

Kenelm Hospitality Ltd – Soli Hostel

Booking Conditions - Accommodation only

1.0 Your use of the booking

- 1.1 The accommodation that we advertise is offered by us for the sole purpose of holiday lettings and/or must never be occupied as your principal home, unless expressly agreed otherwise in writing by us.
- 1.2 Accordingly, you agree and accept that you are not offered any rights to the accommodation other than the right to occupy the accommodation as holiday accommodation for the period of your booking. No booking of any kind is an 'Assured Shorthold Tenancy' or protected under the Protection from Eviction Act 1977, or any similar legislation that applies in Scotland.
- 1.3 Our booking services with you are available for your personal, non-commercial use only. You may not offer for resale any booking services without our express permission.

2.0 Website details

- 2.1 We aim to make sure that information we provide accurate information about our accommodation and its facilities or services. Descriptions are intended to present a general idea of the accommodation and do not constitute any advice or recommendation by us.
- 2.2 Not all details of the relevant facilities can be included on our website. Furthermore, there may be small differences between the actual accommodation and its description. Occasionally, some facilities or services may not be available or may be restricted. If this happens, we will tell you as soon as reasonably practical after we become aware.
- 2.3 Where Wi-Fi is an advertised facility, its provision is subject to availability and network conditions. It may not be available 24 hours a day and is provided for pleasure, not for business purposes.
- 2.4 We cannot accept responsibility for any inaccurate, incomplete, or misleading information about any accommodation or its facilities and services that we pass on to you in good faith, unless this was caused by our negligence. If we become aware that such information is not true, we will promptly correct it.
- 2.5 We cannot accept responsibility for any changes or closures to local services or attractions mentioned on our website.

3.0 Making your booking

- 3.1 As the person in charge of the party (“the party leader” or “you”), you must be at least 18 years old at the time of booking. By making the booking, you confirm that you are authorised to make the booking. It is your responsibility as the party leader to ensure that the other party members are aware of and agree to comply with these booking conditions and any restrictions or requirements stated on the accommodation advertisement.
- 3.2 You are responsible for making all payments to us.
- 3.3 You must ensure that all the information you provide us in connection with your booking is true, accurate, current, and complete. If any of your details change, you must promptly update your details.
- 3.4 If you or any member of your party has any medical problem or disability that may affect your booking, please tell us before you confirm your booking and give us full details in writing as early as possible before you travel. If we are unable to make reasonable adjustments to meet that person’s particular needs, we can refuse or cancel the reservation.
- 3.5 If you have any special requests, you must let us know when you make a booking. We cannot guarantee that any request will be met. Confirmation that we have noted a special request, or the fact it is shown on your written confirmation or any other document, is not confirmation that the request will be met. If we fail to meet any special request, it will not mean we or they have broken your contract.
- 3.6 If the accommodation is available and we have received all the relevant payments from you, we will give you written confirmation of your booking as soon as reasonably possible. This confirmation will show your booking details, the amount you have paid and the amount you still owe for the booking.
- 3.7 Your binding contract with us will begin when we issue you the written confirmation and you have made the appropriate payments to us.
- 3.8 If you pay the deposit, it does not mean we have accepted a booking unless we have issued you with written confirmation. Please do not make any other travel arrangements (such as flights) until we have issued you with a written confirmation.
- 3.9 If you book with us online, we will acknowledge that we have received your booking and then later send you your confirmation by email. It is your responsibility to check your emails regularly and to let us know about any change to your email address.
- 3.10 We have the right to refuse any booking before we send you written confirmation. If we do this, we will tell you in writing and promptly refund any money you have paid to us. In this case, we will not have any legal responsibility to you.
- 3.11 As soon as you receive your confirmation, you must check the details carefully. If anything is not correct, you should tell us immediately. We have no responsibility for any errors in any documentation, except where an error is made by us.

3.12 Even if we have sent a written confirmation, we have the right to cancel a booking where there are reasonable grounds to believe that (i) it is not legitimate; (ii) you are likely to breach these booking conditions or any restrictions or requirements stated on the accommodation advertisement; (iii) information supplied by you in relation to your booking is incorrect; or (iv) you have behaved in a vexatious, abusive or unlawful manner to our staff. If we cancel your booking in these circumstances, we will tell you in writing and we will not have any legal or financial responsibility to you.

