



Booking Terms and Conditions

These terms are between you and us.

1. DEFINITIONS

1.1 When the following words with capital letters are used in these Terms, this is what they will mean:

Arrival Date	the date and time on which your Booking will begin and the Property will be made available to you.
Balance Due Date	6 weeks before your Arrival Date.
Booking	the confirmed reservation of the Property to commence on the Arrival Date and end on the Departure Date.
Booking Confirmation	the written acceptance from us of the Booking Reservation which may include more information such as details around arrival and departure, directions, House Rules, EV Policy etc.
Booking Deposit	30% of the Booking Price required when making your Booking Reservation.
Booking Price	as set out on our Website and confirmed in the Booking Confirmation.
Booking Reservation	your request to book a Property.
Business Day	a day other than a Saturday, Sunday or public holiday in England when banks in London are open for business.
Contact Details	the details found on the Contact Us page of our Website and which will be set out in all communication between us and you when in written form.
Departure Date	the date and time on which your Booking will end and you must vacate the Property.
Electric Vehicle Policy	our policy for electric vehicle charging as made available on our Website.



Events Outside of the Parties Control as defined in clause 9.

Group the named individuals attending the Property subject to these Terms.

House Rules a separate document provided to you at the time of the Booking Confirmation and therewith forming our contract.

Permitted Pets any animal attending the Property (other than assistance animals).

Property the property provided for holiday letting purposes, details of which have been made available on the Website and includes the outside spaces belonging to the Property.

Returnable Breakage Deposit a fee of £100 is taken prior to the Arrival Date and held as agreed at booking confirmation throughout the duration of the Booking in case damage is caused to the Property.

Terms the terms and conditions on which your Booking is supplied to you (also referred to as Booking Terms), being this agreement and any other documentation referred to in this agreement which constitute our overall contract.

Website www.topbarnwales.com together with other websites which may be used by us from time to time.

We/our/us Cathy and David Edge, Top Barn and Long Barn Wales, 33 The Kymin, Monmouth NP25 3SE

You/your the individual who makes the Booking Reservation, who must be over the age of 18.

- 1.2 When we use the words “writing” or “written” in these Terms, this includes email but does not include facsimile or any messaging service or platform.
- 1.3 Unless the context otherwise requires, words in the singular shall include the plural and vice versa.
- 1.4 If any of these Terms conflict with any term contained within the Booking Confirmation, these Terms will take priority.



2. OUR CONTRACT WITH YOU

- 2.1 Please ensure that you read these Terms carefully, and check that the details on the Booking (including the Arrival Date and time, number of guests etc) are complete and accurate before you submit the Booking Reservation.
- 2.2 These Terms will become binding between us once we issue you with the Booking Confirmation.
- 2.3 Your Booking is accepted only once we issue a Booking Confirmation.
- 2.4 The maximum number of people who can stay in the Property under the terms of the Booking will be confirmed in the Booking Confirmation.
- 2.5 You agree not to arrive at the Property before the Arrival Date and to depart from the Property no later than the Departure Date. The Property will not be available at any time outside of the times reserved by you and set out in the Booking Confirmation and you may be charged if you do not leave by the agreed time on the agreed Departure Date.
- 2.6 All illustrations, photographs and other imagery displayed are for illustrative purposes only and décor and layout are subject to change and no warranty or other representation is made as to the quality of the Property by us via the Website.
- 2.7 As lead for the Group, you are liable for the acts and/or omissions of all individuals or animals attending the Property whether permitted by us or not.
- 2.8 The Property is provided for holiday letting purposes only for the specified period, as detailed in your Booking Confirmation. For the avoidance of doubt, these Terms do not create a landlord and tenant relationship between you and us and you will not be entitled to any:
 - 2.8.1 a tenancy;
 - 2.8.2 the right to sub-let the Property in part or in whole;
 - 2.8.3 an assured shorthold or tenancy (AST); or
 - 2.8.4 any statutory protection either under the Housing Act 1988 or by way of a statutory security of tenure.

3. ENJOYING THE PROPERTY

- 3.1 Access to the Property is subject to adherence to these Terms and House Rules, which are contained in a separate document and form part of these Terms.



