

Kate & Tom's Limited

Terms and Conditions of Contract

1. Definitions

In these conditions, unless the context requires otherwise:

- 1.1. 'Agency' means Kate and Tom's Limited of 12 Royal Crescent, Cheltenham, Gloucestershire, England, GL50 3DA which is a company registered in England and Wales under company number: 08218482.
- 1.2. 'Agency's Website' means the Agency's website at www.kateandtoms.com;
- 1.3. 'Balance' means the total amount payable by You for the Rental Period (including, for the avoidance of doubt, the Cautionary Deposit) less the amount of the Booking Deposit, if any, paid in accordance with clause 5 below;
- 1.4. 'Booking Deposit' means a deposit which may be payable by You to the Agency on acceptance of the booking by the Owner in accordance with clause 5 below if your booking is made more than three month before the Rental Date;
- 1.5. 'Booking Form' means the form provided by the Agency in which you provide information with respect to your booking and requirements and make an offer to the Owner in accordance with clause 3.1 below;
- 1.6. 'Business Days' means 8.30a.m – 5.00p.m on any day (other than a Saturday or Sunday or public holiday) when banks in London are open for business.
- 1.7. 'Booking Service' the service which the Agency provides to Owners through the Agency's Website whereby prospective customers for holiday lets are able to choose and book a holiday property.
- 1.8. 'Cautionary Deposit' means the deposit to be paid by You and held by the Agency on behalf of the Owner as security against any damages and/or any requirement for additional cleaning, whether discovered during the Rental Period or after your departure, as further described in clause 5 below.
- 1.9. 'Conditions' means these terms and conditions;
- 1.10. 'Contract' has the meaning given in clause 3.4.
- 1.11. "Force Majeure Event" means any circumstance not within a party's reasonable control including, without limitation:
 - (a) acts of God, severe floods, droughts, earthquake or other natural disaster
 - (b) epidemic or pandemic including any yet unknown effects of the Covid-19 pandemic.

- (c) terrorist attack, civil war, civil commotion or riots, war, threat of or preparation for war, armed conflict, imposition of sanctions, embargo, or breaking off of diplomatic relations
 - (d) nuclear, chemical or biological contamination or sonic boom
- 1.12. 'Key Facts' means the key facts on the Agency's Website which relate particularly to the Property.
 - 1.13. 'Property' means the property let or to be let by the Owner to You through the Agency [to include the Property's grounds and any outbuildings];
 - 1.14. 'Owner' shall mean the owner of the Property by whom the Agency is appointed agent;
 - 1.15. 'Owner's Representative' means the person appointed by the Owner to represent the Owner at the Property.
 - 1.16. 'Rental Date' means the date on which the first night of the Rental Period begins;
 - 1.17. 'Rental Period' means the number of days for which the Property is agreed to be let to You by the Owner in accordance with the Booking Form.
 - 1.18. 'Written Confirmation of Rental' has the meaning given in clause 3.4.
 - 1.19. 'You' shall mean the person who completes and submits the Booking Form and to whom the Owner lets the Property under the Contract; where more than one person is taking the holiday, 'You' also means the 'party leader'.
 - 1.20. 'Booking Fee' means the administration charge payable by You to the Agency on acceptance of the booking by the Owner in accordance with clause 5 below;

2. The Agency's role

- 2.1. The Agency does not own the Property but acts as an agent for the Owner by taking and arranging bookings for the Property through the medium of the Agency's Website.
- 2.2. The Agency's role is limited to providing the Booking Service and communicating, where necessary with the Owner on your behalf. The Agency accepts no liability for any defect in/or the unavailability of the Property for any reason, or for any other issues concerning the letting or the Property during the Rental Period.
- 2.3. When a Written Confirmation of Rental has been issued by the Agency, a Contract will be formed between You and the Owner in accordance with clause 3 below, to which the Agency shall not be a party.

