



## Check in time is 4-5pm (unless otherwise agreed with The Barns Team)

**Dear Guests,**

**To kindly assist us with your arrival, please be kind enough to read the information below:**

- **Early check in** is subject to availability and can be requested by contacting us prior to your stay.
- Upon arrival, a member of The Barns team will be here to greet you, give you a quick tour of the property and outline our house rules before leaving you to get settled in. We ask if the lead guests can make their arrival known at the office. This is found on the right as you enter the driveway, up some stone steps.
- You may park your car next to the property you are staying in to unload your luggage, but once unloaded we ask all guests to park in the main car park, filling up from the back and not in front of The Barns office.
- All guests are asked to pay a **security deposit** for their stay. This can be paid prior to arrival by calling 07946 058130 or paid upon arrival. The amount depends on the property that you're staying in, and can be found in the Terms and Conditions. This will be held in our system for the duration of your stay and returned to you in full, providing there are no damages, no more than 48 hours after departure.
- **WiFi** - Network name: BarnsWifi Guests. Password: F4rmyard
- **Emergency Contacts:**  
Host Contact Number: 07946 058130, Host Contact Email: [info@thebarns.com](mailto:info@thebarns.com)
- **Accommodation Address:** The Barns at Upper House, Lyonshall, Kington, Herefordshire, HR5 3JN. What3Words: [///interview.rollers.voted](https://www.what3words.com/#!/interview.rollers.voted)

**We hope you have a wonderful stay at The Barns!**

If you have any questions and need assistance, please don't hesitate to contact us.

[info@thebarns.com](mailto:info@thebarns.com) | 07946 058130

the  
**barns**



**Check out time is 10am**  
(unless otherwise agreed with The Barns Team)

**Dear Guests,**

**We hope you have enjoyed your stay with us at The Barns! We want your departure to be as smooth as possible, so we have provided a few steps that we ask you to follow for an easy check-out process.**

**Kitchen:**

- Wash dishes or load and start the dishwasher.
- Empty the fridge of any leftover food (anything left over and unopened can be left and we will donate it to Kington Food Bank).
- Surfaces and floors are clean and tidy.

**Bathroom and Linen:**

- Place all used linens in the laundry bag provided, and place used bath robes and spa towels on the bathroom floor.
- Check all wardrobes and drawers for personal items.

**Bins & Recycling:**

- Empty your bedroom, bathroom and kitchen bins into the black bin outside the property.
- Ensure any recycled items are put into the green bins.

**General:**

- Note any small breakages on the blackboard and leave an appropriate amount in the honesty box. Please let one of the team know of any larger damages before leaving.
- Return all furniture to its original position.
- Switch off lights, close windows and doors.
- All keys are to be left in the doors, except external doors which are to be locked and keys should be put in the letter box positioned on the laundry door.

**Thank you for your cooperation! We hope to see you again soon.**

Please feel free to leave us a review using the QR code below.

the  
**barns**





## How To Find Us

The Barns at Upper House, Lyonshall, Kington, Herefordshire, HR5 3JN  
Grid Ref SO 33682 55532 | What3Words: [interview.rollers.voted](https://www.what3words.com/interview.rollers.voted)

### Directions if driving:

- **If you are coming from the North A49/ Leominster/A44** come into the village and pass The Royal George Pub (closed for refurbishment at present) on the A480.
  - There is a Z bend (two 90 degree corners) the first is at the pub and at the second go straight over onto a lane leaving the A480. This lane is signed to **Bollingham** and **Eardisley**.
  - Follow this lane for 180 yards, looking out for a stone barn on the right with an illuminated 'The Barns' sign up high on a stone wall.
- **If you are coming from the South A480/Hereford** Enter the village outskirts, downhill past Burgoyne's Transport & Marquees (on your left) and take the first left turn signed to **Bollingham** and **Eardisley**.
  - Follow this lane for 180 yards, looking out for a stone barn on the right with an illuminated 'The Barns' sign up high on a stone wall.

### Arriving by taxi:

If arriving by taxi then giving the information The Barns at Upper House and the postcode (HR5 3JN) will get you to the right destination.

