HOLIDAY ACCOMMODATION TERMS

Including House Rules and Guest Responsibilities

IMPORTANT

The **House Rules, Guest Responsibilities and Use of the Property** are set in this Agreement at **Clause 3** and form a material part of the Guest's contractual obligations.

HOST	Holco Ltd Company number 13476421
REGISTERED ADDRESS	Jacobs Well Cottage, Mill Lane, Goosnargh, Preston, United Kingdom, PR3 2JX
AGREEMENT DATE	The date on which the Host accepts and confirms the Reservation.
REVISION NUMBER	2.0
Governing Law	England and Wales
PRIMARY / LEAD GUEST	The named Lead Guest on the confirmed Reservation.
RESERVATION REFERENCE	The reference assigned to the Reservation.
PROPERTY	The Property identified in the confirmed Reservation.
CHECK-IN DATE AND TIME	As stated in the confirmed Reservation.
CHECK-OUT DATE AND TIME	As stated in the confirmed Reservation.
ACCOMMODATION & FEES CHARGES	The amounts stated in the confirmed Reservation and Booking Confirmation.
SECURITY DEPOSIT	The Security Deposit amount stated at booking and accepted by the Guest.

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1.0 PARTIES, DEFINITIONS AND CONTRACT DOCUMENTS

1.1 Host

The **"Host"** means **Holco Ltd**, of Jacobs Well Cottage, Mill Lane, Goosnargh, Preston, United Kingdom, PR3 2JX.

1.2 Guest

The **"Guest"** means the person or persons identified as guests in the confirmed Reservation.

1.3 Lead Guest

The **"Lead Guest"** means the named person who makes, submits, or accepts the Reservation and is identified as the primary guest in the Booking Confirmation. The Lead Guest is responsible for ensuring that all members of the booking party, visitors and invitees comply with this Agreement and the applicable House Rules.

1.4 Reservation

The **"Reservation"** means the accepted and confirmed booking for the Property made by or on behalf of the Guest.

1.5 Property

The **"Property"** means the holiday accommodation identified in the applicable Booking Confirmation, including its contents, fixtures, fittings, equipment, gardens, parking, and other areas made available to the Guest.

1.6 Agreement Date

The **"Agreement Date"** means the date on which the Host accepts and confirms the Guest's Reservation. It is not the Check-In Date, Check-Out Date, date of arrival, date of payment or date on which the Guest first accesses the Property.

1.7 Check-In Date and Check-In Time

The **"Check-In Date"** and **"Check-In Time"** mean the date and time from which the Guest is permitted to commence occupation of the Property, as stated in the confirmed Reservation or Booking Confirmation.

1.8 Check-Out Date and Check-Out Time

The **"Check-Out Date"** and **"Check-Out Time"** mean the date and time by which the Guest's permitted occupation ends, and the Property must be fully vacated.

1.9 Reservation Period

The **"Reservation Period"** means the period beginning at the applicable Check-In Time on the Check-In Date and ending at the applicable Check-Out Time on the Check-Out Date.

1.10 Accommodation Charge

The **"Accommodation Charge"** means the accommodation price stated in the confirmed Reservation and Booking Confirmation, excluding any separately identified security, damage or other charge unless stated otherwise.

1.11 Security Deposit

The **"Security Deposit"** means the good-housekeeping and security amount stated in the applicable Reservation or Booking Confirmation and accepted by the Guest as part of the booking process.

1.12 Booking Documents

The Reservation, Booking Confirmation, these Standard Terms, applicable cancellation terms, the House Rules, relevant Digital Welcome Guide, and any expressly agreed written variation together form the contractual and operational arrangements applicable to the Guest's stay, subject always to mandatory applicable law.

2. FORMATION OF THE AGREEMENT AND GUEST ACCEPTANCE

2.1 Standard Terms

These terms are the Host's standard contractual terms for short-term holiday accommodation. They apply to the Guest's Reservation unless a specific written variation has been expressly agreed by the Host.

2.2 Terms Provided Before Booking

These terms are made available to the Guest, or the Guest is given a reasonable opportunity to access and review them before the Guest commits to the Reservation.

2.3 No Signature Required

No physical signature or electronic signature is required for this Agreement to be accepted. Acceptance occurs through the booking process.

2.4 Acceptance by Making the Reservation

By proceeding with, submitting, confirming, accepting, or completing the Reservation after these terms have been made available for review, the Guest confirms that they:

- have reviewed these terms and had a reasonable opportunity to consider them;
- understand that these terms apply to the Reservation;
- accept these terms in full, subject to applicable law;
- accept the applicable House Rules and cancellation terms;
- accept the applicable Security Deposit;
- accept responsibility for the proper conduct of their booking party, visitors and invites; and
- acknowledge the obligations imposed upon the Guest by this Agreement.

2.5 Booking Constitutes Acceptance

The Guest expressly agrees that **making and completing the Reservation constitutes acceptance of these Standard Terms**, provided that they have been made available before the Guest commits to the Reservation. No later signature is required.

2.6 Agreement Date and Records of Acceptance

The Agreement comes into effect on the Agreement Date. The Reservation record and Booking Confirmation may be relied upon as evidence of the Agreement Date, and the Host may retain reasonable records demonstrating the Reservation and the terms made available to the Guest, including booking-platform records, Hostaway records, electronic communications, Booking Confirmations and date/time records.

2.7 Consumer Rights

Acceptance of these terms does not exclude, restrict, remove, or reduce any statutory consumer right or protection which cannot lawfully be excluded, restricted or waived.

3. HOUSE RULES, GUEST RESPONSIBILITIES AND USE OF THE PROPERTY

The House Rules contained in this section form a material part of the Guest's contractual obligations. Their purpose is to support safe, responsible, and reasonable occupation, protect the Property and its contents, safeguard Guests, and neighbouring properties, and minimise avoidable damage, nuisance, and disruption.

3.1 Lead Guest Responsibility

The Lead Guest is responsible for ensuring that all members of the booking party, visitors, invites, children under their supervision and animals brought to the Property comply with these House Rules and the Agreement.

