

Free Range Stays Terms & Conditions

These conditions govern all bookings made with Company (“Free Range Stays” “us “we”).

You (“you“ “the booker“ and all members of your party collectively called “the guests“) accept these conditions yourself and on behalf of all members of your party whether you are booking as a guest or on behalf of others.

In addition by visiting or using our website, you agree to comply with the Site Terms.

In respect of all bookings relating to apartments not operated by us, we act as an introductory agent on behalf of our preferred suppliers. Your contract for such bookings will be with the actual preferred supplier. All such bookings will be also subject to the relevant preferred supplier’s conditions. You will be notified at the time of booking if further preferred supplier conditions also apply.

Any property occupied is strictly on the basis that the accommodation is for holiday use only and that no right to remain in the property after the end of the holiday period booked exists for the person or persons who occupy the property.

All persons will vacate the property at the conclusion of the period of the holiday booking. This booking/agreement is made on the basis that the property is to be occupied by you and any other occupiers (the tenant) for a holiday as mentioned in the [Housing Act 1988 Schedule 1 paragraph 9 OR Housing (Scotland) Act 1988 Schedule 4 paragraph 8] and you therefore acknowledge that this booking/agreement shall not confer on you or any other occupiers (the tenant) any security of tenure within the terms of that Act.

PLEASE NOTE THAT THESE CONDITIONS CONSTITUTE AN EXCLUDED AGREEMENT UNDER S. 3A(7)(A) OF THE PROTECTION FROM EVICTION ACT 1977 (AS AMENDED) AND CANNOT BE CONSTRUED AS AN ASSURED TENANCY UNDER THE HOUSING ACT 1988 (AS AMENDED).

1.1 Your Booking

- Any booking, howsoever made, will only come into existence when payment has been made in full and your confirmation has been dispatched by us.
- Restrictions may apply in certain locations including, but not limited to, minimum night stay and age restrictions; you will be advised of these at the time of booking where applicable. We reserve the right to refuse any booking at any time.
- All guest names and contact telephone numbers are required at the time of booking, including whether they are adults or minors.
- As soon as your confirmation and invoice are received, please check the details carefully. If anything is not correct you should tell us immediately. However, we regret we cannot accept any liability if we are not notified of any inaccuracy in the documentation. If there is an error in the confirmation or invoice, we reserve

the right to correct it as soon as we become aware of it and will do so within 7 days of issue of the confirmation or invoice or, if your arrival date is within 7 days of booking, no later than 24 hours before your arrival date.

1.2 Special Requests

We will endeavor to do everything we can to help guests with special requirements. Please ensure we are made aware in writing, of any special requirements at the time of booking so we can help you select the most suitable apartment for your needs. Although we will endeavour to meet any reasonable requests no guarantee can be given that any request will be met. Conditional bookings cannot be accepted i.e. any booking which is specified to be conditional on the fulfilment of a particular request.

1.3 Group Bookings

We consider a group to be three apartments or more being booked in the same city for similar dates. Special conditions may apply and these will be advised at the time of booking. Cancellation charges may differ to those in Cl. 4. 5 and will be advised at the time of booking.

2.1 Payment

Payment in full is required at the time of booking unless otherwise agreed. If payment does not reach us at the required time we reserve the right to suspend or cancel any booking made. Any late payments will result in interest being charged at 4% above the Bank of England base rate for the period concerned. Payment should be made in Pounds Sterling or Euro by:

- Credit or Debit card.

A transaction fee of 3% on all Credit Card payments will be charged. There is no transaction fee for Debit Card payments. Credit card details must match the security checks. We may pass your debit/credit card details to a third party to process any payments. Credit Card fees are not refundable in any circumstances

- Company Cheque: payable to Free Range Stays Limited
- Bank Transfer: (bank details are available on request).

2.2 Security Deposit

A Security Deposit to cover “additional charges “ (see cl.12), including breakages, damages, extra cleaning and further accommodation charges incurred during your stay, may be taken and you will be advised whether this is payable at the time of booking or upon arrival at the apartment. The card details taken at point of booking will be held by the property provider and used to reclaim any damages incurred during the stay.

