

THE LAKES

RENTAL GUEST REGULATIONS

RENTAL REGULATIONS

Covid-19 Declaration

As a Covid Secure premises, in order to protect our residents, guests and team members we require that all guest party leaders read, sign and return this form to concierge@thelakesbyyoo.com prior to arrival.

Please refer to the latest UK government guidelines on Covid-19 for detailed information and guidance: <https://www.gov.uk/coronavirus>.

I, _____

acknowledge and agree to the following;

1. None of the guests entering The Lakes Estate are displaying any of the symptoms listed below:

- A. A high temperature.
- B. A new, continuous cough.
- C. A loss of, or change to, your sense of smell or taste.

2. Total number of guests staying and gathering in any one accommodation unit is 6 persons or less, unless you are a group exempt from current restrictions. If exempt, I have discussed this at the time of reservation with the The Lakes team.

3. In the lead up to my stay, I will continue to monitor and follow the UK government guidelines on Covid-19 and comply with any guidance while at The Lakes Estate.

4. While at The Lakes, I will ensure that my party;

- A. Wash their hands regularly with soap.
- B. Follow signage and wear face coverings when necessary.
- C. Observe social distancing
- D. Not gather in groups.

Sign Here—

Name —

Date —

RENTAL REGULATIONS

Definitions

Coln Park

Coln Park LLP and/or Coln Park Estate Management Limited

Common Facilities

Those areas on the Estate which Coln Park designate from time to time for use by owners and occupiers

Estate

The Estate as defined in the transfers of each Resident's Property

Property

Each Resident's unit on the Estate

Resident

Means any owner of a Property

The Lakes

The Estate together with all facilities provided for the benefit of the Estate from time to time whether or not those facilities are situated upon the Estate

Visitors

Means any person invited onto the Lakes or the Property by a Resident and includes (without limitation): family, dependants, tenants, workmen, service personnel, delivery agents, guests and employees

1. Health & Safety

1.1 All Residents and Visitors must act in a responsible and sensible manner at all times whilst at the Lakes and have due regard to the health and safety of those around them taking particular notice of the need for diligence with regard to water safety at the Lakes.

1.2 The current edition of the health and safety programme has been provided to all Residents and copies are also available from the site office. Residents are required to familiarise themselves with the terms of it and comply with it and further, to ensure that all their Visitors do the same.

1.3 There are leisure facilities at the Lakes available for use from time to time. Use is at the user's own risk. Life vests are positioned in certain areas for use by Residents and Visitors but those using them do so at their own risk and Coln Park make no warranty or representation as to their fitness for purpose or condition. Persons using them must return them to the area from which they were taken on the day of use. Any concerns as to the condition of equipment should be raised with Coln Park who will consider its withdrawal or replacement as appropriate.

1.4 The vehicular speed limit on the Estate is 5MPH. All drivers must keep off the verges and grass areas and no vehicles may be driven on the Estate roads in a dangerous manner or in a dangerous or unroadworthy condition;

1.5 All drivers of motorised vehicles at the Lakes must have suitable insurance.

1.6 Drivers of all motorised vehicles at the Lakes must have a full driving licence to demonstrate that they are competent to do so.

1.7 Cycling at the Estate in place of using vehicles is encouraged. Those cycling are required to do so in a responsible manner and to do so at their own risk without any representation that the surfaces upon which they are cycling are suitable for that purpose.

1.8 All are required to obey the hazard signs on the estate. They exist for everyone's safety.

1.9 No Resident or Visitor may enter construction areas.

1.10 No firearms or air guns may be used at the Lakes save when taking part in a licensed clay pigeon shooting event on the lower part of the land south of Bowmoor Lake.

1.11 It is the responsibility of each Resident and their Visitors to exercise appropriate caution when dealing with slippery surfaces at the Estate or during winter when dealing with ice or snow. If the surfaces of any roads are unsuitable at any time for driving the cars are to be left in the main parking areas at the entrance to the Estate until they can be driven safely to a Property. Coln Park does not accept any liability for keeping footpaths or roadways clear of snow and/or ice but may take steps to improve the condition thereof (without being deemed to hold out the safety of any surface to any Resident or Visitor) in the event of adverse weather.

1.12 No drones may be flown at the Estate or the Common Facilities at any time from 1st October until 31st March each year for ecological reasons. Outside these times drones may be used with all due care and responsibility in the following areas only: a Resident's own Property; the meadow/farm land or along the river Coln. Coln Park remain entitled to use drones on rare occasions only for the purposes of preparing marketing materials.

2. Security & Access

2.1 Residents and Visitors must comply with the directions of Coln Park's security personnel and the procedures for access to the Lakes in place from time to time.

2.2 The Lakes are for the benefit of the Residents and their permitted guests. Coln Park retains the right to refuse admission to or remove from the Lakes any person who does not have legal right to be there or acts contrary to these Estate Regulations.

RENTAL REGULATIONS

2.3 Residents and Visitors must operate the entrance gateway in accordance with Coln Park's instructions.

2.4 Residents must register all Visitors with the Coln Park security office and give reasonable advance notice of their visit such notice to also advise of the length of stay.

2.5 In the event of a Resident engaging a contractor to carry out any work to their Property, the permitted contractors working hours are restricted to between 8AM and 5.30PM Monday to Friday (save in the event of emergency).

2.6 All Residents and Visitors must ensure that when entering the Lakes and the Property they do so quietly so as not to cause any disturbance or annoyance to adjoining occupiers. Particular care must be taken between the hours of 10:00PM and 8:00AM.

2.7 Sailing boats or other permitted property which is left in any designated area is left at the risk of the owner and Coln Park do not accept any responsibility for such items.

3. Pets

3.1 There is a pet hut adjacent to the tennis courts. Children are only allowed access with parental supervision. Use and access is subject to the rules which are posted at the pet hut and must be read first. Only Coln staff may feed the pets.

3.2 The eggs produced from the chicken coup are free and can be collected either from the main entrance or direct from the coup. Only Coln staff may feed the chickens and no children may enter the coup without parental supervision. Care should be taken when handling the chickens.

3.3 Residents may apply to Coln Park to issue a revocable domestic pet licence. They may also apply in respect of domestic pets owned by their Visitors. The decision to issue a licence rests in the absolute discretion of Coln Park. It is not expected that such licences will be issued in respect of domestic pets other than dogs although the discretion rests with Coln Park.

3.4 There must be no fouling by animals to any part of the Lakes at any time and animal waste must be disposed of correctly.

3.5 All animals must bear the contact details of their owners at all times.

3.6 Every dog must be kept on its lead except where it is reasonable to be off its lead and except in designated off-lead areas where the dog is well behaved. Dogs in the vicinity of the River Coln must be kept on their leads.

4. Fishing

4.1 Coln Park will issue up to date information in relation to fishing from time to time and whether reservations are required. This will detail what fishing may be carried out where and when and whether a payment is required together with applicable regulations. All Residents and Visitors must check with Coln Park before fishing in any lake or the River Coln unless the latest information on site confirms that fishing for that river, lake or part of lake is 'open'. Subject as above, the north river bank of the River Coln can be fished between 1st April and 30th September with fly fishing tackle only.

4.2 All fishing will be subject to temporary or seasonal closure as may be required by any appropriate regulatory authority or Coln Park.

4.3 All fishing and equipment used must be carried out and operated in accordance with principles of ecological husbandry and codes of conduct adopted by Coln Park from time to time including (without limitation) those set out on the Environment Agency's website.

4.4 No fishing may be carried out in any areas designated for swimming or other recreational use.

5. Common Facilities & Other Facilities Available To Residents At The Lakes

5.1 The following watercraft may be used only in those areas which may be designated from time to time: boardsailing, dinghy class sailing, rowing boats not exceeding the maximum length prescribed by Coln Park from time to time. No boat powered by an engine may be used. No watercraft may be used on any lake at those times dictated by statutory obligations.

5.2 Coln Park have full discretion to manage opening hours and impose access restrictions for types of users at different times of day in relation to all Common Facilities and other facilities available at the Lakes.

5.3 All use of Common Facilities and other facilities may be subject to temporary or seasonal closure as may be required by any appropriate regulatory authority or Coln Park.

5.4 Only battery powered remote controlled boats may be used on those lakes or parts of lakes as may be designated by Coln Park.

