

Booking Conditions

In these booking conditions, 'you' and 'your' means all people named on the booking form (including anyone who is added or replaced at a later date). 'We', 'us' and 'our' means Sandridge Barton Wines Limited as agents and Mrs Jane Moon as owner.

Before booking please read these booking conditions carefully and all the other information relevant to your booking, including:

- the property conditions (all information set out on our website);
- any other written information we brought to your attention prior to confirming your booking.

The property is offered by us for the sole purpose of holiday accommodation, unless expressly agreed otherwise in writing with us. Accordingly, you agree that your booking is for the sole purpose of holiday accommodation and accept that you are not offered any rights to the property other than the right to occupy the property as holiday accommodation for the period of your booking. No booking of any kind is deemed to be an agreement for a residential tenancy.

1 Making your booking

You, as the person in charge of the party (“the party leader”), must be at least 18 years old at the time of booking. All other members of the party must authorise you to make the booking on the basis of these booking conditions. By making the booking, you confirm that you are authorised to make the booking and that all other members of the party agree that the booking will be governed by these booking conditions. You, as the party leader, are responsible for making all payments due to us.

You, as the person in charge of the party (‘the party leader’) also take full responsibility for any alcohol on site. As the party leader you must confirm with all other members of your party that they are of legal drinking age if they are purchasing or consuming alcohol on site. You, as the party leader are responsible for all members of your party.

As soon as you receive your confirmation, you must check the details carefully. If anything is not correct, you should tell us immediately.

Even if we have sent a written confirmation, we reserve the right to cancel a booking where there are reasonable grounds to believe that (i) it is not legitimate (ii) you are likely to breach any of our booking conditions (iii) information supplied by you in relation to your booking is incorrect (iv) you have behaved in a vexatious, abusive or unlawful manner. If we cancel your booking, we will tell you in writing and neither we will have any legal responsibility to you.

2 Payment

When you book, you must pay the deposit amount, then due, which is 30% of the booking total, plus any applicable booking fee by bank transfer or by sending us a cheque. We only accept payment in pounds sterling. We must then receive the rest of the money owed no less than eight weeks before the start of your stay.

If you book less than eight weeks before the start of your stay, we must receive full payment of the total cost of your booking when you make the booking. For any arrangements booked less than eight weeks before the start of your stay, you must pay for the booking in full by bank transfer or cheque at the time of booking.

If you do not pay any payment due in relation to your booking by the appropriate date we are entitled to assume that you want to cancel your booking. In this case, your booking will be cancelled immediately and the provisions of clause 5b will apply. You may also need to pay additional charges. Please see clause 5b.

3 Pricing

We keep the prices under constant review and the prices of unsold arrangements may be increased or reduced at any time. We may also correct mistakes in the pricing of unsold arrangements at any time. We will confirm the price of your booking when you make it. As changes and mistakes can happen, you must check the price and all other details of your chosen arrangements at the time of booking.

All prices quoted or otherwise given to you include all charges and any taxes or government charges which may apply to your booking at the time it is made. You may be required to pay any additional taxes that arise after your booking has been confirmed.

All accommodation prices are for the property as a whole. We may agree to impose a limit on the number of occupants and agree an additional person charge. We will confirm this as part of your booking.

4 Property details

We aim to make sure that the information provided is presented accurately on our website, in brochures and other promotional literature or material we produce and provide. It is intended to present a general idea of the arrangements. Not all details of the relevant facilities can be included on our website. Furthermore, there may be small differences between the actual property/arrangements and its description. Occasionally, problems mean that some facilities or services are not available or may be restricted. If this happens, we will tell you as soon as reasonably practical after we become aware of the situation. We cannot accept responsibility for any changes or closures to local services or attractions mentioned in the brochure or on our website or advertised elsewhere. We make reasonable efforts to make sure that information we give you about the property and its facilities or services, as well as advertised travel and other services, is accurate and complete on the date given.

Where Wi-Fi is an advertised facility, please note that its provision is subject to availability and network conditions. It may not be available 24 hours a day and is provided for pleasure not for business purposes, unless agreed separately with us.

Details of car parking and access arrangements are provided on our website where possible. If you have particular queries regarding this please do not hesitate to ask.

5 If you change or cancel your booking

a) Changes

If you want to change any detail of your confirmed booking, we will do our best to make the changes. There may be additional costs incurred.

b) Full cancellations

If you have to, or want to, cancel your booking after it has been confirmed, you must phone us. You will have to pay a cancellation charge based on the number of days before the arrival date at the property that we receive notice, as shown in the following table.

For the purpose of the table below, total cost means the total cost of the accommodation booking, including any extra items.

