the grounds.

12. In order to safeguard the comfort and security of our guests staying at Lower Barns, please do not exceed the maximum number of guests for your accommodation at any time. This includes group gatherings in your accommodation.

13. Please leave the accommodation clean and tidy on departure. Please check out of your accommodation by 10am, our housekeepers will be ready and waiting to prepare the accommodation for our next guests.

14. Please note that we are an environmentally holiday destination and we require all of our guests to abide by our recycling policy. Our rubbish will not be collected unless it is sorted, please ensure your rubbish is correctly sorted. If we have to undertake this task ourselves we reserve the right to charge you £25 for the task of going through your rubbish. Recycling and composting bins are clearly marked and the recycling policy is provided in each accommodation.

15. Please be mindful of other guests staying on site at all times and respect their peace and tranquillity. Lower Barns has a zero tolerance of anti-social behaviour and any illegal substances.

16. In the interest of security, only guests staying in the accommodation whose names have been provided on your booking are permitted on the grounds at Lower Barns and in our accommodations. Lower Barns and our facilities are for the use of guests staying on site only, visitors are not permitted. This includes any wedding guests, suppliers or friends/family. In order to protect the security of guest staying on site, our team will regularly make contact with guests. We reserve the right to require any person or vehicle not included in your booking to leave immediately.

17. Please refer to your check-in and check-out times as detailed in your booking summary. If it is not possible to arrive on your arrival day, please notify us in advance. If you do not arrive on your arrival date and have not notified us of the date and time of your alternative arrival in advance we reserve the right to treat your booking as cancelled by you and may take steps to re-let the accommodation. No refunds are payable for non-arrivals.

18. The Hideaway and Hayloft Rooms welcomes one well behaved dog at £50 per stay. These dog friendly rooms are for Wedding stays only and only the Bride and Groom but we ask our guests to be responsible dog owners.

19. Complimentary Wi-Fi is available at Lower Barns. This is a shared Wi-Fi service available to all our guests and as such its speed of service and availability will be subject to its use and you are requested to use it in an appropriate way. By connecting to our wireless network, you are agreeing to abide by our fair usage policy. This includes users being prohibited from using our wireless network for any of the following: illegal / criminal activity, security violations, threats, offensive material or spam. We also ask that users do not undertake large amounts of streaming or downloading (over 1GB per day). If you or anyone in your booking breaks the terms of this policy we will disconnect you from the Wi-Fi network with no warning. If you have any questions please ask.

20. We offer a range of additional services and facilities that can be added to your booking ("Extras"). Subject to availability, Extras may be added to your booking at any time. Full payment is required at the time of booking any Extras. Extras to your booking (e.g. romantic Dinner can be removed at any time up until 8 weeks before your arrival date, after this date we are not able to accept cancellations and no refunds will be made. All bookings for private dining are non-refundable once confirmed by us.

21. VAT is charged at the current rate of 20%, if the VAT rate changes prices for new bookings and any unpaid monies will change accordingly and any additional VAT chargeable on your booking will be payable by you.

22. Lower Barns shall not be responsible to any person for any losses, damages or costs arising from any failure by it to fulfil (in full or part) any booking (accommodation and wedding/event) in the event of Lower Barns being prevented from doing so as a result of "Force Majeure" or any other event, cause or circumstance beyond its reasonable control. This includes but is not limited to industrial disputes, relevant and applicable orders or regulations issued by Government, riots, adverse weather or fire epidemics.

23. All vehicles are required to be parked in the designated parking areas and are left at the owner's risk (including contents). Lower Barns will not be responsible for any damage to vehicles (or contents) whilst at Lower Barns. Vehicles are not permitted at Lower Barns overnight unless by prior arrangement or for guests staying at Lower barn.

24. Lower Barns will not be responsible for any loss of guests' personal property. We have a 7-day lost and found policy. It is the guests responsibility to check for all personal belongings before departure from Lower Barns. Any items found after guests have departed can be sent to the guest at their

expense.

## Additional Terms and Conditions for Lower Barns Weddings and Events:

The above terms and conditions for accommodation bookings also apply to all wedding and event bookings with us, to the extent they are applicable. In addition, the following terms and conditions apply to all wedding and event bookings.

1. Lower Barns offer provisional bookings for weddings and events which will be held for 3 days after agreeing a provisional booking request. If a provisional booking is not confirmed it will automatically be cancelled after this 3 day period.
2. All wedding and event bookings are confirmed only after the non-refundable deposit has been paid and the booking form has been received by us. Please see our wedding and event deposit and payment terms below.
3. Lower Barns reserves the right to cancel your wedding/event booking (including any accommodation element of your booking or any Extras) if payment(s) is not made on or before that dates due, as stated on your booking confirmation.
4. We reserve the right to cancel or transfer your wedding/event booking (to another date) at any time in the event that circumstances arise that mean we cannot or are prevented from fulfilling your booking. We will inform you as soon as possible if this arises and in the event of a cancellation by us we will refund you all monies paid to us in the form of a voucher to use on a future wedding here at Lower Barns. In no circumstances will we be liable to you for any additional sum exceeding the payments we have received from you at the date of cancellation.
5. Our wedding/event booking constitutes the entire agreement between Lower Barns and the persons named in the booking. In submitting your wedding/event booking to us you are acknowledging that you have not and are not relying on any statement, promise or representation made or given by, or on behalf of Lower Barns, which is not set out on the wedding/event booking. If you are unclear about any element of your proposed wedding/event booking, please discuss this with us in advance of making your booking, we would be more than happy to assist you.
6. A 50% non-refundable deposit for the venue hire element of your wedding/event booking is required to secure and confirm your wedding/event booking. We will confirm this amount with you. This is in addition to any non-refundable deposit payable on any accommodation element of your booking with us.
7. As with any accommodation element of your booking with us, the balance payment of your wedding/event booking is to be paid to us in full no later than 8 weeks (56 days) before your arrival date ("due date"). Should your booking be for an arrival or wedding/event date within the next 8 weeks full payment will be required at the time of booking. Failure to pay the balance outstanding on your wedding/event booking on the due date will result in your booking being automatically cancelled and your deposit will be retained by us, at that point we reserve full rights to re-let the venue. It is your responsibility to remember to pay the balance on or before the due date, we do not send out reminders.
8. We will facilitate any additional requests we can (subject to availability). We offer a range of additional services and facilities that can be added to your wedding/event booking ("Extras"). Subject to availability, Extras may be added to your booking at any time. Full payment is required at the time of booking any Extras. Extras added to your booking (e.g. additional guests) can be removed at any

