**Terms & Conditions:**

**LEGAL DEFINITIONS:**

In these conditions of hire: “The Hirer” means the person signing the contract for hire. Where an organisation is named in the contract that organisation shall also be considered the hirer and shall be jointly liable with the person who signed the contract. “The Premises” means Wern-Y-Cwm Farm including the farmhouse and where relevant Cider House Cottage, and/or the Banqueting Barn, or any part of the buildings or grounds, booked and referred to in the contract. “The period of hire” means the date(s) and time(s) for hire referred to in the booking form, contract and other correspondence. The “Booking Manager” means the person taking the reservation on behalf of the owner, or the owner herself and the “Duty Manager” means any person representing the owner on site or the owner herself, at the relevant time of any such situation.

**APPLICATION FOR HIRE:**

**1.** Applications will not be accepted from persons acting on behalf of a third party unless this is declared at the time of the application.

**2.** The hirer must honestly declare before any confirmation of booking the purpose for hiring the property. Any actual or apparent misrepresentation may result in cancellation of the booking by the owner without further liability whatsoever to the hirer.

**3.** Wern-Y-Cwm Farm is made up of the Farmhouse, Cider House Cottage and the Banqueting Barn. The owner reserves the right to refuse any application for hire where (in her sole opinion) she deems the hirer’s purpose for hire is unsuitable or inappropriate for a historic building set in a rural community, on a working farm. This refusal may be for reasons including, but not limited to, the age of the hirers, the purpose for hire, the number of attendees, the type of event, etc.

General conditions (the small print):

**1.** The hirer shall not use the premises or permit the premises to be used for any other purpose other than for the purpose or purposes specified in the contract. The hirer will be responsible for the conduct and behaviour of all people staying as their guests or visiting them during their stay.

**3.** The hirer shall take good care of, and shall not cause any damage or permit any damage to be done to the premises, or any part of the premises or the fixtures, fittings and equipment on the premises or to any part of the buildings of which the premises form part or any other building or structure within the curtilage of the buildings during the period of hire. The cost of such damage shall be certified by the property manager, whose decision shall be final.

**4. 4.1** The hirer shall be liable for, and shall indemnify the owner for, any damage, theft or loss of property or goods.

**4.2** The property owner shall not be liable for any loss due to any breakdown of machinery, failure of supply of electricity, leakage of water, fire or any other circumstances beyond its reasonable control, which may cause the premises or any part thereof to be temporarily closed or the hiring to be interrupted or cancelled.

**5.** The hirer shall be liable for, and shall indemnify the property owner against all actions, proceedings, claims, damages, charges, costs expenses whatsoever brought or made against the property owner in respect of any personal injury to or the death of any person arising out of or in the course of the hire of the premises by the hirer. It should be noted that this is a historic property and as such it is recommended that stiletto heels are not worn. Floor surfaces, terraces, driveway and grounds are uneven, and all guests should be aware of the dangers of tripping or slipping. Any accidents on the premises are fully at the hirers’ risk.

**6.** The booking manager or other parts of the WYC team working on behalf of the owner can refuse the right of entry at any time during the hire period.

**7.** The hirer and guests shall during the period of hire and during such other times as they, or any of them shall be in the premises for the purpose of the hiring comply with all requirements of the manager.

**8. 8.1** The hirer shall, during the period of hire be responsible for:

a) The efficient supervision of the premises, including the orderly and safe admission and departure of persons to and from the premises. In the absence of a duty manager the hirer shall be responsible for the orderly and safe clearance of the premises in case of emergency.

b) Keeping the premises safe and ensuring good order and decency is maintained.

c) Ensure that all fire doors giving emergency exit from the premises (where applicable) shall be kept unlocked and unobstructed, and immediately available for exit during the whole time the premises are in use.

d) Maintaining the house rules and overseeing the Terms & Conditions of hire or any other rules imposed from time to time by the duty manager, where applicable, during the hire.

**8.2** If you fail, in the opinion of the duty manager (who may be present or may visit the premises during your stay), to comply with clause 8.1 he/she shall be permitted to suspend or terminate your stay or your use of the Banqueting Barn for which the immediate clearance of the premises may be required.

**9.** No animal, other than an assistance dog, may be brought on to the premises or into the building without the prior consent of the booking manager. Dogs are only permitted on the ground floor of the farmhouse, not in the barn or cottage.

**10.** The hirer and others allowed on the premises by reason of its hire shall leave the premises by the expiry of the hire period. If they have not, the hirer will be required to pay a surcharge amounting to the normal hire charge for the premises until the premises have been cleared.