- 3.2 Your use and enjoyment of the Property must be solely in accordance with these Terms, the House Rules and any signage, guidance on use, safety or operational instructions given to you by us. You hereby acknowledge that enjoyment of the Property and grounds is at your own risk.
- 3.3 During your Booking at the Property, you shall take proper care of the Property and its contents during your Booking you may lose your Returnable Breakage Deposit and/or receive an invoice for any damage caused or loss suffered if the Property and its contents are not left in the same state in which they are found at your Arrival Date. You shall report to us any damage, destruction, loss, defect, or disrepair affecting the Property as soon as it comes to your attention, to allow us to investigate and take steps to rectify where deemed necessary.
- 3.4 Internet access is offered on the basis that it is provided for recreational use only. Neither a minimum speed, unrestricted bandwidth nor uninterrupted provision of access is guaranteed, and we will not be liable for any form of compensation or expenses claimed by you in respect of the provision or quality of internet connectivity.
- 3.5 Any recommendations for third party services, establishments and amenities made by us are our personal recommendations only and do not guarantee any level of service or quality.
- 3.6 It is your sole responsibility to ensure that the Property is suitable for you and your Group's needs ahead of making your Booking Reservation.
- 3.7 We reserve the right to request your immediate departure without refund where you have in our sole discretion acted unreasonably, illegally, immorally or in a manner which may impair the enjoyment, comfort or health of other parties or causes, or is likely to cause, damage to the property.
- 3.8 We, or an authorised representative or agent acting on our behalf (including but not limited to tradespeople), reserve the right to enter the Property at any time for the purpose of inspection or to carry out any repair deemed necessary to the Property or its contents.
- 3.9 All belongings and vehicles are left at the Property at your own risk. Please ensure all of your belongings are removed by the Departure Date as the return of any of your lost property cannot be guaranteed and will incur charges to post to you.
- 3.10 There is a dedicated electric vehicle charging point (referred to as a DCP) at the Property to be used by electric vehicles only, and in accordance with our Electric Vehicle Policy.



- 3.11 Third party providers (e.g. caterers, private chefs, entertainers etc.) are not permitted at the Property without our prior written permission.

4. PETS

- 4.1 Only Permitted Pets or registered assistance animals are permitted to stay in the Property.
- 4.2 Where pets that are not permitted but have been brought with you for the Booking, we reserve the right to request immediate departure.
- 4.3 We reserve the right to refuse admission or request immediate departure from the Property to anyone who their Permitted Pet is considered to be, in our sole discretion, a nuisance or danger to others. No refund will be due.
- 4.4 You will be liable for any damage caused by animals or parasites introduced by your Permitted Pets.
- 4.5 We are not liable for any allergies that are affected as a result of pets present in a previous occupancy.

5. PRICE AND PAYMENT

- 5.1 The Booking Price will be based on your Booking Reservation and confirmed in your Booking Confirmation.
- 5.2 Where your Booking Reservation is before the Balance Due Date, you must pay a minimum Booking Deposit as notified to you upon submitting the Booking Reservation. The remaining balance of the Booking Price must be paid by the Balance Due Date.
- 5.3 Where your Booking Reservation is made after the Balance Due Date, you must pay the full balance of the Booking Price at the time of making a Booking Reservation.
- 5.4 No entry to the Property will be permitted where payment of the full Booking Price has not been made.

6. OUR LIABILITY TO YOU

- 6.1 No party can exclude or limit in any way their liability where it is illegal to do so, and this contract does not seek to exclude or limit liability which cannot be excluded or limited by law.
- 6.2 If we fail to comply with these Terms, we are responsible for loss or damage you suffer that is a foreseeable result of our breach of the Terms or our negligence. We are not



responsible for any loss or damage that is not foreseeable. Loss or damage is foreseeable if they were an obvious consequence of our breach or if it had been brought to our attention by you before the loss or damage occurred. For the avoidance of doubt, we are not responsible for any transport and/or alternative accommodation costs.

6.3 We make the Property available for domestic and private use only. You agree not to use the Property for any commercial, business or re-sale purpose, and we have no liability to you for any loss of profit, loss of business, business interruption, or loss of business opportunity.

6.4 We do not have any responsibility or liability to you (other than as outlined above) for loss of or damage to any of your items, belongings, pets or vehicles, howsoever caused.

7. YOUR RIGHTS TO CANCEL AND APPLICABLE REFUND

7.1 We strongly recommend that you take out an appropriate travel insurance policy before placing your Booking Reservation.

7.2 You may cancel a Booking before the Arrival Date by contacting us in writing using the Contact Details. A Cancellation Fee will be charged if you cancel your booking.

7.3 Your liability for Booking Price is dependent on the Property and period of notice that you give us, as set out below. The time and date of the cancellation is when we receive written notice from you.

