

K&S Lake View Holiday Homes Ltd
Guest Terms and Conditions

These Terms and Conditions are here to protect the rights of the guests and the holiday homeowners, please read them very carefully, as you are entering into a legally binding agreement. Ensure you have access to them for your holiday. Please also double check the home you have booked as we cannot accept responsibility for mistakes.

‘Us’, ‘Our’ or ‘We’ – K&S Lake View Holiday Homes Ltd

‘Property’ – this will be the holiday home, log cabin or lodge that has been booked as stated in your booking confirmation.

‘Guest or You’ – person or persons who enquire about rental of the Property or who place a booking or who stay at the Property.

1) Before your Holiday

- i. **Health**
If you or any of your party have or have been in contact with anyone with Covid-19, or Corid-19 like symptoms, you must inform us immediately. All steps will be taken to move your holiday to another time of your choosing once your isolation period has ended.
- ii. **Arrange travel insurance**
It is highly recommended that you arrange Travel Insurance to cover all guests for any unforeseen circumstances. This will help protect you if you need to cancel your holiday as the owner will not refund you. We have a clear cancellation policy and the initial £75 deposit is non-refundable in any circumstance.
- iii. **Reselling**
Only those named on the booking form will be allowed in the holiday home. The holiday cannot be resold in any circumstances.
- iv. **Cancellations**
If you cannot pay the deposit or balance of the holiday, or you are unable to honour the booking for any reason whatsoever, then please contact us immediately we may be able to help. You may need to claim on your insurance in order to obtain a refund of any monies paid.
- v. **Cancellation charges**
Should you wish to cancel or need a refund our terms are:
The initial £75 Deposit is non-refundable in any circumstance. We strongly advise taking out travel insurance to cover for any unforeseen circumstances. By making a booking with K&S you are agreeing to these terms.
4 Weeks or less prior to booking- There will be no refund, only £100 damages deposit will be returned (if already paid)
Over 4 weeks prior to check in. The initial £75 deposit paid will be kept
Anyone failing to pay on the stated date will lose their booking and any monies paid up to date. We will re-advertise dates.
The damages deposit will always be returned in the event of a cancellation. The booking deposit is non-refundable.
- vi. **Towels**
Towels are not provided so please bring your own. All bedding is included, and beds are freshly made before your arrival. We do not supply travel cot sheets for health and safety reasons so please bring these along with you if you wish to use this facility.

2) Tattershall Lakes Facilities and Services

- i. Check the opening times and facilities available for your stay on the Tattershall Lakes website

- ii. Access to Tattershall Lakes facilities and services requires passes, these are NOT included in our pricing. These can be purchased separately from Guest Services
- iii. Services like electricity, water and sewage are responsibly of the park. If you have any issues with these please contact us.
- iv. As private owners we are not in control of the park and on some occasions, they can have issues with water supply / electricity supply we will do all we can to help but cannot be held liable if there are any issues resulting from a defect caused by the parks supplies
- v. Nor do we control the entertainment provided when booking with us you are booking our property and use of our hot tub only. If you wish to use the entertainment complex you will need to confirm with Away resorts what's on and when so you can decide to purchase passes or not, they are not included with your booking
- vi. RAF Coningsby is next to Tattershall Lakes and training flights do occur; these can be loud but amazing to watch. Night flying does happen on occasion, the dates are available on their website.

3) Arriving at the Holiday Home

- i. **Address:**
Tattershall Lakes Country Park, 57 Sleaford Road, Tattershall, Lincolnshire, LN4 4LR
- ii. **By Car:**
If you are using old school paper maps and heading from the North or South we would tend to jump on the A1 to Grantham, then turn onto the A52 and follow the signs for Sleaford (A153). At Sleaford take the 3rd exit on the roundabout for the A17 to Boston for a short while before turning left onto the A153 exit toward Sleaford/Horncastle/Skegness. Stay on the A153, we will be on the right just before Tattershall Castle.
- iii. **By Public Transport:**
The nearest station is Metheringham. From here you just need to jump on a number 5 bus to Boston which stops in Tattershall town, about 10 minutes' walk from the park.
Train Stations are situated at Boston and Sleaford
- iv. **Once at the Park:**
On Arrival there may be a possibility security is on the gates and the barriers are down. Just explain you are guests staying at K&S Lake View Holiday Homes and quote your pitch number. If necessary, show them this confirmation email. If for any reason you have any issues just call **07413393999 or 07890854661** and we will deal with any problems as fast as we can and get you on your way.
- v. **Arrival**
Your check in time is **4pm**, if you arrive earlier you will either be denied access, fined or evicted. The arrival time is there to allow for cleaning and to ensure everything is ready for your stay.
- vi. The keys are available from a secure lock box on the premises, the code will be sent to you on the day of arrival.
- vii. **Check the holiday home**
If you find anything wrong, please contact us immediately. This will protect you if things are found after you leave that you knew about.
If anything is damaged during your stay, please contact the **us** immediately so that they can arrange repair before the next guests.