4.0 Payment

- 4.1 When you book, you must i) Pay the full booking amount and a handling fee of £20 if you make the booking by calling us (instead of using our online services); iii) You must pay by either bank transfer, debit or credit card and we only accept payment in pounds sterling.
- 4.2 If you do not pay any payment due in relation to your booking by the appropriate date, we are entitled to assume that you want to cancel your booking. In this case, your booking will be cancelled immediately and the provisions of clause 8 (Customer cancellations) will apply. You may also be required to pay additional charges.
- 4.3 There is no charge for payment by bank transfer, debit, or credit card. However, if your bank refuses to make your payment for any reason, we are entitled to make an administration charge of £35.

5.0 Pricing

- 5.1 We keep the prices charged under constant review and the prices of unsold accommodation may be increased or decreased at any time. We may also correct mistakes in the pricing of unsold accommodation at any time. We will confirm the price of your booking when you make it. As changes and mistakes can happen, you must check the price and all other details of your chosen accommodation at the time of booking.
- 5.2 All prices quoted or otherwise given to you include all charges and any taxes or government charges which may apply to your booking at the time it is made. Variations in the tax rate or government charges may result in variations of the sums due for your booking and you may be required to pay any additional taxes that arise after your booking has been confirmed.
- 5.3 All accommodation prices are for the accommodation as a whole and are not on a per person basis, except when an extra person charge applies.
- 5.4 We charge a booking fee and (where relevant) administration and cancellation charges for the services we provide in administering your booking. We charge a handling fee of £20 if you make a booking by calling us, or if you change or cancel your booking by contacting us (instead of using your online account). Any booking

or handling fee will be stated on our website or notified to you during the booking process and will be shown as a separate charge on your confirmation.

6.0 Changing your booking

- 6.1 If you want to change any detail of your confirmed booking, you must notify us via your online account or by calling us as soon as possible and we will do our best to arrange the changes.
- 6.2 Changes can only be accepted with our agreement. We cannot guarantee that we will be able to meet your request.
- 6.3 If we can facilitate your change, you will be asked to pay us an administration charge of £35 for each change in dates, and a handling fee of £20 if you make the change by contacting us (instead of using your online account), both of which will be charged on our behalf. You will also have to pay any costs incurred by us in facilitating this change for you, which, where relevant, will be charged at the current website price, which may be different from the price on the website from which you booked your chosen arrangements.
- 6.4 We may treat changes to your dates or accommodation as a cancellation of the original booking and if so, you will have to pay cancellation charges if you decide to go ahead with the change.

7.0 Customer cancellations

- 7.1 If you must, or want to, cancel your booking after it has been confirmed, you must notify us as soon as possible. The day we receive your notice by phone or via your online account (where available) to cancel is the date on which we will cancel your booking.
- 7.2 Cancellations are free up to 3 days prior to your booking.
- 7.3 You will have to pay a cancellation charge based on the number of days before the arrival date at the accommodation that we receive notice. This means that if you have already paid the full balance of your total booking cost and then have to, or want to, cancel, you may receive a refund of part of the cost. However, if you have not yet paid your total booking cost by the time of your cancellation, you may have to make a further payment to cover the cancellation charge. You will also have to pay a handling fee of £20 if you cancel by contacting us (instead of using your online account).
- 7.4 For the purpose of the cancellation amount, total accommodation cost means accommodation rental price plus any extra items charged by us such as charges for pets, welcome packs or cots but not including any booking fees, handling fees or administration fees charged by us for making any changes.
- 7.5 The cancellation charges below have been calculated as a genuine pre-estimate of the losses incurred in the event you cancelled your booking within the stipulated time period.

7.6 If you have already paid booking fees, credit-card charges, administration, and handling fees, we will not refund these if you cancel.

7.7 Cancellation fees are as follows:

Time period:	Cancellation fee:
3 days or more prior to start date of booking	Free
1-2 days prior to start date of booking	50%
24 hours prior to start date of booking	100%

8.0 Part Cancellations

8.1 If any person(s) in your party needs to cancel, this will not affect the total cost of your booking.

8.2 No refunds are payable in the event that you cut short your stay.

9.0 Changes by us

9.1 We do not expect to have to make any changes to your booking. However, sometimes bookings have to be changed or mistakes have to be corrected. We have the right to do so. If there is an error or mistake, including on pricing, then the contract between us will be void and you'll be entitled to a refund. You won't, however, be entitled to compensation, nor to have the accommodation at the lower price.

9.2 If we need to make changes, we will contact you by phone if reasonably possible in the case of a significant change or by email in the case of a minor change as soon as is reasonably practical. We will explain what has happened and let you know about the change. However, we will have no further liability to you.