3.2 Maximum Occupancy and Registered Guests

The number of overnight occupants must not exceed the maximum permitted occupancy stated for the Property. Only persons included in or properly notified in connection with the Reservation may stay overnight.

3.3 Visitors

Visitors are permitted only where consistent with the Property's maximum capacity, these House Rules and applicable booking terms. No visitor may stay overnight unless properly authorised and included within the permitted occupancy. The Lead Guest remains responsible for visitors and for any loss or damage caused by them.

3.4 General Use and Care of the Property

The Guest must function as a responsible temporary occupier and take reasonable care of the Property, its contents, fixtures, fittings, appliances, equipment, gardens, and neighbouring properties. The Property and all equipment must be used reasonably, safely, and only for their intended purpose.

The Guest must not misuse, overload, alter, dismantle, modify, or interfere with any part of the Property or its equipment. Where the Guest is uncertain how to

operate an appliance, system, or facility, they should use the instructions provided or contact the Host before attempting further operation.

3.5 Safeguarding, Protecting and Securing Property

Throughout the Reservation Period, the Guest is responsible for taking reasonable care to **safeguard, protect and secure the Property, its contents, fixtures, fittings, equipment, and access arrangements at all times**.

The Guest must take reasonable precautions to prevent theft, loss, damage, unauthorized access, or avoidable risk and, in particular, must:

- securely close and, where appropriate, lock external doors, accessible windows, rooflights, gates and other access points whenever the Property is left unattended;
- properly secure keys, access cards, remote controls, security codes, and other access devices;
- not disclose access codes, keys, or security information to an unauthorised person;
- use alarms or security systems in accordance with instructions where applicable;
- promptly report any lost key, lost access device, suspected unauthorised access, security concern or break in; and
- follow reasonable security instructions contained in the House Rules or Digital Welcome Guide.

Whenever the Property is left unattended, the Lead Guest remains responsible for ensuring that it has been reasonably secured. Where a failure to take reasonable security precautions directly causes or materially contributes to theft, loss, damage or unauthorised access, the Guest may be responsible for the reasonable and properly evidenced resulting costs, subject to applicable law.

3.6 Reporting Damage, Breakage, Loss, and Defects

The Guest must promptly notify the Host of any damage, breakage, loss, defect, malfunction, accident, or other issue affecting the Property, its contents, fixtures, fittings, appliances, equipment, or grounds which occur or are discovered during the Reservation Period. This applies whether or not the Guest believes they caused the issue.

The Guest must provide reasonable details, photographs or other supporting information where reasonably requested, take reasonable steps to prevent further loss or deterioration, and not attempt repairs or alterations unless authorised by the Host, except where immediate action is reasonably necessary to prevent injury or serious further damage.

Any urgent matter involving fire, water leakage, electricity, heating, security, structural damage or risk to persons or Property must be reported **immediately**.

3.7 Fair Wear and Tear, Minor Breakage and Failure to Notify

The Host recognises that **reasonable fair wear and tear arising from normal and careful use is expected and will not ordinarily result in a charge**. In many reasonable cases, where the Guest promptly informs the Host and the matter is minor, accidental, and not caused by misuse, negligence or reckless conduct, the Host will seek to deal with it fairly and proportionately and may not elect to make a charge.

Fair wear and tear does not include accidental damage, breakage, misuse, neglect, staining, excessive soiling, loss, unauthorized alteration, or damage caused by a failure to take reasonable care.

Where damage or breakage is discovered after Check-Out and was not reported during the stay, the Host reserves the right to investigate, request an explanation and supporting information, take the failure to notify into account when assessing the available evidence, and make a reasonable claim where the circumstances and evidence reasonably support that the Guest or their party caused or contributed to the loss.

Failure to notify does not automatically make the Guest liable for genuine fair wear and tear or loss they did not cause or contribute to. However, the Guest may be responsible for additional reasonable and properly evidenced loss, deterioration or repair cost caused or materially increased by delay in reporting.

3.8 Children and Supervision

The Lead Guest is responsible for ensuring that children are appropriately supervised having regard to

their age and the circumstances. Unless expressly stated otherwise, the Property is not represented as childproof. Care should be taken around stairs, changes in floor level, fireplaces and heating appliances, kitchens, windows and doors, gardens, walls and gates, parking areas, roads, water features where present and any other feature reasonably requiring adult supervision.

3.9 Quiet Hours, Noise and Neighbours

Quiet hours are between **22:00 and 08:00**. Noise must remain reasonable at all other times. The Guest must promptly respond to any reasonable request to reduce noise and must respect neighbouring properties, accessways, gardens, driveways, agricultural land, and private areas.

The Guest must not enter neighbouring private property without permission, obstruct access, climb walls or fences, interfere with livestock, or enter any area identified by the Host as private, restricted, or unsafe.

3.10 Parties, Events and Prohibited Activities

Unless expressly authorised in writing, the following are prohibited:

- parties, events, or excessive gatherings;
- excessive noise or anti-social behaviour;
- unlawful activity;
- commercial filming or commercial photography;
- commercial events or use of the Property as business premises;
- deliberate or reckless damage;
- exceeding permitted occupancy; and
- threatening, abusive or intimidating behaviour toward the Host, neighbours, contractors, or other people.

3.11 Smoking, Vaping, Fireplaces, Naked Flames and Fire Safety

Smoking and vaping are prohibited inside or outside the Property and in any additional area identified by the House Rules.

Where a fireplace, wood-burning stove or other approved fire appliance is provided, it may only be used in accordance with the instructions supplied by the Host.

No fireplace, wood-burning stove, candle, naked flame, or other open flame may be left unattended at any time. All fires and naked flames must be fully extinguished before the Property is left unattended and before Guests retire for the night.