In the event of damages occurring, the guest will be presented with the relevant evidence of said damage(s) and will have a 48 hour right to reply. If no reply is forthcoming from the guest during this period, the property provider will assume the guest accepts liability and relevant charges will be applied.

2.3 Payment of Additional Charges

Valid credit/debit card details must be supplied at the time of booking and/or upon arrival at the apartments to cover “additional charges” (see cl.12.). These may be payable direct to the preferred supplier in some instances.

These charges will be deducted from any Security Deposit held or from a debit/credit card supplied and any balance on the security deposit will be refunded. A written statement of the “additional charges” will be sent to you. In the event that payment under a debit/credit card is declined, or no card details are provided, we reserve the right to invoice the booker or guest direct for these charges.

3.1 Pricing

The rates we advertise are to the best of our knowledge correct at the date of publication but we reserve the right to change any rates from time to time. Prior to the booking being confirmed rates quoted are based on the rates prevailing at the time but are subject to change. Once a booking has been confirmed we will not change the rate quoted unless you amend the booking or our cost of supplying the accommodation changes as a result of tax changes or currency fluctuations beyond our control. VAT is charged at the rate in force at the time of booking.

4.1 Changes, Extensions and Cancellations

All requests for changes, extensions and cancellations must be made in writing directly to us. (Accordingly, if your booking is not changed, extended or cancelled through us you will be liable to pay us the full amount of the booking.)

4.2 Changes

If you wish to change any detail of your confirmed booking we will do our best to make the change subject to an administration fee of £25 plus VAT per booking which will be payable to us once any change has been made together with any other resulting costs which may result in an increase or decrease in rate depending on the date and length of stay.

All changes of date are subject to availability. Should any change be rejected, the original booking will be reinstated. Name changes or child age changes will not incur any charges or administration fee.

4.3 Extensions

If you wish to extend a stay please give us as much notice as possible in order to facilitate your request. All extensions are subject to availability and rate change.

Where notice to extend a stay has been given, we reserve the right to take all additional payments and charges from any credit/debit card used to make the original booking, or an invoice for the extended period will be sent to your billing address and payment must be made by return.

4.4 Cancellation

Our cancellation policy is set out below; however, where we act as agent for a preferred supplier their cancellation policy may differ from our own. The specific cancellation policy should be requested at the time of booking and will be stated on the confirmation:

- Free Range Stays reserves the right to treat an early departure or reduction in the number of nights or apartments booked as a cancellation and apartments may be re-let and cancellation charges will apply. Non-arrivals will be treated as a cancellation and you will not be entitled to any refunds.
- Non-arrivals will be treated as a cancellation and you will not be entitled to any refunds.
- Please note that transaction fees are not refundable in the event of a cancellation.

At the time of booking we reserve the right to request a 20% deposit to reserve your booking in advance. In all cases this deposit is non-refundable in the event of cancellation.

4.5 Notice Period

Cancellation charges relate to the date prior to arrival when we are notified of the cancellation and will determine the cancellation charges incurred according to the scale below.

These notice periods also apply to early departure or reduction in the number of minimum nights stay. For group bookings the minimum notice period and the cancellation charge per apartment, regardless of length of stay, is the same as for stays of 28 + nights (see below).

LENGTH OF STAY	NOTICE PERIOD
1 – 6 nights	14 days prior to arrival date
7 + nights	14 days prior to arrival date

Where a booking of more than 28 nights has been made and long term rates agreed, should the booking be shortened from the original dates agreed at any time, Free Range Stays reserves the right to amend this rate. In addition to this, where bookings are made for a period exceeding 28 nights but cancelled prior to check in at any point, Free Range Stays reserves the right to charge the 14 night cancellation period to cover declined business and associated costs.

5.1 Changes by Us

We do not expect to have to make any changes to your booking however occasionally bookings have to be changed or cancelled or errors in information or other details corrected and we reserve the right to do so. If this does happen, we will contact you by telephone or email where reasonably possible. If a change has to be made or your booking has to be cancelled we will, if possible, offer you an alternative apartment of similar type and standard in a similar location for the same period. If the alternative apartment is advertised at a lower price, you will receive a refund of the price difference. However if the alternative apartment is at a higher price the new price will be payable. If you do not wish to accept a change or any alternative apartment offered or we cannot offer you a suitable alternative apartment, you may be entitled to cancel your booking and receive a refund unless this is the result of an Event beyond our Control – see

below. You should tell us as soon as possible whether you wish to accept any change or alternative apartment offered or alternatively if you want a refund.

