



## **Morrells Wood Farm**

Leighton, Shrewsbury, Shropshire SY5 6RU  
Telephone: 01952 510273 or 07866 402191

### **Terms and Conditions in respect of:**

The Barn, The Byre, The Cornhouse, The Dairy, Rickyard Cottage, Shepherds Hut, Shepherds Lodge, Shepherds Rest and Shepherds Retreat

### **By paying Morrells Wood Farm you are agreeing that you have read these Terms and Conditions and agree to be bound by them.**

For the purposes of these Terms of Letting the person whose name appears on the booking form agrees to take full responsibility for ensuring that all members of the party adhere to the conditions of let set out below.

#### **1. The Contract**

The Contract for a short-term holiday letting (in accordance with Schedule 1, Part I, section 9 Housing Act 1988) is between Morrells Wood Farm (referred to as "us" or "we") and the person making the booking and all members of the holiday party (referred to as "you" or "your"). The property let refers to one or more of the Cottages or Shepherds Huts comprising Morrells Wood Farm ("the property"). The person making the booking ("the booker") certifies that all members of the holiday party are aware of the terms and conditions of this contract and agree to be bound by them. All members of the party are jointly and severally liable under it. They agree that all communication with them can be through the booker. This contract has been made within England and Wales. Your submission of a booking form constitutes an irrevocable offer to enter into a contract, which will be complete when we have accepted your booking (as distinct from merely acknowledging receipt of your booking request). This acceptance will include a payment, in part or in full by you for your holiday unless we have specifically waived this requirement. Any of the terms of this contract may be varied by specific agreement in writing. The party

#### **2. The Occupants**

The number of people occupying any one property is limited to that stated on the website, unless by prior consent with the owner.

#### **3. Payment**

Provisional bookings will be held for a maximum of seven days.

A deposit of one third of the price of the holiday is payable by you upon booking.

The balance is due from you four weeks from the start of your holiday. However, if the booking is made less than four weeks before the start of your holiday then the full rental charge is payable at the time of the booking. In the event of failure to pay the balance of rental charges by the due date we reserve the right to re-let the cottage or to cancel the holiday booking, in which case the deposit and any part payment will be forfeited. Every attempt will be made to contact you before we do so. No entry to properties will be allowed without payment, in full, being cleared beforehand. Payment may be made by credit card or debit card through our website or cheque, bank transfer or cash.

#### **4. Cancellation by You**

Cancellations must be immediately notified to us by either in writing or by phone.

If a notice of cancellation is received between the dates of your deposit being received and the final payment being due then the deposit will be retained unless the property can be re-let. If you cancel within 4 weeks of your stay you will still be liable for full payment unless the property is re-let. If cancellation is made within four weeks of the holiday start and the whole rent has been paid then the whole amount paid will be retained unless the property can be re-let. If a re-let is successful then a full refund less £25 administration fee will be made, if the property cannot be re-let then no refund will be given. We advise you to take out cancellation insurance.

#### **5. Cancellation by Us**

We retain the right to cancel your holiday in advance for any reason which seems to us sufficient, we will refund any money paid to us for your visit.

If we have to terminate your holiday early for any reason you will be refunded part of the booking fee based on the time remaining of the booking. This will be the full extent of the liability of us. No additional compensation, expenses or costs will be payable.

#### **6. Cancellation by third party**

For cancellation due to third party regulations, such as Government ruling, each booking will be contacted to discuss options.

#### **7. Acts of God**

Acts of God means any unforeseeable event that is beyond the control of Morrells Wood Farm, and shall include, but is not limited to: war, natural or nuclear disaster, fire, epidemics or terrorist activity. We are not liable to provide a refund in event of Acts of God and recommend you have appropriate holiday insurance to cover this possibility. If the cottages or Shepherds Huts become inaccessible due to bad weather, we will do our best to inform the guest and to offer you an alternative stay.

#### **8. Cancellation Insurance**

Cancellation Insurance is not compulsory, but we strongly recommend such insurance.

## **9. Compensation**

Except where otherwise stipulated by law, no compensation, expenses, costs or refund whatever and for whatever cause will in total exceed the cost paid by you to us for the holiday.

## **10. Damages Deposit**

We reserve the right, at our discretion, to charge a refundable deposit for any booking. We have the right to retain all or part of the deposit in the event of damage, breakages or other loss to us by breaches of this agreement. This does not affect our right to claim further if the deposit is insufficient compensation. The damages deposit is held during your stay and will be refunded 7 days after your departure day, if there is no damage to the property. If you lose a key, we will replace it upon you paying for the cutting of a new one.

## **11. Care of the Property**

You must take reasonable care of the property and its contents as well as the facilities and grounds. You must not cause damage or breakages beyond normal wear and tear. Breakages and damage must be reported as soon as possible. You must leave the property in the same state of repair and in the same clean and tidy condition at the end of the rental period as at the beginning, failure to do so will result in additional charges. Persons causing a nuisance or disturbance to neighbours or other guests and unreasonable behaviour may result in the owner requesting you to leave.

