Fresh Air Holidays Terms & Conditions of Booking

Stillwaters – 30-Day Free Cancellation – Indoor Pool, Hot Tub, Gym & Sauna

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, including the leisure facility rules set out at Section 7.

1. Who We Are

Fresh Air Holidays is a trading style of Fresh Air Property Management Ltd (Company No. 10470013), registered address Unit A2 Chichester Marina, Chichester PO20 7EJ ("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.

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.

3. Basis of Booking – Legal Status

- All bookings are made strictly on a holiday letting basis.
- The booking grants a licence 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 licence period.

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, and will do so as soon as we become aware of the error and no later than 5 working days after receipt of your deposit. Where a correction materially affects your booking, you may cancel without penalty.

5. Property-Specific Booking Terms

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

Cancellation Policy & Refund Terms

- Cancellations made up to 30 days before arrival: full refund (free cancellation).
- Cancellations made within 30 days of arrival: 50% of the deposit paid is retained, with the remaining 50% refunded.

Payment Schedule & Booking Process

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 50% deposit at the time of booking.
- The remaining 50% balance, together with the damage deposit set out below, must be paid no later than 60 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 Deposit

A refundable damage deposit of £1,000 is payable in addition to the accommodation price, no later than 60 days prior to arrival (or at the time of booking, if booking within 60 days of arrival).

- Following your departure, a post-departure inspection will be carried out.
- Provided no damage, breakages, missing items, excessive cleaning or breach of these Terms (including the leisure facilities terms at Section 7) has occurred, the damage deposit will be refunded in full within 7 days of departure.
- Where deductions are required, we will provide supporting evidence of the cost incurred. Deductions may cover damage, breakages, excessive cleaning, missing items, contractor or locksmith call-outs, or other charges arising under these Terms.
- Where the cost of any damage or other charges exceeds the damage deposit, you agree to pay the outstanding balance within 7 working days of being notified.
- Where a refund is made to an international bank account, a £15 + VAT bank transfer fee will apply.
- The damage deposit is separate from the accommodation price and does not form part of, or affect, the cancellation charges set out above.

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.

Changes to Your Booking

Should you wish to make any changes to your booking, please notify us by email as soon as possible. Whilst we will endeavour to assist, we cannot guarantee that any such request can be met. An administration fee of £25 + VAT is payable for all amendments to a confirmed booking, and this fee is non-refundable in the event of a subsequent cancellation.

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. The price of your stay will not be reduced if fewer guests attend than the number booked.

Age Restrictions

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

Sofa Beds, Chair Beds & Linen

We accept no responsibility for the absence of sofa beds, chair beds, or linen where these were not specifically selected at the time of booking.

Pets

Pets are not permitted at Stillwaters.

7. Leisure Facilities & Amenities

Where the Property includes leisure facilities, their use is governed by the rules set out below, which are provided by the Property Manager and form part of this Contract. Guests must also comply with any further safety instructions issued separately by the Property Manager.

Facilities are checked regularly and after each use; any fault or damage must be reported immediately. Breach of any rule in this Section may result in loss of access to the relevant facility for the remainder of the stay, with no refund.

Registered Guests Only: Leisure facilities and separately booked leisure add-ons may only be used by registered guests included in the booking. Visitors or other unregistered persons must not use any leisure facility unless prior written permission has been given by the Property Manager.

Separate Leisure Session Cancellations: All leisure facility sessions or add-ons booked separately from the accommodation, including pool/spa and TrackMan sessions, are non-refundable once booked, unless we cancel or are unable to provide the session, or where a refund is required by law. This does not alter the cancellation terms applying to the accommodation booking.