3. Basis of Contract

- 3.1. The submission of the Booking Form by You constitutes an offer to take a letting of the Property from the Owner in accordance with these Conditions.
- 3.2. Where You are also a Party Leader, You are responsible for compliance with these Conditions and the Contract by all members of the party. 'You' shall also mean any member of your party, unless stated otherwise.
- 3.3. At the time of booking You must be over the age of 18 and you must be in attendance at the Property for the duration of any period in which any member of the party is in occupation of Property.
- 3.4. Your booking of the Property shall only be deemed accepted by the Owner upon Written Confirmation of the following, at which stage a contract will be made between You and the Owner ('Contract'):
 - 3.4.1. Confirmation that You are over the age of 18 (and the Agency reserves the right to ask You and any member of your party for certified photographic ID to confirm the same, copies of which may be retained by the Agency for as long as is reasonably necessary);
 - 3.4.2. The Owner's consent to let the Property to You for the period and duration submitted on the Booking Form;
 - 3.4.3. Receipt by the Agency of the Booking Deposit, or if booked less than 3 months before the Rental Date, payment of the Balance; and
 - 3.4.4. Receipt by You of written confirmation by the Agency that the above matters have been concluded and that the Property is available ('Written Confirmation of Rental').
- 3.5. By submitting the Booking Form, You confirm that You will assume responsibility for the whole party and for compliance with these Conditions and Contract.
- 3.6. Save where refusal would be unlawful, the Agency, on behalf of the Owner, has the right to refuse any Booking, without reason.
- 3.7. Should the Agency refuse your booking, any monies paid by You will be returned within 5 Business Days and (save only where refusal would be unlawful) neither the Agency nor the Owner shall have any further responsibility or liability to You.
- 3.8. Any disputes or queries with respect to these Conditions, or any other matter will be dealt with by You as the party leader.
- 3.9. The Contract creates a license to occupy for the purposes of a holiday (and not for any business purpose) and nothing in the Contract or these Conditions shall create the relationship of landlord and tenant between You and the Owner.

- 3.10. Neither the Owner nor the Agency provides any promise with respect to the quality of services provided by third parties at the Property including, but not limited to, internet service, telephone reception and television reception.
- 3.11. The maximum number of occupants at the Property shall be the number stated on the Booking Form.
- 3.12. At the time of booking you must provide the Agency with a list of the occupants in your party, which must include the name, address, and age of each person. Should this list change at any time prior to the Rental Date, you must inform the Agency immediately and this must be no less than 7 days before the check in date. You will also provide them with an updated list of occupants. The Owner may withhold consent to the change if, in their reasonable opinion, the change is materially detrimental to them. If a charge for extra guests is applicable then the funds must be received in full no less than 72 hours before the check in date.
- 3.13. If during the Rental Period the persons occupying the Property during the Rental Period varies from the list provided by You, and the Owner has not consented to the change, the Owner may by written notice to You from the Agency, immediately terminate the Contract without liability and gain access to the Property in accordance with clause 9 and 10 below.
- 3.14. The Agency is authorised (but not obliged) to accept bookings for hen parties and stag parties and asks that You notify the Agency prior to booking so that consent can be obtained by the Owner prior to Written Confirmation of Rental being obtained/sent. The Agency refers You to the Key Facts on the Agency's Website which will state the use of the Property.
- 3.15. If the nature of your stay differs from that stated in your Booking Form and the Owner has not consented to the change, the Owner may by written notice to You from the Agency, terminate the Contract without liability and gain access to the Property in accordance with clause 9 and 10 below

4. Advertisement of the Property

- 4.1. The Agency makes all reasonable attempts to ensure that the information provided by the Owners in relation to the Property and services are accurately stated on all literature, including the Agency's Website.
- 4.2. The advertisement of the Property is intended to create a general idea of the Property and whilst all reasonable efforts have been made by the Agency to ensure that information on the Agency's Website about the Property and its facilities and services is kept up to date, there may be some differences between the description on the Agency's Website and the actual state of affairs at the start of the Rental Period. In these circumstances, neither the Owner nor the Agency accepts any liability to You unless the relevant information has been previously verified to You in writing by the Agency, the Owner or the Owner's

Representative.

- 4.3. Where the Agency has suggested local attractions, these are provided for information purposes only and neither the Agency nor the Owner can be responsible for any lack of availability of local attractions during the Rental Period.