Events beyond our Control include but are not limited to the following: act of God, outbreak of hostilities, riot, civil disturbance, acts of terrorism, revolution, the act of any government or authority (including but not limited to refusal or revocation of any licence or consent), fire, flood, lightning, explosion, fog or bad weather, epidemic, interruption or failure of a utility service (including but not limited to electricity, gas, water or telecommunications), renovations and building work undertaken at the property or in the local area, strikes, lockouts or boycotts, embargo, blockade.

6.1 Insurance

We are not responsible for the theft and/or damage of your personal belongings during your stay in any apartment booked. Therefore you are advised to ensure you have appropriate insurances in place. In addition, you are advised to ensure you have appropriate travel insurance to cover cancellation and medical expenses.

7.1 Website

Reasonable care has been taken to ensure that the content of our website (and/or other means of promotion or advertising) is correct but it is subject to amendment at any time without notice. All content on our website (and/or other means of promotion or advertising) is published in good faith but you acknowledge that we cannot check the accuracy of all information provided by our preferred suppliers for whom we act as agent. Given the above factors, we do not warrant that any of the content on our website (and/or other means of promotion or advertising) accurately or completely describes any of the apartments. Our website may link to other websites and we are not responsible for the data policies, content or security of these linked websites.

Our website (and/or other means of promotion or advertising) will only have a general representation of the accommodation shown. Actual apartment size, design, fixtures, furnishings and facilities may vary.

8.1 Liability

We are responsible for our own operated apartments, subject to these conditions. We act as agent for our preferred suppliers and, other than our general management and booking obligations detailed in these conditions, we shall not be liable to any party for any amounts in relation to any acts or omissions under or in relation to that contract with the relevant preferred supplier.

All warranties, conditions and other terms implied by statute or common law or otherwise are, to the fullest extent permitted by law, excluded from any contract with us and these conditions shall apply in their place.

However, nothing in these terms and conditions shall affect your statutory rights if you are a consumer. Nothing in these terms and conditions limits or excludes our liability for death or personal injury resulting from negligence; or for any damage or liability incurred by you as a result of fraud or fraudulent misrepresentation by us, or any liability that cannot by law be excluded.

Subject to the paragraph above, we shall not be liable for any loss of profits, loss of business, depletion of goodwill and/or similar losses, loss of anticipated savings, loss of goods, loss of contract, loss of use, loss of corruption of data or information, or any special, indirect, consequential or pure economic loss, costs, damages, charges or expenses.

If you are booking for, or on behalf of a business or business employee, that business shall indemnify us against all liabilities, costs, expenses, damages and losses (including any direct or indirect consequential losses, loss of profit, loss of reputation and all interest, penalties and legal and other reasonable professional costs and expenses) suffered or incurred by us arising out of or in connection with your, or your business's, breach or negligent performance or non-performance of these terms and conditions.

If you are booking for, as, or on behalf of a business or business employee, our total liability in contract, tort (including negligence or breach of statutory duty), misrepresentation, restitution or otherwise arising in connection with the performance or contemplated performance of your booking shall be limited to the fees paid to us under your booking.

9.1 Your Accommodation

All apartments are occupied as serviced apartments and are only to be used as temporary or holiday accommodation for you, or your organisation. They are not for use as the principal, additional home or residence of guests; you will not be entitled to a tenancy or an assured shorthold or assured tenancy. No relationship of landlord and tenant is created and no statutory security of tenure exists now or when the period of occupation ends. If you or any member of your party fails to vacate at the end of the period you will be charged the appropriate accommodation charges for the continued period of occupation. No persons other than the guests have the right to use the apartment.

These conditions constitute an excluded agreement under S(3A)(7)(a) of the Protection from Eviction Act 1977 (as amended) and cannot be construed as an assured tenancy under the Housing Act 1988 (as amended). We cannot guarantee an exact apartment number prior to arrival.

