



# SWINMOOR

## BOOKING TERMS HOLIDAY LETS

Information for your stay at either The Granary, Garden Cottage, The Lodge or Swinmoor House @ Swinmoor, Canon Bridge, Madley, Herefordshire HR2 9JD

**BASIS OF CONTRACT** This Contract is made for a short-term holiday between Joanna and Paul Cobb (Cobb Estates) and the Client. The contract is entered into, when acknowledgement of the Clients deposit is made, at which stage the Client is agreeing to the Terms & Conditions sent in the booking pack.

The Client should carefully check all booking details, read the Booking Conditions thoroughly, and inform us immediately if there are any irregularities.

Only the number of guests stated on the booking form may stay overnight on the premises.

Any non-resident guests must have the managers permission and must adhere to the conditions with the bookings manager.

At the time of booking you must provide us with a list of the occupants in your party, which must include the name and age of each person.

**CAMPER VANS/NON RESIDENT GUESTS** - no overnight parking of camper vans is permitted within the property's curtilage and any non resident guests must have the Owners permission.

The Owner may withhold consent to changes in the party if, in their reasonable opinion, the change is materially detrimental to them.

**CANCELLATIONS** must be agreed either via phone conversation or by email to [joanna@swinmoor.co.uk](mailto:joanna@swinmoor.co.uk) and will only be considered cancelled if we respond in writing to confirm. If the deposit has been paid, we will endeavour to re let the property and reserve the right to withhold the Clients deposit at our discretion if we are unable to do so. If the balance is paid all monies from the Client shall be forfeit to Joanna and Paul Cobb (Cobb Estates) unless re letting is successful and the letting is approved by US, the deposit will not be refundable.

There is a £50 admin charge for all cancellations at whatever stage the booking is cancelled.

We strongly recommend you take out adequate insurance cover, should you for any reason cancel or be unable to take your stay with us, be this due to weather conditions, war, riot, state of emergency, act of God, travel restrictions, Covid, fire, redundancy, breakdown of relationship, illness or death. We would strongly recommend that holiday insurance be taken out to cover cancellation and loss or damage to personal effects.

If the property the Client has booked becomes unavailable or unusable for some reason prior to the date of a booking, then Joanna and Paul Cobb (Cobb Estates) obligation will be to use their best endeavour to find a suitable alternative property or to reimburse the Client for any monies paid.

**NOISE POLICY** We have a strict noise policy and don't allow loud music outside after 10.30pm. Please don't bring your own amplifiers or speakers, as only the speakers provided are permitted. Please keep music inside with windows and doors closed after 10.30pm You must be considerate to the neighbours of the Property at all times and more specifically during the early hours of the morning and late evening. Failure to do so may result in a termination of your stay.

**HOT TUBS** Full instructions are emailed to You (the lead guest) before arrival, and You are deemed the responsible person for the safe use of the Hot Tub during the course of Your stay. If due to misuse, failure to follow instructions or overloading of the hot tub we need to replace filters during your stay there is a charge of £85, and the hot tub will be closed during the re heat time. Guests must top up the tubs if the water level has dropped after use (there is a hose at the property for this purpose.)

**ELECTRIC CHARGING POINT** – Charging points are available at Swinmoor House and The Lodge, a rapid charging point is available on our farm for Garden Cottage to use – please enquire. Please don't charge from bedrooms and living areas as this is a Health & Safety risk, and if it's raining property damage may occur. There is a cost to charge on site.

**HEN / STAG / UNDER 25's** – please discuss this before booking, we reserve the right at any time to refuse a booking deemed unsuitable for the property

**DOGS** – Dogs are welcome by arrangement and a £25 charge per animal per week or part week with a maximum number per property (None allowed at The Granary, 2 at Garden Cottage, 3 at The Lodge and Swinmoor House). Please follow our guidance regarding clearing up fouling, keeping dogs on leads and local walks. Your pet must not be left alone at the Property at any time. Swinmoor Farm is a working farm and You must be mindful of other people and animals, including livestock, in the vicinity.

**HOUSEKEEPING BOND** (Damage or Breakages) of £500 may be requested, which will be refunded usually within 48 hours of departure. Small kitchen breakages are not charged but do let us know. Larger items we may ask for a contribution or full cost to repair / replace. Please inform us of any item that is broken, damaged or needing upgrade.

Articles found to be missing or broken from the house or garden area will be paid for by the hirer, as will damage to any fabric (reasonable wear and tear accepted). The owner will not be responsible for any loss or damage whatsoever to any property, including vehicles, belongings to the Hirer or any member of the party. The Hirer is responsible for the holiday accommodation and its equipment during the period of their stay. The accommodation, equipment, utensils etc. should be left in the same state of cleanliness and general order in which it was found. Any furniture or items moved including sun loungers must be returned to their original locations.

