

## Booking Terms & Conditions

Please take the time to read these Booking Terms and Conditions, we appreciate that it is tempting to skip the content, but our lawyers say these things are important and you should read them because by using any of our sites and by placing a booking with us you're indicating that you accept and agree to comply with them. We have written the Booking Terms and Conditions to describe clearly booking policies and procedures and to clarify the contractual relationship between you and us [Low Birker Farm Guesthouse, Boot, Eskdale Valley, Holmrook, Cumbria, CA19 1TH].

### 1. Definitions

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

1.1 Accommodation: means the period of time for which We provide Accommodation at the Property to You as set out in the Booking and agreed by Us.

1.2 Booking Charge: this comprises the total cost of the Accommodation for the agreed duration and the property named and includes a Cautionary Deposit.

1.3 Booking Confirmation Form: means the communication You will receive following Your Booking confirming Your arrival date, departure date, details of the Booking Charge and Your deposit. The 'Date of Arrival' means the date shown on the Booking Confirmation Form as the commencement date of the Holiday Period. The 'Date of Departure' means the Departure Date referred to in the Booking Confirmation Form as the date on which you are required to vacate the Holiday Property. The 'Holiday Period' means the period from 4:00 pm on the Commencement Date to 10:00 am on the Departure Date.

1.4 Booking: means the Booking made by You either via the website, by telephone or email. The booking is only made with a single person and not a group of people. There is one contract and this contract is with the person making the booking and whose name is on the confirmations. We are letting the accommodation to this person to use the property subject to our rules on maximum occupancy [and other terms of use].

1.5 Cautionary Deposit: means the monies provided by You and held by us as a deposit to be applied against the following [but not limited to]: the reasonable cost of miscellaneous repairs, damage, unnecessary call-outs, replacement of Property, and non-compliance with terms and conditions.

1.6 Events Outside Our Control: means any act or event beyond Our reasonable control, including without limitation, actions or omissions (including, but not limited to, cancellation or failure to provide access to the Property) strikes, lock-outs or other industrial action by third parties, civil commotion, riot, invasion, terrorist attack or threat of terrorist attack, war (whether declared or not) or threat or preparation for war, fire, explosion, storm, flood, earthquake, subsidence, epidemic/pandemic or other natural disaster, or failure of public or private telecommunications networks [including where this effects house technology reliant

on broadband integrated within the property], power networks or water supplies, local building works or roadworks, transport interruptions, delays or cancellations.

1.7 Guests: the permitted number of Guests joining the lead booker staying at the Property as outlined in the Booking Confirmation Form. For the avoidance of doubt, the booking is only made with a single person and not a group of people. There is one contract and this contract is with the person making the booking and whose name is on the confirmations. We are letting the accommodation to this person to use the property subject to our rules on maximum occupancy [and other terms of use]. The guests of the lead booker may only stay provided they comply with our terms and conditions.

1.8 House Information: means the Property Information folders located within the Property and which provides information and contains manuals as to how to operate equipment in the Property.

1.9 Property: means the property booked [Low Birker Farm Guesthouse, Boot, Eskdale Valley, Holmrook, Cumbria, CA19 1TH].

1.10 Terms: mean the terms and conditions set out in this document, the Property Specific Terms and any other terms provided to You.

1.11 We/Us: means Low Birker Farm Guesthouse, Boot, Eskdale Valley, Holmrook, Cumbria, CA19 1TH/the Property/ owners/ and our authorised agents.

1.12 You: means the person making the Booking and named as the Booking Name on confirmations. You are responsible for all parties staying in the accommodation. For the avoidance of doubt, the booking is only made with a single person and not a group of people. There is one contract and this contract is with the person making the booking and whose name is on the confirmations. We are letting the accommodation to this person to use the property subject to our rules on maximum occupancy [and other terms of use]. The guests of the lead booker may only stay provided they comply with our terms and conditions and breach to these terms by them will be equivalent to a breach by You and you shall retain all liability for them.

1.13 Supplier: means the external concierge service provider, a third-party Supplier or any other third-party Supplier. This includes third-party Suppliers/services external to the Property [such as taxis/restaurants/pubs/takeaways/local attractions/supermarkets and supermarket delivery].

## 2. Nature of this Agreement

2.1 When You submit a Booking to Us via our online reservation system or by email, this does not mean We have accepted Your request for Accommodation. This does not form a contract between us. A contract shall only arise when Our acceptance of the Booking takes place when we send you the Booking Confirmation Form subject to all payments being made, your person identification being provided and verified, and other pertinent details

requested in initial emails. If We are unable to supply You with the Accommodation, We will inform You of this in writing and We will not process the Booking.

