



WATATUNGA WILDLIFE RESERVE ACCOMMODATION

TERMS & CONDITIONS

“**Booking**” means a booking for a Property.

“**Booking Conditions**” means the terms and conditions of these booking conditions, including the general notes.

“**Booking Form**” means the booking form supplied with this brochure or on the Website.

“**Contract**” means the contract between You and the Owner for the Selected Property as may be amended from time to time in writing between You and Watatunga Wildlife Reserve or the Owner.

“**Data Protection Legislation**” means the Data Protection Act 2018, the General Data Protection Regulation (EU) 2016/679 (as applicable) and any other laws relating to the protection of personal data and the privacy of individuals.

“**Watatunga Wildlife Reserve**” means Watatunga Wildlife Reserve, a subsidiary of Watlington Farms Partnership Limited, 38 Green Lane, Totenhill, King’s Lynn, PE33 0RT.

“**Owner**” means the owner of the Selected Property and “we” and “our” relate to the Owner.

“**Property**” means any of Watatunga Wildlife Reserve’s properties advertised in brochures, special promotional leaflets or on the Website.

“**Rental Fee**” means the total fee for the Selected Property as set out in a brochure or on the Website or as otherwise agreed in writing including rental, heating, electricity, use of bed linen/towels and VAT if applicable but excluding any charges for additional services provided by Watatunga Wildlife Reserve.

“**Rental Period**” means the period of time for which You wish to rent the Selected Property as stated in the Booking Form or other written confirmation of the Booking from You.

“**Selected Property**” means the Property specified by You in a Booking.

“**Website**” means Watatunga Wildlife Reserve’s website at www.watatunga.co.uk

“**You**” means the person who makes a Booking.

1 BUSINESS

1.1 Watatunga Wildlife Reserve offers short term holiday rentals of the Properties (including the marketing, booking and liaising services) as Owners of the relevant Property.

2 CONTRACT

2.1 The Contract for renting the Selected Property is between You and Watatunga Wildlife Reserve and it incorporates and is subject to these Booking Conditions.

2.2 By making a Booking you are deemed to have made an offer to enter into a contract with the Owner for the letting of the Selected Property in accordance with the Booking Conditions.

2.3 The Booking will be deemed accepted and the Contract referable to the Booking will come into effect and be legally binding when Watatunga Wildlife Reserve issues a confirmation form to you pursuant to condition 3.5

3 BOOKING AND PAYMENT

3.1 You may make a Booking by booking online at www.watatunga.co.uk

3.2 If, when making your Booking, the start date of your proposed Rental Period is more than 8 weeks away, You must pay a non-refundable deposit to Watatunga Wildlife Reserve. This deposit is one third of the Rental Fee. The balance of the Rental Fee is payable 8 weeks before the start of the Rental Period.

3.3 The entire Rental Fee is payable at the same time as your Booking if the Booking is made 8 weeks or less before the start of the Rental Period.

3.4 Watatunga Wildlife Reserve reserves the right to cancel your Booking at any time and retain the deposit if the balance is not received by the due date.

3.5 Watatunga Wildlife Reserve will issue a Booking confirmation to you once you have successfully completed our online booking process and in all cases all money due at the time of Booking has been received in cleared funds. You should check the confirmation form carefully and notify Watatunga Wildlife Reserve immediately in case of any discrepancy or mistake.

3.6 Watatunga Wildlife Reserve may at any time before Watatunga Wildlife Reserve issues a confirmation form accept bookings from other customers for the Selected Property.

3.7 If the Selected Property is unavailable for your selected Rental Period and Watatunga Wildlife Reserve is unable to accept the Booking for this or any other reason, Watatunga Wildlife Reserve will return all money received from you in full.

3.8 All bookings are provisional until confirmed by Watatunga Wildlife Reserve.

4 METHODS OF PAYMENT

4.1 You may pay by cheque, credit card, debit card or BACS.

4.2 For Bookings made less than 3 weeks before the start date of the Rental Period, no cheques or credit card payments will be accepted, as payments must

be made in cleared funds, i.e. by debit card or BACS.

