

# durslade farmhouse bruton

**DURSLADE FARM DROPPING LANE BRUTON SOMERSET BA10 0NL**  
**TELEPHONE +44 (0) 1749 814 075 EMAIL MAIL@DURSLADEFARMHOUSE.CO.UK**

## **Making a booking**

Reservations can be made via the internet or by telephoning Durslade Farmhouse directly on 01749 814700 lines are open from Mon – Fri 9-5. Our answer machine will answer calls outside this time and we will call you next day.

We will provisionally hold your booking for forty-eight hours.

When you make a provisional booking, you will receive a copy of the Terms and Conditions and a Booking Form, which we ask you to complete and send back to us within the 48 hours to secure your booking.

Please note: If payment (in part or full) is not received by Durslade Farmhouse within 48 hours, the provisional booking will be cancelled automatically and the property dates will be released (This period is reduced to 24 hours for bookings commencing within seven days of the provisional booking date)

## **Confirming a booking**

To confirm a booking, you must acknowledge that you have read the T&Cs and complete the online Booking Form; confirmation of a booking is not possible without this.

The Client who completes the Booking Form and agrees the T&Cs does so on behalf of all members of the party and binds them jointly and severally to the terms therein (See Authority to Sign below).

The Client is also required to pay an initial deposit payment of 50% of the total cost of the stay. If the booking confirmation date is within 8 weeks of the arrival date, Durslade Farmhouse will require full payment of the stay cost and any charges for additional services that might be due.

Any payment made by the Client to Durslade Farmhouse in respect of a property is deemed to confirm acceptance of these Terms and Conditions. Upon receipt of payment Durslade Farmhouse will secure the property chosen for the requested dates and will send the Client a receipt to confirm funds received.

Once a booking is confirmed and subject to the Cancellation Policy (Below), the Client is liable for payment of the balance of the accommodation cost, along with any additional charges.

Payment to confirm a booking is possible by debit or credit card only.

Please note: For clarity, Booking Confirmation consists of three linked parts: Acceptance of the T&Cs, Payment and completion of the Booking Form. The T&Cs are deemed to be in force upon agreement by the Client and / or on receipt by Durslade Farmhouse of any payment from the Client. Entry to the property requires that all three parts are completed and the booking may be treated as a cancellation in accordance with the Cancellation Policy (below) if Durslade Farmhouse is not in receipt of a completed Booking Form within seven days of Confirming a Booking.

## **Payment of Balance**

Payment of the balance of the accommodation cost (and any additional charges) is due in cleared funds 8 weeks prior to the arrival date. Although Durslade Farmhouse will endeavour to email a reminder for the balance payment to the Client, it is the Client's responsibility to ensure that payment is received by the due date.

Durslade Farmhouse requires that the Client pays the balance in full, using one payment method only (See Payment Methods below).

If the Balance Payment is not received by midday on the due date, the Client authorises Durslade Farmhouse to debit any card details held for the Client with the appropriate charge. If funds are not available when requested, the booking shall be treated as a Cancellation by the Client (See Cancellation Policy below) with the full accommodation cost due from the Client and the booking dates will be released. Restoration of the stay shall be treated as a new booking where the full accommodation cost is due; since the dates will be released restoration cannot be guaranteed. Durslade Farmhouse shall not be responsible for any charges incurred on transactions processed from the card number held on file.

For reasons of security and privacy, we do not provide full details of the locations of any of our accommodation until the Client pays the balance of the holiday cost in full. Upon receipt of the final balance payment, full directions to the property shall be provided to the Client.

## **Payment of the cautionary deposit**

A Cautionary Deposit may be required to cover costs resulting from the action or inaction of the Client or a member of their party such as (but not limited to): the property being left in an unreasonable state, loss or non-return of keys, excessive or long distance telephone call charges, neglect or damage to the property, damage or loss of contents and/or, any extra or excessive cleaning costs required.

Where applicable, the amount of the Cautionary Deposit will be advised to the Client at the time of booking the stay and in the Booking Confirmation email.