**CATERERS AND EXTERNAL SUPPLIERS** If you book a caterer not on our approved list, we must have their contact details and PI certificate before arrival. Without this information we may have to charge You for any breakages, missing items or damage

**PERIOD OF HIRE** Period of hire begins at 4pm on the day of arrival and ends at 10am on the day of departure unless otherwise agreed. To avoid cleaning charges, properties 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 please.

**LIABILITY** - Joanna and Paul Cobb (Cobb Estates) shall not be liable to the Client or third parties for any accident, damage, sickness, loss, injury expense or inconvenience, which may be suffered,

incurred, arise out of, caused directly or indirectly by or arising out of the use or condition of the House and its appearance, plumbing, gas, electrics, private water, exceptional weather conditions. The Company shall not be liable for any actions or omissions. The Company shall not be liable for any damage or loss caused to any belongs of the Hirer or the Party during the Hire Period. The Company shall not be liable for any losses, damages, injuries, additional expenses or sicknesses caused by using Third Party Services recommended by the Holiday Let Proprietor to take place at the premises – either booked on behalf of the Guest / or booked directly by the Guest.

**COMPLAINTS** - Should You wish to make a complaint during the Rental Period, You should notify Us promptly, so that every attempt can be made to resolve the issue as soon as possible. Any unresolved complaint must be lodged in writing to Us within 14 days of the end of the rental period

**DURATION**- Our changeover day is Friday. Weekly and Weekend are available (i.e. starting on Friday). We also offer a mid-week options and 2 night weekend option although these are not available in high season and school holidays. We can offer other length breaks or different start / finish dates but please contact us to discuss.

**PRICES** Our prices are in GB Pounds, inclusive of VAT at the current rate. They are fully inclusive of everything you will need for a comfortable holiday, including electricity, heating, bed linen, and hand, bath, hot tub towels and dressing gowns.

**PAYMENTS** A deposit of One third is payable when booking. The balance is payable nine weeks before the arrival date. If a booking is made within nine weeks of the arrival date, the rental must be paid in full immediately. Bank Transfers payable to Cobb Estates.

**SMOKING** Smoking is not permitted inside any of the properties.

**CONTRACT** All bookings are subject to final written confirmation. Please contact us if you have any questions.

**TOWELS / BED LINEN** Where towels and bed linen are provided, this is for your convenience and comfort and we ask that you take special care when using them, so as not to damage or permanently stain them. The use of self-tanning lotion/fake tan/hair dye is a particularly common example of something that causes permanent stains. If permanent staining is found on linen, towels, carpets or upholstery this will be charged to the Guest.

**ACTIVITY** You agree to not carry out any manner of illegal or immoral activity or business during your stay at the property or its location.

**WEBSITE** The information given on this website is given in good faith. We reserve the right to make changes in the interest of improvement. All links to external websites are provided for interest only, we cannot be held responsible for the content of these websites. We make every effort to ensure that the description of the House (as appears on its Website) is accurate and up to date and it does make every effort to update the descriptions for any material changes made to the House. However, we shall not be held responsible for any minor discrepancies in the House from the descriptions on its Website or any changes made to the House after the date of the Booking Enquiry.

Occasionally the exteriors, furniture, furnishings, and room layouts of the House may differ from the photographs on the Website due to wear and tear/damage and changes/updates.

**MAINTENANCE** Grass cutting, gardening, window cleaning and maintenance works etc may from time to time be carried out by or on behalf of the Company during the Hire Period. However, where possible the Company will try to accommodate the Hirer's reasonable requirements if they are aware of them and will try to carry out all such works with the least disruption to the Hirer and the Party as far as reasonably possible.

**PERSONAL INFORMATION** All personal information collected through the forms in this website will be used only for the purpose intended, eg to answer an enquiry or to process a holiday booking. Personal information will not be retained for longer than is necessary to satisfy the enquiry or booking made, or legal requirements for insurance and accounting records. We will not pass your personal details to third parties without your permission.

Forgotten items Found items after departure are always reported to the manager. Last guests are always contacted. Unclaimed items are kept for one month only.

**WiFi** We do provide free Wi-Fi, however we cannot guarantee a consistent service or to extend to every corner of each building / outside.

## **WIFI TERMS & CONDITIONS INTERNET USAGE AND WIFI TERMS AND CONDITIONS**

1. Extent of the Service 1.1 The use of Internet Services is carried out entirely at your own risk.

1.2 We have no responsibility for, or control over, the Internet Services you access and do not guarantee that any services are error or virus free.

1.3 We have no responsibility for, or control over, the information you transmit or receive via the Service.

1.4 Save for the purposes of network diagnostics we do not examine the use to which you put the Service or the nature of the information you send or receive

1.2 We do not guarantee:

1.2.1 the availability of the Service;

1.2.2 the speed at which information may be transmitted or received via the Service;

or 1.2.3 that the Service will be compatible with your equipment or any software which you use.