2.2 We will only be accepting bookings that comply with the Government's household/bubble rule in response to COVID-19.

2.3 We are providing You with our agreement to use the Property and You agree to use the Property only in the manner as prescribed in these Terms and Conditions and for the maximum number of occupants, 10 within Low Birker Farm Guesthouse, Boot, Eskdale Valley, Holmrook, Cumbria, CA19 1TH. For the avoidance of doubt, the booking is only made with a single person and not a group of people. There is one contract and this contract is with the person making the booking and whose name is on the confirmations. We are letting the accommodation to this person to use the property subject to our rules on maximum occupancy [and other terms of use]. The guests of the lead booker may only stay provided they comply with our terms and conditions.

2.4 This Holiday Let is granted by the Owner to You for the purpose of a holiday and is not intended to create the relationship of landlord and tenant between the parties. You shall not be entitled to a tenancy, or to any form of statutory security of tenure either now or when the Holiday Period ends.

2.5 You must be at least 18 years of age at the time of making the booking. At the time of booking or when otherwise requested by us, you must provide a list of names and approximate ages of all adults, children and infants that will be staying in the property booked. You are entitled to change members of your booking party prior to arrival provided that you do not exceed the maximum occupancy; however where you have previously provided details of the booking party to us, we will need you to provide details of any such changes. You are responsible for ensuring that all members of your booking party comply with these Terms of Use [as set out on this page], and You agree to take full responsibility for the actions of all persons during your stay, however, the contract for the provision of accommodation is between us and you [as the person making the booking]. A breach to these terms by guests will be equivalent to a breach by You and you shall retain all liability for them.

2.6 If you wish to invite additional visitors to visit you in the Property during stay, please ask us. We will try to accommodate this but we need to comply with the maximum site occupancy limits and our consideration to other guests. Such visitors will not be permitted to stay overnight at the Property and are not permitted to use any of the site facilities which are for booked/named guests only. The identity of anyone not disclosed to us prior to their arrival will be refused admittance and/or asked to leave.

### 3. Booking Charge

3.1 We reserve the right to increase or decrease the price of Accommodation at any time, however, we will confirm the price of Your stay at the time of Booking and this will not change.

3.2 The Booking Charge is compromised of the total cost of the Accommodation for the agreed number of nights for the agreed number of Guests staying and the Cautionary Deposit. When booking our accommodation, You are booking the accommodation as a whole. In the event part of your group cannot stay, or your group cannot stay the whole booked period, you are still liable for the full cost of the stay as You have booked the Property.

3.3 You must pay half of the Booking Charge when placing the Booking with Us. All payments must be made by bank transfer; payments by card are not accepted. The remaining amount [including the Cautionary Deposit] is payable no later than fourteen days prior to arrival. Please refer to our cancellation terms.

3.4 Bank transfers must be in cleared funds by the deadlines for payment as set out in this agreement and cannot be used for payment of the minimum deposit as detailed in these Terms and Conditions. Cheques may not be used for payment of any sums due under this agreement without our prior written approval.

3.5 Once a booking is confirmed it is not transferrable. Please also refer to cancellation terms.

3.6 Any bank or transfer charges shall be borne by You.

3.7 Payment may only be made in the currency as shown in the Booking.

3.8 Where VAT is chargeable, it is included in the sums given.

3.9 The remaining balance must be paid by bank transfer at least fourteen days before your arrival date as specified on the Booking Confirmation Form.

3.10 Where a Booking is made less than fourteen days prior to the arrival date the entire Booking Charge is payable immediately when making the Booking. Payment by bank transfer will only be accepted.

3.11 If You do not pay Us for the Accommodation when You are supposed to, and by the accepted payment terms, access to Accommodation will not be permitted and We may cancel your booking and terminate this contract. This does not affect Our right to charge You interest at the rate of 8% per annum.

3.12 It is your responsibility to ensure you have adequate insurance in place to cover any loss or damage that you may suffer as a result of any cancellation of your stay. We strongly recommend that you consider taking out such insurance immediately following your booking being confirmed. You are strongly advised to take out insurance covering COVID-19 as this is now a known risk to the consumer. If you choose not to take out insurance then you accept the responsibility for any loss that you may incur as a result of your cancellation.

#### 4. Concierge Services & Use of Third-Party Suppliers

4.1 Where You make enquiries to Us about Suppliers or 'concierge services' it is understood that these are third-party Suppliers and for the avoidance of doubt We are not offering any advice or recommendations about these Suppliers or their services. We are simply offering contact details for You to enquire and access services directly from Suppliers, if you chose to. If we do offer a recommendation of a third-party Supplier, we are doing so based on our genuine belief or experience or feedback received by us from other guests or local contacts. We do not accept liability for the activities of any third-party Supplier [on and off our Property] and shall not be liable for the failure of a particular service provider to properly perform the relevant services, this being a matter between You and the Supplier.

4.2 If You intend to use third-party Suppliers, You must advise Us in writing to seek permission from Us [and where relevant our insurers] and that in making a request for consent, You must provide written details of the Supplier. Where we have provided details of a Supplier this will not alleviate You of the requirement to seek consent to use them. You must provide Us with the Suppliers contact details, copy of their public and employer's liability insurance that covers their activities. We may also need to ensure the Supplier's insurance is compliant with our insurance providers. For the avoidance of doubt, You cannot proceed with booking a Supplier without our express written consent. Consent will only be given where the Supplier is permitted by Us, has appropriate insurance cover, is compliant with our insurance and We have been provided all information relating to the insurance that is required. In the event a Supplier cannot be given permission You understand that We cannot be held liable for frustration, and any costs or loss as a result, and the Supplier will not be permitted onto our Property.