Where a Cautionary Deposit is required, Durslade Farmhouse will endeavour to email a reminder for the Cautionary Deposit to the Client, however it is the responsibility of the Client to ensure payment of this is received in full by Durslade Farmhouse a minimum of one week prior to your arrival date. Access to the property will be denied if full payment of the Cautionary Deposit has not been made in cleared funds and the booking will be treated as a cancellation, no refund will be due or issued.

Cautionary Deposits may be made by debit or credit card or bank transfer. If paying the Cautionary

Deposit by bank transfer, the Client must allow sufficient time to ensure that the funds are cleared by the due date.

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Cheques are not accepted for Cautionary Deposit payments.

If the Cautionary Deposit is not received by midday on the due date, the Client authorises Durslade Farmhouse to debit any card details held for the Client with the appropriate charge. If funds are not available when requested, the booking will be treated as a Cancellation by the Client (See Cancellation Policy below) and the booking dates will be released. Restoration of the booking shall be treated as a new booking where payment in full is due; since the dates will be released, restoration of a booking is not guaranteed. Durslade Farmhouse will not be held accountable for any charges incurred on any transactions processed from the card number held on file.

Cautionary Deposits paid by credit card are subject to a non-refundable processing charge (See Payment Method below).

## **Refund of the cautionary deposit**

The cautionary deposit will be refunded within 14 days of your departure from the property less any costs incurred.

In the event of damages attributed to the Client or a member of their party during their stay Durslade Farmhouse shall notify this to the Client as quickly as reasonably possible together with any evidence provided by Durslade Farmhouse. The cost of any remedial action shall be deducted from the Cautionary Deposit and the balance refunded to the Client.

In the event that the cost of rectification for losses or damage caused by the Client or a member of their party exceeds the Cautionary Deposit held, Durslade Farmhouse shall notify the Client of any additional amount owing. The Client is advised that Durslade Farmhouse reserves the right to pursue recovery of any additional cost over and above the Cautionary Deposit and for this reason adequate personal liability insurance is strongly recommended (See Insurance Requirements below).

In the event that Durslade Farmhouse is unable to contact the Client to advise of deductions from the Cautionary Deposit, then Durslade Farmhouse will not be held accountable for any bank charges or other losses incurred by the Client resulting from those deductions from the Cautionary Deposit. If Durslade Farmhouse unable to contact the Client, refund of the balance of the Cautionary Deposit cannot be guaranteed within 14 days.

Where the cautionary deposit is paid by bank transfer it shall be refunded by bank transfer. To facilitate this, the Client must provide Durslade Farmhouse with their correct bank account details (Durslade Farmhouse Accounts Department: +44(0) 1749 814070. Refund of the Cautionary Deposit will not be processed until Durslade Farmhouse is in receipt of your account details, Durslade Farmhouse cannot be held responsible if the damage deposit is not refunded within the 14 day time scale if this information has not been provided. A charge may apply where the Cautionary Deposit is credited to an international bank account.

Please note: If we are awaiting a quote from the gallery for repair/replacement of items, an extension of this 14 day timescale may be necessary. Please ensure we have all relevant contact details to enable us to contact you when refunding your damage deposit.

## **The price of accommodation**

All prices quoted at the point of enquiry are valid until midnight of the day on which they were given. Prices quoted for a provisional booking are valid for 48 hours from when the provisional reservation is made (This period is reduced to 24 hours for bookings commencing within seven days of the provisional booking date).

After the reservation period, where Durslade Farmhouse has not received a deposit, prices quoted may be subject to change.

Notwithstanding the above, Durslade Farmhouse reserves the right to amend prices quoted as a result of errors or omissions. Any changes resulting from an error or omission shall be notified to the Client as soon as possible and the Client shall be able to cancel the booking if the amended price is significantly higher than the original price quoted.

Any changes in the rate of VAT shall be borne by the Client.

## **Price Guarantee**

Errors and omissions excepting, Durslade Farmhouse guarantees that the price of the stay will not be subject to any surcharges once the Client has paid a deposit, unless the booking has been amended, once the confirmation has been issued. All prices are based on £Sterling. The introduction of consumer levies or VAT changes is excluded from the Unique Home Stays surcharge guarantee.