5. Booking and Payment

- 5.1. A Booking Deposit will be payable by You, to the Agency on acceptance of the booking by the Owners in accordance with clause 5.5 below and if your booking is made more than three months prior to the Rental Date. The amount of the Booking Deposit shall be 33 % of the total cost of the Rental Period. The Booking Deposit is non-refundable unless The Agency is successful in re-letting the dates pursuant to clause 9.
- 5.2. For bookings made less than three months before the Rental Date, the Balance shall be payable by You, to the Agency, on submission of the Booking Form. The Cautionary Deposit will also be due pursuant to clause 6.1 below.
- 5.3. The Agency shall, where applicable, send you written confirmation by email of the Balance to be paid by You in full, three months prior to the Rental Date. Such payment must be made by You within 7 days from the date of the written confirmation. For the Cancellation and Covid 19 Cancellation policy to apply, You must make payments within the schedule as set out here.
- 5.4. Should the Balance not be paid by You pursuant to clause 5.3 above, the Agency reserves the right to terminate the Contract by notice in writing and without further liability to You. This will be deemed as a Cancellation by You and as such the usual Cancellation terms will apply. Refer to section 9.
- 5.5. For details of how to pay, You are referred to the section of the Booking Form titled "Paying for your Booking".
- 5.6. The Agency acts as an agent of the Owner and all monies paid by You shall be held by the Agency on trust for the Owner.
- 5.7. All payments shall be made by You in Pounds Sterling and neither the Agency nor the Owner shall be responsible for any currency conversion costs You may incur.
- 5.8. Pricing by The Owner is regularly reviewed. The Owner and The Agency, reserve the right to increase or discount prices as required to optimize bookings. If a promotion or offer is advertised after the date that you have confirmed your booking then the price payable by You is as shown on your Booking Confirmation. You will not be able to take advantage of offers placed on similar dates, after your booking has been confirmed for your specific date. Occasionally rates will increase between the time you are quoted or given availability and making the Booking by paying the Booking Deposit. It is completely at the Owner's discretion to honour any quoted rate and may depend on time lapsed between Enquiry and

paying the Booking Deposit.

- 5.9. A Booking Fee will be payable by You on acceptance of the booking by the Owner. The Booking Fee is non-refundable.

6. Cautionary Deposit and Indemnity

- 6.1. A Cautionary Deposit is payable by You and should be paid no later than three months before the Rental Date. Such payment must be made by You within 7 days from the date of the written request from The Agency. Should the Balance not be paid by You the Agency reserves the right to terminate the Contract by notice in writing and without further liability to You.
- 6.2. The amount of the Cautionary Deposit to be paid by You is set by the Owner and is shown in the Key Facts on the Agency's Website and also within the Booking Form.
- 6.3. The Agent and/or Owner is entitled to use the Cautionary Deposit in the following circumstances:
 - 6.3.1. Should You or any member of your party damage the Property, or any equipment or fittings at the Property, or leave it in a condition where additional cleaning is required;
 - 6.3.2. Should You or any member of your party be in breach of any of these Conditions;
 - 6.3.3. Should the Owner be required to remedy any damage caused to the Property during the Rental Period;
 - 6.3.4. To charge for additional guests which have not been approved by either the Agency or the Owner. Such charge will be made at the rate in force by the Owner at the time of the Rental Period; or
 - 6.3.5. To deduct such charges and make such payments to the Owner or third party contractors (with notice of such payment being provided to you in writing first) should the evidence provided by the Owner of the damage or other issue at the Property, which has been caused by You, result in the Owner having to take reasonable action to correct such damage or other matter.
- 6.4. The Agency will contact you within 7 Business Days after the Rental Date to advise you whether the full amount of the Cautionary Deposit will be refunded to you or whether the Owner intends to make a claim for any damage against the Cautionary Deposit.
- 6.5. Should a claim be made by the Owner against the Cautionary Deposit, details of such claim will be provided to You within 14 days of the expiry of the Rental Period. Any disputes or queries with respect to the claim must be received from You within 14 days of the claim notification from the Agency.

- 6.6. Should the Cautionary Deposit provide an insufficient remedy, the Owner shall have the right to recover any sum from You so as to make up any shortfall.
- 6.7. In the event that You or any member of your party causes severe damage to the Property which results in the Owner having to cancel subsequent bookings and/or pay compensation to any person due to the Property being left in an uninhabitable state by You, or which reduces the services offered to subsequent guests, You shall indemnify the Owner in full for any loss incurred by them which the Cautionary Deposit does not cover.