4.3 The supply of, and payment for, third-party Supplier services shall be subject to the Supplier's terms and conditions and availability.

4.4 We do not accept liability for any monies owed by You to the Supplier for any goods or services, or for any damage, injury or loss suffered by You or to You as a result of the services provided by the Supplier. For the avoidance of doubt We are not liable for any accident or injury occurring on or off the Property.

4.5 You accept full responsibility and accept full liability for the Supplier on and off our Property including, but not limited to, damage, loss, injury. Where damage has been caused [or where We experience loss of income as a result of this damage] You agree to pay Us in full for that damage or loss. The value of this damage/loss will reflect the damage/loss suffered. This amount will be deducted from your Cautionary Deposit and where the amount exceeds the value of the Cautionary Deposit You agree to pay Us in full immediately. In some cases We may request an additional deposit of funds paid to Us to cover any risk of potential damage to our Property. In such cases You agree to pay the deposit requested prior to getting written consent and booking the Supplier.

## 5. The Cautionary Deposit

5.1 We ask that you look after the property and its contents as if it were you own home and hand it back to us in the same condition as it was at the start of your stay.

5.2 The Cautionary Deposit is £500 per stay and must be paid no later than fourteen days prior to arrival by bank transfer.

5.3 If when you leave there has been no damage caused, loss to any of our Property and there has been full compliance with our terms and conditions and policies we will arrange to refund You your deposit within seven days.

5.4 If you mistreat or damage the property [or its contents] or fail to comply with other obligations giving rise to costs incurred by us we will deduct it from the Cautionary Deposit by the appropriate amount. We will advise you in writing of the amount before making any deductions. The Cautionary Deposit will be held by us to be applied against the costs of miscellaneous repairs and/or replacement, excessive or incorrect use of facilities [including, but not limited to, telephones, internet, misuse of appliances, labour and administration time, and additional cleaning of furnishings, kitchen equipment [including BBQ and outdoor kitchen], damage to estate or land, crockery, glass, bedding and towels damaged or soiled otherwise than by usual wear and tear during the Holiday Period by You or other members of Your Party. As an example, a minimum charge of £40.00 per towel will be deducted from the Cautionary Deposit. If you or members of your party fail to observe these regulations during your stay we reserve the right to close this facility or restrict your access to it. In such circumstances no refunds or compensation will be offered.

5.5 Where costs relating to damage exceed the Cautionary Deposit, We will advise you in writing. You agree to allow us to take the additional payment from your Cautionary Deposit or if this amount exceeds the value of your Cautionary Deposit then excess will fall due immediately by bank transfer.

## 6. Information relating to your stay

6.1 Arrival time is any time after 4pm on the agreed scheduled arrival date on the Booking Confirmation Form.

6.2 If You require an earlier arrival time, this must be agreed in writing with Us when making the Booking.

6.3 You must depart by 10am on the agreed scheduled departure date.

6.4 If You require a later departure, this must be agreed in writing with Us when making the Booking.

6.5 Failure to comply with the arrival and departure periods will result in You being charged a further days charge. This will be deducted from the Cautionary Deposit or otherwise.

6.6 You must inform us of the number and names of Guests staying with you prior to your arrival. This information must be provided in writing to Us. If any of your guest numbers change You must inform us immediately prior to your arrival so that we can confirm our agreement.

6.7 We will prepare all bedrooms for use in the accommodation but for the avoidance of doubt, there is one contract and this contract is with the person making the booking and whose name is on the confirmations. We are letting the accommodation to this person to use the property subject to our rules on maximum occupancy [and other terms of use]. The guests of the lead booker may only stay provided they comply with our terms and conditions.

6.8 The maximum number of Guests permitted is ten including children age above three. Children under three can stay for free, and the maximum number is three.

6.9 You must allow Us access to the Property at all reasonable times and in the case of emergency at all times with or without You being present.

6.10 No dogs, pets, birds and any animals are permitted in the Property at any time.

6.10.1 Guests are reminded that great caution must be taken when on the estate as it presents many hazards and suitable clothing must be worn at all times. There are woods, rocky areas, meadows used as a farming environment, and river frontage. Please do not leave children alone or unsupervised in the property or on the estate at any time during your stay. A ratio of 1 adult : 1 child is recommended. You are responsible for the physical supervision of all members of your party under the age of 18 at all times. This is particularly important in all outside spaces [particularly as there are wild animals on the estate, woods and river access]. Parties not supervising their children responsibly may be asked to put appropriate arrangements in place or to leave the relevant facility.

