

KINGSHOATH BOOKING FORM & CONDITIONS

KINGSHOATH COTTAGE

"aspiring to be a home from home"

**** Send form to Mrs C Speed c/o 1 Warren Road, Sidcup, Kent DA14 4NH ****

Telephone :- 0208 302 2663 (o) 0208 300 1348 (F)

e-mail:- Bookings@kingshoath.co.uk

PERSONAL DETAILS

Important please complete all sections.

Name: (Mr, Mrs, Ms, Miss)		Address:	
Telephone: (Home)		Address:	
Telephone: (Work)		Address:	
Telephone: (Mobile)		Address:	
e-mail address:		Postcode	

PROPERTY DETAILS

Name of Property:	Kingshoath Cottage			
Booking Ref (not applic for direct bookings)				
Dates required (from → to)			No of Children:	
Number of Adults			Cot Required:	YES* NO*
Number of cars			High Chair Rqd:	YES* NO*

* delete accordingly

Important: please indicate by placing a X in boxes below configuration of beds to be made up i.e. singles or doubles.

Example:

Client Requested:

Twin	Master Dble	2nd Dble	Twin
	X		X
X			X

Twin	Master Dble	2nd Dble	Twin

n.b. cottage sleeps max 8 plus 1 baby in cot. Numbers cannot be exceeded. See conditions below.

Additional information:

AMOUNT DUE

If booking less than 8 weeks to start of rental the FULL AMOUNT TO BE PAID IS £

If more than 8 weeks to start of rental a **DEPOSIT of 1/3** total price is payable £

Cleaning & Damage deposit £150/500* (*new year) payable on all bookings with final balance, refundable subject to the Booking Conditions

Balance payable 6 weeks before date of vacation. Balance Total £ Deposit Payable £.....

Include House cleaning & damage deposit £150 / 500* (*delete as appropriate.

PAYMENT

Payment to be via cheque made payable to "CL Speed" for the required amount sent with booking form or, a direct bank transfer can be arranged by request. Confirmation of payments cleared will be sent out to clients followed with joining information.

CANCELLATION POLICY:- Please read conditions overleaf

Name:-	
Signed:-	I have read and make booking in accordance with conditions including the use of the internet terms and conditions.
Date:-	

Please state how you found our cottage:-

ONLY A SIGNED COPY OF THE FIRST PAGE OF BOOKING FORM NEED BE RETURNED TO CONFIRM ACCEPTANCE. BOOKING CONDITIONS SHOULD BE RETAINED BY YOURSELF FOR REFERENCE.

Booking Conditions

1. Kinghoath Cottage is let on the understanding that the accommodation is for holiday use only, for the period specified, and that no right to remain in the accommodation exists for the applicant or anyone in the applicant's party.
2. Unless otherwise agreed with owners, the period of permitted use begins at **4.00 p.m.** the day of arrival and ends **10.00 am prompt.** on the day of departure, by which time the premises must be completely vacated.
3. Kinghoath Cottage shall not be considered to be booked until our official booking form has been completed, signed and an accepted acknowledgement sent by the Owner back to you.
4. A minimum deposit of 1/3rd of the total accommodation charge is payable on booking and the balance must be received by the owners not later than 40 days before the date of arrival. There is no additional charge for VAT. A £150 damage / cleaning deposit is required to be paid with the balance, (£500 for New Year Period). This deposit subject to the booking conditions being observed will be refunded following your stay. Payments should be made to Mrs CL Speed and sent to address on the top of booking form and **not to the cottage**. Deposits maybe paid in the following forms, added to balance, separate cheque or bank transfer 7 days before start of rental. Please notify owner when booking preferred means of paying deposit.
5. Should the property not be available owing to damage by fire, or storm or any reason outside the control; of the Owners or for any reason the Owner is not able to comply with this agreement, the Owner shall refund the Applicant the full amount of the monies paid and the Owner's liability is limited to the refunding of such monies.
6. Cancellation - any cancellation made by the client for whatever reason shall be in writing and addressed to the owner at the address at the top of the booking form. On receipt of notice of cancellation, the owner will seek to re-let the property for the period of the booking. If the owner succeeds in re-letting the property for the whole of the period it shall refund the monies paid less an administrative charge of £25 per booking. If the owner only succeeds in re-letting the property for part of the period booked it shall refund an amount equal to the money paid less (1) the rental for the period which is not re-let and (2) an administrative charge of £25. If the owner is unable to re-let the property at all then all monies paid by the client shall forfeit to the owner.
7. The client is responsible for the safekeeping of the Owner's contents during the period booked. Any breakages or damage to such contents or to the structure of the **building must be reported promptly to the Owner** who will be entitled to recover from the client the cost of any repair or replacement needed due to clients act, default or negligence.
8. The property must be left in a clean and tidy state with all the furniture returned to the original place in which it was found on arrival. Where not, then additional charges maybe levied to pay for additional cleaning or restoring furniture back to position if the House keeper is unable to do this without additional help.
9. The Owner and the Owner's representative reserve the right to reasonable access to the property at all times for the purpose of inspection and to carry out necessary maintenance.
10. **No pets are permitted** at any time by clients and / or guests. The property must remain pet hair free due to allergy requirements. If pets are brought to the property the owners would be required to vacate with no refund being given due to this breach in booking conditions.
11. **No smoking** is permitted in the cottage at any time. If clients fail to observe this condition additional cleaning charges maybe levied.
12. The accommodation charge includes the cost of electricity, and central heating and an initial supply of logs. Extra logs are available from local garages (Jempsons Supermarket Garage).
13. Broadband is available at the cottage for web browsing and email. The service is subject to a monthly download limit. Streaming media will eat into the bandwidth quickly, once used the service stops. The limit is more than ample for email and general browsing but not heavy media use.