7. Duration and Term of Rental

- 7.1. The letting will commence on the Rental Date and continue for the duration of the Rental Period and shall terminate on the last day of the Rental Period in accordance with this clause 7.1 and 7.2 below and the Written Confirmation of Rental.
- 7.2. Check in and check out times for the properties advertised on the Agency's Website shall vary, depending on the Rental period you have chosen.
- 7.3. You are referred to the Agency's Website and the Key Facts for the Property for confirmation of check in and check out times.

8. Your Obligations with respect to the Property and its use

- 8.1. You confirm that the information you have provided to the Agency is true, accurate, current and complete information in all respects. Should any information provided change, you should notify the Agency immediately. Neither the Agency nor the Owner shall be liable if any incorrect information provided by You results in the Agency or Owner being entitled to terminate the Contract.
- 8.2. You promise to the Owner and Agency that the nature of your stay is the same as described in the Booking Form. Should it vary, the Owner shall have the right to terminate the Contract with you immediately in accordance with clauses 9 and 10.
- 8.3. You agree to:
 - 8.3.1. Not cause any damage to the Property, including all furniture and fixtures and fittings;
 - 8.3.2. Keep the Property and all furniture, fixtures and fittings in the same state as repair as to which you found them at the commencement of the Rental Period.
 - 8.3.3. Leave the Property in the same state of cleanliness as that in which You found it at the commencement of the Rental Period;
 - 8.3.4. Keep all furniture as you found it, so as to not remove it from the place that it was originally placed or place it back to its original place prior to the end of the Rental Period. You will be liable for any damage caused by You in this respect;

- 8.3.5. Empty any bins and dispose of any rubbish in the outside bins provided at the Property and following the instructions of the Owner where provided
- 8.3.6. Report any damage at the Property not caused by You to the Owner's Representative on your day of arrival;
- 8.3.7. Report as soon as possible to the Agency, any breakages or damage caused by You or your party during the Rental Period;
Not to undertake any repairs of any kind to the Property, furniture and fixtures and fittings yourself;
- 8.3.8. Not to use the Property for any illegal purpose or take any illegal substance thereon; and
- 8.3.9. Abide by the Conditions.

9. Cancellation policy

- 9.1. Once Written Confirmation of Rental has been provided by the Agency, You are responsible for the Balance.
- 9.2. You may cancel your booking at any time; however, You will not be entitled to reimbursement of the monies paid as a deposit. The deposit should be deemed non-refundable. If your Arrival date is less than three months away the balance will still be due to us. As a goodwill gesture the Agency or the Owner may attempt to re-let the stay, if it is more than 3 months to the Arrival date. In this instance We/ the Owner may need to apply an offer or discount to sell the stay. Any monies that could be reimbursed will be at the discretion of Us (if we re-let the stay)or the Owner (if they re-let the stay.)
- 9.3. If you have found it necessary to book an annex / cottage / apartment or similar as part of the booking, to accommodate your numbers at the property, you will not be able to cancel off this facility if numbers reduce and you amend them 3 months or less before the arrival date. No refund will be due for this.

Please refer to the table set out in clause 9.10 below for greater detail of full cancellations

- 9.4. Cancellation of your booking must be made by You in writing and sent to the Agency at hello@kateandtoms.com
- 9.5. Once cancellation has been confirmed by the Agency, your booking of the Property will be deemed cancelled.
- 9.6. Upon confirmation by the Agency of the cancellation of your booking, the Agency / Owner will seek to re-let the Property for the full Rental Period .If we do not succeed in re-letting your stay your full Booking Deposit will be kept by Us to give to the Owner. In the event that you are less than three months from the Arrival date, the balance payment will be due and you will be invoiced for this amount.

- 9.7. In the event that the Property becomes unavailable for any reason not covered by Clause 9.11 below (Covid-19 Pandemic Specific Cancellation Policy) the Owner has the right to cancel your booking. We may (but are not obliged to) offer an alternative property of a similar standard in a similar location. We will not be liable for any costs associated with arranging alternative accommodation and such alternatives may be subject to the payment of additional charges if the rental value is higher. If we cannot offer a suitable alternative then we will arrange a refund from the owner, through the Agency, to You. Covid-19 Cancellations are covered by Clause 9.11.
- 9.8. The Agency reserves the right to terminate the Contract, on behalf of the Owner, or refuse to hand over to you the Property, at any time where there are reasonable grounds to suspect that:
- 9.8.1. You or your party are likely to breach any of the Conditions in terms of the number of persons staying at the Property, or their age;
 - 9.8.2. You have provided incorrect information to the Agency with respect to your booking; and
 - 9.8.3. You have behaved in a vexatious, abusive or unlawful manner towards the Agency, the Owner, any third party supplying services to the Property or any neighbours of the Property.
- 9.9. The above actions as stated in clause 9.8 above shall constitute a breach of contract by You and the Agency and Owner shall consider the booking as cancelled by You. In these circumstances, neither the Owner nor the Agency shall be liable to You in any respect and You shall not be entitled to a refund of any monies or alternative accommodation.