### Arriving by train:

The nearest train station to The Barns is Hereford Train Station. A bus or taxi will be needed to get from the train station to The Barns.



## Noise Policy

We should make you aware that we have new neighbours in a luxury development of properties on the opposite side of the road, therefore due to the proximity of our neighbours we have implemented a noise policy. There is to be **no amplified music and any music played outdoors must be within daylight hours and no later than 9.00pm. Any music played indoors must be with doors and windows closed and turned off at 11.00pm at the latest.**

Included in the stay are Bose and Sonos speakers for our guests to use, we do however ask for them to be used responsibly and ask that our guests be mindful of our neighbours and only play music at a reasonable level. Please also note that the **hot tubs are closed between 9.00pm and 10.00am daily.**

We feel it is very important to make potential guests aware of this at the onset as we would not want you to be disappointed on arrival.

Please circulate this noise policy with all of your guests. **There is a £40 call-out charge** which we reserve the right to charge subject to any call-outs regarding the noise policy.

We thank you for your kind cooperation and consideration.

the  
barns

## BOOKING TERMS AND CONDITIONS FOR YOUR STAY AT THE BARNs AT UPPER HOUSE, LYONSHALL, KINGTON, HEREFORDSHIRE

These Terms and Conditions apply to lettings of holiday accommodation by F C Jones & Co  
(The Barns at Upper House).

### 1. Definitions

<b>“Booking Confirmation”</b>	_____	means the confirmation of booking provided to you when a booking has been accepted;
<b>“Booking Deposit”</b>	_____	means 25% of the Rent;
<b>“Booking Form”</b>	_____	means the accommodation Booking Form completed by you;
<b>“Booking Pack”</b>	_____	includes Booking Confirmation, Terms and Conditions, details of how to find us, a map of The Barns, Barns Overview, Bedroom Configuration, What’s Included in your stay, Privacy Notice, list of approved caterers and suppliers, hot tub instructions and a list of chargeable extras;
<b>“Bookings Manager”</b>	_____	means any authorised person acting for us who supervises the accommodation;
<b>“End Date”</b>	_____	means the last day of the Rental Period;
<b>“Guest”</b>	_____	means any person residing in the holiday Property;
<b>“Housekeeping Bond”</b>	_____	means security deposit payable for each group staying at The Barns;
<b>“Inventory”</b>	_____	means the inventory of fixtures, furniture and effects at the Property - a copy of which is kept at the Property;
<b>“Lead Guest”</b>	_____	means the first person on the Booking Form who accepts responsibility for the actions of their party;
<b>“List of Additional Charges”</b>	_____	means the list of charges applicable to any request for a Visitor to stay overnight at the Property;
<b>“Owner”</b>	_____	means F C Jones & Co (The Barns at Upper House);
<b>“Property”</b>	_____	means the holiday accommodation identified in the Booking Form together with the fixtures, furniture and effects specified in the Inventory;
<b>“Rent”</b>	_____	means the rent for the Property and accommodation specified in the Booking Form;
<b>“Rental Period”</b>	_____	means the rental period specifid in the Booking Form;
<b>“Start Date”</b>	_____	means the first day of the Rental Period;
<b>“Visitor”</b>	_____	means any person that you have invited to visit you at the Property, (who is not listed on the Booking Form) and who has permission from us to visit the Property;
<b>“writing”</b>	_____	means any written communication by email to: <a href="mailto:info@thebarns.com">info@thebarns.com</a>
<b>“we” “us” “our”</b>	_____	means F C Jones & Co (The Barns at Upper House);
<b>“you” “your”</b>	_____	means you.

## 2. Information about Us

1. F C Jones & Co trading as The Barns at Upper House is a Partnership, whose address is The Barns at Upper House, Lyonshall, Kington, Herefordshire HR5 3JN. Our VAT number is GB 282 561 450.
2. Our contact details are as follows:
  - a. You can contact us by post at: F C Jones & Co (The Barns at Upper House), Lyonshall, Kington, Herefordshire, HR5 3JN;
  - b. By emailing us at info@thebarns.com
  - c. By telephoning us on +44 (0)1544 208271.