14. The location of the keys will be notified to the client with joining instructions prior to the visit.
15. A travel cot and high chair are available for use free of charge. Cot located in upstairs bedroom, cot linen in middle front bedroom wardrobe cupboard drawer. High chair in hall cupboard.
16. The Owner shall not be liable for any loss or damage to visitor's property howsoever caused.
17. Garden Swing / Play equipment / Toys, Garden toys are provided for clients to use free of charge and on the following understanding:-
 - i) Before using the clients must satisfy themselves that the equipment is suitable and safe to use by their children. No responsibility is accepted by the owners.
 - ii) The client accepts that they are responsible to supervise the use of play equipment throughout to ensure child safety and appropriate use.
 - iii) Clients are required to return the toys complete to boxes and storage areas
 - iv) If clients access the summer house they keep the doors close at all times to maintain safety and avoid damage due to wind.
 - v) If any defects are found or result during use then they should be reported to owners and equipment taken out of use.
18. Use of Property - **The number of persons residing at the property must not exceed the maximum number stated on the booking form at anytime.** This includes parking motor homes, caravans on drive, erecting tents, etc. The property will be used for personal and domestic purposes only. The property shall not be used for any commercial purposes without written consent of the owner. Nor shall the property be used to hold Stag, Hen or any other parties which generate loud noise or risk of damage or misuse to the property. The owner reserves the right to refuse entry to the entire party or, ask the party to leave if these conditions are not observed. Where requested, the entire party will vacate the property immediately. No refund will be given.
19. Noise - clients are requested to keep noise levels to a level mindful of the environment and neighbours. Loud music should not be played after 10pm and before 9am
20. Breakages , Damage or Misuse - The Client accepts when booking that they are legally bound to reimburse the owner for replacement, repair or extra cleaning costs upon demand for damage caused during their occupation of the property. Deductions may be made from the damage deposit. Where the remedial costs are higher than the damage deposit then the client is bound to settle the balance within 30 days of request.
21. Interference with boiler control panel e.g. removal of the facia etc or, boiler will incur an additional charge (£75). There is no reason to interfere with this equipment apart from pressing the override button if required. Should the system not be working contact the owner, please do not interfere with equipment.
22. Complaints - Should there be any complaint about the property during the occupation to the property it must be notified to the owner immediately. The owner will investigate nature of issue and will endeavour to resolve the issue. Complaints received following departure for issues that should have been drawn to the attention of the owner upon discovery will not be considered.
23. Descriptions and other representations concerning the property are statements of opinion made in good faith and do not form part of any agreement between the Owner and the Applicant.
24. Where a low occupancy discount is applied only linen, towels, etc will be provided to reflect the lower occupancy numbers. No additional guests exceeding the number booked allowed to stay at the property - see clause 18..
25. The client understands that Kingshoath is a period property and as part of the experience, benefits from character features e.g. lower door heights, log fire, steeper stairs than a modern home, maybe the odd mouse or spider that live with us in the country.

By completing the booking form you are agreeing to rent the cottage for the period and accepting the above terms and conditions. Access to the cottage will only be provided once the booking form, full payment and deposit have been received.

Kingshoath Guest Wi-Fi Access Terms and Conditions

This agreement sets out the terms and conditions on which wireless internet access (“the Service”) is provided free of charge to you, a Guest of Kingshoath Cottage (“us”) in consideration for your custom, your agreement to these terms and conditions and your agreement to allow us to send to you by e-mail our promotional and marketing material;