9.10. The table

| Notice Given to Cancel | The Agency's actions to achieve a re-let of the Property further to your cancellation | Reimbursement of your money and cancellation fee |
|--|--|--|
| <u>At least 3</u> months prior to the Rental Date | If the Agency / owner is unsuccessful in re-letting the Property | You will not be entitled to a refund of any monies paid. |
| <u>At least 3</u> months prior to the Rental Date | Full rental achieved by the Agency for the same price as your booking. | The Booking Deposit shall be refunded, minus 10% of the value of the Booking Deposit as an administration fee owed to The Agency |
| <u>At least 3</u> months prior to the Rental Date | Rental achieved by The Agency on the same terms as your rental. | You shall be refunded all monies paid, minus 10% of the total of that amount as an administration fee of the Agency. |
| <u>At least 3</u> months prior to the Rental Date – if an offer is applied | Rental achieved by The Agency on the same terms as your rental. | You shall be refunded all monies paid, minus 10% of the total of that amount as an administration fee of the Agency. |
| <u>Less than 3</u> months before the Rental Date | Part rental value achieved by The Agency / Owner for an amount lower than your original booking (discounts may be applied at our discretion to make a sale). | Any refund at this point is at the discretion of the Owner / Agency. |
| <u>Less than 3</u> months before the Rental Date | If the Agency is unsuccessful in re-letting the Property and You cancel with less than 3 months' notice. | You will not be entitled to a refund of any monies paid. You will be invoiced for the balance payment if you have not yet paid. |

| | | |
|--|-----|--|
| Termination of the Contract due to You being in breach of any of these Conditions or the Contract. | N/A | No monies shall be refunded to You and you will be invoiced for any outstanding balance payment. |
|--|-----|--|

9.11. Covid-19 Pandemic Specific Cancellation Policy

For the following policy to apply you must pay your balance in line with the terms set out in section 5 (5.2, 5.3 & 5.4). Non-payment of your rental balance by the payment due date will result in the cancellation terms 9.1 to 9.10 inclusive being applied to your booking.

- 9.11.1. If your booking has to be cancelled because your booked Property is put under Government Restrictions and has to close and the period of closure covers your Booking, you will be offered a full refund or change of date.
- 9.11.2. If you cannot leave your primary residence because of a local or regional lockdown, but the Property is open for business, you will be able to choose new dates for your Booking as set out in 9.11.6.
- 9.11.3. In the event that your chosen property is open for business but you need to cancel your booking for your own reasons (which would include but is not limited to, part of the group is self-isolating, in quarantine, shielding or is sick with coronavirus, altered or cancelled flights or other disruption to travel plans) You would return to our normal cancellation policy as set out earlier in section 9. We would be able to offer a change of date or refund on the basis that the stay is re-let. We recommend purchasing travel insurance , see 9.11.7.
- 9.11.4. If Government Restrictions are imposed that will radically alter the nature of your stay and the Rental Date is less than 3 months away, then in agreement with the Owner you would be offered to proceed as a smaller group with a discount, see clause 9.11.5 or a change of date subject to availability, see clause 9.11.6.
- 9.11.5. Should you choose to proceed with your booking on the basis that a smaller group will attend than originally planned , a discount would be arranged in discussion with the Owner. The discount would not be pro-rata (by person or bedroom). It would be a reflection of the reduced cleaning and laundry costs based on less people attending. As guidance we would expect it to be between 20-30% depending on the Owner and the Property.
- 9.11.6. If choosing new dates (9.11.1 / 9.11.2 / 9.11.4), any price increase will be paid by You, equally any reduction in price for less favorable dates, will be reimbursed to You. Dates will be in agreement with the owner and subject

to availability.