**11.** No alterations or additions to the premises, the fixtures, fittings, equipment or the decorations at the property shall be carried out without permission of the booking manager or duty manager. Strictly no confetti or balloons filled with confetti are to be used.

**12.** No nails or fixing or any kind shall be driven or put into any wall, floor, partition, pillar, ceiling, fitting or furniture of any kind, in any part of the property.

**13.** No candles may be used to decorate the property, unless supplied and set up by the property team, please discuss this prior to hiring with the booking manager. If you do reserve the property’s candle, oil fired torch, or fire basket service they are used on the understanding that the hirer takes full responsibility for the safety of guests and fire risk precautions. The hirer will designate a responsible individual, who shall be made known to the booking manager or duty manager to take responsibility for the fires on the premises during the event and extinguish all candles, place the fire screen over any burning embers, close wood burning stove doors and generally be responsible for avoiding any risk of fire to the building at the end of the event.

**14.** The use of any equipment provided by the property owner is at the risk of the hirer and the owner will accept no liability or responsibility for it. All breakages will be deducted from the security deposit.

**15.** The hirer shall be wholly liable and responsible for any loss or damage to the premises or any part of it or its fixtures or fittings or to any of the property owner’s equipment used by him/her or by persons permitted on the premises by reason of his/her hire.

**16.** No furniture or fittings or equipment shall be moved or removed by the hirer without prior agreement with the booking manager or duty manager.

**18.** The hirer shall not bring or permit to be brought onto the premises any drugs, weapons, explosives, inflammable material, fireworks or other pyrotechnics. Any contravention of this policy shall result in the hire being terminated without refund. NB. Fireworks are not suitable to a working farm environment.

**19.** The hirer shall not bring or permit to be brought onto the premises any electrical appliance or additional lighting effect without the prior written consent of the booking manager, who may as a condition of his/her consent require that before any such electrical appliance and/or additional lighting effect is used it shall be inspected and approved by a competent electrical engineer nominated by Wern-Y-Cwm. All electrical equipment brought on to the venue must have a current PAT test certificate or stamp.

**20.** Music should be kept to a reasonable level and reduced if requested by the booking manager or duty manager. No outside sound systems are permitted. All music in the barn must be turned off by 11pm.

**21.** Smoking is not permitted anywhere inside the Wern-Y-Cwm properties and surrounding buildings, there are areas outside with appropriate butt bins.

**22.** Alcohol may be consumed as part of the private hire agreement, but it is the hirers responsibility to ensure all their guests are always kept safe.

**23.** For health & safety reasons the farmhouse and cottage are out of bounds to any additional day guests at any time, for any reason unless specifically booked in as an extra day guests for a reception at the farmhouse (with limited numbers).

**24.** Where a duty manager is present, they will be the representative of the owner and are empowered to suspend an event if health and safety guidelines are being ignored.

**25.** If your suppliers need to see the venue before the event an appointment must be made with the booking manager, these appointments to be co-ordinated and kept to a minimum. If more than 2 appointments are needed prior to an event taking place, the owner reserves the right to charge for additional viewings.

**26.** Cars should be parked in the car park unless otherwise directed. All car park use is at the hirer’s risk. Cars that are left overnight in the car park, are left at the owner’s risk. Please note car parking is limited and alternative arrangements will need to be made for offsite parking if more than 30 cars are expected. Please discuss the options with the booking manager.

**27.** The property owner will, at their own expense, provide for the normal heating and normal lighting of the premises, but shall not be responsible for any failure thereof or defect to the heating and/or lighting or loss or damage resulting therefrom due to unforeseen or exceptional circumstances.

**28.** The hirer shall not assign or sub-let any interest in the premises or any part of it and shall not use the premises for any other purpose than that set out in the contract.

**29.** A nominated person must be named for any questions or problems that may occur during the period or hire, should the hirer be unavailable. Such nominated person may also be the person who will take responsibility for any candles, fires or fire pits on the premises.

**30**. In the unlikely event that the property owner must cancel your booking, you will be refunded all deposits, but the property owner shall not be liable to pay you any compensation. However, please rest assured a cancellation would only take place if:

a) The property is closed or unavailable due to events beyond our control rendering it unsafe for use. b) If you, or we, become insolvent, or in the case of bankruptcy petition. C) The persons associated with the booking and/or the purpose of the hire might damage the reputation of Wern-Y-Cwm or the property owner.

Practical T&Cs (the big print):

**31. BOOKING CONFIRMATION.** Bookings will be confirmed on receipt by the owner of the appropriate deposit payment as detailed on the booking form. At this time a booking confirmation/receipt of down payment will be issued. The outstanding balance is payable not less than 2 calendar months before departure. Bookings may not be altered once a confirmed booking is made.