## 3. The Contract

1. These Terms and Conditions govern the short-term holiday let of the Property by us to you and will form the basis of the Contract between us and you. Before submitting a Booking Request, **please ensure that you have read these Terms and Conditions carefully**. If you are unsure about any part of these Terms and Conditions, please ask us for clarification.
2. Nothing provided by us including, but not limited to, sales and marketing literature, price lists and other documents constitutes a contractual offer capable of acceptance. Your Booking Request constitutes a contractual offer that we may, at our discretion, accept.
3. Guests have the right to occupy the Property for a holiday only (within the meaning of Schedule 1, Paragraph 9 of the Housing Act 1988).
4. A legally binding contract between us and you will be created upon our acceptance of your Booking Request, indicated by our Booking Confirmation. Booking Confirmations will be provided in writing.

## 4. Booking requests and Payment of Booking Deposit

1. All Bookings will be subject to these Terms and Conditions.
2. A booking request is made by completing and submitting the Booking Form and paying the Booking Deposit.
3. You must pay the Booking Deposit to us within 7 calendar days of submitting the Booking Form together with a signed copy of these terms and conditions.
4. Once we have received the Booking Form and the Booking Deposit, we will send you a Booking Confirmation and Booking Pack. At this point a binding contract exists between us.

## 5. Booking Restrictions

1. At the time of booking, you, as the Lead Guest must provide us with the following information:
  - a. Your name, address and contact details, reason for stay;
  - b. A full list of residential guests and their ages, including room allocations, this must be supplied by the Lead Guest no later than 14 days prior to stay.
  - c. The number of persons accommodated overnight must not exceed 10 in the Old Byre, 9 in the Old Mill, 9 in the Hayloft, 13 in the Stables & Wainhouse and 7 in the Granary. Should the owner/manager find that additional persons to the named list of guests are staying in the properties, there will be a charge of £200 per person per night, which will be the responsibility of the lead Guest to pay.
  - d. Extra Day Guests, should you wish further guests above the allocated number to join you for the day (between 9.00am – 11.30pm), there is a charge of £25 per extra guest per day, please note that guest numbers **must not exceed 60 in total** in an Exclusive Use stay, due to fire and safety regulations and for insurance purposes. This must be agreed at the time of booking.
2. **Caterers and other external suppliers:**
  - a. We have an approved list of caterers and other suppliers which you may wish to use.
  - b. Where you intend to use caterers or other suppliers who are not on our approved list then you must provide their contact details and PL Certificate before arrival. Without this information, we may have to charge you for any damage, breakages or damage to the Property.
3. **Hen or Stag parties:** please discuss your booking request with us **before booking** if you wish to rent the Property for the purposes of celebrating a hen or stag party.

4. We reserve the right to decline your booking where your party is deemed to be unacceptable for any reason and/or the predominant age of your party is less than 30 years of age.
5. Should you wish any Visitor to stay at the Property either during the day and/or overnight then we may agree to this subject to the following conditions:
  - a. You must request and seek the Booking Manager's permission for any Visitor to stay overnight in the Property **before the Start Date of the Rental Period;**
  - b. You must pay an additional charge in accordance with the List of Additional Charges;
  - c. The Visitor must agree to and sign a copy of these Terms and Conditions;
  - d. The maximum number of nights that any Visitor can stay may be restricted to one night only;
  - e. We reserve the right to decline a request for a Visitor to stay overnight; and
  - f. Where a day guest is found to have stayed overnight without prior permission from us, the Lead Guest must pay a fee of £200 per guest per night.
6. Camper vans/Non-resident visitors: Overnight parking of camper vans is not permitted within the grounds surrounding the Property and the Owner's other properties and grounds.

