

The Property Tamarack Shack & Tipi

You can arrive at the Property after the time specified by us on the Arrival Date for your holiday and you must leave by the time specified by us on the departure date we give you. We will let you know these times in writing in advance of your stay. If your arrival will be delayed, you must contact the person whose details are given on the booking confirmation email so that alternative arrangements can be made. If you fail to do so you may not be able to gain access to the Property. If you fail to arrive by midday on the day after the Arrival Date and you do not advise the contact of your anticipated late arrival we may treat the Booking as having been cancelled by you and we shall be under no obligation to refund you via Holiday Lettings for fees already paid to us. Please see the Cancellation Policy for further details.

Your obligations

You agree to comply with the regulations set out in any property manual at the Property and any other regulations reasonably specified by us from time to time and ensure that they are observed by all members of your party. You agree to keep and leave the Property and the furnishings, including items such as kitchen equipment, crockery and glasses clean and in good condition. You agree not to cause any damage to the walls, doors, windows or any other part of the Property nor to do anything that may be reasonably considered to cause a nuisance or annoyance to us or to any other occupier of adjoining or neighboring properties. You agree to take all necessary steps to safeguard your personal property while at the Property. You agree to ensure that each member of your party is covered by comprehensive travel insurance (including cancellation, flight delays, loss and damage to baggage and other property) and health insurance (including evacuation and repatriation coverage). You cannot allow more people to stay in the Property than expressly authorized, nor can you significantly change the makeup of the party during your stay in the Property, nor can you take your pet into the Property unless permitted by us in writing in advance. If you do so, we can refuse to hand over the Property to you, or can require you to leave it. We will treat any of these circumstances as a cancellation of the Booking by you and we shall be under no obligation to refund you for any fees already paid to us in those circumstances. Any refund will be at our sole discretion. You agree to allow us or any representative of ours access to the Property at any reasonable time during your stay for the purpose of essential repairs, in an emergency or to ensure you are complying with this Booking Contract.

Complaints

Every effort has been made to ensure that you have an enjoyable and memorable holiday. If however, you have any cause for complaint it is important that remedial action is taken as soon as possible. It is essential that you contact us if any problem arises so that it can be speedily resolved. It is often extremely difficult (and sometimes impossible) to resolve problems properly unless we are promptly notified. Discussion of any criticisms with us whilst you are in residence at the Property will usually enable any shortcomings to be rectified straightaway. In particular, complaints of a transient nature (for example, regarding preparation or heating of the Property) cannot possibly be investigated unless registered whilst you are in residence at the Property. If any complaint cannot be resolved during your

holiday, you must write to us or email us with full details within 28 days of the end of your Booking. For the avoidance of doubt, you shall always contact us and not Holiday Lettings if you have any complaint in relation to your Booking or the Property.

Limit of Liability

Our maximum liability for losses you suffer as a result of us acting in breach of this Booking Contract is strictly limited to the amounts received by us in relation to your Booking. We shall not be liable for any losses which are not a foreseeable consequence of us breaching this Booking Contract. Losses are foreseeable where they could be contemplated by you and us at the time your Booking is confirmed by us. Your Booking is made as a consumer for the purpose of a holiday and you acknowledge that we will not be liable for any business losses howsoever suffered or incurred by you. For the avoidance of doubt, Holiday Lettings shall not be liable to you or responsible for:

- any issue between you and us regarding the Booking;
- any failure in relation to any payments due to the failure of a payment solution provided by a third party; and
- the rejection of any payment of yours by a third party payment solution provider. This does not exclude or limit in any way our liability for death or personal injury caused by our negligence or for fraudulent misrepresentation; or for any matter for which it would be illegal for us to exclude or limit, or attempt to exclude or limit, our liability.

Liability Waiver: You understand that staying on our property is at your own risk and that special risks may be involved with walking, hiking and staying in our units. You accept full responsibility for any bodily injury that may arise from walking, hiking and staying in our units. You understand there are potential dangers on being on this property for guests that have health issues, mobility issues or are intoxicated or using any kind of drugs or medication. You agree to be fully and solely responsible for any accidents you may incur to either yourself or other guests on the property. You understand the risks discussed above and agree that you will assume all responsibility for yourself and for the consequences of those in your party. You agree to waive any claim whatsoever against owners (Daniel & Janice Dumont, Tamarack Shack & Tipi) for accidents or claims arising from hiking, staying or any other activity conducted on this property. All Guests in my party acknowledge and agree that they have read and understand this waiver and they acknowledge that confirming below constitutes a binding and enforceable contract between Guests and Host.

Miscellaneous

You may not transfer your Booking or any rights and responsibilities under this Booking Contract to any other person, without our prior written consent. If at any time any part of this Booking Contract is held to be unenforceable for any reason under any applicable law, that part shall be deemed omitted and the enforceability of the remaining parts shall not in any way be affected by that omission. This Booking Contract, together with the Cancellation Policy and our confirmation email contain the entire agreement

between us and you relating to the Booking and shall supersede any previous agreements, arrangements or discussions between you and us, whether oral or in writing. No representation, undertaking or promise shall be taken to have been given or be implied from anything said or written in negotiations between you and us prior to receiving the confirmation email except as expressly stated in this Booking Contract. Neither you nor us shall have any remedy in respect of any untrue statement made by the other upon which that party relied in entering into this Booking Contract (unless such untrue statement was made fraudulently) and that party's only remedy shall be for breach of contract as provided in this Booking Contract. We will not be in breach of this Booking Contract, or otherwise liable for any failure or delay in performance, arising from any circumstances beyond our reasonable control including, without limitation, flood, fire, explosion or accident.

We acknowledge that we are in Treaty 1 territory and that the land on which we gather is the traditional territory of the Anishinabewaki, Métis and Očeti Šakówiŋ people.