**32.** **BREAKAGE DEPOSIT.**  A deposit for £1000, or higher as agreed depending on the event as confirmed with the booking manager (which will be held as a breakage deposit) is required at the same time of the outstanding balance. The breakage deposit will normally be returned to the hirer at the end of the stay. If there are any breakages, missing items, or more than reasonable cleaning required, such as the sortation of rubbish for recycling or glass removal, then the owner reserves the right to deduct these costs from the deposit. Additionally, if there are any charges in excess of the breakage deposit the hirer will reimburse the owner accordingly.

**33.** **TRAVEL & EVENT INSURANCE:** Personal Travel Insurance and Cancellation Insurance is the responsibility of the hirer and is highly encouraged. Adverse weather conditions could affect your ability to reach the property and should be insured against in the very unlikely event that the property is snowed in. The owner does have access to a snow plough for emergency situations, but adverse weather is unpredictable.

**34.** **CANCELLATION:** The 25% down payment will not be refunded if there is a cancellation. However, provided that written notice of cancellation is received by the owner not less than 8 weeks before the hire commencement date, hirers will not be held liable to pay the balance of the accommodation rental and the booking manager will be as helpful as possible to help the hirer find an alternative date at a comparable time of year.

**COVID-19 UPDATE & FLEXIBLE GUARANTEE:**

For bookings taken from June 2020, we will offer a fully flexible guarantee if you have to cancel your stay due to COVID-19 Government restrictions preventing you, or a significant guest, from travelling. We will attempt to rebook the stay for a later date, but if this is not possible, we will offer a 100% refund with cancellations made at least 14 days before check-in. The refund will be 50% for cancellations made at least 7 – 13 days before check-in. We regret we cannot refund any cancellations made less that 7 full days before check-in.

**35.** **ALTERATIONS:** The booking manager will do their best to act upon a client’s request for changes to a booking but reduction in the rental charges cannot be made.

**36.** **CLEANING AND CATERING:** The farmhouse, cottage and barn (if booked) must be left clean and tidy as you find them with furniture replaced in the right place. Please make sure cupboards are left as you find them (instructions are placed on the inside of cupboard doors). Should you wish to book additional cleaning services, please discuss with the booking manager.

**37.** **RUBBISH:** Please respect the Monmouthshire Council Recycling Requirements. They are extremely particular with their rules. If rubbish is not sorted correctly this will result in them not taking the waste away from the property. Failure to sort rubbish accordingly will result in funds being deducted from your breakage deposit to cover compensation to our team. All rubbish needs to be put in the appropriate bin bags before putting the bin bags into the outside wheelie bins behind the farmhouse or at the rear of the Banqueting Barn.

**38.** **GLASS REMOVAL:** The council will not collect glass. This needs to be sorted and taken to a glass recycling centre. If you wish to book the Glass Removal Service, please tick the appropriate area of the booking form and discuss the charge with the booking manager.

**39. SHOES:** NO shoes to be worn inside the farmhouse upper floors or inside the cottage, please bring slippers or use the selection of slippers provided.

**40.** **WIFI/DATA ALLOWANCE:** Please note that the satellite Wi-Fi is provided for basic internet browsing and checking emails only. Please do not download large files, play music from a streaming service or download movies. We have allowed more than a reasonable level of usage included in your rental and will need to charge for excessive use.
If require extra data for your stay, please discuss this with the booking manager.

**41.** **NOISE:** Noise is not just loud music, it is also shouting and screaming. Please be considerate to your neighbours and do not cause disturbance or annoyance to others. Whilst Wern-Y-Cwm is very private there are neighbours and noise carries down into the valley. There should be no outside sound systems and music in the barn should be turned off at 11pm. Late night music is permitted in the Disco Den for the farmhouse and/or cottage residents only.

**42.** **PETS:** Pets are allowed provided they are booked in and the pet owner and hirer, agrees to the following conditions:
- Pets are house broken, flea free, not prone to shedding and not prone to damaging property.
- Pets are not allowed on the furniture or beds.
- Pets are only allowed on the farmhouse ground floor.

- Waste removal – guests must pick up all dog poo. Please use the shovels provided and bury well away from flower beds or farmland, ideally in the woods or under hedge rows.
- If we receive one or more complaints regarding barking or aggressive pet behaviour, the guest, with their pet will be asked to leave with forfeiture of all rents and security deposit;
- We regret that very large dogs (such as Great Danes & Newfoundlands) are not admitted.

