

TEAM FOLDYARD TERMS AND CONDITIONS – UPDATED JANUARY 2021

At Team Foldyard, we act as the Booking Agent for the Property Owners (acting as their representative).

BOOKING AGENT TERMS AND CONDITIONS

When Team Foldyard act as the Booking Agent and take payment, Terms and Conditions apply.

TERMS AND CONDITIONS FOR TEAM FOLDYARD ACTING AS A BOOKING AGENT GENERAL INFORMATION

In these conditions, 'The Client' is the person who has made arrangements with the Agent as the principle contact or party leader and is named on the Team Foldyard Booking Form and Confirmation. 'The Agent' is Team Foldyard.

Team Foldyard act as Agent for the Owners (or their representative) of the property (also referred to as 'the Owners' or 'the Owner') offering Self Catered Holidays.

Holiday accommodation booking arrangements are handled by Team Foldyard, on behalf of the Owners, and the contractual relationship for accommodation is directly between the Owner and the Client.

The Reservation Process

Reservations can be made via our website www.foldyardhouse.co.uk or by telephone. A provisional reservation can be held for 48 hours, after which it will be cancelled automatically if we have not received payment (in part or full).

When you submit a booking via our online reservation system you will receive an automatically generated booking summary by email to the email address you provide in the booking form. This does not form a contract. A contract shall only arise when your booking is subsequently confirmed in writing via a letter of confirmation sent to you by email.

Team Foldyard reserves the right to refuse either on its own account or on behalf of the owner if it is deemed that the accommodation might not be suitable for the intended stay (Holiday).

A reservation is confirmed once we have received the following: A signed copy of the Terms & Conditions and Booking Form. If the reservation has been made online then Terms & Conditions and the booking form have to be read and confirmed before the reservation request can be completed. Received either a deposit payment or full payment (whichever is applicable). Any payment made by the Client to Team Foldyard in respect of a property is deemed to confirm acceptance of these Terms and Conditions.

As soon as your confirmation is received please check the details carefully, if anything is incorrect please inform us immediately. However, we regret we cannot accept liability if we are not notified of any inaccuracy in the documentation. If there is an error in the confirmation, we reserve the right to correct it as soon as we become aware of it.

Reservations made more than 60 days prior to arrival require a deposit payment of 33% with the remainder of the balance due 60 days prior to arrival. Reservations made less than 30 days prior to arrival require full payment. If the final balance payment is not received by the due date a late fee of £50.00 will automatically be added to the final balance total. If after 7 days the balance is still outstanding the booking will be treated as a Cancellation by the Client. (see cancellation policy). We accept the following methods of payment: Bank Transfer, Debit Card Payment, Visa, Mastercard.

Security Deposit

3.1 A Security Deposit is taken on our property for each booking. Minimum amount is £250 and is stated at the bottom of your invoice. This sum will be payable two weeks before your arrival . At this point, you will be issued with your direction sheet to the property and arrival instructions. Access to the property will be denied if we have not received your security deposit.

3.2 A Security Deposit is required to cover costs resulting from the action or inaction of the Client or a member of their party such as (but not limited to): the property being left in an unreasonable state, loss or non-return of keys, excessive or long-distance telephone call charges, neglect or damage to the property, damage or loss of contents and/or, any extra or excessive cleaning costs required. (Please see points 7 and 9). Damage or excessive soiling of the Hot Tub or Hot Tub filter or Sauna.

3.3 The Security Deposit will be refunded within 7 – 10 days of your departure from the property less any costs incurred. Please note: If we are awaiting a quote from the Owner for repair/replacement of items, an extension of this 10-day timescale may be necessary.

3.4. In the event of damages attributed to the Client or a member of their party during their stay Team Foldyard shall notify this to the Client as quickly as reasonably possible together with any evidence provided by the Owner. The cost of any remedial action shall be deducted from the Security Deposit and the balance refunded to the Client.

3.5. In the event that the cost of rectification for losses or damage caused by the Client or a member of their party exceeds the Security Deposit held, Team Foldyard shall notify the Client of any additional amount owing. The Client is advised that the Property Owner reserves the right to pursue recovery of any additional cost over and above the Security Deposit and for this reason adequate personal liability insurance is strongly recommended) Should additional costs be incurred we shall provide the Clients' contact details to the Owner to facilitate recovery directly.