The maximum guests in an apartment is determined by the number of beds in the apartment. If the maximum number is exceeded then we, or the preferred supplier, may refuse access to the accommodation and/or reserve the right to charge for additional apartments.

9.2 Arriving and Departing

Apartments are available from 3pm on the day of arrival to 10am on the day of departure. Early arrival or late departure may be available for an additional charge but cannot be guaranteed unless booked from the night before arrival or for the night after departure.

9.3 Access to Your Apartment

Key collection details will be provided to you (via your booker where applicable) prior to arrival. Many apartments do not have reception desks and you will be given a code to enter the building and details of key collection once your booking is confirmed. It is essential that you have this information with you on

arrival and, where notified, contact us in advance to confirm the arrival procedure.

9.4 Departure

The procedure for departure will be confirmed on arrival.

10.1 Facilities and Services

The following information applies to Free Ranges Stays operated apartments but will vary at preferred supplier apartments. Further information is available on our website, from our reservations team or on arrival.

- **Cleaning:** Your apartment is cleaned weekly. The day your cleaning is scheduled will be advised on arrival. Weekly housekeeping includes linen/towel change and general cleaning.
- **Maintenance:** Routine maintenance is carried out regularly by our Management team; however, occasionally we may need access to your apartment to carry out essential maintenance. We will normally give you 24hours notice except in the event of an emergency when we require immediate access.
- **Telephone:** Where telephones are provided in apartments guests are responsible for all call charges incurred during their stay. In some cases the call charges are provided by a third party supplier and guests are responsible for setting up an account with the provider direct. Where applicable, information is provided in the Guest Information Folder in the apartment.
- **Broadband:** Where broadband is available in apartments, either via a wired or wireless connection, it may be charged for separately. Please be aware that in some cases there are limits on usage (2.5GB of data transfer per week). An additional charge will apply if this is exceeded. While we will make every effort to ensure the service is available at all times, we are unable to guarantee any internet or broadband connection and where a fault is deemed to be associated with the users' hardware or software, no support will be available. We are not responsible for loss or damage to guests' computers or software at any apartment or while connected to a network service. Guests must not use the broadband connection at the apartment for illegal or immoral purposes and we reserve the right to pass on any records to the authorities if required.
- **Security:** Guests will be provided with a set of keys/fobs/access card to access the property and the apartment. Additional sets can be provided on request. It is your responsibility to ensure you are in possession of these at all times and that they are returned at the end of your stay. An additional charge will be made for replacements and if we are required to provide access due to lost or forgotten keys.
- **Interruption to services:** We will make every effort to ensure that guests enjoy a peaceful stay, however, cannot guarantee or be held responsible for any failure or interruption of services to the apartment or the building, including electricity, air conditioning, water or any damage to telephone, broadband, internet and other communications, including disruption or noise caused as a result of repair works being carried out in another part of the property. Where we are made aware of such failure or interruption we will endeavour to rectify such services

within a reasonable period of time at our apartments, and will use reasonable endeavours to ensure any preferred supplier is made aware of, and rectifies, such problems within a reasonable period.

· Management Services: Our Management team is available to ensure your stay is as comfortable and enjoyable as possible. Contact details and working hours are made available on arrival.

11.1 Guest Responsibility

Guests are expected to comply with any regulations for use of the apartment. These are available on arrival usually in the Guest Information Folder, in the apartment. If any guest breaches any of these conditions or the regulations, we reserve the right to request a guest vacate their apartment immediately without refund.

· Smoking: Smoking is not permitted in any apartment or apartment building.
· Pets: Pets are not allowed in any apartment or apartment building.
· Nuisance: Guests are required to behave in a responsible manner, respect the apartment and their fellow guests and keep noise to a minimum between the hours of 10pm and 7am. This includes causing any sort of nuisance or disruption to fellow guests or using threatening or abusive behaviour towards a member of staff on the phone, in writing or in person. Guests are not permitted to use the apartment for any illegal or immoral purposes. An additional charge will be made if the Management team is called out in response to a nuisance complaint.