6.10.2 Please note the following safety advice:

- Use is at your own risk and we cannot be held liable for accidents/injury. Guests must use their common sense and exercise due diligence at all times.
- The estate/woodlands have uneven, rocky and slippery surfaces. Guests are advised wear suitable clothing at all times and. to avoid: wooded areas and to keep at least 4 tree lengths away from trees [particularly during storms], rocky areas and/or area where there might be overhanging rocks or dangers of rockfalls.
- There might be potentially harmful plants, fungi and soil on the estate so guests are advised not to touch any hazardous plants, not to get soil in their mouth/eyes and not to eat anything growing on the estate.
- Guests are advised to avoid all fences, electric fences, and stone walling.
- Smoking [including the use of vaping or electronic cigarettes] is strictly prohibited at the Property.
- Fire is forbidden round the house and within the estate.
- Water has the potential to harbour waterborne diseases so we advise not to get water in/on mucus membranes and to maintain good hygiene practices like washing hands and showering once you have left the water.
- The water can have hidden currents and is extremely cold and can present the risk of 'Cold Water Shock' and subsequent drowning to all swimmers.
- There are deep pools in the river and the rocks can be slippery.

- There can be hidden debris and underwater hazards [including weeds and plants] which can entangle swimmers.
- Be aware of ground conditions when entering or exiting any body of water, the ground may be slippery and uneven so there is a risk of falls.
- Be aware of weather conditions, never take risks and know your limits.

6.11 Broadband internet access is offered in Low Birker Farm Guesthouse. Internet is provided by Star-Link but We cannot promise that the service will be available constantly and we stress that it is provided for recreational and not for business use. Neither a minimum speed, unrestricted bandwidth nor uninterrupted provision of an internet access service can be guaranteed, nor We will be liable for any form of compensation or expenses claimed by You or any guest in respect of the provision of internet services [and house technology integrated within the properties reliant upon internet to function properly] or telephone services not being available or failing. You must not use our internet connectivity services in any way that breaches any applicable local, national or international law or regulation; or in any way that is unlawful or fraudulent, or has any unlawful or fraudulent purpose or effect:

- for the purpose of harming or attempting to harm minors in any way;
- to transmit any data, send, upload or download any material that contains viruses, Trojan Horses, worms, time-bombs, keystroke loggers, spyware, adware or any other harmful programs or similar computer code designed to adversely affect the operation of any computer software or hardware;
- to be defamatory of any individual;
- to promote obscene, offensive, hateful or inflammatory material;
- to discriminate (including based on race, sex, religion, nationality, disability, sexual orientation or age);
- in any way that infringes copyright, database or trade mark;
- to deceive any person;
- to breach any legal duty owed to a third party, such as a contractual duty or duty of confidence;
- to be threatening, abusive, or invade another's privacy, or cause annoyance, inconvenience, or needless anxiety;
- to harass, upset, embarrass, alarm or annoy any other person;
- to impersonate any person, or to misrepresent your identity or affiliation with any person;
- to give the impression that you are economically linked to us;
- to advocate, promote, or assist any unlawful act such as (by way of example only) copyright infringement or computer misuse; or
- to access without authority, interfere with, damage, or disrupt any equipment or devices connected to a network owned, controlled or used by us or any third party.

The use of the internet by a minor is subject to this policy and the consent of their parent or guardian. We advise parents who permit their children to use the internet connectivity we provide that it is important that they communicate with their children about their safety online, as moderation is not fool proof.



Failure to comply with this acceptable use policy constitutes a material breach and may result in our taking any or all of the following actions:

- immediate, temporary or permanent withdrawal of your right to use our services;
- legal proceedings against you for reimbursement of all costs on an indemnity basis (including, but not limited to, reasonable administrative and legal costs) resulting from the breach;
- further legal action against you; and/or
- disclosure of such information to law enforcement or other such authorities as we deem appropriate.

Limitations to our liability:

- 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;
- provision of internet by us is entirely discretionary and provided without guarantee. Failure of our internet connectivity, or failure to provide internet connectivity (or sufficient bandwidth for any specific use) does not constitute a breach of any contract to provide you with accommodation;
- we exclude liability for actions taken in response to breaches of this acceptable use policy. The responses described in this policy are not limited, and we may take any other action we reasonably deem appropriate;
- we exclude any liability for any direct, indirect or consequential loss or damage incurred by any user in connection with our internet connectivity services or in connection with the use, inability to use, or results of the use of our services including loss of or damage to; income or revenue, business, profits or contracts, anticipated savings, data, or goodwill, whether caused by tort (including negligence), breach of contract or otherwise, even if foreseeable, provided that this condition shall not prevent claims for loss of or damage to your tangible property or any other claims for direct financial loss that are not excluded by any of the categories set out above;
- we will not be liable for any loss or damage caused by viruses or other technologically harmful material that may infect your computer equipment, computer programs, data or other proprietary material due to your access to the internet via our services.
- The guest is aware that internet speeds are very slow due to the proximity of the mountains, poor weather and local internet infrastructure and cannot seek compensation as a result of slow internet speeds or technology that is reliant upon internet to function properly.