The Guest must:

- supervise children and animals appropriately whenever a fire, stove or naked flame is in use;
- not use unauthorised fuel, accelerant, combustible liquid, or inappropriate material;
- keep combustible materials and personal belongings a safe distance from fires and heating appliances;
- use fireguards or other protective equipment where supplied;
- keep escape routes clear;
- not cover, disable, remove, or interfere with smoke alarms, heat detectors, carbon-monoxide detectors, extinguishers, fire blankets, or other fire-safety equipment; and
- follow reasonable fire-safety and emergency instructions.

Any fire, smoke incident, chimney concern, or fire-safety issue must be reported immediately. Guest-supplied fire pits, disposable barbecues, candles, or similar naked-flame equipment must not be used unless expressly permitted.

3.12 Water, Plumbing and Drainage

The Guest must use the Property's water, plumbing and drainage systems responsibly. Wipes (including products described as flushable), nappies, sanitary products, cooking fats, oils, grease, food waste, chemicals, or other inappropriate materials must not be disposed of through toilets, sinks, baths, showers or drains.

Any leak, overflow, blocked drain, continuously running water, failed appliance or other water-related problems must be reported promptly. Where water is escaping or significant damage may occur, the Guest must notify the Host immediately and take reasonable action requested by the Host to prevent further damage.

3.13 Electrical Appliances and Equipment

Electrical appliances and equipment must be used only for their intended purpose and in accordance with instructions. The Guest must not dismantle or modify electrical equipment, attempt electrical repairs, open electrical distribution boards, bypass fuses or circuit breakers, overload sockets or use equipment that appears damaged, overheated, or unsafe.

Any electrical burning smell, sparking, overheating, repeated tripping or apparent electrical fault must be reported immediately.

3.14 Heating, Boilers and Building Controls

Guests may use ordinary heating and temperature controls made available for normal Guest operation. Unless expressly authorised, the Guest must not alter boiler engineering settings, interfere with plant-room equipment, operate isolation valves, alter electrical distribution equipment, reprogramme technical controls, interfere with underfloor-heating manifolds, dismantle thermostats or sensors, or otherwise alter technical building-services equipment.

3.15 Compliance with Host Safety and Operational Instructions

The Guest must comply promptly with any reasonable instruction given by the Host, Property manager or authorised contractor concerning the safe use, restriction, or temporary non-use of any part of the Property, appliance, equipment, system, or facility.

Where the Host reasonably considers that continued use may create a risk to persons, the Property or neighbouring property, **the Guest must immediately cease using that item or area when requested and must not restart, reconnect, override or resume use until the Host confirms that use may resume**.

This includes fireplaces, heating appliances, electrical equipment, cooking equipment, hot-water systems, doors, gates, balconies, steps, external areas, charging equipment, smart-home equipment and any damaged or malfunctioning appliance or facility.

Failure to comply with a reasonable safety instruction may constitute a material breach of this Agreement. Where disregard of such instruction causes or materially contributes to damage, loss or emergency attendance, the Guest may be responsible for reasonable and properly evidenced resulting costs, subject to applicable law.

3.16 Windows, Doors, Rooflights and Access Points

Windows, doors, rooflights, gates and other access points must be operated with reasonable care and secured when the Property is unattended. They must also be closed or secured where reasonably necessary during high winds, storms, heavy rainfall, freezing conditions, or other adverse weather. Any defective or unsafe mechanism must be reported promptly.

3.17 Keys, Access Devices and Security Information

The Guest must take reasonable care of all keys, access cards, remotes, parking permits, access codes, and other security devices. The Guest may be responsible for reasonable replacement, reprogramming, locksmith or security costs arising from loss, damage, or failure to return such items where legally recoverable.

3.18 Property Systems, Smart-Home Equipment and Security Devices

The Guest must not disable, disconnect, reprogramme, reset or otherwise interfere with internet routers, network equipment, smart-home controllers, thermostats, sensors, security systems, CCTV where lawfully installed, alarms, door-entry systems, smart locks, leak detectors, fire or carbon-monoxide detection systems, electrical systems or energy-management equipment except through normal Guest controls provided for that purpose.

If a system appears defective, the Guest should notify the Host rather than attempting repair or reconfiguration.

3.19 Electric Vehicles, E-Bikes and Batteries

Unless an approved charging facility is provided, Guests must not charge electric vehicles, e-scooters, e-bikes, large mobility batteries or other large traction batteries using ordinary domestic sockets. Only charging equipment expressly approved for that purpose may be used.

3.20 Pets and Animals

Pets may only be brought to the Property where expressly permitted by the Reservation and House Rules. Where pets are permitted, the Guest remains responsible for damage, fouling, excessive cleaning or other properly evidenced and legally recoverable loss caused by the animal. Nothing in this clause removes statutory rights concerning assistance dogs or disability discrimination.

3.21 Furniture, Contents and Equipment

Furniture, furnishings, artwork, televisions, appliances, and other Property contents must be treated with reasonable care. The Guest must not substantially move, dismantle, remove, or relocate furniture or equipment between rooms or outside the Property without permission. Where lightweight furniture has reasonably been moved, it should be returned to its original position before Check-Out.

3.22 Outdoor Areas, Barbecues and Heating Equipment

Barbecues, fire pits, outdoor heaters, and similar equipment may only be used where expressly provided or authorised. Any authorised barbecue, fire or heating appliance must be used only in its designated area, remain under responsible adult supervision, be kept away from buildings and combustible materials, never be left unattended while alight or hot, and be fully extinguished after use.

3.23 Parking and Vehicles

Parking is subject to the arrangements applicable to the Property. Guests must use only designated parking areas and must not obstruct access, emergency routes, or neighbouring property. Vehicle use and parking remain subject to Property-specific House Rules.

3.24 Waste, Recycling, Spills and Cleaning Incidents

The Guest must use designated bins and follow reasonable recycling instructions. lose rubbish must not be left outside, excessive waste or abandoned items must not be dumped, and waste must be managed so as not to attract animals or pests.

The Guest should take reasonable steps to deal promptly with accidental spills or soiling to prevent avoidable permanent damage. Significant spills, staining or contamination should be reported promptly. Guests must not apply bleach, strong chemicals or specialist cleaning products to sensitive surfaces unless supplied or approved by the Host.