· Age Restrictions: Non-corporate bookings will not be accepted from any paying guests under the age of 25. Proof of identification and date of birth may be requested on arrival and if not presented on request, we reserve the right to cancel the booking.

· Visitors: Guests are responsible for their visitors. Non residents will not be allowed access to the apartments after 11pm and we operate a strict no party policy.

· Damage: Guests are required to keep the apartment, furniture, fittings and effects in the same condition as on arrival. Inventories and condition reports can be provided at the start and end of the stay, if required, at an additional cost. You are required to notify us of any damage, loss or broken items or matters requiring general maintenance. Any damage to the apartment will be charged in full. In the event that these are discovered after departure we will notify you or the booker within 7 days of departure with full details and where possible photographic evidence.

· Cleanliness: We expect the apartments to be left in a reasonable state of cleanliness and order on departure. An additional charge will be made for extra cleaning or specialist cleaning to return the apartment to a fit state for occupation. Additional charges may include compensation for loss of revenue in addition to cleaning and repairs.

· Lost Property: All your possessions should be removed from the apartment on the date of departure. We will use reasonable endeavours to retain any lost items

for up to 3 months after your departure date. Email: hello@freerangestays.com for enquiries relating to lost items.

· Storage: Where facilities are available and at the owners risk storage of luggage may be provided at an additional charge.

12.1 Additional Charges

As a guide additional charges include, but is not limited to the following:

- Breakages, loss or damage to the apartment or any of its contents
- Cleaning, specialist treatment charges where more than routine cleaning is required or smoking has occurred – £100
- Inventory and condition reports – £50
- Outside of working hours which are Mon – Fri 9am – 6pm – meet and greet – £50
- Lost keys, fobs or access cards – £50 – £500
- Call out charge for locked out Guests £50
- Storage of luggage
- Broadband and telephone call charges
- Extra bed (inflatable or rollaway £15 per night, cot £5 per night)
- Other services e.g. car parking, dry cleaning, laundry, extra cleaning are available on request

VAT and local taxes are payable on all additional charges and where the level of the additional charges is not specified in these conditions, we will charge you the actual cost together with any administration costs. Prices for additional charges may change at any time. For payment of additional charges see cl.2.3 above.

13.1 Health and Safety

We take the health and safety of all our guests seriously. On arrival you should familiarise yourself with the layout of the apartment and building and the health and safety procedures as detailed in your apartment. Where Free Range Stays acts as agent for a preferred supplier, we do not warrant that in booking these apartments on your behalf, that it is managed in accordance with local and national laws including health and safety. You also understand that although a preferred supplier may comply with local and national laws, the rights and remedies under such laws may be different to that of England and Wales.

14.1. Quality and Feedback

We are committed to providing quality accommodation and conduct regular audits to ensure that high standards are maintained at the apartments. Many of the apartments are also independently assessed and details of the star ratings awarded can be found on our website. We also welcome feedback from our guests and ask them to complete a guest satisfaction survey on departure. We value this feedback which provides us with useful information on how we can improve our services further.

15.1. Complaints

In the unlikely event that you are dissatisfied with any aspect of your accommodation please notify the apartment manager as soon as possible in the first instance. If you do not give us the opportunity to resolve a problem during your stay, this may affect the final outcome of any complaint received. We aim to

deliver the best possible customer service, but in the unlikely event that you are dissatisfied with our service, please contact us by email Free Range Stays or you can call us on (01234) 519790

16.1 Privacy

We may use your contact details to tell you about our services and apartments including special offers that we think may be of interest to you. If you do not want us to use your contact information please let us know by email to hello@freerangestays.com. All information collected or properly obtained during the booking process will be processed in accordance with our Privacy Policy which, with our Site Terms, is incorporated into these conditions. Telephone calls may be monitored and /or recorded as a security measure, to help us to train our staff and improve our service to you.

17.1 General

We reserve the right to change these conditions from time to time. If guests are in breach of any of these conditions, we reserve the right to request that guests vacate their apartment immediately. These conditions shall be governed by and construed in accordance with the laws of England and the Courts of England shall have exclusive jurisdiction in relation to any claim, dispute or difference concerning these conditions and any matter arising from them.