## 6. Duration and times of Rental and departure

1. The Rental Period is for a maximum of 4 weeks and commences at 4.30pm on the first day of the Rental Period and ends at 9.30am on the last day of the Rental Period, (the day of departure), unless otherwise notified in writing by us.
2. The Rental Period cannot be exceeded unless us gives written approval. You will be liable for all costs of whatever nature incurred by an unauthorised extension.
3. On departure, to avoid cleaning charges, the Property must be left clean and tidy with all waste bins emptied and furniture/beds returned to their original position. All washing up must be done and dishwashers emptied. You may wish to use our Pack and Run Service (prices start from £125, £200 for Exclusive Use) it is not always available, details of which can be obtained from the Bookings Manager.

## 7. Payment of Rent

1. You must pay the balance of the Rent due to us at least 8 weeks before the Start Date.
2. Payment may be made to us by cheque, bank transfer or debit card. **We are unable to accept credit cards.**
3. Cheques should be made payable to F C Jones & Co. and may only be accepted if received at least 10 weeks before the Start Date. Cheques must not be post-dated.
4. Guests from outside the United Kingdom will be required to pay us by bank transfer, and we shall provide the necessary SWIFT/BIC codes for you.

## 8. Housekeeping Bond (Damages or breakages)

1. A Housekeeping Bond (the "**Bond**") is a condition of your Booking and is a security deposit to cover damages and/or breakages to fixtures and fittings. Your credit card number is required in the event of damage. An amount of £1000 is required for The Old Mill, Hayloft & Byre, and £600 for The Stables & Granary, or £1500 for an exclusive use stay. This amount is pre-authorized, it does not mean it will be taken from your account, only that your credit limit will be reduced by this amount. This is payable for each group of guests.
2. You must pay the Bond to us no later than 7 calendar days prior to stay the date on which the balance of the Rent is to be paid. The Bond will be held by us and applied against the cost of remedying any damage to the Property caused by you, any one in your party and any Visitor of yours.
3. The pre-authorized amount for your house-keeping bond will be cancelled should no damages be incurred. If damages are incurred up to this amount, then the monies will be taken from your card subsequent to your visit and after communication with yourselves.
4. Small kitchen breakages are not charged but we do ask for a contribution to our honesty box together with a note of the breakage so that we can replace the item.
5. The Bond will usually be returned to you within 48 hours following departure but no longer than 14 calendar days after the End Date, less any deductions made for the cost of remedying any damage.

6. **Care of Property:** You shall take all responsible care of the Property and its furniture, pictures, fittings and effects in or on the property and leave them in the same state of repair and condition and in the same clean and tidy condition at the end of the Rental Period as at the beginning of the Rental Period.
7. Where damage and breakages occur through you or your party's fault then you are liable to reimburse us for replacement, repair or any extra cleaning costs incurred.

## 9. Cancellation of your Booking

1. You may change your mind and cancel your Booking Request within 14 calendar days of making it. If you have already made any payments to us (including, but not limited to the Booking Deposit), the payment(s) will be refunded as soon as is reasonably possible, and in any event within 14 calendar days of our acceptance of your cancellation. Your request to cancel your Booking must be confirmed by you in writing. If you wish to cancel the Booking after this time period, or once the Rental Period has begun, please refer to clause 9.7 to 9.9 below.
2. In the event, that you wish to cancel the booking at any time before the Start Date we shall be entitled to charge you a £35 administration fee. Where you cancel your booking, we shall refund other sums paid by you subject to the deductions detailed under Clause 9.9 and Clause 9.10 below:
3. On the receipt of notice of cancellation, we will seek to re-let the property for the period of the booking.
  - a. If we succeed in re-letting the property for the whole period, we shall refund all the monies paid less the administrative charge of £35 per booking which will be payable by you.
  - b. If we only succeed in re-letting the property for part of the period booked we shall refund an amount equal to the money paid less the rental for the period which is not re-let plus an administrative charge of £35 which will be payable by you.
  - c. If we only succeed in re-letting the property for a lesser amount we shall refund an amount equal to the money paid by the new client less the administrative fee of £35 which will be payable by you.
  - d. If we are unable to re-let the property at all, then all monies paid you shall be forfeit to us.
4. If you have not paid the Rental Deposit in accordance with Clause 4 and the Housekeeping Bond by the date specified in Clause 8.2, you will be deemed to have cancelled the booking under Clause 9.8.
5. If the Booking Deposit has been made by you then we shall try to re-let the Property to another customer. We reserve the right to withhold your Booking Deposit if we are unable to re-let the Property.
6. **WE STRONGLY URGE YOU TO SEEK ADEQUATE TRAVEL INSURANCE COVER FOR YOUR STAY** (as you would if travelling abroad) to cover any circumstances or events including, but not limited to: Weather conditions, war, riot, state of emergency, act of God, travel restrictions, fire, redundancy, disease including COVID or any other virus; viral or bacterial infection, epidemic, pandemic, illness and/or death.