5.5 Bicycles may not be used on footpaths except where specified otherwise. Bicycles must not be used in a way which damages plants vegetation or animal habitats at the Lakes.

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5.6 A detailed environmental and ecological master plan exists in relation to the Lakes and all Residents and Coln Park are required to comply with it as a matter of law. A full copy can be inspected on prior appointment with Coln Park. Information bulletins will also be circulated.

5.7 Ball games must only take place in areas where it is safe to do so and away from moving vehicles. All games must be played in a considerate way to other uses of the relevant facilities and with respect to other Residents and their use of their respective Properties.

5.8 Whilst the tennis courts are free to use there is a booking system. Rackets and balls can be borrowed from the main entrance and must be returned after use.

5.9 Camping in areas which may be designated for such purpose will be permitted with Coln Park's permission and Coln Park retains absolute discretion in this regard.

5.10 Barbecues are not permitted other than upon Residents' own Properties except in areas which may be designated for this purpose and except with the permission of Coln Park. No barbecues may be used at any time which damage the surface of any open area including (without limitation) grassed, landscaped and planted areas.

5.11 The zip-wire must not be used by any person without the supervision of trained Coln Park staff.

5.12 There are trampolines in a number of positions around the Lakes. These are for use by all but children must be supervised at all times.

5.13 The Tipi in the meadow is available for use. Overnight stays are also permitted subject to prior reservation via Coln Park staff and children may only stay overnight with parental supervision.

5.14 The Birdhide is open from dawn until dusk all year. The log fires may be lit even if the building is not supervised.

5.15 The vegetable garden is adjacent to the Birdhide and is available for use by Residents only. Residents may also plant and harvest their own crop. The herb garden is adjacent to the tennis courts and can be used by Residents only.

6. Orchard Spa

6.1 The appended schedule contains and refers to all the regulations relating to the use of the Orchard Spa adjacent to the Estate which is not a Common Facility but access and use has been provided by separate arrangement with its owner subject to compliance with the terms set out herein.

6.2 Regulation of this facility will also be affected by (but not limited to) health and safety policies and guidance. All users are required to comply with any notices relating thereto which may be displayed at the Orchard Spa.

7. Water & Waste

7.1 External taps are to be turned off and isolated during winter months when not in use to avoid unnecessary flooding at the Estate.

7.2 The occupier is reminded that the foul sewer system is a bio-facility and that no dirt, rubbish, rags, sanitary material, plastics, latex (or similar), refuse or the like may be disposed into the wash hand basins, showers, lavatories, cisterns, waste or soil pipes of the Property. Accordingly no swimming or plunge pool water may be permitted to flow into the foul sewer system. Each Property contains specific instructions in relation to the foul sewer system and compliance is mandatory.

7.3 Household refuse may only be placed within the bin stores provided for your Property (other than general purpose litter bins) and must not be left on any open area. Recycling facilities, where available, must be used in accordance with instructions issued by Coln Park. All refuse disposal must also comply with directions of the local authority and their refuse collection agents.

8. Considerate Neighbours & Vehicles

8.1 No music or noise may be permitted which is audible outside the Property.

8.2 In exercising applicable discretion with regard to consenting to lettings being granted (and without limitation), no consent will be given where the purpose of the letting is to accommodate a 'stag' or 'hen' event.

8.3 No caravan, or mobile home may be stored on the Property or Estate and no vehicles may be dismantled or (except breakdowns) repaired upon the Estate;

8.4 Vehicles may only be parked (or otherwise left at standstill) in parking bays or in the overflow parking area and those vehicles must be taxed and roadworthy single private motor vehicles. Overflow parking is available at the entrance to the Estate on a first come first served basis.

8.5 Obstruction of the Estate roads or Common Facilities or the causing of any inconvenience to any other user of them is not permitted.

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9. Satellite & Aerials

No satellite dish or other aerial may be erected on the outside of the Property without prior written consent from Coln Park provided that if a satellite dish is roof-mounted and obscured from view then it may be erected.

10. Revocation

Any consent or approval given by Coln Park or its managing agents (if any) under these restrictions and stipulations shall be revocable at any time.