10.0 Cancellations by us

10.1 If we cancel your booking or are prevented from providing the accommodation you have booked, you may choose to obtain a refund of the amount already paid by you for the booking.

10.2 We will contact you to inform you of this option.

11.0 Events Beyond Our Control

11.1 Except where otherwise expressly stated in these Booking Conditions we will not be liable or pay you compensation, if our contractual obligations to you are affected by "Events Beyond Our Control". For the purposes of these Booking Conditions, Events Beyond Our Control means any event, the consequences of which could not have been avoided even if all reasonable measures had been taken. Examples include warfare and acts of terrorism (and threat thereof), civil strife, significant risks to human health such as the outbreak of serious disease at the travel destination (including epidemics, pandemics and the ongoing effects of the Covid - 19 pandemic) or natural disasters such as floods, earthquakes or weather

conditions which prevent you from travelling to the travel destination and/or make it impossible to travel safely to the travel destination or remain at the travel destination, the act of any government or other national or local authority including port or river authorities, industrial dispute, labour strikes, lock closure, natural or nuclear disaster, fire, chemical or biological disaster, unavoidable technical problems with transport and all similar events outside our or the Owner's control

12.0 Insurance

- 12.1 We recommend that you take out travel insurance to cover you for your total stay.
- 12.2 You should ensure that you take your policy documentation with you on holiday.
- 12.3 It is your responsibility to make sure that any insurance cover you purchase is suitable for your needs.

Your obligations in respect of the accommodation

12.4 We have set the following conditions on your stay at the accommodation:

(i) **Arrival and departure** - You can arrive at your accommodation at any time after 6pm (unless we tell you otherwise) on the start date of your rental period. You must leave by 10am on the last day (unless we tell you otherwise). If your arrival will be delayed beyond 8pm on the start date of your rental period, you must contact the person whose details we provide you. If you fail to do so, you may not be able to get into the accommodation. If you fail to arrive by 12 noon on the day after the start date of your rental period and you do not let the person whose details we provide you know that you are arriving late, we may treat your booking as having been cancelled by you. In this situation, you will not be refunded any money you have paid.

(ii) **Security deposits** – we will require payment of a security deposit. The amount and details of how the payment should be made and how and when it will be returned (less any costs for breakages, damages etc. if applicable) will be provided at the time of booking.

(iii) **Behaviour** - You and all members of your party agree (and understand that failure to agree will result in your booking being cancelled, in which case neither we will not have any legal or financial responsibility to you):

- a. to keep the accommodation clean and tidy;
- b. to leave the accommodation in a similar condition as you found it when you arrived;
- c. to behave in a way at all times while at the accommodation which does not break any law;

- d. not to use the accommodation for any illegal or commercial purpose;
- e. not to sublet the accommodation or any part thereof or otherwise allow anyone to stay in it who we have not previously accepted as a member of your party;
- f. not to behave in an anti-social manner, breach the peace or otherwise act in a way which may disrupt or affect the enjoyment of others;
- g. to comply with any restrictions or requirements stated on the accommodation advertisement, including but not limited to any restrictions on party composition.

(iv) **Maximum occupancy** - You must not allow more people than the website states to stay overnight in the accommodation. You cannot arrange for visitors to the accommodation without the advance consent of us. You must not hold events (such as parties, celebrations, or meetings) at the accommodation without the advance consent of us. If you do any of these things, we can refuse to hand over the accommodation to you or can repossess it. If we do this, we will treat this as you cancelling the booking. In these situations you will not receive a refund of any money you have paid for your booking. And we will not be legally responsible to you as a result of this situation (for example, for any costs or expenses you have to pay due to not being able to stay in the accommodation, such as the cost of finding alternative accommodation). We are not under any obligation to find any alternative accommodation for you.

(v) **Pets** - Pets are not allowed in the accommodation.

(vi) **No Smoking** – all accommodation is non-smoking (including e-cigarettes).

13.0 Damage

13.1 You are responsible for all guests staying at the accommodation and the things they do (and do not do) even if you do not stay at the accommodation during the booking period.

13.2 You are responsible for and agree to reimburse us all costs incurred by us as a result of any breakage or damage in or to the accommodation which is caused by you or any members of your party or any other persons invited into the accommodation by you. We can ask for an extra payment from you to cover any such costs.

13.3 We expect the accommodation to be left in a reasonably clean and tidy state on departure. If, in our opinion, additional cleaning is required, you will be liable to the us for the cost of this cleaning.