### **Our right to cancel:**

7. We may cancel the Rental for any reason before the start date of the Rental Period. If you have made any payment to us (including, but not limited to the Deposit), that/those sum(s) will be refunded to you as soon as is reasonably possible, and in any event, within 14 calendar days of our cancellation notice.
8. If any of the following occur, we may cancel the Contract immediately by giving you written notice:
  1. You fail to make a payment on time as required under Clause 4 and Clause 7 or
  2. We are unable to carry out our obligations due to an event outside of our reasonable control (Clause 13).
9. If cancellation occurs more than 6 months before the start date of the Rental Period, we will refund all sums paid including but, not limited to, your Rental Deposit.
10. If such cancellation occurs less than 6 months before the start date of the Rental Period, we will retain all sums paid and any outstanding balance of the Rent will become due and payable within 14 calendar days. This sum may be refunded in the event that we are able to re-let the Property (see clause 9.3);
11. If we cancel at any time all sums paid, including your Rental Deposit, will be refunded. Any and all refunds due will be made as soon as is reasonably possible, and in any event within 14 calendar days of our cancellation notice.

## 10. Our rights and obligations during the Rental Period

1. We agree that you may quietly possess and enjoy the Property during the Rental Period without any interruption from Us or any person claiming under or in trust for Us.
2. We shall provide adequate bed linen and towels at the Property.

## **11. Your obligations during the Rental Period**

### **You agree:**

1. to use the Property in a reasonable and careful manner, not allow it to deteriorate and keep it clean and tidy at all times.
2. to make good all damage caused to the Property (including the fixtures and fittings) or to any other property owned by us through:
  - a. any breach of the obligations set out in these Terms and Conditions;
  - b. any improper use by or negligence of you or any other Guest in your party or any Visitor at the Property.
3. to keep the items specified in the Inventory clean and in the same condition as at the commencement of the Rental Period (fair wear and tear and damage by insured risks only excepted) and shall make good or replace with articles of the same sort and equal value such as may be lost broken or destroyed (or at the option of us to pay compensation to Us).
4. to not block or otherwise damage the taps, baths, wash basins, toilets, cisterns or pipes within or exclusively serving the Property.
5. to keep the Property heated to a reasonable level during the winter months to prevent damage to the Property or the water pipes drains tanks and other plumbing apparatus by cold weather.
6. to report to us any damage, destruction, loss, defect or disrepair affecting the Property as soon as it comes to your attention.
7. to place all refuse in the receptacle(s) provided for the Property by us or any other competent authority.
8. to allow us and/or our agent or anyone with our written authority together with any workmen and necessary appliances to enter the Property at reasonable times of the day to inspect its condition and state of repair and to carry out any necessary repairs provided we have given reasonable notice (with regard to the work to be undertaken) beforehand and you shall not interfere with or obstruct any such persons.
9. in cases of emergency, allow us or anyone with our permission to enter the Property at any time and without notice.
10. to use the Property as a private holiday residence only for those Guests that are listed on the Booking Form.
11. to inform any Visitor that you may have, that they are subject to these Terms and Agreement and agree to the same. Any such visitor must have the Bookings Manager's permission to enter the Property.
12. to not do anything on the Property which may be a nuisance to or cause damage or annoyance to us or the tenants or occupiers of any adjoining property.