4) During your Holiday

- i. Keep the holiday home clean and secure
You have a responsibility to leave the holiday home as you first find it. Prior to your stay the holiday home will be thoroughly cleaned.
- ii. Always ensure that doors and windows are locked when you are not in the holiday home.
- iii. **Use of gas & electricity**
The provision of gas and electricity for use is given on the understanding these will be for fair use. In the event of excessive use of either the gas and/or the electricity additional charges will be incurred.
If you are not sure or if you may be likely to use a lot of Electricity or need new gas bottles, then contact the **us** immediately. Take care when the weather is cold, not to keep heating on when unattended or when rooms have reached a comfortable temperature.

- iv. **Wi-Fi**
The Wi-Fi is provided as a complimentary service, do not attempt to move the router or access/change any of its settings.
- v. **Netflix**
The Netflix service is provided as a complimentary service, do not log out of the service or change/add profiles. There are no child filters on the Netflix subscriptions, you are responsible for **selecting what you and your children are watching.**
- vi. **TVs**
Do not change any settings on the TVs, they are setup specifically to work in this holiday home.
Shoe Types
Do not wear type of high heels (i.e. stiletto) on any areas of soft lino as this will damage it and you will be charged for the replacement costs.
- vii. **Decking**
Please be sensible in these areas, the decking can become slippery when water is involved (i.e. from the Hot Tub or rain). Always ensure you are wearing the correct footwear.
- viii. **Hot Tub**
The hot tub is drained entirely and refilled on every changeover. Our aim is to have the hot tub available for use upon arrival, but should the Hot Tub not be up to temperature or unable to use, unfortunately we cannot be held responsible in any way.
Our contract is with another company who maintain our tubs.

5) Hot Tub Rules and Regulations

- i. To ensure your Hot Tub remains clean and safe there are certain requirements that your party must address and by entering into a booking with K&S you are agreeable to these conditions. In addition, rules can be found at the side of the hot tub for your reference.
- ii. Everyone must observe the Hot Tub rules located at the side of the tub
- iii. You must shower before use, to remove all fake tan, makeup and body lotions, these wreck hot tub water and it will look like pond water very quickly.
- iv. Maximum bathing time is 15 minutes, it is not a swimming pool or bath your skin/health will suffer if you stay in longer.
- v. The hot tub must be respected no drinking/smoking or fooling around whilst in the tub.
- vi. At the end of your session the hot tub must be recovered and at all times when not in use
- vii. Allow access on a daily basis for tests to be carried out on the water. This is for your safety and they will only be at the van for 15 minutes at a very maximum
- viii. Hot Tubs are not designed for children we recommend that they do not use them but as their parent/guardian that is your decision.
- ix. Anyone found to be breaking these rules, or on checkout your hot tub is in bad condition we do have the right to charge you costs to rectify. These can vary dependant on the issue.
New Hot Tub lids are £350.00, and anyone found to have broken one will be charged.

6) Banned products

- i. BB GUNS and other weapon type items that could cause damage or injury
- ii. Drones
- iii. All types of paints
- iv. LOOM BANDS and similar mass packaged small items
- v. PLASTICINE and other clay type products

7) Products which must be supervised

- i. Felt tip / colouring pen - these MUST NOT be used unless there is adult supervision to ensure that there is no damage to the holiday home

8) You will be evicted, immediately, without compensation if

- i. You have extra guests, or pets, staying that have not been pre-registered
- ii. You cause any nuisance to others, such as loud music or shouting

- iii. Anyone is found to be smoking in the holiday home
- iv. You park in areas other than those approved by the holiday home site
- v. You breach any of the rules of the holiday home site OR breach any of the other conditions listed below

9) You must contact the us immediately

- i. If you have a problem with anything in the holiday home.
- ii. If anything is broken or damaged during your stay, as the owner may be able to arrange repair or replacement during your stay. You may be charged for repairs or replacement.
- iii. **Site Issues**
Tattershall Lakes site issues must be dealt with by the official Site Office Staff, not the holiday homeowner **or housekeeper**

10) If you are bringing your dog with prior agreement.