3.25 Wi-Fi and Internet Acceptable Use

Where internet access is provided, it is intended for reasonable personal Guest use. The Guest must not knowingly use it for unlawful activity, unauthorised access to computer systems, malicious software distribution, network attacks, activity intended to compromise network security, substantial commercial server operation, or other activity reasonably likely to cause service suspension or investigation.

3.26 Hazardous, Flammable or Prohibited Materials

The Guest must not bring into or store at the Property dangerous, explosive, or unusually hazardous substances or equipment not reasonably expected in ordinary holiday accommodation. Without prior written approval, this includes fireworks, fuel containers, portable gas cylinders other than ordinary authorised equipment, significant quantities of flammable liquids, explosive materials, and industrial chemicals.

3.27 Commercial Use, Deliveries and Storage

The Property is provided for temporary holiday accommodation and must not be used as commercial premises without prior written agreement. The Guest must not use it for trading, warehousing, substantial commercial deliveries, product distribution, business events, paid public gatherings or other material commercial activity inconsistent with normal holiday occupation. Ordinary personal, grocery, and holiday-related deliveries are permitted.

3.28 Pests, Wildlife and Animals

Guests must not deliberately feed wildlife were doing so may create nuisance, attract pests, or cause damage. Food and waste should not be left outdoors in a manner likely to attract rodents, insects, or other pests. Material pest problems should be reported

promptly, and the Guest should not use pesticides, traps or poisons unless authorised.

3.29 Departure and Final Security

Before final departure, the Guest must take reasonable steps to leave the Property safe and secure and, in accordance with Check-Out instructions, ensure fires and naked flames are extinguished, close windows and rooflights, secure external doors and gates, leave heating and controls as instructed, dispose of rubbish appropriately, return keys and access devices, remove personal belongings and report any damage, breakage or unresolved Property issue.

3.30 Updates to House Rules and Digital Welcome Guide

The Host may amend, supplement, or update the House Rules and Digital Welcome Guide from time to time where reasonably necessary for the proper management, operation, protection, safety, or security of the Property.

Where a House Rule is introduced or amended after a Reservation has been confirmed, it may apply to that Reservation where the change is reasonable, proportionate, and necessary for safety, security, legal compliance, prevention of damage or proper operation. The Host will use reasonable efforts to notify the Guest of any material change affecting the stay.

An update will not retrospectively alter fundamental commercial terms of an existing Reservation, including the Accommodation Charge, Reservation Period, cancellation rights, or Security Deposit amount, unless agreed with the Guest, required by law or expressly permitted elsewhere in this Agreement.

The Guest must comply with the latest reasonable version of the House Rules notified or otherwise made reasonably available during the Reservation Period. Mandatory law and the contractual hierarchy in this Agreement always prevail.

4. MATERIAL BREACH, TERMINATION, AND IMMEDIATE SAFETY RISKS

4.1 Material Breach

A material breach may include deliberate or reckless damage; unauthorised parties or events; serious or repeated anti-social behaviour; serious excess occupancy; serious or repeated noise disturbance; threatening or abusive behaviour; unlawful activity; smoking or vaping in prohibited areas; leaving a fireplace, stove or naked flame unattended; interference with fire-safety or security equipment; deliberate interference with technical building systems; serious failure to safeguard or secure the Property; or refusal to comply with a reasonable safety instruction.

4.2 Termination for Material Breach

Where permitted by law, the Host may terminate the Guest's contractual right to occupy the Property following a serious or material breach. The Guest must then vacate promptly and return all access devices. The Host will not use unlawful force or act contrary to mandatory legal requirements.

4.3 Immediate Safety Risks

Where conduct or circumstances create an immediate risk to persons, the Property or public safety, the Host may take reasonable protective action and may contact appropriate emergency or public authorities, including police, fire and rescue services or ambulance services.

5. NATURE AND PURPOSE OF THE AGREEMENT

5.1 Genuine Short-Term Holiday Accommodation

The Agreement is entered into solely for the purpose of providing genuine short-term holiday accommodation at the Property during the confirmed Reservation Period. The Guest confirms that the Property is being occupied for holiday, leisure or temporary visitor accommodation purposes and is not being occupied as the Guest's only or principal home.

5.2 Holiday Letting

The parties intend the occupation to constitute a genuine holiday letting. Where the statutory requirements for the relevant holiday accommodation exclusion are satisfied, the occupation is excluded from the assured tenancy regime.

5.3 No Residential Tenancy

The Reservation is not intended to create an assured tenancy, assured periodic tenancy, residential tenancy as the Guest's principal home, periodic right of occupation, leasehold estate, right of renewal, security of tenure beyond the Reservation Period or any right to remain after the agreed Check-Out Date and Check-Out Time.

5.4 Temporary Contractual Occupation

The Guest receives only a temporary contractual right to occupy and use the Property for the agreed holiday period and strictly in accordance with this Agreement. Nothing overrides any mandatory legal status or statutory right that applies under English law.

6. RESERVATION PERIOD, CHECK-IN, AND CHECK-OUT

6.1 Reservation Period

The Guest may occupy the Property only during the Reservation Period stated in the confirmed Reservation.

6.2 Early Arrival

Early access is not guaranteed and may only be provided where expressly agreed by the Host.

6.3 Check-Out

The Check-Out Time must fully vacate the Property. The Guest must remove personal belongings, dispose of rubbish in accordance with the House Rules, leave the Property in a reasonably clean and tidy condition, and return or leave keys, remote controls, parking permits, and access devices as instructed.

6.4 Late Check-Out

Unauthorised late departure may result in a reasonable charge where the delay causes additional housekeeping, staffing, management, or operational costs. Where a delay materially affects a subsequent confirmed Reservation, the Guest may also be responsible for reasonable directly resulting loss, subject to applicable law.

7. ACCOMMODATION CHARGES AND PAYMENT

7.1 Accommodation Charge

The Accommodation Charge is the amount stated in the confirmed Reservation and Booking Confirmation.