3.6 In the event that Team Foldyard is unable to contact the Client to advise of deductions from the Security Deposit, then Team Foldyard will not be held accountable for any bank charges or other losses incurred by the Client resulting from those deductions from the Security Deposit. If Team Foldyard is unable to contact the Client, refund of the balance of the Security Deposit cannot be guaranteed within 7–10 days.

Cancellations and Amendments to Bookings by Client

4.1 A booking can only be cancelled prior to the start date of the holiday. Cancellation requests must be received by Team Foldyard in writing (email).

Cancellation Charges:

4.2 The holiday deposit (33% of the total holiday cost): Where cancellation notice is received after the deposit has been paid and before the final balance is due, the Client is still liable to pay the final balance on the due date, unless Team Foldyard has successfully re-sold the holiday dates.

4.3 100% of the total holiday cost: Where cancellation notice is received after the balance is due and/or been paid then the Client shall be liable for the full cost of the booking.

4.4 Subject to the application of an Administration Fee of £50, wherever possible, Team Foldyard will actively re-sell cancelled dates. If successful, subject to the limits above, we will return to you any monies paid less the difference between the cost of the cancelled booking and the replacement booking.

4.5 If Team Foldyard is unable to sell any part of the cancelled period then all monies paid will be forfeited and for this reason, we strongly advise clients to obtain their own holiday cancellation insurance.

4.6 Team Foldyard shall not repay any monies due to the Client as the result of a booking cancelled by the Client until the cancelled period has been resold.

4.7 Requests to change confirmed booking dates must be made in writing to Team Foldyard (email). We will make every effort to facilitate a booking amendment, however, requests are subject to the consent of the property owner and may be declined. A £30.00 administration fee will be charged to the Client for each amendment.

4.8 By agreeing to these Terms and Conditions the Client warrants that they will not sell or transfer the booking to another party.

4.9 Cancellations must be immediately notified to us by email. If you cancel 61 or more days before check-in date, and we are able to re-let your dates, we will refund you the deposit amount which may be less than you paid (for example if the final letting price was discounted or only some of the days are re-let). If we are unable to re-let you remain responsible for the deposit and there will be no refund under any circumstances.

You will be reimbursed at check-out date of original booking.

Refund payment for cancelled booking, if applicable, will be released back to the cancelling guest **7-10 working days after the scheduled date of check-out** of the original booking. Bank charges incurred during the payment process will be deducted from any refund total.

Customers are advised to take out their own personal holiday insurance to cover cancellation through illness etc. see paragraph 14.1

Cancellations and Amendments to Bookings by Owner

5.1 It is unlikely that the Owner will cancel a confirmed booking. If, however, for reasons beyond the reasonable control of the Owner, such as government covid restrictions means the property is no longer available. The Owner reserves the right to cancel a booking. In this event, Team Foldyard will inform the Client as soon as possible. Parties will be offered an alternative date in the first instance.

Your Holiday

6.1 You will be sent by email, a link to your house guide which includes directions, together with any other instructions regarding your arrival at the property at the time the security deposit is paid 2 weeks prior to arrival. PLEASE remember to take note of instructions before you travel. In the event you do not make the necessary arrangements and omit to take the directions with you, Team Foldyard or the Owners are not responsible if you are unable to gain entry to the property on the day of arrival. If you fail to arrive at the property, for whatever reason and are unable to make contact with the owner or Team Foldyard and arrival has to be postponed to the following day, no refunds / partial refunds will be applicable.

6.2 Due to the national covid situation you will not be greeted on your arrival at Foldyard House. The information supplied will give you clear instructions about entry to the property. It is the customers responsibility to have a record of these details with them on arrival.

6.3 Arrival and Departure times must be strictly adhered to. Your confirmation will show the arrival and departure time agreed. This is normally 4pm on the day of arrival and 10am on the day of departure.

Under very special circumstances an early arrival or late departure may be possible, however, these must be pre arranged by e mail with Team Foldyard. This is a request and cannot be guaranteed due to the extra covid deep cleaning that takes place between each booking. The times will be confirmed with the client as near to their stay as possible and every effort will be made to approve the request.