1. Extent of the Service

- 1.1 *The Service is a basic offering sufficient for access online email and general web browsing. It is not suitable for media streaming or gaming as operates with download limitations.*
- 1.2 *We do not recommend in particular the use of any websites (or other internet related services) (“Internet Services”) and your use of Internet Services is carried out entirely at your own risk.*
- 1.3 *We have no responsibility for, or control over, the Internet Services you access and do not guarantee that any services are error or virus free.*
- 1.4 *We have no responsibility for, or control over, the information you transmit or receive via the Service.*
- 1.5 *Save for the purposes of network diagnostics we do not examine the use to which you put the Service or the nature of the information you send or receive.*
- 1.6 *We do not guarantee:*
 - 1.6.1 *the availability of the Service;*
 - 1.6.2 *the speed at which information may be transmitted or received via the Service; or*
 - 1.6.3 *that the Service will be compatible with your equipment or any software which you use.*
- 1.7 *[Whilst we take reasonable steps to ensure the security of the Service and to prevent unlawful access to information transmitted or received using the Service] we do not guarantee the security of the information which you may transmit or receive using the Service or located on any equipment utilising the Service and you accept that it is your responsibility to protect your information and have adequate security (in terms of equipment and procedures) to ensure the security, integrity and confidentiality of your information and data.*
- 1.8 *We reserve the right at all times to withdraw the Service, change the specifications or manner of use of the Service, to change access codes, usernames, passwords or other security information necessary to access the service.*

2. Your Use of the Service

- 2.1 *You must not use the Service to access Internet Services, or send or receive e-mails, which:*
 - 2.1.1 *are defamatory, threatening, intimidating, inflammatory or which could be classed as harassment;*
 - 2.1.2 *contain obscene, profane or abusive language or material;*
 - 2.1.3 *contain pornographic material (that is text, pictures, films, video clips of a sexually explicit or arousing nature);*
 - 2.1.4 *contain offensive or derogatory images regarding sex, race, religion, colour, origin, age, physical or mental disability, medical condition or sexual orientation;*
 - 2.1.5 *contain material which infringe third party’s rights (including intellectual property rights);*
 - 2.1.6 *in our reasonable opinion may adversely affect the manner in which we carry out our business; or*
 - 2.1.7 *are otherwise unlawful or inappropriate;*
- 2.2 *Music, video, pictures, text and other content on the internet are copyright works and you must not download, alter, e-mail or otherwise use such content unless certain that the owner of such works has authorised its use by you.*
- 2.3 *We may terminate or temporarily suspend the Service if we reasonably believe that you are in breach of any provisions of this agreement including but not limited to clauses 2.1 to 2.3 above. Or, the monthly download allowance exceeded.*

2.4 *We recommend that you do not use the service to transmit or receive any confidential information or data and should you choose to do so you do so at your own risk.*

2.5 *The Service is intended for consumer use only. In the event that you use the Service for commercial purposes we would specifically refer you to clause 5.2 below.*

3. Criminal Activity

3.1 *You must not use the Service to engage in any activity which constitutes or is capable of constituting a criminal offence, either in the United Kingdom or in any state throughout the world.*

3.2 *You agree and acknowledge that we may be required to provide assistance and information to law enforcement, governmental agencies and other authorities.*

3.3 *You agree and acknowledge that we may keep a log of the Internet Protocol (“IP”) addresses of any devices which access the Service, the times when they have accessed the Service and the activity associated with that IP address*

3.4 *You further agree we are entitled to co-operate with law enforcement authorities and rights-holders in the investigation of any suspected or alleged illegal activity by you which may include, but is not limited to, disclosure of such information as we have (whether pursuant to clause 3.3 or otherwise), and are entitled to provide by law, to law enforcement authorities or rights-holders.*

4. Our Use of your Information

4.1 *Subject to clauses 3.3 and 3.4 above we confirm that we shall use the contact details you provide to us solely for the purposes of contacting you with marketing information, updates, promotions and special offers relating to our business.*

5. Other Terms

5.1 *You agree to compensate us fully for any claims or legal action made or threatened against us by someone else because you have used the service in breach of these terms and conditions, and in particular clause 2.1 to 2.3 and 3.1 above.*

5.2 *Whilst we do not seek to limit our responsibility for fraudulent misrepresentation or if you are injured or die as a result of our negligence we have no responsibility (to the extent permitted by law) to compensate you (whether or not we are negligent) for any direct financial loss, loss of profit, revenue, time, anticipated savings or profit or revenue, opportunity, data, use, business, wasted expenditure, business interruption, loss arising from disclosure of confidential information, loss arising from or in connection with use of the service or inability to use or access the service or a failure, suspension or withdrawal of all or part of the service at any time or damage to physical property or for any other similar direct loss that may arise in relation to this agreement whether or not we were advised in advance of the possibility of such loss or damage.*

5.3 *We agree that neither this agreement does not allow either party to act as, or hold themselves out as, acting as an agent of the other party and that that the terms of this agreement are not enforceable by a third party under the Contracts (Rights of Third Parties) Act 1999.*

5.4 *This agreement is governed by the law of England and Wales and is subject to the non-exclusive jurisdiction of the English courts.*

By signing the booking form page one I confirm that I accept these terms and conditions as the basis of my use of the wireless internet access provided.