6.12 We cannot accept responsibility or pay any compensation where the Holiday Let is frustrated in circumstances amounting to force majeure, including events such as the destruction and damage of the Holiday Property through fire, flood, explosion, storm or

weather damage or adverse weather conditions, neighbouring building works, burglary, criminal damage, riot or civil strife, industrial action, natural or nuclear disaster, war or threat of war, actual or threatened terrorist activity, non-availability of public transport, destruction/interruption of utility services including WiFi and Internet [and house technology integrated within the property that relies upon internet to function properly], epidemic/pandemic, temporary invasion by pests and/or similar situations beyond the control of Low Birker Farm, either before the Commencement Date or during the Holiday Period.

6.13 No liability is accepted by Us for access difficulties to the Holiday Property caused by weather conditions affecting public roads. Reasonable efforts will be made to keep you informed of adverse weather conditions which may affect public or private access to the property, however, road conditions can change rapidly. Therefore you are strongly advised to seek the latest information relating to access prior to setting off on your journey. You are advised to take out comprehensive holiday insurance. We accept no liability for keeping footpaths or roadways clear of snow and/or ice or debris but may take steps to improve the condition thereof [without being deemed to hold out the safety of any surface to any guest or visitor].

6.14 We cannot accept responsibility for water shortages caused as a result of drought conditions, an act of omission of the relevant utility operator or any other cause outside the control of Us.

6.15 Low Birker are on a private water supply; guests are required to boil water before drinking or using it in cooking.

6.16 We will issue You with a set of keys on Your arrival date and You must return these to us in the lock box by 10am on Your departure date unless otherwise agreed when making the Booking. You must ensure the lock box is securely closed. Failure to return keys will result in the locks being changed and deductions for all work and time being deducted from your Cautionary Deposit.

6.17 The cost of your Accommodation includes reasonable use of electricity and oil. We reserve our right to charge You for any excessive use [excessive use will be determined by Us].

6.18 A small supply of logs for the stove is provided. If inappropriate fuel is used on an open fire or stove You will be liable for the cost of making good any damage. If You are in any doubt about how to use the stove or what fuel to use, You must first refer to the House Information folders or choose not use this amenity if you do not feel confident you can operate in a safe manner.

6.19 The cost of your Accommodation includes your use of linen and towels provided on arrival. Additional linens/towels are chargeable. Travel cots and highchairs can be included but are subject to availability.

6.20 We will not be responsible for providing consumables and items such as: food, drink, washing up liquid, dishwasher and washing machine powders.

6.21 You acknowledge that Your personal property, including any objects, equipment, furniture, stock, or other property of any sort will remain under Your control and care whilst You use our Property, and that You are in the best position to insure such property, and accordingly it is reasonable for us to exclude liability for such property to the extent excluded hereby. Cars/sailing boats or other property which is left on the estate is done so entirely at the risk of the owner and We accept no responsibility for such items.

6.22 We cannot accept responsibility for any equipment, provided by you, or for, or on your behalf, that is left unattended to, during or after Your stay.

6.23 We will retain any left/forgotten items at the Property for a period of 28 days from the departure date. Items will be returned to You if requested at a cost of £50.00 plus postage and packaging. We do not accept responsibility for the safe carriage of any items returned. Items of food and drink will not be returned.

6.24 The use of these amenities is on the basis that You use them entirely at Your own risk and We accept no responsibility for injury, loss or damage to You or Your Guests and children and pets must be accompanied at all times.

6.25 You are required to put refuse/recycling in the appropriate waste collection area outside the property. Failure to do so may result in a deduction being made from Your Cautionary Deposit.

6.26 You are not permitted to hold firework displays or release sky lanterns under any circumstances. We are located within The Lake District National Park and have many species of rare wildlife around us. Our estate is also in an area of Special Scientific Interest and is SSSI protected. SSSI protection is the basic building block of site-based nature conservation. Fireworks cause a significant amount of stress to the local wildlife causing fear, stress and anxiety. This can lead ewes to abort their lambs, birds to flee nests and other wildlife to abandon their homes. Errant fireworks also cause environmental damage through fires, the release of poisonous chemicals into the water, air and ground, and plastic pollution that can then injure or be consumed by wildlife.

6.27 You must inform us in writing, prior to making a booking, if you have any special requirements or needs so we can advise accordingly on whether we can meet your requirements or needs. This includes the use of any services or amenities. Services and amenities are subject to availability and if there is anything of particular importance to you please let us know prior to booking. Please note that Low Birker Farm is not equipped with Accessibility Facilities or Amenities and therefore may be unsuitable for those who require these.

6.28 Supplementary Terms for COVID-19. Please also refer to cancellation terms.

\* All guests must adhere to the Government's household/bubble ruling. If in doubt guests should reduce their guestlist in order to comply. When booking our accommodation You are not booking bedspaces You are booking the accommodation as a whole. In the event part of your group cannot stay You are still liable for the full cost of the stay as You have booked the Property.

