



Blackershill Farmhouse, Coal Pitt Lane, Chilcompton BA3 4JF
07989264381, blackershillfarmhouse@gmail.com

Booking Terms and Conditions & General Information

Mr and Mrs Day are the owners of Blackers Hill Farm. The hiring contract is between the Hirer and the Owner of the property for which the booking is made and incorporates the condition set out below.

1. Authority to Sign

The person signing the booking form certifies that he/she is authorised to agree the Booking Conditions on behalf of all persons included on the Booking Form. The signatory must be a member of the party occupying the property and must be 18 years of age or over. Bookings cannot be accepted from parties of young people under 18 years of age.

2. Payment

Bookings are to be accompanied by a deposit of one third of the rent. The balance of the rent must be paid 56 days (8 weeks) before the commencement of the holiday. Non payment of the balance of the rent on or before the due date shall be construed as a cancellation of the contract by the Hirer. The full rent is payable if the occupation date is less than 56 days (8 weeks) from the date of the booking.

3. Licence

The licence shall permit you and the members of your party as named on the booking form only to occupy the property. For the avoidance of doubt you may invite friends over to visit but the number of people in the property must at no time exceed the amount of people we have stated the property 'sleeps' in the property description, unless you have prior consent. No-one other than those on the booking form may sleep at the property. The Owner reserves the right to terminate the hire without notice and without refund in case of a breach of this condition. The property is available for occupation at 4.00pm on the first day of your holiday and must be vacated by 11:00am on the last day.

4. Security Deposit

The Security Deposit we request is normally £500.00; we reserve the right to request a larger bond at our discretion. The owner shall be entitled to deduct from the Security Deposit the cost of remedying any breach of these

obligations together with the cost of any service or goods provided. Should the damages exceed the value of the bond, payment is to be received from the Hirer within 14 days of request for payment by the Owner.

We will endeavour to have the whole amount or the balance after any deductions refunded to you within 7 working days of the end of the Hire unless costs of damages are still being assessed, in which case it will be upon realisation of damages.

5. Hirer's Obligations

The Hirer agrees:

5.1 To pay for any breakages, losses or damage to the property, payment to be deducted from the Bond. 5.2 To take all reasonable and proper care of the property and leave it in a clean and tidy condition at the end of the tenancy. Particular attention must be given to the kitchen, ensuring that all equipment and utensils are left clean and tidy. The Hirer is responsible for any additional cleaning costs incurred. 5.3 You must use the property responsibly and comply with any reasonable rules laid down. If no such rules are communicated, you must assume that "normal" rules (such as consideration for neighbours) apply.

5.4 To permit the owners reasonable access to the property to carry out any urgent maintenance. 5.5 To inform all guests that smoking is prohibited throughout the house. The Owner reserves the right to terminate the hire without notice and without refund in case of a breach of this condition.

5.6 To inform all guests that pets are allowed within the property, however this excludes soft furnishings and bedrooms, pet owners are also asked to ensure all fouling is removed and disposed of responsibly. The Owner reserves the right to terminate the hire of their property without notice or refund in case of a breach of this condition. 5.7 You must inform us on the booking form or subsequently in writing of the names, nationality (if not British or Irish) and the ages of all the people (*if under 25*) who will occupy the property during your stay.

6. Our Liability to You

6.1 We will not be liable for any loss or damage suffered by you or any member of your party or to their property, except where such loss or damage is due to our negligence. If we are negligent our liability to you will be limited to the loss or damage which was a foreseeable result of such negligence. Except in the case of death or personal injury resulting from our negligence, our total liability to you in respect of any breach of these Terms of Business or tort or other act or omission by us in connection with this contract shall be limited in aggregate to the price agreed to be paid by you for the right to use the property for the period agreed. 7.2 Where you are a customer acting in the course of a business, this Condition shall apply instead of Condition 7.1. We do not accept liability to customers acting in the course of a business for losses of profits, business, contracts, goodwill, anticipated savings, expenses, consequential losses or other similar losses, for any reason whatsoever. To the extent permitted by law and except in the case of personal injury or death resulting from our negligence, the maximum limit of our liability to business customers, whether in contract, tort, negligence, breach of statutory duty or otherwise shall be the price agreed to be paid by you for the right to use the property for the period agreed.

7. Difficulties and Maintenance

If you have any difficulties with the property, require maintenance, or have any complaints, you should notify the Owner in the first instance and/or the Caretaker.

8. Breaches of these Terms of Business

If you commit a serious breach of these Terms of Business we will have the right to terminate your booking and if you are already at the property we may require you to vacate it immediately. A serious breach of these Terms of Business includes, without limitation, failure to comply with rules of the house or health and safety advice or circumstances where your behaviour, or that of your guests, is likely to have a significant adverse effect upon those staying or living nearby the property. In the event of you committing a serious breach of these Terms of Business no refund of the fees you have paid will be returnable to you.

9. Cancellation

If the Hirer wishes to cancel the booking for any reason he should advise the Owner immediately by telephone, followed by a confirmatory letter. Upon receipt of such confirmation or failure to comply with Clause 2 the Owner will (but without any obligation to the Hirer) endeavour to obtain a replacement letting and, if such replacement is obtained, will then refund the Hirer any monies paid less an administration fee. If the Owner is unable to re-let the Owner shall be entitled to retain all payments already made and to recover, if not already paid, the balance of the hiring charge. It is strongly recommended that the Hirer puts into place their own Travel Insurance. If a rebooking is required then the Hirer must contact the Owner and they will endeavor to move the booking if completed before the final balance is paid. If after this date the above still stands.

10. Miscellaneous

11.1 In the event of any inconsistency between these Terms of Business and any of our other literature whether found in our brochure or on our website or otherwise, the provisions of these Terms of Business will prevail.

11.2 The agreements between you and us are subject to English law and to the exclusive jurisdiction of the English courts.

11.3 It is not intended that any third party (other than owners) should have the right to enforce any of these Terms of Business under the Contracts (Rights of Third Parties) Act 1999. It is intended that owners may enforce the terms and conditions contained in these Terms of Business against you.

Bank Details

Bank: Cater Allen

Account Name: Mr N A Day

Account Number: 53205558

Sort Code: 16-57-10

Please ensure your full name is used in reference to this payment.