Use of Property and Your Responsibilities

7.1 Party Size. There are limits on the maximum number of guests that can be at a property and the number of guests at the property must not exceed those limits except with prior written agreement from Team Foldyard or the Owner. Admittance to the property may be refused or the Client may be asked to vacate the property immediately if this condition is not observed.

7.2 Clients may not invite additional guests to the property without first seeking authority from Team Foldyard and the Owner. Foldyard House does have external CCTV cameras, if footage shows that more guests have entered the property than the maximum number allowed a charge maybe deducted from the Security Deposit. Or an invoice issued.

7.3 Party members are those detailed on the Booking Form completed by the Client. If the Client alters the party without prior request and/or if additional Clients are given unauthorized access to the property, then any additional costs incurred will be deducted from the Security Deposit or an invoice issued. The Owner or Team Foldyard reserves the right to refuse admission to the property or to ask the Client to vacate the property with immediate effect if the Client fails to adhere to this condition.

7.4 Occasionally we may offer a Client a reduced rate for a smaller party and this is dependent on a limited number of bedrooms and bathrooms being made available for the duration of the stay. Should a Client paying a reduced rate use extra bedrooms then the Client agrees that the full cost of the accommodation may become due and this additional cost will be deducted from the Security Deposit. If the additional cost is greater than the Security Deposit, the Client authorizes Team

Foldyard to issue an invoice for the appropriate charge which the client will be liable to pay.

7.5 Properties are to be used as 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 and this will be deducted from the Security Deposit. No persons other than the guests have the right to use the property. 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).

7.6 Disability Access

Team Foldyard has considered The Equality Act 2010 in terms of disability access and use of the property. Due to the age and location of the property access is level but note there are steps on the ground floor within. There is no lift facility to the first floor. If you, or someone you are travelling with, has a disability please contact Team Foldyard on foldyardhouse@outlook.com or by phone on 07706 22 77 42. We understand that disability requirements vary widely; we may be able to answer your query ourselves or may need to refer to the Property Owner for particular details. The earlier you get in touch with us, the more time we will have to ensure you have all the information you need. Team Foldyard and the Property Owners abide by the Equality Act 2010. Assistance dogs are welcome at all the property please inform us on booking to ensure we are aware.

7.8 Pets

This section does not apply to Assistance Dogs which are welcome at Foldyard House. Please see our Section 7.8 on Disability Access for more information. Aside from Assistance Dogs a maximum of two dogs are permitted at Foldyard House and this is clearly stated on our website. Any specific terms for dogs included on the Booking Form must be adhered to. Dogs must be kept under control at all times. The Client is responsible for any damage caused by pets whether inside or outside the property. If extra cleaning is required as a result of a Client having pets in the property, this may be deducted from the Security Deposit. The Owner or Team Foldyard reserves the right to refuse admission to the property or to ask the Client to vacate the property with immediate effect if the Client is found to have brought more than two dogs to the property or not declared the fact on their booking form. Note there is outdoor cctv on the property.

7.9 Pets are not permitted into bedrooms or on the furniture at any time. Neither Team Foldyard nor the Owners can accept responsibility for pet safety. Clients are not to leave pets unsupervised at the property at any time.

7.10 Clients shall dispose of pet faeces in a clean and sanitary manner.

Smoking

Foldyard House is non-smoking. Clients who fail to adhere to this condition may have some or all of their Security Deposit retained.

Equipment and Facilities within the Property

9.1 Clients will adhere to any special rules and requirements relating to the use of the hot tub at Foldyard House. This is for your own safety. Failure to adhere to rules (which will be emailed with your confirmation and also found at the property) may result in a claim being made against the Security Deposit. Claims will be made for any guests that use a hot tub whilst wearing fake tan, eating or use of glasses or crockery in hot tub.

9.2 It is not acceptable to move furniture within the property. If items of furniture, such as beds, tables, sofas are found to have been moved and not in their rightful place a charge may be made against the security deposit.

9.3 The Client is legally obliged to take all reasonable and proper care of the property including buildings, gardens, fixtures, fittings, furniture, pictures and other effects in or around the property and shall leave them in the same state of repair and condition at the end of the rental period as found at the beginning.

9.4 In the event of any damage to property or equipment during the stay, the Client is required to notify Team Foldyard as soon as possible.

9.5 The Client shall leave the property in a clean and tidy condition: this includes cleaning all cutlery and crockery and placing all rubbish in appropriate waste or recycling bins. Many councils will refuse to empty bins if recycled materials have not been placed in the correct bins, if caretakers are forced to separate recycling then a charge will be made of £50.00 from the Security Deposit. It is not acceptable to leave crockery and cutlery unwashed in sinks or dishwashers, an additional charge will be deducted from the security deposit.

9.6 Damage to Linen and Towels will be deducted from the Security Deposit, this includes stains caused by Fake Tan, Make-Up, Blood or any other substance that cannot be removed by regular washing.

9.7 Foldyard House has a septic tank. Guests must not flush anything other than toilet paper down any WC in the house. Nappies, Sanitary products, condoms, facial wipes, baby wipes etc. will cause a blockage to the septic tank and this will result in a deduction for a call out fee being taken from the Security Deposit.

9.8 Clients will not decorate walls or woodwork with banners, balloons or pictures, any marks caused by drawing pins, sellotape or blu-tac or any other product such as Fake Tan that require retouching by re-painting or partial re-painting will be deducted from the Security Deposit.

9.9 Guests must not consume Irn-Bru inside a property. Irn-Bru causes stains to carpets and furnishings and it is not possible to remove stains.

9.10 We do not allow fireworks or Chinese lanterns at the property. Foldyard House is located in a rural area where there is livestock. It is an offence under the Animal Welfare Act 2006 to cause any unnecessary suffering to any captive or domestic animal. Fireworks must not be set off near livestock or horses in fields, or close to buildings that house livestock. The offence carries a fine of up to £20,000 and/or a

prison term of up to six months. The Act is enforced by local councils, animal health officers and the police.

9.11 Failure of the Client to exercise reasonable care may result in deductions being made from the Security Deposit.

9.12 If on departure, the Owner is dissatisfied with the condition of the property they may refuse to take a booking from the Client again. If a Client is excluded from any re bookings at the property for any reason, Team Foldyard reserves the right to informing other letting / holiday agents..

Guest Conduct

10.1 Noise: Doors and windows: When regulated entertainment is taking place at the premises all external doors and windows must be kept closed other than for access and egress. Boundary noise limit: To avoid nuisance to residential premises, noise emanating from the premises during occupation shall not be clearly audible at the (external) boundary of any residential premises. Audible definition: If it is possible to determine where the noise is coming from and speech, lyrics, melody or bass components are distinguishable at the monitoring point (external boundary of any residential premises). Then the noise would be considered to be clearly audible and require action to be taken. Boundary noise checks: At least twice while music is being played, the person in charge shall assess the level of noise emanating from the property. This will be done at the boundary of the property. If this 'check' indicates a potential problem exists arising from excessive noise levels then immediate action must be taken to reduce the noise level and a further check conducted to ensure that levels have been sufficiently reduced. Bottle disposal: Disposal of waste bottles into external receptacles must not occur after 21:00 hours or before 09:00 hours on any day.

10.2 In the event the Owner receives a complaint with regard to noise from a neighbour or from The Police, this may result in a charge being made against the Security Deposit.

10.3 As stated in point 7.3 the party size may not exceed the total number of guests that the property is advertised to sleep. Guests also must not erect marquees or any other temporary structure within the grounds of the property. This will invalidate the Property Owners' liability insurance policies and Clients will be asked to vacate the property with immediate effect. The Owners or Team Foldyard will not be responsible for any damage to property supplied by a third party.

Third Party Suppliers and Contractors

11.1 Team Foldyard include a number of suppliers on the website and can accept no liability for any goods or services provided by these suppliers. The Client should check that they agree to the suppliers' own terms and conditions before trading with them. Also the client should provide proof of the third parties liability insurance.

11.2 For any reason a property becomes unavailable for your stay, Team Foldyard or the Owner are not liable to refund costs paid out by the client to third party suppliers.

Problems or Complaints

12.1 The Client must report any pre-existing damage noticed upon arrival within 24 hours.

12.2 If any issues arise during the stay the Client must contact the property Owner or Team Foldyard as soon as reasonably practicable for the issue to be investigated and, if required, to take any remedial action. If an issue is not reported and the Owner is denied an opportunity to investigate or rectify a problem during the holiday, then the Client will have waived all rights in the matter.

12.3 If the Client feels that their complaint has not been resolved satisfactorily on completion of the holiday, Team Foldyard requests that the verbal complaint is followed-up by writing to the Owner or Team Foldyard within seven days of departure from the property.

12.4 It is the responsibility of the Owner and the Client to resolve any disputes arising between them, including those relating to retention of the Security Deposit in whole or part. As the Agent, Team Foldyard is not and cannot become responsible or involved in this process since the contractual relationship is between the Client and the Property Owner.

Facilities and Services

13.1 Interruption to services: We will make every effort to ensure that guests enjoy a peaceful stay, however we cannot guarantee or be held responsible for any failure or interruption of, services to any property, including electricity, water or any damage to telephone, sky or terrestrial TV, broadband, internet and other communications, including disruption or noise caused as a result of repair works being carried out in the immediate vicinity. Where we are made aware of such failure or interruption, we will endeavour to rectify such services within a reasonable period of time.

13.2 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, also 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 property for illegal or immoral purposes and we reserve the right to pass on any records to the authorities if required.

Insurance

14.1 We strongly recommend that Clients should obtain insurance that at least includes holiday cancellation cover for the value of their booking. Ideally the insurance policy will cover illness or other eventualities such as travel and road conditions as neither Team Foldyard nor the Owner shall be liable for circumstances that may prevent you accessing the property (See Force Majeure, below). Clients are legally responsible for any damage caused during their stay at the property therefore we also strongly recommend that any insurance covers losses due to personal liability claims.

14.2 We are not responsible for the theft and/or damage of your personal belongings during your stay in any property booked. Therefore, you are advised to ensure you have appropriate insurances in place.

Pricing

15.1 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.

15.2 All prices quoted at the point of enquiry are valid until midnight of the day on which they were given. Prices quoted for a provisional booking are valid for 48 hours from when the provisional reservation is made.

15.3 After the reservation period, where Team Foldyard has not received a deposit, prices quoted may be subject to change.

15.4 Notwithstanding the above, Team Foldyard reserves the right to amend prices quoted as a result of errors or omissions. Any changes resulting from an error or omission shall be notified to the Client as soon as possible and the Client shall be able to cancel the booking if the amended price is significantly higher than the original price quoted.

Liability

16.1 Team Foldyard shall not be liable for any act, neglect or default on the part of the Owners or any other person not within the employ of Team Foldyard or otherwise under their control, nor for any accident, damage, loss, injury, expense or inconvenience, whether to person or property, which the Client or any other person may suffer or incur arising out of, or in any way connected with the rental accommodation unless Team Foldyard is responsible. In addition, Team Foldyard accept no liability for loss of or damage to a Client's possessions on the Owner's property or land.

16.2 Nothing in these conditions excludes or limits the liability of Team Foldyard: for death or personal injury caused by Team Foldyard negligence; or for any matter which it would be illegal for Team Foldyard to exclude or attempt to exclude their liability.

16.3 Whilst we do not exclude or limit our liability for loss or damage sustained by Clients as a result of negligence by our employees or agents, this cannot extend to actions/omissions by the property Owner over whom we have no direct control.

16.4 Team Foldyard (for itself, its employees and agents) and the Owner shall not, except if caused by our negligence or breach of these Booking Conditions, be under any liability to the Client or third parties for any accident, damage, loss, injury, expense or inconvenience, which may be suffered, incurred or arise out of or in any way connected with the rental. No term of the Contract is enforceable under the Contracts (Rights of Third Parties) Act 1999 by a person who is not party to the Contract.

Privacy Policy

17.1 Any personal information supplied to Team Foldyard is used, held or stored in accordance with the Data Protection Act 1998. We have a designated Privacy Policy on our website which sets out all of our policies. It is duty of all Property Owners, clients and customers, website users and website visitors to read the Privacy Policy before entering into any contract or agreement by any means, written, verbal or digital.

17.2 Team Foldyard shall only make information about you available to those involved in supplying your holiday; this includes the property Owner to whom we will provide the Client name, additional guest names and addresses and Client contact details. Team Foldyard never provides Client information to anyone else without first obtaining consent, unless we are obliged by law to disclose it.

17.3 Personal information provided by the Client in registering for a service will be used by Team Foldyard in the provision of that service only.

17.4 In agreeing these T&Cs the Client warrants that the property details, including the property name, address and Owner details will not be reproduced or passed onto a third party without permission from Team Foldyard.

17.5 The full details, including the address, comprehensive directions and key collection arrangements will be available two weeks prior to arrival once the clients full payment of the security deposit is received (the amount of the security deposit will be highlighted in the booking confirmation).

17.6 The Client agrees to not, under any circumstances, exploit for commercial purposes any photographic or moving images of the property.

Force Majeure

Team Foldyard cannot accept any liability or pay any compensation where the performance or prompt performance of our contractual obligations is prevented or affected by circumstances amounting to Force Majeure. Force Majeure is any event which Team Foldyard or the Owner could not, even with all due care and attention, avoid. Such events may include a pandemic, war or threat of war, civil strife, natural or nuclear disaster, industrial dispute, terrorist activity, fire, adverse weather conditions, unforeseen local building or road-works, unavoidable technical problems with transport, closure or congestion of airports or ports, cancellations or changes of schedule by scheduled airlines and all similar circumstances beyond our control.

Our 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. Our website may link to other websites and we are not responsible for the data policies, content or security of these linked websites.

Breach of Contract

If any of the above conditions are breached by the Client or any member of their party, the Owner or Team Foldyard reserves the right to enter the property and request that the party leave the property with immediate effect.

Law of Contract

This agreement is governed by English law with English Courts having exclusive jurisdiction.

TERMS AND CONDITIONS FOR TEAM FOLDYARD ACTING AS WEBSITE LISTING HOST

PLEASE READ CAREFULLY. WHEN YOU MAKE A RESERVATION REQUEST WITH US BY ANY MEANS YOU ARE DEEMED TO HAVE ACCEPTED OUR TERMS AND CONDITIONS.

Website Listing Host Basics

22.1 The Foldyard House website lists the property offered for rent by the property owners, (we will refer to these as Property Owners throughout). We may also offer other communication and information transfer facilities to allow our website users to communicate with property owners and enter into communications, rental agreements, transactions and other contracts. In these instances, the Foldyard House website acts only as a conduit for users to interact with each other. Contracts are concluded only between the website user and the property owner(s). By using the Foldyard House website in this manner, you agree that Team Foldyard is not a party to any agreements, is not acting as an agent on behalf of either party and disclaims all liability arising from or related to such agreements. In such agreements between website users and property owners, Team Foldyard is not an organizer or retailer of travel packages under EU Legislation Directive (EU) 2015/2302.

22.2. Website users agree to abide by all laws and regulations applicable to their use of the Foldyard House website, terms and conditions and privacy policy.

22.3 Property Owners agree to abide by all laws and regulations applicable to their use of the Foldyard House website, terms and conditions and privacy policy.

Property Listings and Interactions with the Foldyard House website

23.1. Property Owners are entirely responsible for all of the information, including images, text and all other content relevant to the property they offer or upload for listing, updating where necessary and ensuring that the content is correct and complies to the relevant legal instruments and directives.

Website login security and any suspected breaches of security must be addressed with a change of password. Team Foldyard must be contacted if a suspected breach of security has occurred on the Foldyard House website account.

Rights and obligations of House Parties regarding Images and Property Owners Listings

Team Foldyard will endeavour to produce accurate images and information as supplied by the property owner. Image quality and size differs due to many factors and Team Foldyard has no responsibility for image quality.

Property Owner Verification

User verification on the internet is difficult and Team Foldyard does not assume any responsibility for the property owner(s) identity/identities or behaviours, nor responsible for checking the nature, conditions or existence of a property.

Intellectual Property

All content on the Foldyard House website is protected by copyright and database rights. Reproduction of the site in whole or in part, including copying of copyrighted text, graphics or designs is prohibited.

Website users are permitted to download, display or print individual pages of the Foldyard House website to evidence any agreement with Team Foldyard.

Any reviews/content which may be uploaded to the Foldyard House website by website users and or/property owners are subject to the approval of Team Foldyard and their use may be terminated, excluded, abridged or deleted. Team Foldyard reserves all rights to remove or abridge information and images uploaded to the Foldyard House website without prejudice.

Any content uploaded to the Foldyard House website will be considered non-confidential and no-proprietary. Ownership rights are retained in content by property owners or website users, but by uploading agree to grant Team Foldyard non-exclusive, royalty free, irrevocable, perpetual and worldwide licence to use, store, copy, modify and adapt. Team Foldyard is not responsible or liable to any third party for the content and accuracy of uploaded information and retain the right to remove any uploaded content for any reason.

Prohibitions: Website users and property owners agree not to:

29.1 Directly or indirectly monitor content on the Foldyard House website by means of robots or automatic instruments. General-purpose internet search engines (for example Google) comprise a limited exception to this.

29.2 Use the Foldyard House website, tools or services for any other use than that agreed a valid property listing.

29.3 Use any copyrighted/owned image without explicit permission from Team Foldyard.

29.4 Include any content that breaches applicable criminal laws or encourages such breaches.

29.5 Endanger the Foldyard House website by knowingly introducing a 'virus' or destructive functioning software onto the website in or via any third-party communication.

29.6 Post or transmit any unlawful, threatening, fraudulent, libellous, abusive, threatening, profane or misleading information or engage in actions which are considered as 'phishing' that may give rise to criminal or civil liability.

29.7 Make untrue or unlawful comments or publish defamatory statements which may bring Team Foldyard or Foldyard House into disrepute.

Liability

30.1 The Foldyard House website is a venue/portal allowing the property to be listed by the owners to be viewed by website users. Team Foldyard accepts no liability in terms of contractual booking liability protection. Website users are advised to obtain their own travel and booking insurance and it is their responsibility to ensure any insurances are adequate.

30.2 Team Foldyard is not liable in any claims, actions, demands, recoveries, losses, damages, fines or penalties, costs expenses or legal fees brought about by third parties in connection with any breach of contract, information, agreement or binding conditions between a website user and a property owner.

30.3 The contract between a Foldyard House website user and property owner do not constitute package travel holidays.

30.3 Health and Safety at Property as listed on the Foldyard House website

30.4 Team Foldyard does not exclude or limit in any way our liability to you where it would be unlawful to do so. The Property owners have a duty to ensure that their property complies with all Health and Safety Regulations and to provide evidence of any necessary certifications as required. When listing on the Foldyard House website, The property owners agree to ensure that all legal requirements for safety are met, audited and updated as per the current legislation at the time of the booking. Property Owners agree when listing their property on the Foldyard House website to have full and current Public Liability Insurance.

30.5 Team Foldyard accepts no responsibility for people, property personal belongings and vehicles and contents belonging to website users booking and staying at a property listed and booked via the Foldyard House linked website.

Property Owners Responsibilities and Liabilities:

31.1 The property owner will perform rental services using reasonable care and skill.

31.2 As soon as possible notify any bookings made via the Foldyard House website, in writing of any changes to the description or facilities which might make the website inaccurate, incomplete or misleading.

31.3 Ensure that the property is vacant for exclusive and uninterrupted use by guests to the property and rental services for the full period of the rental agreement.

31.4 Directly respond to all queries, complaints and problems which may arise before, during or after the website listing booking.

31.5 Ensure full compliance with the Equalities Act 2010.

31.6. The property owner does not exclude or limit in any way their liabilities where it would be unlawful to do so. This includes liability for death or personal injury caused by their negligence or the negligence of their employees, agents or subcontractors,

for fraud or fraudulent misrepresentation, or for breach of legal rights in relation to rental services.

Consumer Rights

The Team Foldyard Terms and Conditions do not affect consumer rights wherever applicable. Your Consumer Rights are available at <https://www.gov.uk/consumer-protection-rights>.

Complaints

We are proud of the service provided at Team Foldyard. If you have a complaint about the property for whom we act as an agent please contact us during normal office hours by e mail in the first instance on foldyardhouse@outlook.com

Team Foldyard January 2021