11. Assistance

Whilst Coln Park are under no obligation to do so (unless set out in a separate service agreement which shall take precedence), Coln Park do try to assist Residents and Visitors where practicable with regard to a variety of requests such as (without limitation) accepting deliveries to a Property, lighting a fire or turning on heating. Coln Park do so as agent for and on behalf of the person requesting them to do so and without accepting any liability.

12. Estate Regulations

These regulations are subject to change at the discretion of Coln Park. Written comments upon the regulations, or items that Residents consider should be included within the regulations, are welcome and should be left at the Coln Park office.

SCHEDULE

1. General

- A. All residents will be required to undertake a 15 minute induction of the new facility.
- B. Access to the Spa is restricted and access fobs will be required each time a person uses the gym and spa areas. It is essential that anyone under the age of 16 is not give an adult key fob.
- C. Children under the age of 16 are not allowed into the pool area or gym without parent supervision for health and safety reasons.
- D. During the designated opening hours the electronic access fobs will provide access to the two secure areas of the building, namely the pool area and gym. There is a swipe box located at the entrances to these locations,

to enter these areas the fob must be swiped across the sensor and the electronic door will open. For safety reasons the electronic system must register the entrance of the fob holder so swiping when entering is compulsory.

- E. No pets are allowed into the Spa.

2. Opening Times

The Spa is available for use every day of the week 52 weeks a year. The Spa opens at 2PM with the pool, gym and spa closing at 5PM. During the day there are certain times dedicated to different types of user. These will be notified from time to time and can be checked with staff at any time. This applies to the pool, club room facilities and the outdoor facilities. Please note that these times of opening may fluctuate depending on usage and the time of year and according to appropriate management of the facilities available.

3. Other Facilities

- A. Children must be supervised at all times in the club room and particular care must be taken supervising them when the fire is on because the glass screen to the fire will be hot to touch when the fire is being operated.
- B. The 50 inch television is for use by all. Please be respectful with the volume.
- C. Both ladies and gentlemen's changing rooms are equipped with electronic lockers. The entrance fob also operates these lockers. Once belongings are inside the locker simply close the locker and push the button in using the key fob. This will sync the locker lock to the individual's key fob. To open just push the fob onto the locker again and the lock will open.
- D. Replacement fobs are available upon request and will be chargeable.
- E. All users will be required to bring their own towels.
- F. There is car parking situated to the end of the outside playground area for owners and guests to park.

4. Safety

In case of an emergency there is an emergency phone in the club room situated on the right as you walk in. Both security and the emergency services can be reached with this phone. There are alarm panels in the tea and coffee area as you walk in. If any alarms are activated the relevant area where assistance is required is indicated by these panels.

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5. Main Pool & Lake Swimming

- A. Everybody must shower before entering the pool area using the showers at the Spa.
- B. The pool is 20m by 8m in size with an even depth of 1.2m. The swimming pool is NOT supervised by a life guard at any time so for health and safety reasons children under the age of 16 must not be allowed into the pool unattended.
- C. All infants who use the facilities must have the correct swimwear on.
- D. Please note the following additional pool rules:
- Always visibly wear your access fob;
 - No Diving – this is due to the pool being a depth of 1.2m
 - No Running in the pool area
 - No eating or drinking in the pool area
 - Please do not enter the pool area just after eating or when under the influence of alcohol
 - Personal camera equipment is not permitted in the pool area
 - No Smoking
 - No Shouting
 - Infants must wear waterproof nappies
 - Appropriate swim wear must be worn by all pool users
 - No body oils or creams (suntan, baby oil, etc.) are permitted in the wet areas
 - Do not under any circumstances open any of the outside doors to the pool area
 - For any emergencies in the pool area there is a panic button located at the sauna and steam area. This is linked straight back to the Lakes Security system. Once pressed assistance will come as soon as possible
 - There are NO LIFEGUARDS patrolling the lakes at any time
 - Open Water Swimming is not recommended and is undertaken at your own risk
 - We recommend that weaker and non-swimmers do not participate in any open water activities
 - You must stay at least 30 metres away from any property on The Lakes
 - DO NOT consume any alcohol prior to, or during your time on the water.
 - Always inform someone that you are entering the water and when they can expect you to return.