7.2 Additional Charges

Any additional charge shall be payable only where it has been disclosed to the Guest and forms part of the applicable booking arrangements, or where it arises from a recoverable cost caused by the Guest in accordance with this Agreement.

7.3 Booking Channel

Where the Reservation is made through a booking platform, mandatory terms of that platform applicable to the Reservation may also apply.

7.4 Payment

The Guest must pay amounts due under the Reservation in accordance with the payment arrangements disclosed during the booking process.

7.5 Failed Payment

Where a required payment fails, the Guest must promptly provide an alternative valid payment method. Any cancellation resulting from non-payment shall be subject to applicable booking terms and law.

8. CANCELLATION BY THE GUEST

8.1 Applicable Cancellation Terms

The cancellation terms disclosed to the Guest before the Reservation was accepted form part of this Agreement.

8.2 Cancellation Consequences

Where the Guest cancels, any refund or cancellation charge shall be determined in accordance with the applicable cancellation terms.

8.3 Statutory Rights

Nothing in this Agreement removes or restricts any cancellation, refund or consumer right which cannot lawfully be excluded.

9. CANCELLATION BY THE HOST

The Host may cancel or terminate a Reservation where reasonably necessary because of serious or material Guest misconduct, payment failure, suspected fraud or unlawful activity, circumstances making occupation unsafe or unlawful, material misrepresentation by the Guest, serious breach of this Agreement or House Rules, or circumstances outside the Host's reasonable control.

Where the Host cancels for reasons not caused by the Guest, the Host will provide such refund or other remedy as is required by applicable booking terms and law.

10. SECURITY DEPOSIT

10.1 Security Deposit Amount

The Guest agrees to provide the **Security Deposit amount stated in the Reservation at the time of booking**. The amount may differ between Properties or Reservations.

10.2 Nature of Security Arrangement

Where processed by card pre-authorisation, the Security Deposit may ordinarily be established as a temporary card pre-authorisation rather than an immediate charge. The pre-authorisation temporarily reserves available funds or credit against the nominated payment card.

10.3 Timing

The pre-authorisation will normally be established approximately three days before the scheduled Check-In Date, subject to the payment processor and applicable booking arrangements.

10.4 Extended Reservations

For Reservations extending beyond the normal validity period of a card pre-authorisation, the Guest authorises the Host, Hostaway and/or authorised payment processor, where permitted, to release an expiring pre-authorisation, establish a replacement pre-authorisation and repeat the process where reasonably required to maintain continuous security coverage during the Reservation.

10.5 Failed Security Arrangement

If the required Security Deposit pre-authorisation is declined, cancelled, reversed, released prematurely or cannot be established, the Guest must promptly provide an alternative valid payment method. Where security is not established before Check-In and remains unresolved, the Host may take action permitted by applicable booking terms and law, including withholding access or cancelling the Reservation where legally permitted.

10.6 Security Deposit Is Not a Liability Limit

The Security Deposit is **not a cap or limit on the Guest's liability**. Where properly evidenced and legally recoverable costs exceed the Security Deposit, the Guest remains responsible for the full amount of the reasonable, properly evidenced and legally recoverable loss, including the balance exceeding the Security Deposit.

11. INSPECTION AND RELEASE OF SECURITY DEPOSIT

11.1 Inspection

The Host will normally inspect, or arrange inspection of, the Property within 48 hours following Check-Out. The inspection may identify physical damage, missing contents, excessive cleaning, smoking, or vaping, unauthorised guests, lost keys or access devices, damaged furniture or appliances, pet-related damage, breach of House Rules or other reasonably identifiable loss arising from the stay.

11.2 Release

Where no claim is identified, the Host will initiate release of the applicable pre-authorisation.

11.3 Bank Processing

Once release has been initiated, the Guest's bank or card issuer controls the time taken for the pending amount to disappear. The Host is not responsible for processing delays after the release instruction has been issued.

12. DAMAGE, LOSS, CLEANING AND RECOVERY OF COSTS

12.1 Guest Responsibility

Subject to the fair wear and tear provisions in Clause 3.7, the Guest is responsible for reasonable loss or damage caused by the Guest, any member of the booking party, visitor or invitee, child under the Guest's supervision or animal brought to the Property.

12.2 Recoverable Costs

The Guest accepts responsibility for reasonable and properly evidenced costs arising from damage; repair or reinstatement; replacement of missing or damaged items; specialist or excessive cleaning; smoke or odour remediation; replacement or reprogramming of keys, locks or access devices; emergency contractor call-outs caused by the Guest; removal of excessive waste or abandoned items; unauthorised occupancy; breaches causing financial loss; and other direct and legally recoverable loss caused by material breach.

12.3 Liability Beyond Security Deposit

Where properly evidenced costs exceed the Security Deposit, the Guest **remains responsible, subject to applicable law, for the full amount of reasonable and legally recoverable loss**. Payment or provision of the Security Deposit does not discharge responsibility for any balance.

12.4 Evidence and Cooperation

For material claims, the Host will provide reasonable supporting information where available, which may include photographs, inspection reports, contractor quotations, invoices, receipts and other evidence of loss. The Guest agrees to cooperate reasonably and in good faith in establishing the circumstances of any material claim.

12.5 Loss of Accommodation Revenue

Where Guest-caused damage reasonably prevents subsequent occupation, the Guest may be responsible for actual and reasonably established loss of accommodation revenue during the period reasonably required to undertake repairs. The Host will take reasonable steps to mitigate such loss.

13. PAYMENT DISPUTES AND CHARGEBACKS

13.1 Properly Payable Charges

Amounts properly payable under this Agreement may be processed using the payment method supplied with the Reservation where authorised and permitted by applicable law and payment arrangements.

13.2 Good-Faith Payment Disputes

Where the Guest believes an amount has been incorrectly charged, the Guest should first notify the Host and provide reasonable information sufficient to identify the disputed amount and basis of the dispute. The Host will consider the matter reasonably and in good faith and provide relevant supporting information where appropriate.

