



# Fresh Air Holidays - Terms & Conditions of Booking

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## IMPORTANT – PLEASE READ

These Terms & Conditions form a legally binding agreement. By confirming a booking, you agree to these terms on behalf of yourself and all members of your party.

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### 1. Who We Are

Fresh Air Holidays is a trading style of **Fresh Air Property Management Ltd** (Company No. 10470013) (“we”, “us”, “our”). We act **as booking agent only** on behalf of the legal owner of the property.

The booking contract is formed **between you and the property owner**. We manage the booking, payments (where applicable), and guest communications as agent.

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### 2. Definitions

- **Guest / You** – The lead booker responsible for the booking and all members of the booking party.
  - **Booking Party** – All persons occupying the property.
  - **Property** – The holiday accommodation booked.
  - **Owner** – The legal owner of the Property.
  - **Contract** – The booking agreement formed once written confirmation is issued, incorporating these Terms.
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### 3. Basis of Booking – Legal Status

All bookings are made strictly on a **holiday letting basis**.

- The booking grants a **license to occupy**, not a tenancy.
  - The Property must not be used as a principal residence.
  - No assured, assured shorthold, periodic, or other tenancy rights arise.
  - Exclusive possession is not granted beyond the license period.
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## 4. Booking Confirmation & Contract Formation

A binding Contract is formed **only once written booking confirmation is issued.**

We reserve the right to correct pricing or description errors. Where a correction materially affects your booking, you may cancel without penalty.

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## 5. Property-Specific Booking Terms

The following terms apply to this booking and are incorporated into this Contract:

### **Cancellation policy and refund terms:**

#### **Strict (14 days)**

- Free cancellation up to 14 days before arrival.
- Cancellations and bookings made within 14 days of arrival are **non-refundable.**

### **Payment schedule and booking process:**

#### **Strict (14 days)**

Where a booking is made directly with Fresh Air Property Management, the following applies:

- Bookings are confirmed instantly upon completion of the booking process and payment of a **30% deposit** at the time of booking.
- The remaining **70% balance** must be paid no later than **14 days prior to the commencement of the stay**, unless otherwise stated at the time of booking.
- Upon receipt of full payment, and no later than **48 hours prior to arrival**, key collection details and arrival instructions will be issued by email.
- Guests must notify Fresh Air Property Management of their expected arrival time at least **24 hours prior to arrival.**
- A post-departure inspection may be carried out following check-out to assess for any damage, breakages, or additional cleaning required, which may be charged in accordance with these Terms.

### **Damage waiver terms:**

No refundable security deposit is taken for this property.

Guests are responsible for any damage, loss or breakages caused by them or any member of their party during the stay.

We may charge the store payment method for damage or additional costs **up to £500 without prior notice.**

Where costs exceed £500, the outstanding balance must be paid within **7 working days.**

Any charges applied will be supported by appropriate evidence.

Charges may include damage, excessive cleaning, lost items, contractor call-outs, or failure to comply with departure requirements.

### **Travel Insurance**

We strongly recommend that guests take out appropriate travel insurance at the time of booking. In the event of cancellation where a refund is not due under the applicable cancellation policy, guests may be able to make a claim through their insurer.

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## 6. Property Use, Access & Occupancy Rules

### Check-In / Check-Out

- Check-in: **from 4:00pm**
- Check-out: **by 10:00am**

Failure to vacate on time may result in additional charges to cover delayed cleaning or operational disruption.

### Access Arrangements

Access may be via key safe, smart lock, or meet-and-greet. Details will be provided prior to arrival.

### Guest Numbers

The number of occupants must not exceed the number confirmed at booking. Unauthorised additional guests may result in additional charges or immediate termination without refund.

## Age Restrictions

Bookings are not accepted where all members of the party are under 18 unless accompanied by a responsible adult.

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## 7. Leisure Facilities & Amenities

Where the Property includes leisure facilities (including, but not limited to, hot tubs, swimming pools, saunas, gyms, games rooms, or similar amenities), their use is subject to the following terms.

### **Leisure facilities terms: Outdoor Pool (Including Unfenced Pools)**

#### **Outdoor Pool Use**

This property features an outdoor swimming pool. Use is entirely at guests' own risk. Where the pool is unfenced, extreme caution is required.

All children under 16 must be supervised at all times. No diving. Wet surfaces are slippery.

Guests with medical conditions, those who are pregnant, or those taking relevant medication should not use the pool without medical advice.

The pool is chemically treated. Water contamination, misuse, pets entering the pool, or damage may result in a charge for professional treatment or repair.

The owner and manager accept no liability for injury, illness or reactions arising from pool use.

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## 8. Behaviour, Noise & Community Standards

You agree to behave responsibly and with consideration for neighbours and the local community.

- Quiet hours apply after **10:00pm**.
- Excessive noise, parties, or nuisance behaviour are prohibited.

We reserve the right to **terminate the booking immediately and without refund** where behaviour is deemed unacceptable, causes distress, or risks damage or reputational harm.

### Noise Monitoring (Minut)

The Property may be fitted with a **Minut noise monitoring device**.

- The device measures sound levels only
- No conversations or audio are recorded
- The system is privacy-compliant

By booking, you **expressly consent** to the presence and use of this device.

Where excessive noise requires attendance or intervention, call-out charges may apply.

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## 9. Damage, Breakages & Charges

Responsibility for damage, loss, breakages, excessive cleaning, or other additional costs is governed by the property-specific damage waiver or security deposit terms confirmed at the time of booking.

Those terms form part of this Contract and are incorporated by reference via Section 5.

Where applicable, we reserve the right to charge the stored payment method in accordance with the agreed damage waiver or security deposit terms. Supporting evidence will be provided where charges are applied.

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## 10. Right of Access

We or the Owner may access the Property at reasonable times with notice, or without notice in emergencies or urgent maintenance situations.

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## 11. Suitability of the Property

You confirm that the Property is suitable for your needs.

We accept no liability for suitability issues relating to medical conditions, allergies, mobility requirements, or personal preferences not raised prior to booking.

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## 12. Utilities, Internet & External Factors

Utilities, internet, and entertainment systems are provided where advertised but are **not guaranteed** to be uninterrupted.

We accept no liability for disruption caused by outages, adverse weather, building works, neighbouring properties, or other external factors beyond our control.

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## 13. Problems & Complaints During Your Stay

Any issue must be reported **promptly during your stay** to allow a reasonable opportunity for resolution.

- Issues raised only after departure will not be considered
  - You must allow reasonable time for remedial action
  - Non-emergency matters may be handled during normal working hours
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## 14. Changes or Cancellation by Us

We reserve the right to amend or cancel a booking where necessary due to circumstances beyond our control, including maintenance issues or owner decisions.

Where cancellation occurs before arrival, we will offer alternative accommodation or a refund of monies paid. No further compensation is payable.

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## 15. Force Majeure

We accept no liability for failure or delay caused by events beyond our reasonable control, including (without limitation) extreme weather, pandemics, government restrictions, or natural disasters.

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## 16. Liability

We will perform our services with reasonable skill and care.

We do not accept liability for:

- Acts or omissions of guests or third parties
- Loss of enjoyment or business losses
- Loss or damage to personal belongings beyond statutory limits

Our total liability (excluding death or personal injury caused by negligence) is limited to the total booking price paid.

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## 17. Governing Law

These Terms are governed by the **law of England and Wales**. The courts of England and Wales shall have exclusive jurisdiction.

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## 18. Acceptance

By confirming a booking, you acknowledge that you have read, understood, and agree to these Terms on behalf of all members of your party.