If you are thinking of swimming, please note the following safety advice:

- The water is extremely cold and rarely gets above Freezing except in Summer when temperatures may reach 12 degrees. The water may be cold enough to present a risk of “Cold Water Shock” and subsequent drowning to all swimmers.
- The Water is Deep in some places and there are sudden drops, there may also be under water debris and weeds. There may be obstructions below the surface that can entangle swimmers. There are strong under currents.
- Be aware of ground conditions when entering or exiting any body of water, the ground may be slippery and uneven so there is a risk of falls.
- Be aware of weather conditions, The strength of the wind will affect water users differently dependant on experience. Know your limits remember it is ALWAYS further to the shore than it appears. Once you have left the water, we would recommend that you shower as soon as possible.

If you are thinking of boating, please note the following safety advice:

- Buoyancy aids must be worn at all times
- Wear lightweight clothing or a wet suit when using watercraft
- Be aware of other watercraft and water users
- Your watercraft will always float, if you fall into the water please stay with your craft for added buoyancy

6. Steam & Sauna

- A. The steam and sauna are available for use from 2PM – 5PM. These are both set using an automatic thermostat at an ambient temperature.
- B. There are infrared sensors situated in the pool area. These will pick up when you enter and boost the sauna and steam up to the required temperature.
- C. Please note this process will take about 15 minutes so these rooms will not immediately be at the required temperature.
- D. There is a panic button located between the steam and sauna. If you require assistance please push the button.
- E. Please note the following additional steam and sauna rules:
- As a general guide please do not use the steam or sauna for longer than 20 minutes every one hour. This is for your own health and taken from recognised guidelines for steam and sauna use.

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- Please do not use the water from the pool in the sauna
- Please do not touch the sauna stove
- Please do not use anything other than the ladle provided to pour water onto the stove
- Please do not use the sauna or steam room directly after eating or under the influence of alcohol
- Please shower before and after using the steam room and sauna
- Please consult your GP if you are unsure as to whether you should use the facilities

7. Gym

- A.** All equipment must be wiped down using the towels provided after each use.
- B.** If you have any questions about the equipment or find anything that is damaged the user must let a member of staff know.
- C.** Please note the following additional gym rules:
- No food allowed in the gym at any time
 - You may not enter the gym unless you have been inducted by a member of staff
 - Do not drop the free weights
 - Cover mats and benches with the towels provided when working out
 - Wear correct gym clothing and non marking trainers
 - Return all equipment to its correct place after use
 - Please refrain from indulging in any noisy activities that may distract other gym users
 - Please do not use the gym when under the influence of alcohol
 - Please do seek medical advice before using this equipment if you have any medical conditions

8. The Outside Area

- A.** There is a family BBQ area which is situated at the north east of the Spa. This area consists of four BBQ's, two of which are gas and two are coal. These are only for use having made prior arrangements with the staff.
- B.** The basketball court is available for use during opening hours. The balls can be found on the right hand side of the club room as you enter through the main door next to the desk. Equipment must be returned after use.

C. Next to the BBQ area on the North East of the Spa is the children's play area. Children must be supervised when they are using the equipment in the play area.

D. Please note the following additional rules for this area:

- The play area is for children under the age of 16
- Do not take Food or Drink into the play area
- Do not take balls or other items in the play area
- Do not take flammable items into the play area
- Try to avoid clothes with loose cords
- Do not climb the trees
- Do not take sharp objects into the play area
- Avoid playing if you're feeling unwell

E. The following additional rules apply to use of the Tunnel Slide.

Sign Document

Security deposit will be taken pre-arrival; late check-out is subject to daily rental charge if after 10AM and card will be charged accordingly.

Sign Here—

Name —

Date —

BICYCLE HIRE

Name

Lakes Holiday Address/Number

Dates Of Hire — Start

Dates Of Hire — End

Mobile

Please indicate on the form below how many of each type of bike you require:

Mens Bikes

Mens Bikes with Child Seat

Ladies Bikes

Large Childs Bikes

Small Childs Bikes

Trailer

Helmets

Locks

Total Bikes

Thank you for using our bicycle hire service. Please adhere to the following rules when using our equipment:

- Wear a helmet – we can provide helmets free of charge if you don't have your own. Please specify the number of helmets required on the form below.
- Wear light coloured or reflective clothing, especially in dark conditions or on public roads.
- Be aware of ground conditions – our estate comprises varied terrain, so be aware of changes in road or track surface.
- Be aware of vehicles travelling around the estate, indicate clearly when changing direction.
- When using public roads always obey the Highway Code and show courtesy to other road users. There are lots of single-track roads in the area around the estate.

Please always be aware of blind turns, and that agricultural vehicles are common in the area.

You are responsible for the bikes and accessories that are left in your care. All bikes will be serviced, cleaned, and inspected prior to delivery and upon return.

Any damage caused by misuse will be chargeable.

If you intend to use the bikes away from the estate please request locks, which we can provide free of charge. In the event of loss or serious damage to a bike please report IMMEDIATELY to concierge.

In the event of a serious accident off-site, please contact emergency services.

Please be aware that until we have confirmed availability we cannot guarantee provision of bikes. Bike hire begins from 10AM on the day of hire, unless otherwise arranged beforehand

Bikes should be available for collection from 4PM on the last day of the hire period. If you require an early drop off or late collection of bikes please contact concierge; this may incur a further charge.

If you experience any issues, such as punctures, broken chains or cables, please contact concierge on:

I agree that I accept responsibility for the safe custody and condition of the bicycles hired in my name, and accept responsibility for any loss or damage, howsoever caused.

Sign Here—

WATERCRAFT HIRE

Name

Lakes Holiday Address/Number

Dates Of Hire — Start

Dates Of Hire — End

Mobile

Please indicate on the form below how many of each type of craft you require:

Kayak – 90 mins

Kayak – half day, delivered

Kayak – full day, delivered

Canoe – 90 mins

Canoe – half day, delivered

Canoe – full day, delivered

SUP – 90 mins

SUP – half day, delivered

SUP – full day, delivered

Total Crafts

Thank you for using our water craft hire service. Please adhere to the following rules when using our equipment:

- Wear a Buoyancy aid – we will provide buoyancy aids free of charge and you must wear it or one of your own. Failure to do so will put you at unnecessary risk to injury or loss of life and you will be asked to leave any open water area if you are seen to not be taking this safety precaution seriously.
- Wear light weight clothing or wet suit. Please be reminded that water is wet! You may find yourself separated from your watercraft and so need to be clothed practically. Swimming is very difficult with heavy clothing on and it will only get heavier given exposure to water!
- Be aware of ground conditions when entering or exiting any body of water. Our estate comprises of varied terrain, be aware of changes in surface condition and vegetation when transitioning to and from any water craft.
- Be aware of other water craft and water users. Do your best to indicate to other water users you 'planned direction', be courteous and remember we are all here to have some fun.
- Be aware of weather conditions. You will be signalled to if the weather becomes unsafe, but the strength of the wind will affect water users differently dependant on experience... be sensible and know your limits.
- DO NOT consume any alcohol prior to or during your time on the water. Some of us like a drink whilst on holiday but please remember it greatly reduces your ability to act rationally in a crisis... you will be denied access to or removed from the water if we deem it unsafe for you to participate.
- Know your limits. As a species we are relatively buoyant! But remember it is ALWAYS further to the shore than it appears. We recommend that weaker swimmers do not participate in any water activity, whether on a boat/canoe/kayak/SUP or not.
- Lastly have fun and always inform someone that you are entering the water and when they can expect you to return.

You are responsible for the craft and accessories that are left in your care. All craft are serviced and inspected prior to delivery and upon return. Any damage caused by misuse will be chargeable. In the event of loss or serious damage to any equipment, for example paddles or buoyancy aids, must be report IMMEDIATELY to concierge. Please be aware that until we have confirmed availability we cannot guarantee provision of water craft.

I agree that I accept responsibility for the safe custody and condition of the bicycles hired in my name, and accept responsibility for any loss or damage, howsoever caused.

Sign Here—

THE LAKES

THE LAKES

BOOKING TERMS AND CONDITIONS

BOOKING T&CS

All bookings are governed by the below terms and conditions. By making your reservation, you agree to these terms in their entirety.