We welcome dogs to holiday with you in some of our homes, but dogs are not permitted to be left unattended in the home at any point during your stay.

- i. Please bring towels with you so you can ensure dogs are clean after walks before entering the home.
- ii. Dogs are not permitted to go in the hot tub due to chemicals used, neither are they permitted to swim in the fishing lake due to previous blue/green algae being present. Hidden dangers such as discarded fishing hooks/lines are also a possibility.

11) The End of your Holiday

- i. **Leaving**
Your check out time is 10am.
Please ensure the property has been left as you found it, close and lock all doors and windows. Turn off anything that was not on when you arrived and place the keys back in the lock box.
- ii. Leave the holiday home clean & secure
- iii. **Prior to leaving the holiday home please ensure;**
all kitchen equipment is clean and back in place
all kitchen surfaces and holiday home tables have been wiped clean
bins have been emptied
floors have been swept and left clear of mess
any dog hairs have been removed (if staying in our pet friendly homes)
strip any beds that have been used and leave in a pile for the housekeepers to launder
- iv. The holiday home should be left in the state you found it. Failure to keep the holiday home clean and tidy will result in the loss of your deposit.
- v. Do not steal or remove any property from the holiday home or you will be charged and will face prosecution.
- vi. All doors and windows must be closed when you leave the holiday home. Failure to do this risks the security of the holiday home and the deposit may be withheld.
- vii. The owners/housekeepers will take photographs of any mess or damage they find.
- viii. **Do not leave later than the stated departure time**
- ix. You will be fined if you leave late as access is required by the housekeeper.

12) Leaving the holiday home before the departure date

If you leave the holiday home before the departure date you will not be compensated unless this is due, in whole or in part, to the holiday homeowner being unable to provide the advertised holiday.

Damage to the holiday home or its contents, or the requirement of additional cleaning due to excess mess WILL result in loss of full or partial deposit and may result in small claims court action to recover additional charges and replacement costs.

When making a booking with K&S or paying the full deposit you are confirming that you, the nominated hirer, agree to be bound by all the following Terms & Conditions, with all other parties concerned

13) The Holiday Homeowner

The agreement is made on the understanding that the holiday homeowner will remain responsible for providing the advertised service. They will be liable to compensate the guests in the event of any failing on their behalf, that was not outside their control, in accordance with the terms detailed below. The owner will ensure that the full holiday cost, including deposit is retained in an account should they be required to provide a full refund.

14) The Guests

- i. The nominated group leader will be subject to fines in the event of misconduct by any of the group members that is not satisfactorily resolved, as detailed below.
- ii. The nominated group leader accepts full responsibility and liability for the conduct of all guests should they breach any of the rules. It is their responsibility to ensure that all the guests are aware of the full details of these terms and conditions.
- iii. No extra guests are allowed to stay overnight in the holiday home, without written permission, from the owner. You may have visitors during the day only.
- iv. The holiday must not be sold on to someone else. Any changes must be approved by the owner.
- v. Children under the age of 16 must not be left unattended.

15) Booking Restrictions

- i. Bookings will only be accepted if the hirer is at least 18 years old unless prior agreed.
- ii. The maximum number of allowed guests may be lower than the maximum berth of the holiday home. This is in order to improve the comfort of the guests and reduce wear on foldaway beds. Limits may also be added if a cot is used/required.
- iii. Only guests named on the booking form will be allowed in the holiday home.
- iv. Spot checks may be carried out at any time during the holiday. Unauthorised guests will be evicted, and the remaining guests may also be evicted and forfeit the remainder of their stay, without compensation.
- v. Full Names and Ages of all persons staying in the holiday home are required at time of booking
- vi. There will be a deduction of any delivery charges to return items that have been left behind

16) Accepted Payment Methods

- i. Bank Transfer, Online Payment
- ii. Always include your Surname or Reference when making payments.