7.1 Spa Complex – General Rules

- The Spa Complex comprises the indoor pool, hot tub, sauna, steam room, changing rooms, showers and all ancillary areas, and may only be used within your allocated session times.
- No smoking, vaping or e-cigarette use is permitted anywhere within the Spa Complex, and it must not be entered under the influence of alcohol or any illegal substance.
- Always shower before using the Spa Complex – perfumes, hair products, fake tan and similar can contaminate the water. Only swimwear is to be worn; swimming in normal clothing will contaminate the water.
- No food or drink other than water is permitted, and no glassware may be brought into the area. Do not use detergents or soaps of any kind.
- Guests with an infectious disease should not use any of the Spa Complex facilities.
- The water is tested at check-out; where chemical levels are found to be out of balance or there is foam on the surface, a charge of £160 + VAT will apply to empty, professionally clean and refill the affected facility.
- Any damage to the Spa Complex or its contents is chargeable in full via the damage deposit and may exceed the deposit amount – you accept full liability for any damage caused. The Spa Complex is checked after each use.

7.2 Hot Tub & Swimming Pool

- The hot tub and pool must only be used within your allocated session times, and are not designed for more than 8 people at any one time.

- Always keep the hot tub covered and the cover secured when not in use. Do not sit, stand or lean on the cover.
- Children under 16 must be supervised by a responsible adult at all times. Children under 4 are not permitted in the hot tub, as they cannot regulate their body temperature suitably. Instruct children to shower and visit the toilet before use, and to keep their heads out of the water.
- Wet flooring around the pool and hot tub may be slippery – take care, and do not run.
- Do not jump into the hot tub or pool, remove the filter standpipes, or drink the water. Keep loose clothing and jewellery away from jets and moving parts; long hair should be tied up.
- Persons taking medication that causes drowsiness or affects heart rate, blood pressure or circulation should consult their doctor before use, as should pregnant guests and those with obesity, heart disease, high or low blood pressure, circulatory problems or diabetes. Guests allergic to chlorine should not use the facilities.
- Any damage caused to the hot tub, pool or cover must be reported immediately and will be chargeable in full via the damage deposit.

7.3 Sauna & Steam Room

- Use is entirely at your own risk. Exit immediately if you feel dizzy, sleepy or any discomfort.
- Do not enter if you have any underlying heart condition, or if you are pregnant. Consult your doctor first if you are taking prescribed medication.
- Do not enter under the influence of alcohol or any illegal substance.
- No children under 8 are permitted in the sauna. Children under 16 using the sauna or steam room must be supervised by a responsible adult at all times.
- Do not stay in the sauna for more than 15 minutes at a time.
- If you wish to increase humidity in the sauna, only add water to the sauna stones where permitted by the operating instructions, and do so carefully. Never make direct contact with steam vents or outlets in the steam room.
- Remember to turn off all switches once you have finished using the facility.
- We accept no responsibility for any reactions or illness you might experience following use of the sauna or steam room. Please report any damage immediately.

7.4 Gym / Fitness Suite

- Use is entirely at guests' own risk. Only use equipment you understand how to operate – if unsure, do not use it.
- Appropriate sports clothing and closed-toe footwear must be worn at all times; no bare feet, sandals or sliders. Ensure hands are clean and free of oils, creams or lotions before use.
- No food or drink (other than water in a sealed bottle) and no glassware. No smoking, vaping or e-cigarette use. Do not use the gym under the influence of alcohol or drugs.
- Do not drop weights; return all equipment to its designated storage area after use. Do not misuse or modify equipment – any resulting damage to equipment, flooring, mirrors or fixtures will be chargeable in full via the damage deposit.
- Report any faulty equipment immediately and do not use it.
- Consult a doctor before beginning any exercise programme if you have heart conditions, high or low blood pressure, circulatory or respiratory problems, are pregnant, are taking prescribed medication, or have an existing injury or medical condition. Stop immediately if you feel dizzy, faint, lightheaded, unwell or experience pain.
- No children under 16 are permitted to use gym equipment. Those aged 16–18 must be supervised by a responsible adult at all times, and all users must exercise within their own physical limits.
- We accept no responsibility for accidents or injuries, loss or damage to personal belongings, medical conditions aggravated by exercise, or improper or unsafe use of equipment.