## **12. Good order, Nuisance and Noise Policy:**

1. You agree to keep all guests under a reasonable level of control. This obligation extends to noise levels, general behaviour and sobriety. This obligation also applies to any Visitors that you may have.
2. **Noise Policy:**
  - a. Noise must be kept to a reasonable level at all times. You must ensure that no noise escapes the Property.
  - b. Due to our location within a small village, we have neighbours within a close proximity, therefore we ask all Guests to be considerate when moving between the Barns late at night as noise carries more so at night time.
  - c. Breach of our Noise Policy could result in non-refund of the Bond and/or guests will be asked to leave the property.
  - d. Please do not play any music or musical instrument or other device outside after dark or no later than 9.30pm or before 8.00am.
  - e. Please do not play any music or musical instrument or other device indoors after 10:30pm or before 8.00am.
  - f. Please do not bring your own amplifiers or speakers, as they are strictly NOT ALLOWED. We shall provide speakers for you to use.
  - g. Please note that there are to strictly be NO fireworks, NO Chinese lanterns set off/released, NO confetti bombs/cannons, NO smoke machines or dry ice.
  - h. Please be advised the owners parents live in the adjacent farmhouse and all noise is monitored and recorded.
3. **Hot Tubs:**
  - a. Hot Tubs are open between the hours of 10:00am and 9:30pm only. Please do not use the hot tubs outside these times.
  - b. Hot tubs are designed to be used for a maximum of 7 people at any one time. Full instructions as to their use will be shared with the Lead Guest before or on arrival at the Property.

- c. The Lead Guest will be deemed to be responsible for the safe use of the hot tub during the course of your stay.
  - d. You must top-up the hot tub after use, our team will show you how.
  - e. If due to misuse, a failure to follow instructions or overloading of the hot tub we need to replace filters during your stay there will be a charge of £100 + **£40 call out fee** and the hot tub will be closed during the re-heat time.
4. You shall not use the Property for any illegal or immoral purposes.
  5. You shall not use the Property in a way which contravenes a restriction affecting the Owner's freehold (or superior leasehold) title which we have brought to your attention.
  6. You shall not cause or permit the use of any dangerous or inflammable substance to collect in or on the Property apart from those needed for general domestic use.
  7. You shall not display any notice or advertisement that is visible from outside the Property.
  8. **Pets:** The Barns are a working farm and we ask that you be mindful of other people and animals, including livestock, in the vicinity of the Property and other property. In addition:
    - a. Two pets are welcome to stay at the Property by prior arrangement and at an additional charge of £50 per pet; they are to be up to date on flea and worming treatments, must not be allowed on the furniture (sofas & beds).
    - b. Additional pets may be allowed but you must discuss this with us prior to booking;
    - c. Pets must not be allowed to roam free outside the Property in communal areas;
    - d. Pets must not be allowed to use communal areas for fouling. Our team will show you where you may walk your pets; and where to dispose of the poops.
    - e. Pets must not be left alone at the Property at any time.
  9. **Smoking Policy:** Smoking is not allowed inside the Property at any time. There are wall mounted ashtrays outside of each property for the disposal of cigarette butts.
  10. **Electric charging points:**
    - a. There are no charging points currently available at any of the properties at The Barns. The nearest charging point is in Kington Town 3 miles from the Barns.
    - b. We ask that you do **NOT** charge your vehicle from bedrooms or living areas as this is a health and safety risk and if it is raining damage may result to the Property; & is also a fire risk if located in close proximity to soft furnishings & curtains.
    - c. The wiring regulations (BS7671) have a very specific section regarding sockets for EV chargers they must have an earth rod mesh an earth rod network or an earth rod that has an extremely low impedance – we currently do **NOT** meet these requirements.
  11. You shall comply with any planning conditions affecting the Property that we may bring to your attention.
  12. You shall not assign or sublet the Property or any part of the Property and shall not part with possession or share occupation of the Property or any part of it.
  13. You shall not permit any person or Visitor to occupy the Property as a lodger. Only the number of Guests stated on the Booking Form may stay overnight in the Property.
  14. You shall not alter add to or interfere with the appearance structure exterior or interior of the Property or the arrangement of the fixtures furniture and effects belonging to the Owner.
  15. At the end of the Rental Period you shall remove your belongings from the Property and leave the Property clean and tidy so that the Property is ready for immediate re-occupation.