1.3 Whilst we take reasonable steps to ensure the security of the Service and to prevent unlawful access to information transmitted or received using the Service, we do not guarantee the security of the information which you may transmit or receive using the Service or located on any equipment utilising the Service and you accept that it is your responsibility to protect your information and have adequate security (in terms of equipment and procedures) to ensure the security, integrity and confidentiality of your information and data. 1.4 We reserve the right at all times to withdraw the Service, change the specifications or manner of use of the Service, to change access codes, usernames, passwords or other security information necessary to access the service.

2. Your Use of the Service

2.1 You must not use the Service to access Internet Services, or send or receive e-mails, which:

2.1.1 are defamatory, threatening, intimidatory or which could be classed as harassment;

2.1.2 contain obscene, profane or abusive language or material;

2.1.3 contain pornographic material (that is text, pictures, films, video clips of a sexually explicit or arousing nature);

2.1.4 contain offensive or derogatory images regarding sex, race, religion, colour, origin, age, physical or mental disability, medical condition or sexual orientation;

2.1.5 contain material which infringe third party's rights (including intellectual property rights);

2.1.6 in our reasonable opinion may adversely affect the manner in which we carry out our business;  
or

2.1.7 are otherwise unlawful or inappropriate;

2.2 Music, video, pictures, text and other content on the internet are copyright works and you should not download, alter, e-mail or otherwise use such content unless certain that the owner of such works has authorised its use by you.

2.3 We may terminate or temporarily suspend the Service if we reasonably believe that you are in breach of any provisions of this agreement including but not limited to clauses 2.1 to 2.3 above.

2.4 We recommend that you do not use the service to transmit or receive any confidential information or data and should you choose to do so you do so at your own risk.

2.5 The Service is intended for consumer use only. In the event that you use the Service for commercial purposes we would specifically refer you to clause 5.2 below.

### 3. Criminal Activity

3.1 You must not use the Service to engage in any activity which constitutes or is capable of constituting a criminal offence, either in the United Kingdom or in any state throughout the world.

3.2 You agree and acknowledge that we may be required to provide assistance and information to law enforcement, governmental agencies and other authorities. 3.3 You agree and acknowledge that we may keep a log of the Internet Protocol ("IP") addresses of any devices which access the Service, the times when they have accessed the Service and the activity associated with that IP address. 3.4 You further agree we are entitled to co-operate with law enforcement authorities and rightsholders in the investigation of any suspected or alleged illegal activity by you which may include, but is not limited to, disclosure of such information as we have (whether pursuant to clause 3.3 or otherwise), and are entitled to provide by law, to law enforcement authorities or rights-holders. 4. Other Terms

4.1 You agree to compensate us fully for any claims or legal action made or threatened against us by someone else because you have used the service in breach of these terms and conditions, and in particular clause 2.1 to 2.3 and 3.1 above. 4.2 Whilst we do not seek to limit our responsibility for fraudulent misrepresentation or if you are injured or die as a result of our negligence we have no responsibility (to the extent permitted by law) to compensate you (whether or not we are negligent) for any direct financial loss, loss of profit, revenue, time, anticipated savings or profit or revenue, opportunity, data, use, business, wasted expenditure, business interruption, loss arising from disclosure of confidential information, loss arising from or in connection with use of the service or inability to use or access the service or a failure, suspension or withdrawal of all or part of the service at any time or damage to physical property or for any other similar direct loss that may arise in relation to this agreement whether or not we were advised in advance of the possibility of such loss or damage.

I confirm that by booking accommodation at Swinmoor, I accept these terms and conditions.



# SWINMOOR

## HOLIDAY LET BOOKING FORM

**Swinmoor, Canon Bridge, Madley, Hereford, HR2 9JD**

Please forward to Mrs. Joanna Cobb at above address or email [joanna@swinmoor.co.uk](mailto:joanna@swinmoor.co.uk)

Please circle or delete as appropriate which property you are booking:

Swinmoor House      Garden Cottage      The Lodge      The Granary

LEAD BOOKER NAME:

ADDRESS:

MOBILE & LANDLINE TELEPHONE:

EMAIL:

TOTAL NUMBER OF PERSONS IN PARTY:      ADULTS:      CHILDREN:

AGES OF CHILDREN: (No Under 13's at The Granary)

IS A COT or HIGH CHAIR required?

ANY DOGS: £20 per dog per week / part week. GC max 2 dogs, SH / Lodge max 3 dogs, Granary none:

DATES REQUIRED:

TOTAL HIRING CHARGE AS QUOTED £

I HAVE PAID A PAYMENT OF £      deposit (Payable to Cobb Estates)

AMOUNT OF BALANCE IF 9 WEEKS BEFORE OUR ARRIVAL DUE £

(Full amount required if booked less than 9 weeks before arrival date, please delete as applicable).

I DECLARE THAT I HAVE READ THE CONDITIONS OF HIRE AND AGREE TO BE BOUND BY THEM.

SIGNED:

DATED: