1. CONTRACT

- 1. The Contract for a short-term holiday rental will be between the owners of Kingfishers (referred to as 'us' or 'we') and the person making the booking (referred to as 'you' or 'your') under the following booking conditions.
- 2. The contract will be subject to these booking conditions and must be complied with.
- 3. You are responsible for ensuring all members of your booking party comply with these terms.
- 4. Payment to secure your booking also confers agreement to all the terms and conditions set out in this contract. The contract is not effective until we have received, in cleared funds, the deposit.

2. PAYMENT

- You must pay a 30% deposit on booking via credit/debit card or bank transfer. The remainder of the balance is payable forty two days (42) days before the start of the let.
- 2. If a booking is made less than 42 days before the start of the holiday, you must pay the full rental charges at the time of booking, having first checked that the property can be reserved for you.
- 3. Failure to pay the balance of rental charges by the due date (42 days prior to arrival) will result in the owner treating the property as

available for re-booking. Please note one reminder will be sent out.

3. CANCELLATION

1. If you need or wish to cancel your booking, you need to confirm your intention to cancel to us via email as soon as possible.

2. National Lockdown

 If your booking has to be cancelled because the property is put under Government restrictions and has to close and the period of closure covers your booking and we are unable to move it to a future date, you will be refunded in full.

3. Local Lockdown

- If your booking has to be cancelled because the property is put under Government restrictions and has to close and the period of closure covers your booking and we are unable to move it to a future date, you will be refunded in full.
- 2. In the event that the address given on the booking form is put into local or regional lockdown rendering you unable to travel, and the period of restriction covers the period of your booking and we are unable to move the booking to a future date, you will be refunded in full.

4. Cancellation by us

- 1. If we have to cancel your booking for any reason including unforeseeable circumstances that prevent someone from fulfilling a contract event, you will be refunded in full.
- 2. Any refund will be limited to the amount of any deposit/rent

paid at the time of cancellation.

- 5. Cancellation by you and/or any of your intended occupants
 - 1. This includes, but is not limited to, the inability or disinclination to travel and/or stay due to illness (including Covid), a requirement or recommendation to self-isolate or quarantine, Covid vaccination appointments, a call to jury service, incarceration, change in personal or work circumstances, family emergencies, travel delays, vehicle breakdown and delays with public transport. These remain at your risk and do not give rise to a right to cancel or to receive a refund except in line with the risk free cancellation scenarios outlined below at clause 4.6.
 - 2. We strongly advise that guests take out UK travel insurance policy to cover these eventualities.
 - 3. If you choose not to take out UK travel insurance, then you accept responsibility for any loss that you may incur due to your cancellation.

4. AMENDMENTS TO BOOKINGS

1. Changes to your booking may be considered up to 6 weeks (42 days) prior to the arrival date. If a change of date is required and can be accommodated, a £50 admin fee will be charged. A change of date can only be permitted once.

5. REFUNDS

1. With the exceptions of cancellations outlined, refunds will be subject to

a non-refundable administration fee of £50 to cover our costs and third-party costs related to the cancellation and rebooking, such as but not limited to administration costs, re-marketing costs, bank fees, accounting fees or commission payments.

2. A cancellation charge will be made dependent upon the number of days' notice given, as set out at clause 5.5.

3. Part Cancellations

 If any person in your party needs to cancel, this will not affect the total cost of your booking. You will still be liable for the full amount. No refunds are payable. No refunds are payable if you cut short your stay.

4. Cancellation Timetable

Time from Cancellation to arrival:	We refund as follows (all cancellations are subject to a £50 administration fee as detailed above) :
Less than 42 days but more than 28 days	Deposit refunded. If you have paid in full you will not be refunded your deposit but you will be refunded the balance.
15-28 days	50% of total cost
4-14 days	20% of total cost
0-3 days	No refund

6. TRAVEL INSURANCE

1. We strongly recommend guests take out a travel insurance policy which includes Cancellation and Curtailment Protection Insurance and

Covid cover. These will give you peace of mind that you will get your money back if you need to cancel your holiday.

7. TERMS OF USE

- You should not arrive before 4pm on arrival day, and you should leave by 10am on departure day. Failure to do so may result in you being charged a further day's rental.
- 2. You must not use the property except for the purpose of a holiday during the holiday 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.
- 3. On departure you must leave the property in a clean and tidy condition in accordance with the departure cleaning requirements as set out in the Kingfishers' Touch & Stay App provided to you.

8. USE OF THE PROPERTY

- 1. Under no circumstances must more than the maximum number of persons (of any age), as stated on the website, occupy the property unless by prior arrangement with Kingfishers. We reserve the right to charge an additional amount for the additional occupant) is within the maximum occupancy allowance, or refuse admittance if this condition is not observed.
- 2. Properties allowing dogs (only) are shown on the website. We reserve the right to any dog found to be in the property not included on the booking information, or refuse admittance if this condition is not

observed.

- 3. No other animals other than dogs are permitted in the accommodation and only then in permitted accommodation as advertised
- 4. We reserve the right to refuse admittance if this condition is not observed.
- 5. You agree to use the property solely for its intended purpose as self-contained and self-catering holiday accommodation.
- 6. You must not use the property or the site for any illegal, dangerous, offensive, noxious or noisy activities or behave in a way that may be a nuisance or annoyance to us, other guests or our neighbours. Kingfishers is in a peaceful location and we ask that you respect that. As such, the playing of music, singing or other excessive noise that can be heard outside of the accommodation after 9pm is not permitted. Causing a nuisance or disturbance will result in being asked to leave immediately.
- 7. There must be no smoking anywhere in the accommodation inside or out, other than in designated smoking areas. This includes but is not limited to vaping and e-cigarettes.
- 8. Your use of the accommodation does not entitle you to charge an electric vehicle or appliances other than personal electronic devices such as phones, tablets or laptops. If you have particular charging requirements, please get in touch before your stay to discuss.
- 9. The charging of any electrical vehicle using the electrical supply from within the accommodation is strictly prohibited.

9. LIABILITY

9.1 We shall not be liable to you or your party of any loss or damage to property however arising unless demonstrably caused by our negligence or wilful misconduct or that of those for whom we are legally responsible. You must take all necessary steps to safeguard yourselves and your property.

10. DAMAGE AND BREAKAGES

- 1. You are legally bound to reimburse us for replacement, repair or extra cleaning costs on demand.
- 2. Please note that we do not allow the use of confetti or glitter in our accommodation, if we find this has been used during your stay you will be charged an additional cleaning fee of £75.
- 3. We ask that you look after the property and its contents and hand it back to us in the same condition as it was at the start of your stay. If you mistreat the accommodation or its contents (or fail to comply with other obligations giving rise to costs incurred by us) you are required to cover the cost of any resulting damage.
- 4. If you lose a key we will replace it but you will be liable to cover the cost of the replacement on demand, the cost for any lost keys is £110 which covers the changing of the locks and you will be charged at the point of spare keys being provided. If keys are lost out of hours an emergency locksmith will be sent by our team with the cost of the call out and the replacement locks charged at the given rate charged directly by the contractor and payable at the time of call out directly by yourselves
- 5. We appreciate that accidents can happen and take a pragmatic and sensible approach to damage and breakages. We would not charge

you for the odd broken mug or glass, but please do inform us of any breakages/damage as it occurs so that we can put it right.

6. If you notice that something is broken or not working properly please tell us even if it is not causing you a problem or discomfort, as we want to ensure things are as good as they can be for all our guests. Any cleaning over and above normal usage including, but not limited to, burnt on food in the oven / hob, discolouration to tiling or linen due to (but not limited to) hair dyes, may incur an additional cleaning cost which will be payable on demand.

11. RIGHT OF ENTRY

1. We retain the right of entry to the property at all reasonable times for the purpose of inspection or to carry out any necessary repairs or maintenance. We will do our best to minimise disruption to you if we need to enter the property during your stay. Please note that for all log cabins that have hot tub facilities, our team check these daily for your safety and comfort to check the chemical levels and overall condition.

12. **WI-FI**

- 1. Wi-Fi is complimentary and is provided for our guests reasonable use.
- 2. Guests accept to use this access to the Internet fairly and appropriately and in accordance with Kingfishers's Wi-Fi terms and conditions. We may monitor network performance and user usage in order to maintain a fair and high level of service to all our guests. A copy of which is available online when signing in to Kingfishers Wi-Fi and in our accommodation.
- 3. The Internet access provided is intended for general use such as

access to the worldwide web, email, messaging, social media, light video, music, media and streaming. It is not intended or ideally suited for heavy media streaming, online gaming, extensive downloads or uploads.