Number of days before Arrival Date that notification of cancellation is received	Percentage of Booking Price payable by you
Prior to Balance Due Date	30% (the Booking Deposit)
Between 4 weeks and 6 weeks	60%
Between 2 weeks and 4 weeks	85%
Less than 2 weeks	100%

7.4 We will confirm your cancellation with you in writing and notify you of any payment or refund due to you at that time.

7.5 If you cancel your Booking, we will try and re-let the Property. If we are able to re-let the Property, we will refund money paid less our administrative costs and subject to any difference in price between the Booking Price and the re-let price.



- 7.6 Please note that if you need to cancel because you are ill, including where you are showing symptoms of illness (for the avoidance of doubt this includes Covid19 and/or self-isolating due to any other contagious condition), this will be treated as a cancellation by you.
- 7.7 If you depart voluntarily from the Property before the Departure Date, no refund shall be given. Similarly, if you fail to show for your Booking this will be regarded as a cancellation on the arrival date and will not be refundable. For example: self-isolation or quarantine, performing statutory duties or mandatory obligations (such as jury duty, military service, incarceration), changes in personal or work circumstances, family emergencies, travel delays, vehicle breakdown, and delays with public transport will all be treated as cancellation by you in accordance with this clause.

8. OUR RIGHTS TO CANCEL AND APPLICABLE REFUND

- 8.1 We may have to cancel a Booking before the Arrival Date of your Booking due to an Event Outside of the Parties Control. We will promptly contact you if this happens.
- 8.2 If we have to cancel a Booking under clause 8.1 and you have made any payment in advance for your Booking that have not been provided to you, we will refund these amounts to you in full.
- 8.3 We may cancel your Booking at any time with immediate effect by giving you written notice if you:
- 8.3.1 do not pay us when you are supposed to; or
 - 8.3.2 breach the contract in any other material way, including but not limited to any of the terms of clause 3 or the House Rules.

We shall not be liable for any refund if we cancel the contract under 8.3.2.

9. EVENT OUTSIDE OF THE PARTIES CONTROL

- 9.1 Neither party shall be in breach of this agreement nor liable for delay in performing, or failure to perform, any of its obligations under this agreement if such delay or failure result from events, circumstances or causes beyond its reasonable control.
- 9.2 An Event Outside our Control includes, but is not limited to: strike, civil unrest, civil emergencies, government prohibition or restriction on all or part of the economy or trade including local lockdowns, pandemic, epidemic, environmental disaster, domestic appliance failure, temporary invasion of pests or utilities failure or interruption. An Event Outside our Control also includes extreme weather (including but not limited to snow and ice, high winds and flooding).
- 9.3 In the event of a pandemic, epidemic or restriction of the movement of peoples as dictated by the government or public authority, we reserve the right to issue specific



terms at such a time via the Website and will communicate this to you via the contact details provided us.

- 9.4 Should an Event Outside our Control occur which means the Property cannot be provided to you, we will let you know as soon as possible so a refund can be arranged for you.

10. HOW WE MAY USE YOUR PERSONAL INFORMATION

We will use the personal information you provide to us in accordance with our Privacy Policy as detailed on our website.

11. CHANGES TO BOOKING OR TERMS

- 11.1 We may revise these Terms from time to time.
- 11.2 If we have to revise these Terms under clause 11.1, we will give you at least fourteen (14) days written notice of any changes to these Terms before they take effect, or as much notice as possible where your Arrival Date is less than fourteen (14) days before the date of the change.
- 11.3 If you wish to change the dates of your Booking or amend your Booking in any way, please contact us via our Contact Details. We cannot guarantee that your requests will be accommodated and reserve the right to charge for any differences in price.

12. OTHER IMPORTANT TERMS

- 12.1 We may transfer our rights and obligations under these Terms to another individual or legal entity, but this will not affect your rights or our obligations under these Terms.
- 12.2 Except for you and us, no other person shall have any rights to enforce any of these Terms.
- 12.3 Each of the paragraphs of these Terms operates separately. If any court or relevant authority decides that any of them are unlawful, the remaining paragraphs will remain in full force and effect.
- 12.4 If you fail to perform your obligations under these Terms and we do not enforce our rights against you, this does not mean we have waived our rights against you. If we choose to waive any of our rights under these Terms you will be informed in writing.
- 12.5 These Terms are governed by the law of England and Wales. All parties agree to submit to the non-exclusive jurisdiction of the English courts. However, if you are a resident of Northern Ireland you may also bring proceedings in Northern Ireland, and if you are a resident of Scotland, you may also bring proceedings in Scotland.