## **VAT**

VAT is included in the cost of the accommodation.

## **Payment method**

Payments may be made by debit card, credit card, bank transfer or cheque; please allow sufficient time (we recommend two weeks) for cheques or bank transfers to clear before the payment due date. Payment by bank transfer or cheque is not possible for Booking Deposits and payment by cheque is not available for Cautionary Deposits. Cheques for balance payments should be made payable to 'Durslade Farmhouse Ltd'. Post-dated cheques are not acceptable. Payment by credit card will be subject to a non-refundable surcharge of 1.8% of the transaction value.

Durslade Farmhouse shall not store or process debit or credit card details instead Durslade Farmhouse uses a secure online payment gateway provided by Sage Pay to process payments. For information, Sage Pay is an industry leader and has achieved the highest level of compliance under

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the Payment Card Industry Data Security Standard (PCI DSS) and adheres to the most stringent levels of fraud screening, ensuring that card details remain secure throughout the transaction process.

All payments are made in £Sterling unless otherwise indicated. Overseas clients may pay in £Sterling by debit card, credit card, international bank transfer or cheque drawn on a UK bank. Any charges for receiving payments from overseas will be passed to the Client.

## **Booking Amendments**

Requests to change confirmed booking dates must be made no later than three months prior to the arrival date. Durslade Farmhouse will make every effort to facilitate a booking amendment, however requests are subject availability.

Booking amendments requested within 8 weeks will be treated as a booking cancellation and may be subject to the terms of the Cancellation Policy (Below).

By agreeing these T&Cs the Client warrants that they will not sell or transfer the booking to another party without Durslade Farmhouse consent.

## **Booking Cancellation Policy**

A booking can only be cancelled prior to the accommodation start date.

If you wish to cancel a booking you must telephone the Durslade Farmhouse and speak directly to a representative at Durslade Farmhouse. We will also require written confirmation of cancellation (email is acceptable). The written cancellation must be issued and signed by the Client. The cancellation takes effect from the day that the written confirmation is received.

## **Cancellation Charges are as follows:**

The stay deposit (50% of the total stay cost): Where cancellation notice is received after the deposit has been paid and no less than 8 weeks prior to the booking start date, then the deposit is forfeit.

100% of the total holiday cost: Where cancellation notice is received after the balance is due and/or been paid and less than 8 weeks prior to the booking start date then the Client shall be liable for the full cost of the booking.

Subject to application of an Administration Fee of £30 (Including VAT), wherever possible, Durslade Farmhouse will actively re-sell cancelled dates. If successful, subject to the limits above, we will return to you any monies paid less the difference between the cost of the cancelled booking and the replacement booking.

If Durslade Farmhouse is unable to sell any part of the cancelled period then all monies paid will be forfeit and for this reason we strongly advise clients to obtain their own holiday cancellation insurance.

Durslade Farmhouse shall not repay any monies due to the Client as the result of a booking cancelled by the Client until the whole of the cancelled period has been resold or the last day of that period is passed.

## **Arrival and Departure Times**

The Client is requested to adhere to the arrival and departure times listed for Durslade Farmhouse. Changes to these times can be requested prior to arrival but are subject to confirmation and may incur a charge.

## **Restrictions/Specific Terms of the Property**

Durslade Farmhouse properties may have restrictions or specific terms in place for Clients staying at the property. Durslade Farmhouse requests that Clients read the chosen property details thoroughly before confirming a booking. Once payment has been accepted for a booking, this becomes a confirmed booking and charges will apply should you wish to amend or cancel your booking.

## **Party Size and Members**

There are limits on the maximum number of guests that can be at Durslade Farmhouse and the number of guests at the property must not exceed those limits except with prior written agreement from Durslade Farmhouse. Admittance to the property may be refused or the Client may be asked to vacate the property immediately if this condition is not observed.