NB. Wern-Y-Cwm is a working farm with sheep and cattle in the fields. Dogs should be kept on leads when walking through livestock or on the footpaths in the area. A farmer
who sees a dog chasing livestock has the legal right to shoot it.

**43.** **LOST KEY OR DAMAGE TO LOCKS**: As a part of your stay with us we will entrust you with a set of keys for both your room (in the farmhouse) and the main entrance door. Please do not let any unauthorised guest have access to the keys, we suggest you do not remove the keys from the house, leaving them in the lock box. A charge of £30 will be added to your bill if the keys and/or the locks are damaged or lost.

**44.** **PEACE OF MIND FOR YOUR HOLIDAY/EVENT BOOKING:** Unexpected situations or adverse weather may mean you have to cancel your booking with us. We are generally fully booked so we are not able to re-book the weekend later, therefore we recommend you consider investing in holiday cancellation insurance for peace of mind.

Here are a few companies which offer this type of insurance:

*Schofields:* <https://www.schofields.ltd.uk/travel/>

*Cancellation Plan:* <https://www.cancellationplan.co.uk/>

*Guest First:* <https://www.guestfirst.co.uk/information/faqs>

NB. We have no special relationship with any of these companies.

We recommend you do your own full investigation into these companies and their policies prior to taking out any insurance.

**45. ACCIDENT WAIVER.** Use of any garden equipment, sporting equipment or games is at the hirers and their guests’ own risk. Adequate supervision of children and acceptance of the risk of accidents occurring whilst using this equipment is accepted by signing this contract. This includes, but is not limited to accidents whilst using the hot tub, trampoline, swings, dart board, fire pits, terraces, garden furniture, country styles, swings etc.

# **46. TRAMPOLINE:** The trampoline may be used strictly at your own risk. Please adhere to the recommended user instructions in the farmhouse guide, to avoid accidents. Please bear in mind trampolines can be dangerous if these rules are not followed and children are not supervised. NB. Regretfully, due to previous irresponsible guest damage we check the trampolines between each stay and damage caused by cigarette burns or other misuse will need to be deducted from your breakage deposit. Should you notice any such damage on arrival please report it immediately.

The trampoline is for use by resident guests only and strictly out of bounds of day guests attending an event in the barn.

**47.** **HOT TUB AVAILABILITY:** We will of course use every endeavour to ensure the hot tub is working for your stay, but occasionally it is not available for reasons outside our control, such as:

* In very inclement weather, the hot tub will need to be put away.
* If outgoing tenants have broken the hot tub and it cannot be repaired in time.
* In the case of mechanical failure which cannot be repaired in time.

**48. HOT TUB RULES:**

* Children should always be supervised and use with adults.
* Not suitable for children under the age of 10.
* Always replace the cover to ensure the water is kept warm.
* Never use glass in or around the hot tub.
* It is recommended you don’t use the hot tub for more than 20 mins at a time.
* Always check the chemical levels before use using the sticks provided and adjust the PH balance accordingly (you will find instructions in the kitchen cupboard or house file).

NB: Please check the hot tub is in good working order upon arrival. Regretfully damage caused by guests will be deducted from the security deposit and can be costly since repairs are difficult. The hot tub is for resident guests only and strictly out of bounds for day guests attending an event in the barn.

**46. DAY GUESTS FOR ANY PART OF THE PROPERTY:** Friends’ and acquaintances’ visits must be cleared with the property manager in advance and booked in. Please note each day guests will be charged at a day rate dependent on the type of event or visit. Due to health and safety requirements there is a strict limit to the numbers of days guests permitted as well as cars in the parking area.

**47.** **RENTING CIDER HOUSE COTTAGE:** Please be mindful that this is the owner’s private space where she stays more often than the farmhouse. Whilst always tidied away when let, her possessions, food and drink are left on the premises. Please be careful not to remove her belongings and consume her food and drink. It is also easy to take her coats or wellies in error as you pack and leave. Naturally you are welcome to use herbs and spices as needed in cooking. All the above rules relate to the cottage as well as the farmhouse and barn.

**48. RENTING THE BANQUETING BARN:** Where the hirer is also booking the banqueting barn for an event and inviting day or event guests, they are subject to all the Terms & Conditions outlined above. Wern-Y-Cwm is a self-managed furnished holiday let which may be used for hirer managed parties and events on condition that the property is returned to the owner in the condition it is let. If the hirer wishes to consider booking additional cleaning or management staff during their stay, they must discuss this with the booking manager at the time of booking. The barn or cottage are not available for hire without the farmhouse.