Electrical Vehicle Charging Policy

We provide an EV charger at the Long Barn for guest use and this policy applies to the dedicated charging point (DCP) at this property. No charging facilities are available at Top Barn although it may be possible at times for guests from the Top Barn to use the EV charger located at Long Barn should they need to. Charges are applied for the use of the EV charger.

The charger is connected to a cloud server that is linked to the Tap Electric charging app. Tap also has roaming agreements with other providers so you may find that your usual EV charging app may find the charger. Otherwise guests will need to download the Tap Electric app in order to access the charger.

1. Definition

- 1.1 When the following words with capital letters are used in these Terms, this is what they will mean:

Booking	as defined in the Booking Terms and Conditions.
Booking Confirmation	as defined in the Booking Terms and Conditions.
Booking Terms and Conditions	the terms and conditions on which your Booking is supplied to you. This EV Policy together with the Booking Terms and Conditions, also referred to as the Booking Terms, and the House Rules form the contract between us and you.
Dedicated Charging Point (DCP)	an electrical power source to which an EV can connect to charge. It is not a domestic internal or external three pin socket used for normal electric appliances and devices.
Electric Vehicles (EV)	for the purpose of this policy an EV is any vehicle that uses electric motors, either fully or partially, to drive its wheels. It will derive some or all of its power from rechargeable batteries which requires a connection to the electricity grid (plug-in). This includes fully chargeable and plug-in hybrid cars, motorbikes, buggies, scooters, mopeds, bicycles, utility vehicles and tracked vehicles.
EV Policy	the terms and conditions on which our electric charging facility is made available for your use, being this policy and any other documentations referred to herein.
Group	as defined in the Booking Terms and Conditions.
Owner (We/Our/Us)	Cathy and David Edge, Top Barn and Long Barn Wales, 33 The Kymin, Monmouth NP25 3SE



Owner's Representatives	representatives of the Owner including but not limited to housekeepers, caretakers and contractors who may visit the Property from time to time on the Owner's instruction.
Permitted Visitors	individuals invited to visit the Property by you and/or your Group, with our express permission.
Property	as defined in the Booking Terms and Conditions. The DCP is located at Long Barn Wales.
User	individuals who are permitted to use the EV charging facilities in accordance with this EV Policy.
Website	www.topbarnwales.com
You/Your	as defined in the Booking Terms and Conditions.

2. About this policy

- 2.1 This EV Policy sets out how EV's should be charged while at the Property and the responsibilities of Users in respect of safe charging.
- 2.2 Any reference to Property in this policy includes any garden, grounds, outbuildings, garages or communal spaces at the Property.
- 2.3 This EV Policy forms part of your contract with us and is to be read in conjunction with the Booking Terms and Conditions. A breach of the EV policy will constitute a breach of contract.

3. Who does this EV Policy apply to?

This EV Policy applies to all members of the Group and such other Permitted Visitors to the Property. It shall be your responsibility to inform all members of the Group and any Permitted Visitors of this policy and ensure compliance.

4. Domestic chargers are not permitted at the Property

- 4.1 Most EVs are supplied with a domestic charger, commonly known as a 'granny charger' or a 'trickle charger'. These cables recharge the EV using a domestic power source via a 3-pin wall socket.
- 4.2 Domestic chargers are, under no circumstances, permitted to be used at the Property and will create a fire hazard and may invalidate our property insurance. **The use of domestic chargers is strictly forbidden.**



- 4.3 We, and the Owner's Representatives, retain the right to carry out reasonable inspection, on a without notice basis, to ensure that granny chargers are not in use in the Property.
- 4.4 In the event that you, the Group, or any Permitted Visitor are found to be using a domestic charger (commonly known as a 'granny charger' or a 'trickle charger') in the Property, despite the strict prohibition as stated in clause 4.2, such action will be considered a serious breach of these terms.
- 4.5 Upon confirmation of such unauthorised use, the Booking will be subject to immediate cancellation. This cancellation will be enforced without a refund of any amounts previously paid.
- 4.6 You are solely liable for any damage or loss suffered by us as a result of your, the Group's or Permitted Visitor's unauthorised use of domestic chargers.