### 13. Liability

1. Nothing in these clauses excludes or limits the liability of the Owner:
  - a. for death or personal injury caused by the Owners' negligence; or
  - b. for any matter which it would be illegal for the Owner to exclude or attempt to exclude their liability.
2. If the Owner fails to comply with these Terms and Conditions, the Owner is responsible for losses which are a foreseeable result of their breach of these Terms and Conditions or their negligence, but the Owner is not responsible for any loss or damage that is not foreseeable. Loss or damage is foreseeable if it is an obvious consequence of the breach or if it was contemplated by the parties at the time the parties entered into a binding contract.
3. The Owner is not liable for business losses. The Owner only lets the Property for domestic and private use. If the Guest uses the Property for any commercial or business purpose the Owner will have no liability to you for any loss of profit, loss of business, business interruption, or loss of business opportunity.

## **14. Events Outside of Our Control (Force Majeure)**

1. We will not be liable for any failure or delay in performing our obligations where that failure or delay results from any cause, that is beyond our reasonable control. Such causes include, but are not limited to: power failure, internet service provider failure, strikes, lock-outs or other industrial action by third parties, riots and other civil unrest, fire, explosion, flood, storms, earthquakes, subsidence, acts of terrorism (threatened or actual), acts of war (declared, undeclared, threatened, actual or preparations for war), epidemic, pandemic (including Coronavirus and other viruses) or other natural disaster, or any other event that is beyond our reasonable control.
2. If any event described under this Clause 13 occurs that is likely to adversely affect our performance of our obligations:
  1. We will inform you as soon as is reasonably possible;
  2. Our obligations will be suspended and any time limits that we are bound by will be extended accordingly (where such extension is reasonably possible);
  3. We will inform you when the event outside of our reasonable control is over and provide any new dates, times or availability as necessary;
  4. If an event outside of our reasonable control occurs and you wish to cancel the Contract, you may do so in accordance with your rights to cancel under Clause 9. Any refunds due to you as a result of that cancellation will be paid to you as soon as is reasonably possible, and in any event within 14 calendar days of our acceptance of your cancellation;
  5. If an event outside of our reasonable control is likely to prevent us from making the Property available and providing the Property in time for the start date of the Rental Period, the Contract will be cancelled in accordance with our rights to do so under Clause 9.7 to 9.12 and you will be informed of the cancellation. Any refunds due to you as a result of that cancellation will be made as soon as is reasonably possible and in any event within 14 calendar days of our cancellation notice.

## **15. How We Use Your Personal Information (Data Protection)**

1. All personal information that we may use will be collected, processed, and held in accordance with the provisions of EU Regulation 2016/679 General Data Protection Regulation (“GDPR”) and your rights under the GDPR.
2. For complete details of our collection, processing, storage, and retention of personal data including, but not limited to, the purpose(s) for which personal data is used, the legal basis or bases for using it, details of your rights and how to exercise them, and personal data sharing (where applicable), please refer to our Privacy Notice available on request.

## **16. General**

1. Any obligation on you in these Terms and Conditions not to do an act or thing includes an obligation not to permit or suffer another person to do such act or thing.
2. Whenever there is more than one person comprising us or you their obligations may be enforced against all of them jointly and against each of them individually.
3. We may transfer (assign) our contractual rights and obligations to a third party (this may happen, for example, if we sell our business). If this occurs, you will be informed by us in writing. Your rights will not be affected, and our obligations will be transferred to the third party who will remain bound by them.
4. You may not transfer (assign) your rights and obligations without our express written consent, such consent not to be unreasonably withheld.
5. The Contract is between you and us. It is not intended to benefit any other person or third party in any way and no such person or party will be entitled to enforce any provision of these Terms and Conditions.
6. If any of the provisions of these Terms and Conditions are found to be unlawful, invalid or otherwise unenforceable by any court or other authority, that / those provision(s) shall be deemed severed from the remainder of these Terms and Conditions. The remainder of these Terms and Conditions shall be valid and enforceable.
7. No failure or delay by us in exercising any of our rights means that we have waived that right, and no waiver by us of a breach of any provision of these Terms and Conditions means that we will waive any subsequent breach of the same or any other provision.
8. An obligation in these Terms and Conditions to pay money includes an obligation to pay Value Added Tax in respect of that payment.