## **Additional Requirements**

A Client requesting additional services such as additional cleaning, catering, activities, supermarket delivery etc., is advised to arrange these as far in advance as possible of the arrival date. Generally, a minimum of seven days prior to the arrival date is required to arrange additional services. Where sufficient notice is not given, then arrangement of additional services is dependent on availability and is not guaranteed. Requests for additional services should be addressed to Durslade Farmhouse.

## **Care of the Property**

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The Client is legally obliged to take all reasonable and proper care of the property including buildings, gardens, fixtures, fittings, furniture, pictures and other effects in or around the property and shall leave them in the same state of repair and condition at the end of the rental period as found at the beginning.

In the event of any damage to property or equipment during the stay, the Client is required to notify the Durslade Farmhouse.

The Client shall leave the property in a clean and tidy condition: this includes cleaning all cutlery and crockery and placing all rubbish in appropriate waste or recycling bins.

The Client agrees to respect their surroundings and not to disturb or otherwise annoy the occupants of neighbouring properties. The Client also agrees to adhere to any specific noise restrictions in place at the property. Durslade Farmhouse reserves the right to enter the property to investigate concerns relating to the care of the property or to disturbances. Durslade Farmhouse is within their rights to request that Clients vacate the property with immediate effect if it is found to be in a neglected or damaged condition.

Failure of the Client to exercise reasonable care may result in deductions being made from the Cautionary Deposit.

On departure, if the Owner is dissatisfied with the condition of the property they may refuse to take a booking from the Client again.

Please note: Do ensure that you take all your belongings with you when you depart the property, as Durslade Farmhouse reserves the right to deduct any charges incurred in returning your property from your Cautionary Deposit and/or debit/credit card held on file.

## **Inventory**

An inventory has been provided for Durslade Farmhouse, the Client is requested to report any discrepancies to Durslade Farmhouse on arrival, otherwise the inventory will be deemed to be correct.

## **Personal belongings**

Durslade Farmhouse cannot accept any responsibility or liability for loss of or damage to any of the Client's personal items, belongings or vehicles, however caused. If the Owner is required to enter the property during a stay (E.g. to carry out maintenance or cleaning), the Client is advised to ensure that a member of their party is present; if this is not possible, the Client has the right to decline services at their discretion but no refunds shall be given for services not used.

## **Linen**

Sun cream, fake tan, waterproof make-up and hair dye can all cause permanent damage to bedding, linen and towels and Durslade Farmhouse asks that the Client to take care when using these products. Durslade Farmhouse recommends that Clients planning to use such products during their stay bring their own spare linen to prevent damage to items within the property. If damage / staining does occur and the items cannot be cleaned, a charge may be levied from the Cautionary Deposit to replace these items.

## **Smoking**

Please note that all of Durslade Farmhouse is non-smoking. Clients failing to adhere to this condition may forfeit the Cautionary Deposit.

## **Pets**

Pets are not permitted on the Durslade Farmhouse and gallery property.

## **Authority to Sign**

The person who completes the Booking Form certifies that they:

Are authorised to agree the Booking Conditions on behalf of all persons included on the Booking Form, including those substituted or added at a later date, and binds them jointly and severally to these terms.

Are over eighteen years of age.

Agree to take responsibility for the party members occupying the property, and to notify Unique Home Stays if they are not a member of that party.

## **Accommodation Reservation**

When the Client, has made a payment and returned all paperwork as requested, the stay accommodation is confirmed. Confirmation is the acceptance of the booking by Durslade Farmhouse under these Terms and Conditions. Durslade Farmhouse will send the Client, a confirmation email verifying the details of the accommodation that has been booked. This is the only confirmation that will be sent unless the Client decides to alter any details of the stay booked (charges will apply), when an updated invoice will be issued.

## **Insurance requirements**

Although not mandatory as part of the T&Cs, Durslade Farmhouse strongly advises the purchase of holiday insurance. Clients should obtain insurance that at least includes holiday cancellation cover for the value of their booking for their own protection and peace of mind. Ideally the insurance policy will cover other eventualities such as travel and road conditions as Durslade Farmhouse will not be liable for circumstances that may prevent you accessing the property (See Force Majeure, below). Clients are legally responsible for any damage caused during their stay at the property therefore we also strongly recommend that any insurance covers losses due to personal liability claims.