13.3 No Improper or Avoidance Chargebacks

The Guest must not knowingly initiate or maintain a chargeback, payment reversal or similar process solely to avoid a valid, properly authorised and contractually due payment.

Where a transaction is properly authorised and a dispute is capable of direct investigation, the Guest should first follow the good-faith dispute-resolution process in Clause 24 and allow the Host a reasonable opportunity to investigate and respond before external escalation, unless action is reasonably necessary to preserve a statutory, card-scheme or other legal right.

Nothing prevents the Guest from reporting fraud, disputing a genuinely unauthorised transaction or exercising a genuine statutory or consumer right.

14. PROPERTY DESCRIPTION, SUITABILITY, UTILITIES AND AMENITIES

14.1 Description

The Host will provide the accommodation substantially in accordance with its description and Booking Confirmation.

14.2 Guest Assessment of Suitability

Before booking, the Guest is responsible for satisfying themselves that the Property is reasonably suitable for the needs of the booking party, having regard to information made available concerning photographs,

layout, sleeping arrangements, beds, stairs and changes in level, access, parking, location, rural or historic characteristics, gardens, fireplaces, facilities, pets, accessibility and material restrictions.

Where a Guest or member of the booking party has a particular accessibility, mobility, medical, supervision or other material requirement affecting suitability, the Guest is encouraged to raise that requirement with the Host before booking where the answer is not reasonably apparent from the information supplied.

Nothing in this clause limits mandatory consumer rights concerning inaccurate description, misleading information or failure to provide the accommodation as contractually agreed.

14.3 Wi-Fi, Utilities and Amenities

Where provided, Wi-Fi, utilities and other facilities are provided as part of the accommodation subject to reasonable availability. Services may occasionally be affected by maintenance, technical faults, utility-provider failures or circumstances outside the Host's reasonable control. Nothing excludes liability or consumer rights which cannot lawfully be excluded.

15. STATUTORY GUEST RECORDS

Where legally applicable, the Host will maintain guest records required by law. Guests aged 16 or over may be required to provide statutory information, including full name and nationality. Where additional information is legally required for particular overseas visitors, the Guest must provide that information. Statutory records will be retained for the period required by applicable law.

16. PRIVACY AND DATA PROTECTION

Personal information will be processed in accordance with applicable UK data-protection law, including the UK GDPR and Data Protection Act 2018.

Personal information may be processed where reasonably necessary for booking administration, communications, contract performance, payment, identity verification, fraud prevention, security, insurance, damage claims, emergency and fire safety, statutory record keeping, regulatory compliance, dispute resolution and establishing, exercising or defending legal claims.

Hostaway, booking platforms, payment processors and other service providers may process information according to their respective roles. Guest personal information will not be sold or rented to unrelated third parties for their own marketing purposes.

17. IDENTITY DOCUMENTATION

Where identification documentation is collected for verification, the Host's normal policy is to delete copies within approximately 30 days after Check-Out unless further retention is reasonably required for a legal obligation, fraud investigation, payment dispute, insurance claim, damage claim, or other legitimate legal purpose. Information required under statutory guest-record requirements may be retained separately for the legally required period.

18. MARKETING

Booking information and statutory records do not automatically constitute consent to unrelated marketing. Promotional communications will only be sent where permitted by applicable law. The Guest may opt out of promotional communications.

19. HOST ACCESS

The Host will respect the Guest's reasonable privacy and enjoyment of the Property. Reasonable access may occur where necessary to respond to an emergency, protect persons or Property, prevent serious damage, conduct urgent repairs, respond to an alarm, investigate a reasonable serious House Rule concern, or comply with law.

Except in emergencies, reasonable efforts will be made to notify the Guest before entry.

20. PROPERTY FAILURE AND EVENTS BEYOND THE HOST'S CONTROL

If the Property becomes materially unsafe, unlawful or uninhabitable because of circumstances outside the Host's reasonable control, the Host may cancel or terminate the affected Reservation.

Such circumstances may include fire, flood, structural failure, major utility failure, serious heating failure, sewage failure, emergency restrictions, government prohibition or other circumstances making occupation unsafe or unlawful.

Where the Host cannot provide accommodation, the Host will provide any refund or other remedy required by applicable law and applicable booking terms.

21. ALTERNATIVE ACCOMMODATION

Where the booked Property cannot reasonably be provided, the Host may, where reasonably practicable, offer alternative accommodation. The Guest will not be required to accept materially different accommodation where applicable law provides otherwise.

22. LIMITATION OF LIABILITY, MAXIMUM LIABILITY AND GUEST PROPERTY

22.1 Maximum Aggregate Liability

To the maximum extent permitted by applicable law, the Host's total aggregate liability to the Guest arising out of or in connection with the Reservation, the Property or this Agreement, whether arising in contract, negligence, misrepresentation or otherwise, shall not exceed the **total Accommodation Charges actually paid by the Guest to the Host in respect of the affected Reservation**. This limitation applies to all claims arising from the same Reservation in aggregate and not separately to each individual claim.

22.2 Guest Personal Property and Belongings

All luggage, personal possessions, valuables, cash, jewellery, watches, electronic equipment, bicycles, sports equipment, vehicles and other property brought to, stored at, left at or used in connection with the Property remain at the Guest's own risk.

The Host does not provide insurance, custody or safekeeping services for Guest property and, to the maximum extent permitted by law, accepts no responsibility for loss, theft, disappearance or damage to Guest property unless directly caused by the Host's negligence or other breach of duty for which liability cannot lawfully be excluded or restricted.

22.3 Vehicles

Vehicles and their contents are parked at or near the Property at the owner's risk. Provision of a driveway, parking area, parking space or parking instructions does not constitute acceptance by the Host of custody or responsibility for a vehicle or its contents.

22.4 Valuables and High-Value Property

Guests are advised not to leave cash, jewellery, watches, passports, important documents or other high-value items unattended. Unless expressly agreed in writing, the Host does not accept items for safekeeping and does not assume custody of Guest property.