17) Arrival and Departure

- I. You must not arrive before the time stated by the holiday homeowner. You will be denied access to the holiday home if you arrive early.
- II. You must be out of the holiday home before the check-out time stated by the holiday homeowner. Your deposit may be used to compensate the next guests if you leave late.
- III. Keys will be available as advised by the holiday homeowner. This will be via a key safe situated local to the front entrance door. The key code will not be sent until the day of check in
- IV. You will be liable for the costs of replacing the Locks and all Key Sets if the keys are lost
- V. The holiday homeowner will not be responsible if you cut your holiday short, unless caused by problems with the holiday home that the owner has not been able to rectify.

18) The Condition and Contents of the Holiday Home

- i. No smoking at any time, of any kind inside the holiday home.
- ii. Use of drugs is forbidden.
- iii. No property of any kind is to be removed from the holiday home.
- iv. If pets have been allowed into the holiday home, then all areas must be kept clean.
- v. Safety equipment, such as Smoke Alarms or Fire Extinguishers must not be tampered with, including removal of batteries from smoke alarms.
- vi. Naked flame products, such as Candles and Barbecues, must not be used in the holiday home. Barbecues are not allowed on the decking areas.
- vii. All rooms must be left in the same clean, tidy condition as they were found in.

- viii. You are responsible for the security of the holiday home during your booking.
- ix. All Windows and Doors must be locked securely when you are not in the holiday home.
- x. Breach of any of these rules will result in eviction from the site, loss of deposit and further legal action if necessary.

19) Use of Equipment in the Holiday Home

- i. You are agreeing to the safe use of all equipment in the holiday home
- ii. Equipment must not be re-configured, i.e. Wi-Fi, TV, Netflix etc.
- iii. The holiday is self-catering so you will need to provide all your own food
- iv. It is at the discretion of the owner whether a welcome pack is provided.
- v. All utilities (Gas, Water & Electricity) are included in the overall cost, on a fair-use basis. In the event of excessive use, such as leaving heating on all the time, without the owner's prior consent, you may be charged an excess to cover the additional charges incurred by the owner for additional gas bottles etc.
- vi. If you are unsure how to use any of the equipment provided, then contact the owner/housekeeper immediately. Do not attempt to use anything that you are unsure about.
- vii. The holiday homeowner will not be considered liable for any injury caused by improper use of any equipment
- viii. Faulty equipment must be reported immediately. You must not use any equipment you do not consider to be in a perfect condition
- ix. Any claims of injury must be reported immediately
- x. Claims will be thoroughly investigated, and prosecution may be sought in the event of fraudulent claims

20) Behaviour

- i. You have a duty of care towards other site guests and as such must not cause nuisance either verbally or physically.
- ii. Excessively loud music, verbal disturbance is not tolerated
- iii. Whilst alcohol is permitted, it is expected that all guests always conduct themselves in a proper manner and remain civil towards the other guests and other site users.
- iv. Children must always be kept under control. This includes whilst in the holiday home or whilst using services provided by the holiday home site.
- v. If dogs have been allowed, they must always be kept on a lead whilst on the holiday home site. They must not cause distress to any other persons or animals on the site.
- vi. Breach of any of these rules will result in eviction from the site, loss of deposit and further legal action if necessary.

21) Vehicles

- i. You leave your vehicle and contents on site at your own risk. Neither the holiday homeowner, nor the holiday home site, will accept responsibility for damage or loss, unless by their negligence.
- ii. The holiday home site speed limit must always be respected.
- iii. All drivers must hold a Valid Driving Licence, Insurance, MOT and Road Tax.
- iv. Electric/Hybrid vehicles must not be charged from the holiday home, as this is excessive use of electricity and you will be fined. There is an area near guest services where electric vehicles can be charged.

21) Damage to/Loss of Property (the Holiday Home and/or its contents)

- i. Please report any accidents, losses or damages caused by you or your party as soon as possible to enable us to respond to the circumstances. Smaller items may be replaced by yourselves if you wish, but the item(s) must be 'like for like' or part or all your deposit may be kept covering or contribute to replacement costs.
- ii. Where the damage exceeds the deposit then necessary action will be taken to seek full compensation, which may include additional charges
- iii. If you are not happy with the response from the owner then you must seek legal advice, as this will protect the rights of both you and the holiday homeowner.