4.3 All cheque payments shall be made to Watatunga Wildlife Reserve at the address stated in these Booking Conditions and made payable to 'Watatunga Wildlife Reserve'.

5 CANCELLATION

5.1 If You cancel the accepted/ confirmed Booking for any reason, you must notify Watatunga Wildlife Reserve in writing at the address stated in these Booking Conditions and by email to info@watatunga.co.uk

5.2 A cancellation charge is payable depending on the number of days (or part thereof) before the Rental Period start date that the notice of cancellation is received by Watatunga Wildlife Reserve. The amount payable is set out below, where number of days refers to the number of days' notice given at cancellation prior to Rental Period start date, and the Cost refers to the percentage of the Rental Fee of the Selected Property:

No. of days prior to the start of the Rental Period booked/ The Cost you will incur to cancel your confirmed Booking

1-28 days - 100% of the Rental Fee

29-56 days - 50% of the Rental Fee

57 days or more - Full deposit under Condition 3.2

5.3 Please note that should a cancellation be made the Owner shall be entitled to retain sums received from you in accordance with further condition 5.5.

5.4 If the Selected Property which you have booked and which has been accepted becomes unavailable or unusable for any reason prior to the start of the Rental Period, Watatunga Wildlife Reserve will use reasonable endeavours to find a suitable alternative Property. If an alternative Property is unavailable, you will be reimbursed any sums received from you in respect of the Contract.

6 RENTAL PERIOD

6.1 The Rental Period commences, unless otherwise notified, at 4.00 pm on the day of arrival and terminates at 09.00 am on the day of departure.

6.2 At certain times of the year, late departures may be available at Watatunga Wildlife Reserve' discretion.

6.3 Watatunga Wildlife Reserve will notify you, once you have paid the Rental Fee in full, if a late departure is available.

6.4 If your stay extends beyond the period of hire in condition 6.1, or such other period as expressly agreed under conditions 6.2 and 6.3, you may be subject to a charge for the additional time based on the applicable daily rate for the Selected Property.

7 CHANGES OF RENTAL PERIOD

7.1 Watatunga Wildlife Reserve will endeavour, but is under no obligation, to consider a request from you to change the Rental Period after it has been confirmed and accepted. Such a request will only be accepted if:

- the Selected Property is available for the new Rental period requested;
- you pay an administration fee, £42.00 (including VAT) at time of publication but variable, and any sums due in respect of any higher prices for the Selected Property for the new dates.

8 USE OF SELECTED PROPERTY

8.1 You agree that the number of people staying in the Selected Property will not exceed the maximum number stipulated in the brochure or on the Website save that (unless stated otherwise in the brochure or on the Website) in addition infants under the age of 2 years at the start of the Rental Period may also stay if sleeping in a cot up to a maximum number of infants equal to the number of bedrooms at the Specified Property.

8.2 You agree that the Selected Property will be used for personal and domestic purposes only.

8.3 You agree that the Selected Property will not be used for any commercial purposes without the written consent of Watatunga Wildlife Reserve.

8.4 You agree that the Selected Property will not be used for any activity or in such a way that causes a nuisance or annoyance to neighbours of the Selected Property.

8.5 You and your guests will comply with any reasonable regulations relating to the Selected Property or the site within which the Selected Property is situated, which will be communicated to you upon/prior to your arrival at the Selected Property.

8.6 Smoking of tobacco in any form or E-cigarettes is not permitted within any property offered by Watatunga Wildlife Reserve.

9 CARE OF SELECTED PROPERTY

9.1 You agree to keep the Selected Property and its contents in the same condition and repair as found on your arrival at the Selected Property and shall procure that your guests shall also take such care of the Selected Property and its contents.

9.2 You will be required to pay a security deposit of £250.00 against damages at the time of booking. The security deposit will be refunded at the end of the Rental Period (less any reasonable costs for breakages, damage etc. if applicable).

9.3 You shall abide by all instructions with regard to the use of the Selected Property and its fixtures and fittings as notified to You by Watatunga Wildlife Reserve from time to time.