22.5 Indirect and Consequential Loss

To the maximum extent permitted by law, the Host shall not be liable for indirect, consequential, incidental or special loss, loss of opportunity, loss of income, loss of business, loss of anticipated savings or other loss which was not reasonably foreseeable as a direct consequence of the Host's breach.

22.6 Circumstances Outside the Host's Reasonable Control

The Host is not responsible for loss, damage, inconvenience or interruption arising solely from circumstances outside its reasonable control where the Host has not breached this Agreement or failed to exercise reasonable care. This may include interruption or failure of utilities, telecommunications, internet services, third-party services, public infrastructure, weather conditions or transport disruption.

22.7 Mandatory Legal Rights

Nothing in this Agreement excludes or restricts liability where it would be unlawful to do so, including liability for death or personal injury resulting from negligence, fraud or fraudulent misrepresentation, deliberate unlawful conduct, or any other liability or mandatory consumer right which cannot lawfully be excluded or restricted.

Where a limitation in this clause is not legally enforceable in a particular circumstance, it shall apply to the maximum extent permitted by applicable law without affecting the remaining provisions.

23. REPORTING PROBLEMS DURING THE STAY

The Guest should notify the Host promptly of significant problems and, where reasonably practicable, provide the Host with a reasonable

opportunity to inspect and remedy the issue during the Reservation.

Urgent safety, fire, security, electricity, water, heating or structural issues must be reported immediately using the emergency arrangements supplied with the Reservation.

A Guest who fails to report a remediable issue within a reasonable time may affect the Host's ability to remedy it during the stay and may be responsible for additional loss caused by unreasonable delay where applicable law permits.

24. COMPLAINTS, GOOD-FAITH DISPUTE RESOLUTION AND HOLD PERIOD

24.1 Good-Faith Resolution

The Host and the Guest agree to act reasonably, honestly and in good faith in seeking to resolve any complaint, disagreement, payment dispute, damage claim or other dispute arising from or connected with the Reservation.

Where reasonably practicable, both parties should seek to resolve the matter directly and cooperatively before commencing formal proceedings, initiating a chargeback or referring the matter to an external dispute-resolution process.

24.2 Notification of Dispute

A Guest who believes that the Host has failed to comply with the Agreement, or who disputes a payment, charge, damage claim or other matter, should notify the Host as soon as reasonably practicable and provide sufficient information to allow the Host to understand and investigate the issue.

The Host will consider the matter reasonably and in good faith and, where appropriate, provide relevant supporting information or propose a reasonable remedy.

24.3 Opportunity to Investigate and Resolve

Each party should provide the other with a reasonable opportunity to understand the dispute, provide relevant information or evidence, investigate the circumstances, correct any genuine error or misunderstanding and discuss a reasonable resolution. Neither party should unreasonably refuse to communicate or consider a genuine proposal made for the purpose of resolving the dispute.

24.4 Dispute Resolution Hold Period

Where either party gives written notice of a genuine dispute, the matter shall enter a **Dispute Resolution Hold Period** beginning on the date the dispute is notified. The initial Hold Period shall be **14 calendar days**.

During the Hold Period, both parties agree to make reasonably good-faith efforts to resolve the matter. The party raising the dispute should provide reasonable details and supporting information; the other party should be given a reasonable opportunity to investigate and respond; and both parties should respond to reasonable information requests without unnecessary delay.

During the Hold Period, the Host should not commence formal debt-recovery proceedings in respect of a genuinely disputed amount, and the Guest should not initiate a chargeback, payment reversal or other external recovery process in respect of a properly authorised transaction while the dispute is actively being investigated, unless action is reasonably necessary to preserve a statutory, card-scheme or other legal right. Any amount which is not genuinely disputed remains payable.

Any applicable Security Deposit, payment authorisation or other security arrangement may, where legally and technically permitted, remain in place pending resolution.

24.5 Extension of Hold Period

Where the parties are communicating constructively and the dispute remains capable of resolution, the Hold Period may continue for up to a further **14 calendar days**, giving a maximum normal resolution period of **28 calendar days**. The parties may agree in writing to a longer period where reasonably necessary, including where information is awaited from a contractor, insurer, booking platform, payment provider or other relevant third party.

24.6 Escalation after Hold Period

If the dispute has not been resolved by expiry of the applicable Hold Period, either party may proceed to the next appropriate stage, including referral to the

applicable booking platform, an agreed mediation or alternative dispute-resolution process, a legitimate card or payment dispute, debt recovery in respect of an amount properly established as due, or court or tribunal proceedings.

Before escalating, the parties should, where reasonably practicable, provide written confirmation of their respective positions and make a final reasonable attempt to resolve the matter.

24.7 Preservation of Urgent and Statutory Rights

The Hold Period does not prevent either party from taking action reasonably necessary to preserve a statutory or contractual limitation period, preserve a mandatory card-scheme or payment-provider deadline, report suspected fraud or an unauthorised transaction, protect persons or property, prevent continuing or substantial financial loss, or seek urgent legal or injunctive relief.

Nothing in this clause prevents either party from exercising any statutory right or pursuing any remedy which cannot lawfully be restricted.

25. BOOKING PLATFORMS AND THIRD-PARTY SERVICES

Where the Reservation is made through Airbnb, Booking.com, Vrbo or another platform, applicable mandatory platform terms may also apply. Hostaway may be used for Property management, Guest Portal services, communications, automation and reservation management. Stripe or another authorised provider may be used for payment processing, card verification and Security Deposit pre-authorisation.

Use of a third-party service does not remove rights or obligations arising under mandatory law.

26. HIERARCHY OF CONTRACTUAL TERMS

Where possible, the following order shall apply:

1. mandatory applicable law;
2. mandatory terms of the applicable booking platform;
3. reservation-specific terms and Booking Confirmation;
4. these Standard Terms, including the House Rules in Clause 3;
5. Property-specific supplementary House Rules; and
6. the Digital Welcome Guide.

Property-specific House Rules and the Digital Welcome Guide do not override or materially alter fundamental commercial terms such as price, cancellation rights or liability unless expressly agreed and legally permitted.