13.4 You may need to check and sign an inventory of the accommodation and its contents on arrival at the accommodation. If you discover that anything is missing or damaged on arrival please notify us immediately.

15. Right of Entry

15.1 We are allowed to enter the accommodation (without letting you know first if this is not practical or possible) if special circumstances or emergencies happen (for example if repairs need to be carried out) or if you break any of these booking conditions, our own terms and conditions or any other terms that apply to your booking and/or the accommodation.

15.2 We are allowed to enter the accommodation to inspect it (including but not limited to where you have complained about the accommodation). If this happens, you will be given reasonable notice first.

15.3 You agree to allow us access to the accommodation as required by this clause.

16 Unreasonable Behaviour

16.1 We can refuse to hand over the accommodation if the unreasonable behaviour of anyone in your party is likely to cause offence to other guests, members of staff or neighbours, or if we have reasonable cause to believe you or any member of your party will cause damage or loss to the accommodation, its services or facilities or if we do not reasonably believe you have complied with any restrictions or requirements stated on the accommodation advertisement, including but not limited to any restrictions on party composition. If this happens, the contract between you us will end and you will not receive any refund and we will not have any further responsibility to you.

16.2 We can end a stay after the keys have been handed over, if the unreasonable behaviour of anyone in your party (including anyone invited into the accommodation by you) is likely to spoil the enjoyment, comfort or health of other guests, residents, neighbours or members of staff or where you or any member of your party (or anyone invited into the accommodation by you) has broken or is likely to break any of these booking conditions, our terms and conditions or any other terms and conditions applicable to the accommodation which you have been told about, including requirements stated on the accommodation advertisement, such as those regarding party composition. If this happens, you will have to leave the accommodation immediately and no refund will be given. You may also be responsible for any costs we incur because of your behaviour.

17.0 Complaints

17.1 If you have any complaint about our booking services, you must let us know immediately in writing and in any event before you travel. Unfortunately, we cannot accept any legal responsibility if you do not let us know what is wrong and allow us an

opportunity to respond to you. If we are found to be at fault in relation to any service we provide we will not pay more than any reasonable expenses you cannot recover from elsewhere.

17.2. We do not exclude or limit what we will be legally responsible for if death or personal injury is caused as a result of our negligence or that of our employees whilst acting in their course of their employment, or for any criminal act we may commit. We cannot be held responsible for noise or disturbance which comes from beyond the boundaries of the accommodation, or which is beyond our control. If we know about a problem before you arrive, we will contact you to let you know. We cannot be held responsible for the breakdown of mechanical equipment such as pumps, boilers, swimming-pool filtration systems, nor for the failure of public utilities such as water, gas, and electricity.

17.3. As the contract for the provision of the accommodation is between you and us you must tell us as soon as possible if you are dissatisfied. This means on arrival if you are immediately dissatisfied or during your stay as soon as you become dissatisfied. You must provide an immediate opportunity for us to put right anything that is wrong before the end of your stay.

17.4. If you feel that a problem has not been dealt with to your satisfaction, you must, within 28 days of returning from your stay, put your complaint in writing to us

17.5 Nothing in this section will affect your legal rights or any right you may have to bring legal proceedings against us.

18. Privacy

18.1. By submitting your personal information to us, you agree to our use of the information in the ways set out in our Privacy Notice, including sharing your personal information us for the purposes of the provision of the booking.

18.2. Please see our Privacy Notice on our website which explains how we will process your personal information.

19. Changes to these terms

19.1 No representative, agent or salesperson has the authority to vary, amend or waive any of these booking conditions.

19.2 No amendment, variation, or waiver of any of these booking conditions will be valid or have any effect unless accepted by us in writing.

20. Other terms

20.1 Any dispute, claim or other matter which may arise in relation to your booking will be governed by English law and you agree that any dispute will be dealt with exclusively by the courts of England and Wales.

20.2 If a court or regulatory agency with proper jurisdiction determines that a provision of these booking conditions or any contract to which they apply is invalid, void or unenforceable then that provision will be interpreted in a way to reflect as nearly as possible the original intentions of the parties that is valid under applicable law or regulation. If any provision is invalid, the rest of these booking conditions will remain effective to the full extent permissible by applicable law.

20.3 We may transfer our rights and obligations under these Booking Conditions to another person or organisation. We will contact you to let you know if this is planned. If you are unhappy with the transfer you may contact us to end the relevant contract within 14 days of us telling you about it and we or they will refund you any payments you have made in advance for services that have not been provided.

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ST10 4TT with a company registration number 09891756.