## **12. Guests**

Details of guests must be supplied to us at least two weeks before your arrival. Those guests as detailed are those who may stay in the property. The number of guests cannot exceed the maximum number advertised for the property. We reserve the right to refuse admittance if this condition is not observed. Sleeping in tents or motorhomes adjacent to the accommodation is not permitted.

Day visitors are only welcome at Morrells Wood Farm by prior arrangement with us.

## **13. Smoking and Fire Safety**

Smoking is not allowed in any of the Morrells Wood Farm properties or buildings. You may be charged for any extra cleaning arising out of breach of this condition. You will be provided with a designated smoking area, please ask for details.

Candles, indoor or outdoor fireworks, Chinese lanterns and similar fire hazards are prohibited at all other times. Familiarise yourself with the Fire Safety Emergency Plan.

## **14. Behaviour**

You must act with consideration for other guests. Please have a good time but don't act to the annoyance of others. We are in the peaceful countryside. No offensive behaviour such

as loud swearing, nudity etc. and no dangerous, threatening, unlawful or illegal behaviour. You must not use the property for any dangerous, offensive, noxious, noisy, immoral activities or conduct any act that may be a nuisance or annoyance to the owner or other neighbouring properties. If you repeatedly breach or very seriously breach (of which we are the sole judge) these terms during your holiday we may require you to leave at once without compensation. In this case your letting is terminated at once and if you fail to leave you will be charged accordingly.

### **15. Music & Noise**

Out of courtesy to guests staying in the surrounding properties we have developed a noise policy. Music inside or outside of the properties is only permitted at an acceptable volume (of which we are the sole judge) and we request that it is turned down by 10pm.

### **16. Period of Letting**

You should not arrive before 3.00pm on the commencement date (unless by prior arrangement), and departure is by 10.00am on the morning of your departure. Failure to do so will result in you being charged a further day's rental. You must not use the property except for the purpose of a holiday during the holiday period, and not for any other purpose or longer period. The agreement to stay in the property for the holiday period does not create the relationship of Landlord and Tenant between the parties. You shall not be entitled to a new tenancy, or to any assured short hold or assured tenancy or any statutory protection under the Housing Act 1988 or other statutory security of tenure now or at the end of the Holiday Period.

### **17. Liability**

You must take all necessary steps to protect and safeguard your personal property. Morrells Wood Farm shall not be liable to the client or third parties for any accident, damage, loss, injury, expense or inconvenience which may be suffered, incurred, arise out of or is in any way connected with the rentals. All Vehicles are also left at the guest's risk.

### **18. Pets**

Well behaved dogs are permitted in Rickyard Cottage, The Byre, The Cornhouse, Shepherds Hut, Shepherds Rest and Shepherds Retreat. This needs to be arranged in advance. Dogs are not allowed on the furniture or beds, and must not be left unattended in the property. There is an additional fee of £25.00 per dog per week. Assistance dogs are exempt from charge. We expect owners to be responsible for the behaviour of their dogs during their stay and to clear up after them. No dogs, or any other pets are allowed in any of the other properties.

### **19. Rights of Entry**

Morrells Wood Farm and/or its agents reserve the right to enter the property at any reasonable time for the purposes of inspection or to carry out any necessary repairs or maintenance.

## **21. Complaints**

Every effort has been made to ensure that you have an enjoyable stay. However, if you have any problem or cause for complaint, it is essential that you contact us immediately to give us the chance to resolve it. We will not make any refunds in respect of complaints made after your departure, if you did not make the complaint or the problem known to us during the holiday. Every effort will then be made to assist you. We value every booking and want all our visitors to enjoy their holidays.

## **22. Information**

Morrells Wood Farm does not warrant, and is not responsible for, the accuracy of any verbal information given.

## **23. Data Privacy**

Unless you have indicated otherwise during the booking process, you consent to our sharing your data. You may receive occasional promotional emails and post. You may at any time decline to receive more. We will not pass your data to anyone else. Our Privacy and Cookies policy can be found on our website. If you would like a copy, please contact us.

## **25. WiFi**

WiFi is provided in all the cottages for your reasonable use and you will be provided with an access code for this. You agree reasonable and lawful usage of this service.

## **26. Special Requirements**

Please inform us at the time of booking if you have any special requirements, for example food allergies or reduced mobility. We have a cot and highchair available, on a first come, first served basis. Please request them at the time of booking and we will ensure they are made available in your cottage upon arrival. In the event that we are not notified prior to arrival we will do our best to meet special requirements during your stay, but may not be able to accommodate them all.

## **27. Additional Services**

If you wish to use a third party to provide an additional service whilst staying at Morrells Wood Farm (e.g. catering or activities) you must get approval from us prior to booking the additional service and provide us with their contact details. We retain the right to refuse an additional service and will not reimburse any loss of monies if permission is not given.

Although the information published is correct at the time of publication, Morrells Wood Farm reserves the right to make alterations to the facilities provided without prior notification.