27. ASSIGNMENT AND TRANSFER

The Guest may not sell, assign, transfer or resell the Reservation to another person without the Host's prior agreement. The Host may use contractors, Property managers and service providers to fulfil its obligations.

28. ABANDONED AND LOST PROPERTY

The Guest must remove all personal belongings before Check-Out. Items left behind may be retained for a reasonable period and reasonable recovery, storage or postage costs may be payable by the Guest. The Host will deal with items in accordance with applicable law.

29. INSURANCE

The Guest is responsible for obtaining any travel, cancellation, personal belongings, vehicle or other insurance they consider appropriate.

Any buildings, contents or other insurance maintained by the Host is maintained for the Host's own interests and **does not constitute insurance of the Guest's personal belongings, valuables, vehicle or other property**.

Nothing in this clause excludes the Host's legal liabilities.

30. ELECTRONIC COMMUNICATIONS

The Guest agrees that communications concerning the Reservation may be sent electronically through email, Hostaway, the relevant booking platform, SMS or another communication method supplied during the booking process. The Guest should ensure that their contact details remain accurate during the Reservation.

31. CHANGES TO THESE STANDARD TERMS

The version of these Standard Terms applicable to a Reservation is the version made available to the Guest before the Reservation was accepted.

The Host will not retrospectively impose a material change to these Standard Terms on an existing Reservation unless agreed by the Guest or required by law. This does not prevent reasonable House Rule updates under Clause 3.30 were permitted by that clause.

Updated versions may apply to future Reservations.

32. NO RIGHTS OF THIRD PARTIES

Except where expressly provided otherwise by law, a person who is not a party to this Agreement shall have no right under the Contracts (Rights of Third Parties) Act 1999 to enforce any term. Nothing prevents any rights or remedy available under mandatory law.

33. SEVERABILITY

If any provision is found to be invalid, unlawful or unenforceable, it shall be modified to the minimum extent necessary to make it lawful and enforceable where possible. If modification is not possible, it shall be severed. The remaining provisions shall continue in force.

34. NO WAIVER

A failure or delay by either party to enforce a contractual right does not constitute a waiver of that right. A waiver relating to one breach does not constitute a waiver relating to a later breach.

35. ENTIRE AGREEMENT

These Standard Terms, the Reservation, Booking Confirmation, applicable cancellation terms, House

Rules, Digital Welcome Guide, applicable mandatory booking-platform terms and any expressly agreed written variation constitute the contractual arrangements concerning the Guest's occupation of the Property. Any material variation should be confirmed in writing.

36. CONSUMER RIGHTS AND CONTRACT FAIRNESS

Nothing in this Agreement is intended to exclude a statutory consumer right, impose an unfair contractual term, prevent the Guest from seeking a lawful remedy, prevent a legitimate payment dispute or exclude liability that cannot lawfully be excluded.

Where a provision conflicts with mandatory consumer legislation, the mandatory legislation prevails. The Guest's acceptance of these terms is expressly subject to all mandatory consumer protections applicable to the Reservation.

37. PACKAGE TRAVEL

Unless expressly stated otherwise in the Booking Confirmation, the Reservation concerns accommodation only. Nothing is intended to exclude the application of any mandatory package travel or linked travel arrangement legislation where such legislation applies to the particular transaction.

38. GOVERNING LAW AND JURISDICTION

This Agreement and the contractual relationship between the Host and Guest are governed by the law of **England and Wales**, insofar as applicable to holiday accommodation situated in England.

The courts of England and Wales shall have jurisdiction, subject to any mandatory jurisdictional rights available to the Guest as a consumer. Nothing removes or restricts any mandatory consumer protection or jurisdictional right that cannot lawfully be excluded.

39. GUEST ACKNOWLEDGEMENT

By making, submitting, accepting, confirming, or completing the Reservation after these terms have been made available for review, the Lead Guest expressly acknowledges and confirms that:

- they have reviewed these Standard Terms and had a reasonable opportunity to consider them;
- they understand that the House Rules in Clause 3 form a material part of the Agreement;
- they accept the confirmed Check-In and Check-Out arrangements, Accommodation Charge and Security Deposit;
- they understand that the Security Deposit is not a cap on liability;
- they have taken reasonable steps to satisfy themselves that the Property is suitable for their booking party based on the information made available;
- they accept responsibility for the conduct of their booking party, visitors, invitees, children under their supervision and permitted animals;
- they agree to take reasonable measures to safeguard, protect and secure the Property throughout the Reservation Period;
- they agree to promptly report damage, breakage, loss, defects, and safety issues discovered during the stay;
- they understand that reasonable fair wear and tear is generally accepted but that failure to report damage or breakage may be taken into account in assessing a subsequent evidence-based claim;
- they agree never to leave a fireplace, stove, candle, or other naked flame unattended and to comply with fire-safety requirements;
- they agree to comply promptly with reasonable Host safety instructions, including an instruction to stop using equipment, systems, or areas of the Property;
- they understand the good-faith dispute-resolution and Hold Period process in Clause 24;
- they agree not to knowingly use a chargeback or payment reversal solely to avoid a valid, properly authorised and contractually due payment;
- they understand that their personal belongings and vehicles remain at their own risk subject to the Host's non-excludable legal liabilities;
- they agree to provide statutory Guest information where legally required;
- they understand that no separate signature is required; and
- they acknowledge that statutory consumer rights and protections remain unaffected.

The Guest's completion of the Reservation following provision or availability of these terms constitutes contractual acceptance of these Standard Terms.

40. CONTRACTUAL ACCEPTANCE

NO SIGNATURE IS REQUIRED. The Agreement is accepted by the Guest's making and completing the Reservation on behalf of the guest parties after these Standard Terms have been made available for review.

The Agreement Date is the date on which the Host accepts and confirms the Reservation.

The Reservation details and Booking Confirmation identify the particular Guest, Property, Reservation Period, Accommodation Charge and Security Deposit applicable to the Agreement.

END OF STANDARD TERMS