7.5 TrackMan / Golf Simulator

- Where TrackMan / golf simulator access forms part of your booking or has been booked as an add-on, use is entirely at guests' own risk and the system must only be used in accordance with the instructions provided.
- Children must be supervised by a responsible adult at all times when using or present in the TrackMan / golf simulator area.
- TrackMan data, measurements and results are not guaranteed to be 100% accurate.
- The TrackMan / golf simulator is provided for recreational use and is not a substitute for professional golf coaching or medical advice.

7.6 Outdoor Play Area, Trampoline & Garden Games

All outdoor play equipment, garden games and similar activities are used entirely at guests' own risk. We accept no liability for injuries arising from their use.

- Children must be supervised by a responsible adult at all times when using outdoor play equipment or the trampoline.
- All equipment must be used safely and appropriately. No flips, somersaults or other unsafe behaviour are permitted on the trampoline.
- Only one person may use the trampoline at a time unless signage or instructions at the Property expressly state otherwise.
- Do not use the trampoline or other outdoor play equipment when wet, damaged or if it appears unsafe.
- Before use, guests should visually inspect the equipment and report any damage, fault or safety concern to the Property Manager before using it.

7.7 CCTV

For the safety and security of guests, CCTV operates in external areas and the pool area. No footage is monitored live, and recordings are stored securely in compliance with UK GDPR. CCTV does not operate in bedrooms, bathrooms, changing rooms or other private areas.

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, and 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 by the Owner, Property Manager or a contractor, a call-out fee of £150 + VAT per hour, including travel time, may be charged.

9. Damage, Breakages & Charges

Responsibility for damage, loss, breakages, excessive cleaning, or other additional costs is governed by the damage deposit terms confirmed at the time of booking and set out at Section 5, which apply equally to the leisure facilities described at Section 7. Those terms form part of this Contract and are incorporated by reference.

We reserve the right to make deductions from the damage deposit in accordance with those terms. Supporting evidence will be provided where charges are applied.

Reporting Damage & Faults

Any damage, breakage, fault, defect or maintenance issue discovered or caused during the stay must be reported to the Property Manager as soon as possible. Do not continue to use any item, equipment or facility you believe may be unsafe. If a failure or delay in reporting an issue causes or contributes to further damage, the reasonable additional costs arising from that delay may be charged to you.

Examples of Chargeable Items

- No Smoking: all properties are non-smoking. Smoking anywhere in the property carries a minimum £150 clean-up and/or odour-removal fee.
- Lost Keys: a minimum of £25 is payable for each lost set of keys. Where locks must be changed as a result, those costs will also be passed on to you.
- Property Departure: the property should be left in a tidy condition on check-out – rubbish removed, washing up done, and furniture returned to its original position. Any excessive time required for turnaround cleaning over and above a standard clean will be deducted from the damage deposit.
- Legal Costs: where you fail to settle any charge for damage or loss directly, you will be responsible for any legal costs we incur in recovering payment from you.

10. Right of Access

We or the Owner may access the Property at reasonable times with notice (normally at least 24 hours), or without notice in emergencies or urgent maintenance situations.

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.

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.

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.

Choosing to leave the Property before the scheduled end of the stay does not, by itself, create an entitlement to a refund or compensation. Any refund will depend on the circumstances, these Terms and your applicable legal rights. You must first report the issue and allow us a reasonable opportunity to investigate and, where possible, remedy it.

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.

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.

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. Where we are found liable for loss of or damage to luggage or personal possessions (including money), the maximum amount we will pay is £35 per person affected, as you are assumed to have taken out adequate travel insurance at the time of booking.

17. Governing Law

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

18. Acceptance

By confirming a booking, you acknowledge that you have read, understood, and agree to these Terms – including the leisure facility terms at Section 7 – on behalf of all members of your party.