- All guests travelling must be free of Coronavirus and not in a period of self-isolation.
- Any guest with Coronavirus should not check in to the house.
- Any guest developing symptoms should leave the property immediately to self-isolate at their own home. Should any guest attempt to self-isolate at the property all costs and compensations will be borne by You.
- Maintenance inside the house will be limited to emergency work only.

6.29 Your use of the property does not entitle you to charge an electric or hybrid vehicle, e-bike/scooter, or appliance other than hand-held electrical devices. Charging a vehicle on site poses a risk to the vehicle, the Property and is a risk to life. If you have any particular charging requirements please get in touch before you book.

6.30 Should you discover any immediate issues, defective or damaged items or defects within the property upon arrival please make contact with the 'contact for your stay' straight away so these can be inspected and addressed. An email should also be sent within 24hrs to the 'contact for your stay' and [mqstays@gmail.com](mailto:mqstays@gmail.com) with photos and your details.

6.42 For the purpose of fire safety doors must not be propped open and must be shut at night.

## 7. Damage and Replacing Items

7.1 You shall ensure that there is no damage or interference caused to any of the fire extinguishers or any other safety products except in case of an emergency. If any damage is caused this must be reported immediately in writing.

7.2 When you are Booking the Property You do so on the understanding that the cost of replacing damaged or lost items/Property will be charged to You at the current rate of replacement [new for old]. Where items are no longer available, You agree to replacement of items to be with an item of similar quality.

7.3 When you arrive at the Property, if you identify any damage it is important you notify us immediately upon arrival in writing by email. If You do not, when you leave the Property, we could charge you for the damage as it will be assumed that You caused it. If no report of damage is made upon arrival You are accepting the condition of the property as per the inventory and inspection check carried out by Housekeeping and the maintenance contractor prior to your arrival and You are responsible for any damage/labour costs as a result of your stay.

6.4 During your period of stay, You shall take all reasonable precautions to ensure that no damage occurs to the Property.

6.5 You are not allowed to fix any items to the floors, walls or ceilings or any other interior part of the Property by means of nails, screws, drawing pins, Sellotape, tape, glue or staples or any other means unless agreed in writing with Us prior to the Booking.

6.6 Where there is damage or loss caused to the Property You will be responsible for the replacement of the same. As some of the items in the Property are of considerable value, it may take time for items to be sourced. Where the sourcing of items takes longer than a reasonable period of time, then We reserve our right to charge an additional administration fee.

7.7 Any damage or loss caused must be reported immediately in writing by email to Us. We will then acknowledge your email and where required advise You of the replacement costs.

7.8 If you lose your set of keys you must contact us immediately. We will arrange for a new set of keys to be provided as soon as is possible and reserve our right to charge you a replacement key charge.

## 8. Conduct

8.1 You must refrain from any conduct or behaviour that would bring Us, its owners and its agents any disrepute or cause discomfort / risk to others.

8.2 You are responsible for all of your Guests and must ensure they also comply with these Terms and Conditions.

8.3 You must not carry out or permit any act that would make any insurance policy on the Property void or voidable or increase the premium [including, but not limited to: over-occupancy of the Property, use of third party suppliers, use of fire works.

8.4 You must keep and leave the Holiday Property and furnishings, kitchen equipment [including BBQ and external kitchen], estate and land, crockery, glasses, bedding and towels clean and in good condition and be responsible for repairing any damage pursuant to Clauses in these terms and conditions.

## 9. General Booking Conditions

9.1 By acceptance of these conditions, You indemnify us against any loss, claim, damage, costs or expenses suffered by or made against us however and by whomsoever caused (including but not limited to the negligence by You, third-party suppliers booked by You, Your servants or agents) arising from Your Booking subject to the extent to which such loss, claim, damage, costs or expenses arise wholly or in part from negligence on our part.

9.2 Nothing in this agreement confers any right on any person (other than Parties hereto) pursuant to the Contracts (Rights of Third Parties) Act 1999.

9.3 Nothing in this agreement shall create a partnership or establish a relationship of principal or agent or any other fiduciary relationship between the Parties.

9.4 No variation of this agreement shall be valid or effective unless it is in writing, refers to this agreement and is duly signed or executed by, or on behalf of, each Party.

9.5 No party may assign, subcontract or encumber any right or obligation under the agreement, in whole or in part, without the other party's prior written consent.

9.6 We both agree that all communications made in connection with this agreement shall be made electronically or in writing.

9.7 This agreement sets out the entire agreement and understanding between Us and You in connection with the services (except for any terms and conditions which may be contained in any future agreement to be made between Us and You).

9.8 The Parties irrevocably agree that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim arising out of, or in connection with, this Agreement, its subject matter or formation (including non-contractual disputes or claims).

## 10. Legal Rights

10.1 As a consumer, You have legal rights in relation to Accommodation not offered to You with reasonable skill and care, or if the materials We use are faulty or not as described. Advice about Your legal rights is available from Your local Citizens' Advice Bureau or Trading Standards office. Nothing in these Terms will affect these legal rights.