9. Under section 48 of the Landlord and Tenant Act 1987 you are hereby notified that notices (including notices in proceedings) must be served on us by you at the following address: - F C Jones & Co., The Barns at Upper House, Lyonshall, Kington, Herefordshire, HR5 3JN.

## **17. Governing Law and Jurisdiction**

1. These Terms and Conditions, the Contract, and the relationship between you and Us (whether contractual or otherwise) shall be governed by and construed in accordance with the law of England & Wales.
2. As a consumer, you will benefit from any mandatory provisions of the law in your country of residence. Nothing in Sub-Clause 16.1 above takes away or reduces your rights as a consumer to rely on those provisions.
3. Any dispute, controversy, proceedings or claim between you and us relating to these Terms and Conditions, the Contract, or the relationship between you and Us (whether contractual or otherwise) shall be subject to the jurisdiction of the courts of England, Wales, Scotland, or Northern Ireland, as determined by your residency.

## **Acceptance of these Terms and Conditions**

When you confirm your booking of the Property you must sign these terms and conditions and return them to us.

### **Declaration**

I have read and understand these Terms and Conditions and agree to comply with them and I will ensure that all guests in my party, shall also comply with these Terms and Conditions.

**Name of Lead Guest:** \_\_\_\_\_

**Signature of Lead Guest:** \_\_\_\_\_

**Date:** \_\_\_\_\_



# THE OLD BYRE BOOKING FORM

## Details of the person making the booking

Name: \_\_\_\_\_

Company (if applicable): \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

Telephone: \_\_\_\_\_

Email: \_\_\_\_\_

Reason for stay:

## Choice of Properties and Dates

Name of Property/ies: **The Old Byre**

Arrival Date:

Number of nights:

Number of adults:

Number of children:

Travel Cots Required:

Z Beds Required:

High Chairs Required:

(£75 per bed per stay)

Booster Seats Required:

Number of Pets:

Up to two pets welcome by arrangement (£50 per pet per stay, please fill in Pet Booking Form)

Gas Barbeques Required:

(available May to October @ £40 per BBQ per stay, includes gas and cleaning)

**Please let us know where you heard about us:**

We look forward to welcoming you.



the  
**barns**

T:+44 (0)1544 208271  
E:info@thebarns.com



## PET BOOKING FORM

Lead Guest Name: \_\_\_\_\_

Date of Stay: \_\_\_\_\_

### Your forthcoming holiday tenancy of The Barns at Upper House Pet Permission

Pet Name: \_\_\_\_\_ Breed: \_\_\_\_\_ Colour: \_\_\_\_\_

Pet Name: \_\_\_\_\_ Breed: \_\_\_\_\_ Colour: \_\_\_\_\_

### Our consent is conditional on the following terms being complied with:

1. A fee of £50 per pet per stay is payable in respect of the pet/s.
2. Pets are not permitted upstairs nor on beds or furniture.
3. Pets are not to roam freely in the car park, they are to be kept under control when entering and leaving the properties.
4. Pets must not be left unattended in the properties.
5. All pet refuse must be cleaned up as soon as possible and disposed of hygienically.
6. If the accommodation or any of its furniture or contents are made dirty or damaged by the pet/s you will be responsible for the cost of cleaning or repair.
7. Please adhere to the Countryside Code when out walking your dog/s.

Please sign and return one copy of this letter to confirm your acceptance of its terms.

I confirm my acceptance of the terms of this letter.

Signed: \_\_\_\_\_

Pet Owner/s



the  
barns

T:+44 (0)1544 208271  
E:info@thebarns.com

We look forward to welcoming you.