9.4 You must ensure that the Selected Property is left in a clean and tidy condition on your departure at the end of the Rental Period (including cleaning up after any animals which you have been permitted to bring to the Selected Property). Watatunga Wildlife Reserve may charge you for the reasonable costs of any additional cleaning if this is reasonably considered necessary.

10 PETS

10.1 Unfortunately dogs and other pets are not accommodated at Watatunga Wildlife reserve due to close proximity to the reserve and breeding programmes.

10.2 Registered guide and hearing dogs belonging to those with visual and hearing impairments are allowed in all Properties at no extra charge, even where the Property description states that dogs are not allowed.

10.3 You must ensure that: Dogs are properly controlled and supervised at all times; dogs are not to be left unattended at the Selected Property; and dogs are not allowed in any of the bedrooms or on any of the furniture. You are advised to bring a pet basket.

10.4 Guests with allergies should be aware that the Owner cannot guarantee that there have been no guide dogs at the Selected Property, nor (subject to condition 14.2) does the Owner accept any liability for any suffering which may occur as a result of such pets having been present.

11 RIGHT OF ENTRY

Watatunga Wildlife Reserve and the Owner shall have the right of entry to the Selected Property at all reasonable times, except in an emergency where immediate access may be required, for the purposes of inspection or to carry out any necessary repairs or maintenance.

12 RIGHT TO REFUSE BOOKINGS AND TO TERMINATE CONTRACT

12.1 Watatunga Wildlife Reserve reserve the right to refuse Bookings from:

a) groups of people under the age of 21; and/or b) hen or stag parties.

12.2 You must inform Watatunga Wildlife Reserve at the time of Booking if your party falls in condition 12.1(a) and/or 12.1(b).

12.3 Watatunga Wildlife Reserve and the Owner reserve the right to terminate a Contract without prejudice to any rights and remedies accrued by Watatunga Wildlife Reserve or You which shall remain following termination and ask You and your guests to leave the Selected Property immediately if it is deemed necessary by Watatunga Wildlife Reserve as a result of your behaviour or that of any of your guests or any other material breach of these Booking Conditions.

12.4 In the event that your Contract is terminated in accordance with condition 12.3, the Owner reserves the right not to refund to you any part of the Rental Fee in respect of the shortened Rental Period.

13 COMPLAINTS

13.1 Should there be any cause for complaint during your stay in the Selected Property, you should notify Watatunga Wildlife Reserve promptly and describe the nature of the complaint. Watatunga Wildlife Reserve will use its reasonable endeavours to resolve any complaints.

13.2 Within the property there will be the telephone number of the owner/housekeeper of the Property, who you can contact in the event that you

have a problem with the Property.

13.3 If the owner/housekeeper is unavailable, please contact Jono Usher Smith on 07527 938 077

13.4 If you wish to make a complaint after your Rental Period has ended please do so to Watatunga Wildlife Reserve in writing within a reasonable period but note that compensation cannot be offered where a complaint has not been raised during your stay.

14 LIABILITY

14.1 Watatunga Wildlife Reserve is liable to You or any of your party under or in connection with the Contract (save in respect of condition 16)

14.2 Nothing in these Booking Conditions shall limit or exclude the liability of Watatunga Wildlife Reserve for death or personal injury resulting from its negligence or for fraudulent misrepresentation or for any liability which cannot be excluded by law.

14.3 Subject to condition 14.2 all warranties, conditions and other terms implied by statute or common law are, to the extent permitted by law, excluded from the Contract.

14.4 Subject to condition 14.2 Watatunga Wildlife Reserve shall not be liable for any actual or alleged indirect or consequential loss howsoever arising suffered by You, or for any loss (either direct or indirect) of profits, anticipated profits, savings, business or opportunity or loss of publicity or loss of reputation or opportunity to enhance reputation or any other sort of economic loss.

14.5 Subject as stated in condition 14.2, the aggregate liability of Wildlife Reserve to You for breach of contract, misrepresentation, in tort or otherwise arising under or in connection with the Contract shall be limited to damages not exceeding three times the total amount of the Rental Fee received from You.