Cancellation charges

Number of days before the start date of your trip that we receive your notice to cancel (or on which you are deemed to have cancelled)	Cancellation charge (plus all booking fees, any insurance premiums or administration fees you owe)
More than 84 days	Full deposit (including any balance of the deposit due)
43 to 84 days	50% of the total cost or full deposit (including any balance of deposit due), whichever is greater.
29 to 42 days	75% of total cost
8 to 28 days	90% of total cost
7 days or less	100% of total cost

c) Cutting short your stay

No refunds are payable in the event that you cut your stay short.

6 Cancellations or changes by the owner or service providers

We will aim to avoid cancelling or changing your booking. If we do, we will contact you (by phone if reasonably possible in the case of a significant change or cancellation – we will let you know about minor changes by email or post) as soon as is reasonably practical. We will explain what has happened and let you know about the cancellation or change. However, we will have no further liability to you.

7 Events beyond our control

Unless we say otherwise in these booking conditions, unfortunately we will not be legally responsible for any compensation if we or they are prevented from carrying out our responsibilities under this contract as a result of events beyond our control. This means an event we or they could not, even with all due care, avoid, including:

- strike, lock-out or labour dispute;
- natural disaster;
- acts of terrorism, war, riot or civil commotion;
- malicious damage;
- keeping to any law or governmental order, rule, regulation or direction, including advice from the foreign office to avoid or leave a country;
- accident;
- breakdown of equipment or machinery;

- insolvency or bankruptcy of an owner or service provider;
- fire, flood, snow or storm;
- outbreak of disease or other incident restricting movements;
- difficulty or increased cost in getting workers, goods or transport; and
- other circumstances affecting the supply of goods or services.

8 Our legal responsibilities to you

We will have a legal duty in respect of your stay at the property on the basis you are complying with the conditions of your booking and the guidance provided to you at the property.

We cannot be held responsible for noise or disturbance which comes from beyond the boundaries of the property or which is beyond our control. If we know about a problem before you arrive, we will contact you to let you know.

We cannot be held responsible for the breakdown of mechanical equipment nor for the failure of public utilities such as water and electricity.

9 Insurance

We would strongly advise you to take out cancellation insurance to avoid losing your monies if you do have to cancel your holiday

10 Disabilities and medical problems

If you or any member of your party has any medical problem or disability that may affect your booking, please tell us before you confirm your booking and give us full details in writing as early as possible.

11 The property

The following conditions relate to your stay at the property:

Arrival and departure- You can arrive at the property at any time after 3:30pm if staying in The Boathouse and 4:30pm for Lower Well Farmhouse and Sandridge Barton House (unless we tell you otherwise, for example on your confirmation) on the start date of your rental period. You must leave by 9:30am on the last day. If your arrival will be delayed beyond 8pm on the start date of your rental period, you must contact us. If you fail to do so, you may not be able to get into the property. If you fail to arrive by 12 noon on the day after the start date of your rental period and you do not let us know you are arriving late, we may treat your booking as having been cancelled by you. In this situation, we will not refund any money you have paid.

Day guests are permitted, subject to our approval and may incur additional cost. This should be confirmed at the point of booking.

The guests are responsible for their own safety with regards to usage of the swimming pool (main house only) and guidelines will be provided where appropriate.

Loud music is not permitted between 11pm and 9am within the grounds of the rental property (unless otherwise stated).

It is the responsibility of the holidaymaker to keep all guests in their party safe at all times, in all properties. The property is on a working farm and some areas are out of bounds, please follow the guidance provided in the property.

No party, event or gathering may take place at the property which exceeds the maximum agreed occupancy numbers for the property without prior consent. It is also not permitted for any commercial enterprise or supplier of leisure activities to visit the property during your stay without the owner's consent e.g. a caterer, magician etc. Failure to adhere to this clause may result in additional charges. It is also not permitted for any alcohol to be sold on the premises without permission. Should any of these terms be breached we have the right to repossess the property without any compensation or refund due to you or your party.

Security deposit – you will pay to us £350 (The Boathouse), £750 (Sandridge Barton House) or £500.00 (Lower Well Farm House) as a security deposit. The payment must be cleared in our account 48 hours ahead of your arrival. We will, assuming there are no breakages or damage, return the deposit in full within seven days of you vacating the property.

You consent to deductions being automatically taken from your deposit for any products or services, as detailed within the pre-arrival form, that are consumed or used during your stay.