- 4. Access to illegal activity or use of our network for illegal activity is strictly prohibited and will be reported to the police.
- 5. All services are provided on an "as is" basis. We do not warrant that the service is fault free or fit for any particular purpose, or that our system is secure. You assume all responsibility and risk for use of the service. We will always try to make the service available, but it may be interrupted, limited or curtailed due to maintenance and repair work, transmission or equipment limitations/failures.
- 6. 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.

13. COMPLAINTS

- 1. 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.
- 2. If during closing hours you have any problems please call our night time number as detailed in our onsite Touch and Stay App which you will have been provided with your arrival information.

14. ADDITIONAL TERMS AND CONDITIONS FOR GUESTS BRINGING THEIR DOG

1. We do not accept dogs throughout the entirety of the accommodation,

except for service dogs. No other pets (including but not limited to cats or house rabbits) are permitted. Please see our website which indicates which properties allow for dogs (maximum of 1 dog only) to stay, dogs are charged at an additional £45 per dog.

- 2. Dogs staying within the accommodation will incur an additional fee as set out in the pricing schedule.
- 3. All dogs should be kept under control at all times and the owner must ensure that they are aware of where their dog is at all times. Your dog is your responsibility and if this policy is not adhered to, we reserve the right to ask the owner to leave and also remove their dog from Kingfishers. There are no designated areas at Kingfishers for dogs. Please be respectful of other guests' space and appreciate that they may not want dogs coming up to them or in and around them.
- 4. Dogs must be kept on a lead at all times within the areas of the accommodation, restaurant, cafe, bar and boating lake areas.
- 5. Dogs must keep off the golf course at all times. In the event that the public footpath cuts across the golf course, dogs should be placed on a lead.
- 6. Owners of dogs should clear up after their dogs at all times.
- 7. One dog is welcome into certain properties as indicated on the website.
- 8. Dogs must not chase any livestock or wildlife.
- 9. When you bring a muddy dog back from a walk, please ensure that they are clean before allowing to them to come back into the

accommodation.

- 10. Your dog must not be left alone in the accommodation or any vehicle. If you have a puppy please take extra care. Any chewing of furniture or soft furnishings will result in the item needing replacing at your expense.
- 11. Dogs are not allowed in the bedrooms, on the beds or on any furniture.
- 12. If you have a noisy dog that barks or whines please consider leaving it at home. Kingfishers will have to respond to complaints of excess noise and you may be asked to remove your dogs from the premises.
- 13. Dogs must not be left unattended in vehicles of any nature or within the accommodation at anytime. Failing to observe this clause 14.13 may result in the relevant authority being informed and being asked to leave the premises.
- 14. Any dog showing signs of aggression will result in you being asked to remove it from the premises immediately, without exception.
- 15. Dog owners accept full responsibility and liability for any damage to property or persons injured by their dog.
- 16. If the property requires additional cleaning as a result of your dog, we reserve the right to charge a £50 fee to cover the cost, payable on demand.
- 17. We do not accept animals other than dogs, this includes but is not limited to cats, house rabbits or birds. Only canine pets are accepted in our properties.

18. If anyone is found to have any pet of which we are not aware and which was not added to your booking and paid for prior to your arrival, you will be asked to leave the property with no refund being provided. It is the responsibility of the person booking to ensure that all details are correct prior to arrival. We have a strict policy on animals being brought into our accommodation.

15. PARKING

- 1. Free on-site parking is available at Kingfishers for all our guests.
- 2. Users of any car park or car port at Kingfishers do so at their own risk. We will not accept responsibility for any damage, accident or loss incurred while any vehicle is parked on our premises.

16. RIGHT TO REFUSE BOOKINGS / CANCELLATIONS

- 1. We reserve the right to refuse bookings.
- We reserve the right to cancel any booking without compensation, refund or reimbursement if the terms of these conditions are breached.

17. YOUR PERSONAL DETAILS & PRIVACY

1. Our policy surrounding the personal details you provide as part of any booking or inquiry through this website including the privacy of those details are explained out in our privacy policy which may be viewed on our website <u>here</u> and which may be varied from time to time. For all third-party bookings please refer to their privacy policies.