## 11. Our Liability to You

11.1 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, but 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 they were contemplated by You and Us at the time We entered into this contract. For the avoidance of doubt, We are not responsible for any transport and/or alternative accommodation costs.

11.2 We only supply the Accommodation for domestic and private use. You agree not to use the Accommodation 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. If You do wish to use the Property for a commercial purpose, please contact Us.

11.3 We do not exclude or limit in any way Our liability for:

- death or personal injury caused by Our negligence;
- fraud or fraudulent misrepresentation;
- breach of the terms implied by section 2 of the Supply of Goods and Accommodation Act 1982 (title and quiet possession);
- breach of the terms implied by sections 3, 4 and 5 of the Supply of Goods and Accommodation Act 1982 (description, satisfactory quality, fitness for purpose and samples); and
- Defective products under the Consumer Protection Act 1987.

11.4 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 or vehicles, howsoever caused.

11.5 Whilst we keep our illustrations, photographs and other images as up to date as possible, any illustrations, photographs and other imagery displayed are for illustrative purposes only and subject to change.

## 12. Cancellation Policy & Applicable Refund

12.1 If you wish to cancel your Booking You must notify us in writing by email immediately of your wish to cancel.

12.2 Whilst we will try our hardest to accommodate any changes you might wish to make, if this is not possible, we will charge you as per the Schedule below.

12.3 If you cancel your Booking your Cautionary Deposit will be automatically refunded however, for refunds of the total cost of the Accommodation please refer to the following Schedule:

- For cancellations made more than fourteen days prior to arrival the full deposit will be refunded to you [minus a £100 fee to cover administration time, fund transfer costs, remarketing costs etc].
- For cancellations made less than fourteen prior to arrival 100% of the deposit will be retained.

12.4 We may have to cancel a Booking before the start date for the Accommodation, due to an Event Outside Our Control, or the unavailability of key personnel or key materials without which We cannot provide the Accommodation. We will promptly contact you if this happens.

12.5 If We have to cancel a Booking under clauses 12.4 and you have made any payment in advance for Accommodation that have not been provided to you, We will refund these amounts to you but we will not be liable for any additional losses incurred.

12.6 If, for any reason, we are unable to offer the Property to you for the duration of the Accommodation then we shall use reasonable endeavours to find suitable alternative accommodation to you.

12.7 If, under clause 12.6, we are unable to find suitable alternative accommodation then we may cancel the Booking and shall refund any fees paid to us in accordance with the Booking but we will not be liable for any additional losses incurred.

12.8 We may cancel the contract for Accommodation at any time with immediate effect by giving you written notice if:

12.8.1 You do not pay Us when you are supposed to, This does not affect Our right to charge you interest at the rate of 8% per year, or you break the contract in any material way.

12.8.2. COVID-19 & Customer Inability [or the inability of any, some or all of Your intended party] or disinclination to travel to and stay at our Properties for any reason.

It is only in the event of a full national lockdown, and/or the address submitted during the booking process being placed into a Tier by Government which has a "DO NOT TRAVEL" restriction placed on it that we are offering a full refund. For the avoidance of doubt our refund guarantee does NOT cover guests for falling ill with COVID [or any other illness], for a requirement to self-isolate or quarantine, or for a Track & Trace alert preventing You from travelling. This includes [but is not limited to]: jury duty, family emergencies, vehicle breakdowns and delays, and a change to working or personal circumstances. When booking our accommodation You are not booking bedspaces You are booking the accommodation as a whole. In the event part of your group cannot stay You are still liable for the full cost of the stay as You have booked the Property. COVID-19 is now a known risk and these situations can be covered by taking out suitable travel insurance. If you or your guests are in quarantine and/or unable to travel due to illness this will be treated as a normal cancellation and you should claim on your own travel insurance. No transfer or refund will be offered.

12.8.3. We reserve the right to refuse to hand over the accommodation/property [or to allow continued occupation by] any person who in our reasonable opinion is not in a suitable state to take charge of it. In such circumstances no refunds or compensation shall be given.

12.8.4. We reserve the right to ask any guest to leave the accommodation/property where, in our reasonable opinion, the guest fails to observe the Terms of Use or otherwise poses a threat to our safety or the safety and enjoyment of other guests or causes damage to property or damages to others. In such circumstances no refunds or compensation shall be given.

12.8.5. In respect of your reservation we shall not be liable for any sums which you have paid to any other persons/parties in connection with your reservation.

12.8.6. For the avoidance of doubt, we shall have no further liability to you for changes to or the cancellation of any booking. We strongly recommend all guests purchase travel insurance and ensure this also covers COVID-19 as this is now a known risk to the consumer. 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.



### 13. Events Outside Our Control

13.1 We will make every effort to make the Accommodation available to You on time. However, there may be delays due to an Event Outside Our Control. In these circumstances the guest is not liable for any form of refund or compensation.