Under no circumstances are photo shoots, location videos or filming permitted at any of our properties for any purpose which may include, among others: advertising, promotion, marketing and packaging for any product, service or arts project. This includes the use of the property as a base for shooting stills, video or film in the wider area. In the event of this taking place you may be liable to prosecution and any extra costs incurred including the retention of the security deposit. unless prior authorisation from the owner has been given.

Behaviour - You and all members of your party agree:

- to keep the property clean and tidy;
- to leave the property in a similar condition as you found it when you arrived;
- to behave in a way at all times while at the property which does not break any law;

- not to use the property for any immoral, illegal or commercial purpose;
- not to sublet the property or any part thereof or otherwise allow anyone to stay in it who we have not previously accepted on behalf of the owner as a member of your party;
- Not to behave in anti-social manner, breach the peace or otherwise act in a way which may disrupt or affect the enjoyment of others.

Maximum occupancy - You must not allow more than the stated number on the booking confirmation to stay overnight in the property without our consent. You cannot arrange for visitors to the property without our consent. You cannot significantly change the number of adults or children during your stay without our consent. You must not hold events (such as parties, celebrations or meetings) at the property without our consent. If you do any of these things, we can refuse to hand over the property to you, or can repossess it. If we do, we will treat this as you cancelling the booking. In these situations you will not receive a refund of any money you have paid for your booking. And we will not be legally responsible to you as a result of this situation. (This will include, for example, any costs or expenses you have to pay due to not being able to stay in the property, such as the cost of finding other accommodation.) We are not under any obligation to find any alternative accommodation for you.

Pets – In our Lower Well Farmhouse property, we allow only small, well-behaved dogs, at a charge of £50.00 per dog. If there is any additional mess or damage, we will deduct from the deposit accordingly to cover any extra cleaning costs or replacements. We kindly ask that dogs are kept only to hard floor surfaces and remain downstairs at all times. We will provide special dog towels to help keep mess to a minimum. Please remember, this is a working farm and there are both livestock and wild animals on state, so dogs must be kept on lead and clean up after your dog.

No Smoking: no smoking (including E-cigarettes) or vaping inside the property.

12 Damage

You are responsible for and agree to reimburse us all costs incurred as a result of any breakage or damage in or to the property which is caused by you or any members of your party or any other persons invited into the property by you. We can ask for an extra payment from you to cover any such costs.

We expect the accommodation to be left in a reasonable state on departure. If we think that additional cleaning is required, you will be liable to the owner for the cost of this cleaning.

You may need to check and sign an inventory of the property and its contents on arrival at the property. If you discover that anything is missing or damaged on arrival please let us know.

13 Right of Entry

We reserve the right to enter the property (without letting you know first if this is not practical or possible) if special circumstances or emergencies happen (for example if repairs need to be carried out) or if you break any conditions. We will aim to give you reasonable notice first.

14 Unreasonable behaviour

We can refuse to hand over the property if the unreasonable behaviour of anyone in your party is likely to cause offence to us or our neighbours, or if we have reasonable cause to believe you or any member of your party will cause damage or loss to the property, its services or facilities.

If this happens, the contract between you and us will end and you will not receive any refund and neither we nor the owner will have any further responsibility to you.

If the unreasonable behaviour of anyone in your party (including anyone invited into the property by you) is likely to spoil the enjoyment, comfort or health of us or our neighbours or where you or any member of your party (or anyone invited into the property by you) has broken or is likely to break any of these booking conditions or any other terms and conditions applicable to the property which you have been told about. If this happens, you will have to leave the property immediately and no refund will be given. You may also be responsible for any costs the owner has as a result of your behaviour as set out in clause 12.

15 Special requests

If you have any special requests, you must let us know when you make a booking and confirm them in writing. We will aim to meet any reasonable requests and will notify you of any cost implications. If we are unable to meet any special requests this will not affect the conditions or validity of your booking.

16 Catering

We can provide details of local caterers on request. It is your responsibility to ensure that they are appropriately insured and adhere to the terms of your booking.

17 Complaints

In the unfortunate instance you have a complaint please do let us know and we will aim to discuss and resolve your concerns.

18 Governing law and jurisdiction

Any dispute, claim or other matter which may arise in relation to your booking will be governed by English law and you agree that any dispute will be dealt with exclusively by the courts of England and Wales.

19 Communicating with you

Please see our Privacy Notice which explains how we will process your personal data.

For the purposes of the Landlord and Tenant Act 1987, you can send any notices intended for the owner to Holly Tree House, Bagstone, Wotton-Under-Edge, GL12 8BE.

20 Covid

If you cannot make your booking due to Government restrictions then you be able to change your dates (subject to any increase in pricing for seasonality) or receive a full refund. You must provide us as much notice as reasonably possible.