15 FORCE MAJEURE

15.1 Watatunga Wildlife Reserve shall not be liable for any delay or non-performance of their obligations under the Contract to the extent that the performance is interrupted or prevented by any act or omission beyond its reasonable control. Watatunga Wildlife Reserve or the Owner shall as soon as reasonably practicable upon it becoming aware of the same notify You.

16 DATA PROTECTION

16.1 For the purposes of this clause, capitalised terms not defined elsewhere in this Contract shall have the meaning set out in the Data Protection Legislation. Watatunga Wildlife Reserve is Data Controller of all Personal Data provided to Watatunga Wildlife Reserve by You.

16.2 The Owner and Watatunga Wildlife Reserve will comply with the Data Protection Legislation and any directions issued by the Information Commissioner in the processing of such Personal Data.

16.3 To the extent that Watatunga Wildlife Reserve is a Processor, You agree that Watatunga Wildlife Reserve may Process the relevant Personal Data and may need to pass your Personal Data on to third parties and organisations who need to know them so that the Booking can be provided.

16.4 When acting as a Processor, in relation to the Booking and the Contract, Watatunga Wildlife Reserve shall:

16.4.1 Process the Personal Data only to the extent necessary for the purpose of providing the services and in accordance with any written instructions from You and this Clause 16;

16.4.2 implement and maintain appropriate technical and organisational measures in accordance with the Data Protection Legislation to ensure a level of security appropriate to the risks that are presented by such Processing, in particular from accidental or unlawful destruction, loss, alteration, unauthorised disclosure of, or access to Personal Data, taking into account the state of the art, the costs of implementation, the nature, scope, context and purposes of Processing and the likelihood and severity of risk in relation to the rights and freedoms of the Data Subjects;

16.4.3 not transfer the Personal Data outside of the EEA unless adequate levels of protection are in place;

16.4.4 ensure that any employees or other persons authorised to Process the Personal Data are subject to appropriate obligations of confidentiality;

16.4.5 not engage any third party to carry out its Processing obligations other than by way of a written contract which confirms that such third party will, at all times during the engagement, be subject to Processing obligations which comply with the Data Protection Legislation;

16.4.6 as soon as reasonably possible and without undue delay notify You about any request (including subject access requests) or complaint received from Data Subjects without responding to that request (unless authorised to do so by You) and assist You by technical and organisational measures, insofar as possible, for the fulfilment of your obligations in respect of such requests and complaints at its then-current rates;

16.4.7 notify You without undue delay as soon as Watatunga Wildlife Reserve becomes aware of any relevant breach in data security;

16.4.8 maintain appropriate records and information in compliance with Data Protection Legislation and on request by You, make available such records and information necessary to demonstrate Watatunga Wildlife Reserve' compliance with this Clause 16 and otherwise permit, and contribute to, audits carried out by You (or Your authorised representative) at its then-current rates; and

16.4.9 on termination or expiry of this Contract, destroy or return (as You direct) all relevant Personal Data in its power, possession or control and delete all existing copies of such data except to the extent it is required to retain a copy of the Personal Data by law.

16.5 You acknowledge that Watatunga Wildlife Reserve may also Process and store your personal details for its own administration, market

analyses and operational reviews. 16.6 You consent to Watatunga Wildlife Reserve appointing the third party Processors needed to complete the relevant Bookings. 16.7 You acknowledge that Watatunga Wildlife Reserve will collect name, address, email and other contact details (as well as bank details, in some cases) in order to complete the Booking, and that Watatunga Wildlife Reserve' Processing of such Personal Data shall continue for the duration of this Contract.

16.8 Full information on how Watatunga Wildlife Reserve will use your personal data is available in our privacy policy on the Website.

17 MISCELLANEOUS

17.1 If any provision of the Contract (or part of any provision) is found by any court or other authority of competent jurisdiction to be invalid, illegal or unenforceable, that provision or part-provision shall, to the extent required, be deemed not to form part of the Contract, and the validity and enforceability of the other provisions of the Contract shall not be affected.

17.2 You shall not, without the prior written consent of Watatunga Wildlife Reserve assign or transfer, or deal in any other manner with all or any of your rights or obligations under this Contract.