9.11.7. We suggest purchasing Travel Insurance in relation to clause 9.11.3. There are now a number of insurance policies that include cover for illness with coronavirus, self-isolation and quarantine. A lot of bank annual travel policies also cover this. Alternatively, you can look for suitable cover on comparison sites.

9.11.8. Refunds offered for rental charges are made by The Owner of the property and facilitated by The Agency. Payments will be returned as The Owner returns the funds to Us but no later than 7 days after the date of your Booking.

10. Right of re-entry and right to evict

10.1. The Owner is entitled to enter the property, without providing You with prior notice in the following circumstances:

10.1.1. In an emergency, to include where repairs are required to be carried out due to a report made by You or damage caused by You; or

10.1.2. Should you be in breach of any of these Conditions or the Agency, the Owner or the Owner's Representative has reasonable grounds to believe that you are in breach of these Conditions and of the Contract; or

10.1.3. The Agency or the Owner have received reports from a third party that may lead to you being in breach of these Conditions or Contract.

10.2. The Owner or the Owner's Representative is allowed to enter the property to inspect it (including but not limited to where you have complained about the property). In this circumstance, reasonable notice will be given first.

10.3. Should re-entry be required on the basis that you are in breach of these Conditions, no notice of re-entry is required and you may also be required to leave the Property immediately at the request of the Agency or the Owner, in which case the Contract between You and the Owner shall terminate immediately, with no compensation or liability being owed to You by either the Agency or the Owner.

10.4. Should access be required pursuant to this clause 10, You agree not to obstruct the re-entry of the Owner and/or the Owner's Representative (to include workmen) to the Property.

11. Noise Policy

11.1. We ask all guests to show consideration to the environment and to the neighbours of the Property in all manners and at all times.

11.2. The noise policies vary depending on the use of the Property and Property being rented. The Agency asks that you refer to the Key Facts in the first instance to identify whether a moderate or strict noise policy is in place. Such policy shall have the following time restrictions which you are required to comply with:

| | |
|-----------------|---|
| Strict | Restrictions apply After 9pm and before 9am |
| Moderate | Restrictions After 11pm and before 9am |

11.3. The following restrictions apply to all properties and in respect of both strict and moderate noise policies as described in clause 11.2 above:

11.3.1. You or any member of the party, must not take radios, CD players or other sources of music outside of the Property;

11.3.2. You will not turn up the music within the Property to provide music outside;

11.3.3. You must limit any loud music playing inside the Property so it cannot be heard outside.

11.3.4. Show consideration for the neighbours of the Property in the early morning and late evening; and

11.3.5. Should you be having any deliveries or ordering taxis You must ensure that such third party companies have clear directions.

11.3.6. Should the Property have a swimming pool or hot tub, You must not use the same after the specified time restrictions in clause 11.2 above.

11.4. Whether or not a noise policy is in place, the Agency and Owner expects that You and every member of your party will undertake to:

11.4.1. be considerate to the neighbors of the Property at all times and more specifically during the early hours of the morning and late evening; and

11.4.2. ensure that any deliveries or taxis are provided with clear directions to the Property so as not to inconvenience any neighbouring properties.

- 11.5. Should You be in breach of any of the conditions set out in this clause 11 and the Agency and/or the Owner have received a complaint by a third party, the Agency and/or Owner will provide you with a written warning and an opportunity to remedy the breach in the first instance.
- 11.6. Should you fail to observe the conditions set out in this clause 11 and warning has been given as set out in clause 11.5 above, the Agency and/or Owners shall have the right to ask you to leave the Property immediately thus terminating the Contract and in such a case neither the Owner nor the Agency shall be liable to You for any reimbursement of any monies paid, including the Cautionary Deposit.