## **Property Maintenance Issues and Complaints**

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The Client must report any pre-existing damage noticed upon arrival within 24 hours.

If any issues arise during the stay the Client must Durslade Farmhouse as soon as reasonably practicable for the issue to be investigated and, if required, to take any remedial action. If an issue is not reported and Durslade Farmhouse is denied an opportunity to investigate or rectify a problem during the holiday, then the Client will have waived all rights in the matter.

If the Client feels that their complaint has not been resolved satisfactorily on completion of the stay, Durslade Farmhouse requests that the verbal complaint is followed-up by writing to Durslade Farmhouse within seven days of departure from the property.

## **Privacy Policy**

Any personal information supplied to Durslade Farmhouse is used, held or stored in accordance with the Data Protection Act 1998.

Durslade Farmhouse shall only make information about you available to those involved in supplying your stay; unless we are obliged by law to disclose it.

Personal information provided by the Client in registering for a service will be used by Durslade Farmhouse in the provision of that service or to inform you about any other of our services that may be of interest. In any email communication that is not essential to the provision of the requested service Durslade Farmhouse will always provide the option to unsubscribe.

In agreeing these T&Cs the Client warrants that the property details, including the property name, address and Owner details will not be reproduced or passed onto a third party without permission from Durslade Farmhouse.

For the security and privacy Durslade Farmhouse will not provide until a deposit has been received and the T&Cs agreed by the Client. The full details, including the address, comprehensive directions and key collection arrangements shall be sent upon receipt of the balance payment in full.

The Client agrees to not, under any circumstances, exploit for commercial purposes any photographic or moving images of the property.

## **Liability**

Durslade Farmhouse shall not be liable for any act, neglect or default on the part of the Owners or any other person not within the employ of Durslade Farmhouse or otherwise under their control, nor for any accident, damage, loss, injury, expense or inconvenience, whether to person or property, which the Client or any other person may suffer or incur arising out of, or in any way connected with the rental accommodation unless Durslade Farmhouse is responsible. In addition, Durslade Farmhouse accepts no liability for loss of or damage to a Client's possessions on the Owner's property or land.

Nothing in these conditions excludes or limits the liability of Durslade Farmhouse: for death or personal injury caused by Durslade Farmhouse negligence; or for any matter which it would be illegal for Durslade Farmhouse to exclude or attempt to exclude their liability.

Whilst we do not exclude or limit our liability for loss or damage sustained by Clients as a result of negligence by our employees or agents, this cannot extend to actions/omissions by the property Owner over whom we have no direct control.

Durslade Farmhouse (for itself, its employees) shall not, except if caused by our negligence or breach of these Booking Conditions, be under any liability to the Client or third parties for any accident, damage, loss, injury, expense or inconvenience, which may be suffered, incurred or arise out of or in any way connected with the rental. No term of the Contract is enforceable under the Contracts (Rights of Third Parties) Act 1999 by a person who is not party to the Contract.

## **Force Majeure**

Durslade Farmhouse cannot accept any liability or pay any compensation where the performance or prompt performance of our contractual obligations is prevented or affected by circumstances amounting to force majeure. Force majeure is any event which Durslade Farmhouse or the Owner could not, even with all due care and attention, avoid. Such events may include war or threat of war, civil strife, natural or nuclear disaster, industrial dispute, terrorist activity, fire, adverse weather conditions, unforeseen local building or road-works, unavoidable technical problems with transport, closure or congestion of airports or ports, cancellations or changes of schedule by scheduled airlines and all similar circumstances beyond our control.

## **Breach of Contract**

If any of the above conditions are breached by the Client or any member of their party, the Owner or Durslade Farmhouse reserves the right to enter the property and request that the party leave the property with immediate effect.

## **Governing Law**

This agreement is governed by English law with English Courts having exclusive jurisdiction.

Thank you for completing the booking form and taking the time to read through the Terms and Conditions.