17.3 A person (other than Watatunga Wildlife Reserve) who is not a party to this Contract shall not have any rights under or in connection with it.

17.4 The Contract shall be governed by and construed in accordance with English law and shall be subject to the exclusive jurisdiction of the English Courts.

GENERAL NOTES

Watatunga Wildlife Reserve updates the website every 12 months. Watatunga Wildlife Reserve aims to ensure that the particulars of the Properties as they appear in the brochure or on the Website are accurate. Nevertheless, on occasions there may have been a change of circumstances and the brochure or Website cannot always be up to date.

For example, the local shop or pub may have closed for business. Please ensure that you check all of the details on your Selected Property (including price) with Watatunga Wildlife Reserve at the time of Booking. Watatunga Wildlife Reserve will endeavour to notify You of any changes or inaccuracies in any information contained in the brochure or on the Website, or otherwise provided to You, as soon as reasonably practical after we become aware of any such change.

GUEST SAFETY The Owner and Watatunga Wildlife Reserve take the safety of guests very seriously. Therefore we ask that guests who stay in the Property

take a few moments to think about their safety at the Property. In particular You should:

1. Check the layout of the Property, so that in an emergency You and your party can get out quickly and easily.
2. Check the locations of the fire extinguishers and fire blanket and read the instructions for use.
3. Check the location of the first aid box.
4. Read and take note of specific safety information provided in the Property.

If you have any concerns about the safety of the Property, whether it be the garden, equipment or facilities, You should contact Watatunga Wildlife Reserve immediately.

ACCESSIBILITY: We will endeavour to help those in your party with special requirements by providing detailed information on areas of Watatunga Wildlife Reserve that are/ are not accessible. Please refer to our Website or contact our Booking Office requesting a call back : info@watatunga.co.uk at the time of Booking.

LOCATION Properties in rural locations can experience some animal noise and occasionally noise from grass cutting or other farm machinery or activities. Some Properties are situated on non-surfaced roads/tracks. Flora and fauna: In rural areas, insects and other creatures are fairly common and not necessarily an indication of poor housekeeping standards. Whilst preventative action is always taken by the Property Owners, these creatures can never be eradicated completely.

COMPLAINTS We aim to ensure you have an enjoyable and comfortable stay in our properties. Unfortunately, things sometimes can go wrong while on holiday but these situations are always best resolved at the time. In the event of a problem you should contact us using the phone numbers and/or email addresses provided on arrival and in your pre-arrival handbook immediately to allow remedial action to be taken. However, please note any complaints raised after your holiday will not result in any form of compensation. The property you have booked is a domestic home and we do not always have access to 24 hour a day maintenance services.

GUEST DAMAGE You should report accidental damage or breakage if and when it happens. Repairs or replacement items can then be arranged in advance of the arrival of the next guests.

DAMAGE DEPOSIT The security deposit will be refunded at the end of your holiday rental (less any costs for breakages, damage etc. if applicable).

OTHER ISSUES WiFi and mobile signal; Watatunga Wildlife Reserve cannot be held responsible for the non availability or poor quality of Wifi or mobile telephone signal at or around the Selected Property as these are matters beyond their control. Where a Selected Property is advertised as having Wifi, Watatunga Wildlife Reserve do not give any guarantee as to available or usable speed.

Building Work: Neither the Owner nor Watatunga Wildlife Reserve can be held responsible for any building or road workings which may be carried out close to your Selected Property. Where we are aware of any anticipated works, we will endeavour to advise You in advance.

Special Requests: Special requests may be made prior to travel and whilst we will endeavour to meet them, this cannot be guaranteed. Under no circumstances will requests accepted by us form part of our contractual obligations. Unless agreed in writing by Watatunga Wildlife Reserve, we do not accept liability for special requests that are not fulfilled.

Withdrawal of Facilities: We reserve the right to alter or withdraw amenities or facilities or any activities without prior notice where reasonably necessary due to repairs, maintenance, weather conditions and circumstances beyond our control.

Please note: Watatunga Wildlife Reserve reserves the right to update Booking Conditions from time to time. Any updates to the terms printed here will be reflected on our Website, and included in the contract that You receive.