12. Pet Policy

- 12.1. For the avoidance of doubt, this policy applies to all pets and not just dogs.
- 12.2. If you wish to bring any pet, you must notify the Agency at the time of booking on the Booking Form. It is your responsibility to ensure that Owners are aware at the time of booking that you are bringing pets.
- 12.3. Owners of some of the properties advertised through the Agency's Website will accept well behaved pets during the Rental Period.
- 12.4. If the owner of the Property allows pets, the same will be stated in the Key Facts section on the Agency's Website along with any additional charges which may be payable.
- 12.5. Should you have any pet allergies, a property may state in the Key Facts section on the Agency's Website that no pets are allowed; however this does not necessarily mean that no pets have occupied the Property.
- 12.6. If you are in any doubt as to whether the specific Property you would like to book allows a particular pet to stay, you must contact the Agency prior to booking.
- 12.7. Should you bring a pet, You must comply with the following conditions:
- 12.7.1. not allow the pet upstairs, on the bed or other furniture;
 - 12.7.2. The pet must sleep downstairs either in the utility room or another appropriate room with hard surface flooring;
 - 12.7.3. You must supply your own pet bed, food and any other pet amenities;
 - 12.7.4. Any fouling at the Property must be cleared up by You without delay and dispose of accordingly;

- 12.7.5. The pet must not be left alone at the Property at any time and must go with You whenever you leave the Property;
 - 12.7.6. You must ensure that the pet is free from parasites before the Rental Date, failure to do so may incur further charges which the Owner is entitled to recover from you in full;
 - 12.7.7. Where there are other properties near the house, dogs should be kept on a leash; and
 - 12.7.8. You must be mindful of other people and animals, including livestock, in the vicinity so as not to allow your pet to become a nuisance.
- 12.8. A pet friendly property does not necessarily mean that the property has an enclosed garden. If this is important to You, we ask that you contact the Agency prior to entering into the Contract.
- 12.9. Should any of the conditions stated in clause 12.7 above be breached by You, the Agency and or Owner have the right to deduct any sum from the Cautionary Deposit so as to deal with such breach. Should the Cautionary Deposit be insufficient to remedy such breach, the Owner of the Property shall have the right to recover any sum from You so as to make up any shortfall.

13. Smoking Policy

- 13.1. All of the properties offered by the Agency on behalf of the Owners are entirely smoke free. Should the Agency or Owners be required to clean the Property due to non-compliance of this clause, the Owner shall be entitled to use the Cautionary Deposit so as to remedy such breach.

14. Disabilities & Medical Problems

- 14.1. If you or any member of your party has any medical problem or disability that may affect your booking, please tell us before you confirm your booking and give us full details in writing as early as possible before you travel. If the AGENCY OR OWNER reasonably feels unable to properly meet that person's particular needs, we can refuse or cancel the reservation.

15. Extra Amenities

- 15.1. Some properties have extra amenities such as hot tubs and/or swimming pools.
- 15.2. All amenities should be used with great care and user manuals and signage should be referred to where available.

- 15.3. You and every member of your party are responsible for the safety of any child using such amenities.
- 15.4. Where a property has a hot-tub, it is advised that children under the age of 8 should not use the same for safety reasons.
- 15.5. No child should use the hot tub or swimming pool unattended.
- 15.6. No glass should be taken into the hot tub or swimming pools or the surrounding areas.
- 15.7. The Agency and/or Owner will provide You with an information pack, the rules in which must be complied with by all persons using such amenity. Failure to observe such rules may result in the hot tub being deemed closed for the rest of the duration of the Rental Period.
- 15.8. For health and safety reasons a hot tub may be required to be emptied and refilled between guest bookings. If a house has a departure and arrival on the same day this will mean that the hot tub may not reach temperature until the following morning.
- 15.9. Should the amenities be closed during your stay , due to You being in breach of any of these Conditions, You will have no right to compensation.

16. Insurance

- 16.1. The Agency suggests that You obtain adequate travel insurance prior to the Rental Date, for cover during the Rental Period for all matters to include cancellation of the booking for the Property, loss and personal injury and situations outside of anyone's control eg. Snow or other extreme weather.
- 16.2. Should a policy be taken out by You, or any member of your party, the Agency and/or the Owner may request a copy of the same at any time.
- 16.3. Coronavirus is now a known risk and it is possible for you to insure your holiday against it. This can include the customer or any of the party falling ill, or any of the party having to self-isolate or quarantine or if members of your group need to shield for safety. Organisations such as Trailfinders or Coverwise have such policies or they can be found on comparison sites such as GoCompare

17. Limitation of Liability

- 17.1. Neither the Agency nor the Owner excludes or limits their liability where it would be unlawful to do so. This includes liability for death or personal injury caused by negligence or the negligence of employees or agents; for fraud or fraudulent misrepresentation; or for breach of your legal rights in relation to the Booking Service.