22) Problems with your accommodation

- i. You must report any problems immediately, to the holiday homeowner/housekeeper, sending photos when possible.
- ii. You must give the holiday homeowner/housekeeper a fair and reasonable opportunity to rectify problems or offer suitable compensation.
- iii. If you are not happy with the response from the owner then you must seek legal advice, as this will protect the rights of both you and the holiday homeowner.

23) Early Departure

- i. If you leave the holiday home before the agreed departure date, you will not receive any compensation, unless the holiday homeowner has failed to provide the advertised holiday. Situations beyond the control of the owner will not be considered as fair reason for refund.

24) Public Liability Insurance

- i. Names and Ages of all persons staying in the holiday home are required to validate insurance
- ii. Only named persons may stay in the holiday home otherwise any insurance claims will be invalid
- iii. Changes to approved guests may be made at the discretion of the holiday homeowner
- iv. Non-approved guests will be denied access to the holiday home or if they have been given access all guests will be asked to vacate the holiday home immediately

25) Private Insurance

- i. The owner's Public Liability Insurance only gives very limited protection.
- ii. Your home insurance may cover you and your belongings whilst you are on holiday. It is unlikely to cover: Accidents, Medical Expenses or Losses due to delays or cancellation.
- iii. We strongly recommend that you take out Holiday Insurance to cover these exemptions.

26) Eviction from the Holiday Home

- i. You will be evicted from the holiday home, by the holiday homeowner or Tattershall Lakes site management, and your deposit will not be refunded in the event of, but not limited to:

Unreasonable behaviour by any of the guests

Additional, unregistered guests being found in the holiday home

Smoking in or damage to the holiday home or any of its contents

27) The Tattershall Site

- i. The holiday homeowner is not responsible for any of the services and facilities provided by the holiday home site.
- ii. The site is closed 5th Jan and re opens Feb half term. Out of season facilities are limited. Contact the site direct to confirm what is open. This is subject to change so please ask for more details
- iii. The site owners may vary services and facilities at short notice.
- iv. You should visit the website for full site details and their complaints procedures if you have any problems with anything they offer or fail to provide. This includes site wide power loss, closure of entertainment areas, etc
- v. You are also bound by the rules of Tattershall Lakes. These can be obtained from their website or from Reception upon arrival.
- vi. Breaching the Site Rules may result in eviction from the site and termination of your holiday

- vii. The holiday homeowner will not be liable to compensate you in the event of any dispute with the site, unless it has been caused by the action of the holiday homeowner.
- viii. Any passes purchased remain the property of the site owners, not the holiday homeowner.
- ix. Conditions of use of the passes may be changed at any time.
- x. Tattershall lakes is next to a working RAF base, aircraft noise is to be expected (weekdays).

28) Disputes and Harassment

- i. In the event of disputes then a third party may be consulted in order to resolve matters
- ii. Repeated/abusive telephone calls, text messages, written correspondence or other contact will not be tolerated
- iii. By agreeing to these terms, you will not threaten legal action if the deposit is not returned due to any breach of these rules. Any such action will be considered harassment
- iv. You will be liable for any additional costs incurred as a result of any breach of these rules

29) Entertainment Passes

- i. Entertainment passes are not included in the booking
- ii. It is the guest's responsibility to check what is open and closed on park. In the winter months the park facilities may be closed or only operate at weekends. Please contact the park direct to check.

30) Other

- i. Before booking a holiday with K&S you have to agree to these terms and conditions on our website in order to proceed with the booking
- ii. Making a booking with K&S means you agree to these terms and conditions
- iii. This agreement shall be governed by, construed and enforced in accordance with the Law of England and Wales to the jurisdiction of which the parties hereto submit.
- iv. If any provision of the agreement is found by any court to be wholly or partially illegal, invalid, void, voidable, unenforceable or unreasonable it shall be deemed severable and the remaining provisions of the agreement and the remainder of such provision shall continue in full force and effect.
- v. The parties to the agreement do not intend that any term of the agreement shall be enforceable by virtue of the contracts (rights of third parties) Act 1999 by any person that is not a party to it.
- vi. We will not be liable for any non-performance in whole or part of our obligations under the agreement as a result of a cause beyond our control, including but not limited to adverse weather, flood, fire, strikes, loss of utilities, acts of god, war, acts of terrorism and epidemics. We will use reasonable efforts to resume performance as soon as practicable under the circumstances.

If you have any queries or questions regarding these Terms and Conditions, please do not hesitate to contact us.