5. Dedicated Charging Points (DCPs)

- 5.1 Details of the Property's DCPs are set out on the Website and full instructions and safety guidance are available at the Property. It is the user's sole responsibility to supply a suitable charging cable to use the DCP.
- 5.2 DCPs are exclusively for the use of us, you, the Group and the Owner's Representatives. Permitted Visitors to the Property who are not part of the Group are not permitted to use the DCP facilities without our express permission.
- 5.3 Use of the DCPs is subject to either a fixed charge, metered charge or 'per use' charge, set out on the Website and communicated to you by us.
- 5.4 Where use of the DCPs is subject to a fixed charge, such charge shall be applied to the Booking and must be paid at least 24 hours in advance of the day of your arrival at the Property, in accordance with the Booking Terms and Conditions. This fixed charge will be non-refundable from 24 hours prior to the day of your arrival at the Property.
- 5.5 Where use of the DCPs is subject to a 'per use' charge, we will confirm the method of payment prior to your Booking.
- 5.6 Use of the DCPs will not be permitted where payment has not been received in accordance with this clause 5.
- 5.7 DCPs are subject to fair usage and we reserve the right to charge a reasonable fee where usage exceeds a fair amount.
- 5.8 You must not:



- (a) allow anyone to use a DCP if they are not authorised to do so;
- (b) allow children under the age of 18 to access the DCP;
- (c) use any splitting cables or modify the DCP in any way;
- (d) smoke in the vicinity of any DCP;
- (e) use the DCP for any commercial EV such as a taxi, ridesourcing or ridesharing EV (such as Uber, Lyft or similar services); delivery or transport EVs including buses or for any other commercial venture.

- 5.9 We do not guarantee the availability of a DCP and unavailability of the DCP shall not constitute a breach of the Booking Terms and Conditions. Information regarding the nearest public charging points is normally included within the property information document. We do not accept liability for any consequence arising from the failure of the EV to charge.
- 5.10 Authorisation for your use of a DCP during the Booking must be obtained prior to Booking in writing by us and will typically be provided in the Booking Confirmation. We reserve the right to withdraw this authority at any time and for any reason.
- 5.11 Use of the DCP is at the risk of the User, we do not accept any liability for loss or damage sustained by the user or their EV as a result of using the DCP unless the damage was caused directly by our negligence.

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House Rules

Whilst using the Property, please adhere to the following House Rules:

- You are responsible for the supervision of all members of your party including those under the age of 18 at all times.
- Please respect the local community and keep the noise levels to a minimum, especially between the hours of 11pm and 8am.
- Smoking (including e-cigarettes and vapes) is not permitted inside the Property.
- No visitors are allowed to stay at the Property. If you wish to invite additional visitors during your stay, please contact us.
- We welcome well behaved pets and refer guests to our Pet Policy which can be found on the footer of each page of our website.
- Fire risks including candles, fireworks, lanterns are not permitted at the Property.
- We recognise that guests may wish to use a drone to record their visit. We request that guests respect the privacy of our neighbours and therefore do not fly their drone outside the curtilage of the plot and follow The Drone Code as issued by the CAA which can be found at https://register-drones.caa.co.uk/drone-code/the_drone_code.pdf
- We provide an EV charger for guest use at the Long Barn. Please refer to the EV policy document on our website. You are not permitted to use domestic power sockets to charge an electric or hybrid vehicle, including electric bikes and scooters.
- We offer guests the option of using a fire pit during their stay. Please refer to the guidance we provide so that everyone stays safe.





Guidance For The Use Of Firepits

Before you light your fire

- Make sure that your firepit is steady to minimise the risk of it toppling over.
- Please do not place the firepit on the grass. Always make sure it is located on a hard surface.
- Check the local weather and wind direction before lighting your fire. Make sure that anything downwind that's flammable is moved.
- Before you light your fire make sure you have a way to put it out at hand, keep a bucket of water, sand or garden hose nearby just in case.

Be a good neighbour

- When burning anything please consider the effect the smoke may have on you neighbours. This may include breathing difficulties or even the impact on washing hung outside.
- Be willing to extinguish your fire. If a neighbour is being affected by your fire please don't take it personally. The considerate thing to do would be to extinguish the fire and relieve their discomfort.

Lighting your firepit

- Never use chemicals such as petrol to start your fire, instead use kindling to create small fire and then slowly add the larger wood.
- Make sure that you use kiln dried wood to reduce the risk of sparks and smoke. We provide bags of wood at a charge for use on the firepits and wood burner. Never use painted, coated or pressure treated wood as these can release toxic chemicals into the air.
- Never burn things like plastic, rubber or general waste, these can also release toxic chemicals into the air.

Keep children at a safe distance

- Children should not play near any fire.
- Make sure children are properly supervised and warn your guests of the dangers too.



Enjoying your firepit

- Never leave any fire unattended.
- Fire and alcohol don't mix. Don't drink too much alcohol if you are in charge of the fire.
- It is good practice to set a 'safe zone' around your firepit and make sure that children and guests don't enter it.

Remember

- Make sure your firepit is fully extinguished before you go to bed.