- 17.2. Nevertheless, to the fullest extent permissible by law the Agency disclaims any and all promises, warranties, conditions or representations relating to the Booking Service. In particular, the Agency does not make any promises which respect to:
- 17.2.1. The availability of the Agency's Website;
 - 17.2.2. Errors contained in any documentation supplied by the Owners or their representatives, which may or may not appear on the Agency's Website or other materials;
 - 17.2.3. The quality or suitability of the Property or the Owner.
- 17.3. The Agency shall not be liable to You or any member of your party for any loss You incur in the event that the Owner overbooks the Property or cancels your booking. Should the Agency be deemed to be liable by order of the Court in any respect, such liability will be limited to the amount the Agency receives by way of commission from the Owner and shall only be paid once to You.
- 17.4. Should a suitable insurance policy be obtained pursuant to clause 16 above, You or any member of the party, must first claim for any such loss under that policy, with the Agency being liable only for the difference (if any) between the amount achieved by way of commission by the Agency and the amount the insurance company has paid to You.
- 17.5. You acknowledge that in booking the Property, all personal belongings and vehicles, including the contents of those vehicles, belonging to You and any member of your party, is left at the Property entirely at your and their own risk. The Agency shall accept no responsibility for any loss, damage or injury to You or your guests and to yours or their personal property during the Rental Period, except for any such loss which has been caused by the Agency's own negligence (and not the negligence of the Owner.)

18. Complaints

- 18.1. Should You wish to make a complaint during the Rental Period, You should notify the Owner or the Owner's Representative during the stay and as soon as you become aware of the issue so that every attempt can be made by the Owner and or the Agency on the Owner's behalf, to resolve the issue as soon as possible. The complaint should be followed up in writing no later than 14 days from the end of the Rental Period to The Agency. If you cannot contact the Owners or the Owner's Representative during the stay then please call The Agency on 01242 235151 to make us aware of your issue.
- 18.2. Should You be dissatisfied with the Owner's response, the Agency may (but is not obliged to) liaise with the Owner in an attempt to resolve the complaint.
- 18.3. Should the Agency attempt to resolve a complaint pursuant to clause 17.2 above, every attempt will be made by the Agency to reach a resolution between You and the Owner,

which may include a relevant compensatory amount; however should You not accept the suggested resolution, the Agency and Owner are under no obligation to offer you anything further.

18.4. If the complaint is not resolved, nothing in this section affects your legal rights.

19. Data & Privacy

19.1. In making a booking, the Agency will ask for your personal information such as your name, address, email address, telephone number, personal identification and payment details.

19.2. The Agency guarantees that any information will remain confidential and is protected under the EU General Data Protection Regulation (GDPR) (EU) 2016/679.

19.3. The data handling policy of the Agency can be located on the Agency's Website.

20. Force Majeure Event

20.1. The Agency/Owner shall not be in breach of these conditions nor liable for delay in performing, or failure to perform, any of its obligations set out in these conditions or otherwise, if such delay or failure results from events, circumstances or causes beyond its reasonable control.

20.2. Should a Force Majeure Event happen during the Rental Period, the Agency will do all that is reasonably practicable to provide You with alternative accommodation .The Agency/Owner shall not be liable to You for any loss incurred by You (which may include but is not limited to additional travel costs, booked third party suppliers, any contracts agreed by You externally from the property) for events that are outside of our control. Refer to clause 16, Travel Insurance.

21. Severance

21.1. If any provision or part provision of these Conditions is or becomes invalid, illegal or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. If such modification is not possible, the relevant provision or part provision shall be deemed deleted. Any modification to or deletion of a provision or part provision under this clause shall not affect the validity and enforceability of the rest of the Conditions.

21.2. If one party gives notice to the other of the possibility that any provision or part provision of these Conditions are invalid, illegal or unenforceable, the parties shall negotiate in good faith to amend such provision so that, as amended, it is legal valid and enforceable, and, to the greatest extent possible, achieves the intended commercial result of the original provision.

22. Governing Law and Jurisdiction

22.1. These Conditions and any disputes or claims arising out of or in connection with it or its subject matter (including non-contractual disputes or claims) are governed by, and construed in accordance with the law of England and Wales and the parties irrevocably agree that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim.

23. Date

Terms and Conditions last updated on 11th March 2021. For a copy of the previous Terms and Conditions please email hello@kateandtoms.com