13.2 We will not be liable or responsible for any failure to perform, or delay in performance of, any of Our obligations under these Terms that is caused by an Event Outside Our Control.

13.3 We cannot accept responsibility or pay any compensation where the Holiday Let is frustrated in circumstances amounting to force majeure, including events such as the destruction and damage of the Holiday Property through fire, flood, explosion, storm or weather damage or adverse weather conditions, neighbouring building works, burglary, criminal damage, riot or civil strife, industrial action, natural or nuclear disaster, war or threat of war, actual or threatened terrorist activity, non-availability of public transport, destruction/interruption of utility services including WiFi and Internet [and any house technology integrated within the properties that is reliant upon internet to function properly], epidemic/pandemic, temporary invasion by pests and/or similar situations beyond the control Low Birker Farm, either before the Commencement Date or during the Holiday Period. The guest is aware that internet speeds are very slow due to the proximity of the mountains, poor weather and local internet infrastructure and cannot seek compensation as a result of slow internet speeds.

13.4 Some of our sites contain links to third party sites, services and resources. We have no control over the content of those sites, resources or third parties and accept no responsibility for them, or for any loss or damage that may arise from your use of them. We do not review, censor, approve, edit or endorse any information placed on third party sites or resources.

13.5 No liability is accepted by Low Birker Farm for access difficulties to the Holiday Property caused by weather conditions affecting public roads. Every effort will be made to keep you informed of adverse weather conditions which may affect public or private access to the property, however, road conditions can change rapidly. Therefore you are strongly advised to seek the latest information relating to access prior to setting off on your journey. You are advised to take our comprehensive holiday insurance.

### 14. Information about us and how to contact Us

14.1 Within the Property you will be able to access Property Information folders. These contain important information relating to your stay. It is imperative that you familiarise yourself with the equipment at the Property using these folders because they contain information such as how to operate the heating and appliances.

14.2 Details of the Property given in our website are accurate at the time of publishing. We reserve the right to make alterations to our website at any time. Whilst we keep our illustrations, photographs and other images as up to date as possible, any illustrations, photographs and other imagery displayed are for illustrative purposes only and subject to change.

14.3 If You have any questions or if You have any complaints, please contact Us. You can contact Us by telephoning us on 07539652626, using the online contact form or by email [mqstays@gmail.com](mailto:mqstays@gmail.com) If You wish to contact Us in writing, or if any clause in these Terms requires You to give Us notice in writing (for example, to cancel the contract), You can send this to Us by using the online contact form or email [mqstays@gmail.com](mailto:mqstays@gmail.com). We will confirm receipt of this by contacting You in writing. If We have to contact You or give You notice in writing, We will do so by e-mail to the address You provide to Us in the Booking.

14.4 Should you discover any immediate issues, defects damaged items or defects within the property upon arrival please make contact with the 'contact for your stay' straight away so these can be inspected and addressed. An email should also be sent within 24hrs to the 'contact for your stay' and [mqstays@gmail.com](mailto:mqstays@gmail.com) with photos and your details.

14.4.1 If you experience any difficulties during your stay please contact us on the numbers provided above and follow up by sending us an email. Important service provider numbers are available for you to obtain from the Booking Confirmation Form, and property information folders within the Property.

14.5 Where you are experiencing any problems, We will arrange to come out to the Property. If however We are called out and identify no problems, then we will charge a call out charge of £100 per hour. This will be deducted from the Cautionary Deposit.

14.6 All special offers advertised do not apply to the peak season unless otherwise stated. We reserve the right to apply an "Invitation to Treat" to any price or special offer.

## 15. How we may use your Personal Information

15.1 We will use the personal information You provide to Us to:

- provide the Accommodation;
- for anti-fraud measures;
- provide additional services through third parties to You as requested within the Booking;
- process Your payment for Accommodation; and
- inform You about similar products or services that We provide.
- You may stop receiving these at any time by contacting Us.

15.2 We will not give Your personal data to any third party [other than clause 15.3] unless You have requested additional services to be provided during Your Accommodation, in which case the parties providing those services will be provided with Your personal data, where necessary.

15.3 As we are a partner of booking.com, vrbo.com, Google vacation, Lodgify.com, who are professional online travel agents and channel manager, we may provide your details to them so that they can contact you for feedback about your stay and also provide you with any information relating to similar services. If you do not wish for them to contact You. You may unsubscribe from this service at any time.

15.4 Further information on our privacy policy can be found below.

## 16. Other Important Terms

16.1 We will provide you with comprehensive arrival and house instructions for your reference. These guides will contain all the information required to enjoy your stay. In the interests of security, you agree to keep such sensitive information confidential and will not print or discuss the contents with anyone not included in the booking party.

16.2 This contract is between you and Us. However, You acknowledge that the Owner may enforce any and all of the terms of this agreement against you.

16.3 Except as otherwise outlined in this agreement, no other person shall have any rights to enforce any of its terms. No-one other than such individuals as listed in the Booking may enjoy the Accommodation.

16.4 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.