time up until 8 weeks before your event date, after this date we are not able to accept cancellations and no refunds will be made. All bookings for private dining are non-refundable once confirmed by us.

9. All wedding/event bookings have the benefit of the same 7 day cooling off period provided for in the terms and conditions for accommodation bookings above.

10. You may cancel your wedding/event booking at any time however please do bear in mind that all cancellations (after our 7 day cooling off period) will incur a cancellation fee to you and we strongly recommend that you have appropriate wedding insurance in place to cover for cancellation. Our cancellation charges vary depending on when your cancellation is made and have been carefully considered to be reasonable and reflective of the losses and costs incurred by us in the event of you cancelling your wedding/event booking:

10.1 If you cancel your wedding/event booking (in writing) more than 8 weeks before your arrival date no further payment will be required from you but we will not refund your deposit (being 50% of the venue hire) in any circumstances. This also applies to wedding/event bookings where the balance payment has not been paid on the due date, where the wedding/event booking will then be automatically cancelled and no deposit will be refunded.

10.2 If you need to cancel your wedding/event booking less than 8 weeks before your arrival date please let us know as soon as possible and in writing. All monies paid by you (including deposit, balance payment and payment for any additional wedding/event services) will be fully retained by us and no refunds will be made.

Do also note that cancellation of any accommodation element of your booking will be subject to our accommodation terms and conditions as set out above in addition to our cancellation charges for the wedding/event element of your booking.

11. You may change the date of your wedding/event booking up to 90 days prior to arrival subject to availability and payment by you of an administrative fee of £150. If the change to your booking results in a higher deposit amount being required, the change to your booking will only be confirmed on us also receiving payment of the additional deposit amount from you.

12. Access to Lower Barns and the grounds by you (or persons engaged by the you for the purposes of your wedding/event) in advance of your booking dates is strictly by prior appointment only.

13. The persons intending to hold their wedding or civil partnership with us are solely responsible for booking and paying of a Registrar.

14. Lower Barns is in an Area of Outstanding Natural Beauty; the throwing of confetti is limited to natural petals. A clear up charge of £100 will be applied if any other confetti is thrown. It is your responsibility to ensure that your guests are aware of this prior to the event.

15. During your event, guests are only permitted to congregate within the areas of our grounds and Lower Barns that will be specified to you for your event. Please note that no guests other than guests staying in our accommodation with valid bookings with us are allowed to attend your event unless we have agreed an alternative arrangement with you in advance.

16. You are responsible for the behaviour and actions of the guests attending your event while at Lower Barns. Inappropriate behaviour may result in your event being stopped early or cancelled. Guests may be asked to leave the grounds if their behaviour is threatening, aggressive, anti-social, or

damaging in any way to the venue. In this circumstance your full support is required. This is in addition to the terms of any accommodation booking your guests also have with us.

17. You shall pay for any loss or damage to any part of Lower Barns premises, or to any fixtures, fittings and equipment, caused by you, a guest at your event or any external contractor engaged by you. Lower Barns will not be responsible or liable in any way for damage to any article brought onto Lower Barns or any of our accommodation or venues. We strongly advise you take out appropriate insurance.

18. Lower Barns will not be responsible or liable in any way to any person should your wedding or event not proceed for any reason not of Lower Barns doing or control, nor for any gifts or property bought onto Lower Barns during your wedding or event.

19. No additional amplified music is permitted in the Party Shed, accommodation or surrounding area. Please note that regulations imposed by the Registrar prohibit the use of "religious music" during a wedding or civil partnership ceremony. If there is any doubt to this, please check directly with the Registrar.

20. For fire and security reasons please provide us with a list of all guests who will be attending your wedding/event no later than 1 week in advance.

21. Lower Barns does not accept any responsibility or liability for outside contractors and service providers engaged by you in relation to any booking, wedding or event with us (including those on our supplier list). We recommend that you request to see a copy of each contractor/supplier's public liability insurance prior to engaging with them and ensure you are satisfied that they have the adequate ability and insurance to perform the service/contract you require.

22. If any damage is made to our event venues or facilities or any additional non-standard cleaning is required in relation to your wedding/event, additional costs will be charged to you, the persons having made the booking with us. Such additional costs will be the costs incurred by us to satisfactorily repair or replace damaged items or enhanced cleaning services.

23. If you are not satisfied with any aspect of your wedding/event at Lower Barns in order to investigate and resolve this for you please provide written notification within 14 days of your wedding/event. Lower Barns reserves the right not to respond to or deal with an issue or complaint raised after this period.