1. General & Definitions

- 1.1** "the Company" Resort Estate Management Limited (company number 6273431).
- 1.2** "the Estate" The development known as Lakes by Yoo, Coln Park, Lechlade Gloucester
- 1.3** "the Estate Regulations" the regulations made and updated from time to time by the Estate management company the current version of which is appended hereto.
- 1.4** "the fee" the total rental price for the hire of the Property and Services provided by the Company as stated in the Reservation
- 1.5** "the Services" the included reservation services, on-site check-in, check-out procedures, support during the stay, post-stay linen changes and housekeeping.
- 1.6** "the House Rules" the rules annexed hereto which are specific to the Property and are prescribed by the Owner but which may be updated from time to time.
- 1.7** "the Owner" the owner of the Property and such term shall include its agent(s)
- 1.8** "the Property" the holiday accommodation which You are contracting to hire for the Rental Period stated on the Reservation or which may be substituted pursuant to these terms and conditions;
- 1.9** "the Rental Period" the period so stated in the Reservation;
- 1.10** "the Reservation" the reservation form signed by You and sent to the Company;
- 1.11** "the Security Deposit" the security deposit as referred to in the Reservation;
- 1.12** "VAT" Value Added Tax at the current rate (20% at the time of print)
- 1.13** "the Deposit" the full or partial pre- payment of the value of the reservation.
- 1.14** "You" and "Your" The first-named person in the Reservation issued by the Company;
- 1.15** The Company arranges bookings of holiday accommodation on behalf of the Owner and other owners on the Estate as agents. You agree to enter into a contract

with the Owner on the following terms and conditions and a binding contract shall only be in place between You and the Owner when the Company receives the Deposit (or full payment if applicable). Any disputes that arise in relation to the rental is a matter between You and the Owner.

1.16 Save in performing the Services pursuant to paragraph 1.5 the Company acts solely as agent for the Owner and shall incur no personal liability whatsoever to You.

1.17 You are responsible for the payment of the Fee and for ensuring that all members of your party comply with all these conditions. You must be aged 18 or over at the time of booking.

2. Payment

2.1 Upon payment of the Deposit and entering into the binding rental contract pursuant to paragraph 1.15, the balance of the Fee must be paid not later than six weeks before the commencement of the Rental Period. Failure to pay the balance of the Fee at this time will constitute a cancellation by You, in which case condition 4 will apply. It is, however, the Company's normal practice to attempt to remind You before processing such cancellations, and for this service the Company reserves the right to make an additional charge of £10.00 for each reminder sent.

2.2 If You book the holiday less than six weeks from the start of the Rental Period, the full Fee shall be payable to the Company in order to complete a Reservation. Reservations made within 14 days of the commencement of the Rental Period must be paid for by credit card at the time of booking, or by bank transfer in the same day.

2.3 All payments shall be made to the Company at the address stated

2.4 The Fee is inclusive of all booking fees, commission, cleaning fees, charges and any applicable VAT.

2.5 The prices quoted are cash prices. Where You pay for any part of the cost of the holiday by credit card, the Company reserves the right to levy a charge in respect of each payment so made.

2.6 The Owner has authorised the Company to refuse any Reservation and to cancel any Reservation which has been made on the Owner's behalf. The Company will communicate this decision to You in writing. Any monies which have been paid to the Company will be repaid without delay and in full to You.

3. Alterations or Cancellations by the Company before the Rental Period

3.1 In the unlikely event that, where You are not in breach of your obligations hereunder, it shall be necessary for the Company to make an alteration to the Property from that specified in the Reservation or cancel the Property from that specified in the Reservation the Company shall inform You of such alteration or cancellation and:

3.1.1 In the event that You give us notice in writing within 14 days that an alteration notified to You by the Company is considered to be unacceptable to You; or

3.1.2 In the event of cancellation; the Company shall if possible arrange an alternative Property of a similar type and standard and in a similar location as that originally requested by You (though the Company reserves the right to charge You any resultant increase in price).

3.2 If the alternative Property is not acceptable to You, the Company shall refund in full all monies paid and the Company and the Owner shall not have any other liability.

4. Cancellation by You

4.1 Any cancellation made by You (for whatever reasons) shall be in writing addressed to the Company at the address stated on the front page. The effective date of cancellation is when written notification is received by the Company.

4.2 If You wish to end this contract 6 weeks & one day or longer, before the start of the Rental Period You will remain liable to pay: 30% of the Fee

If you wish to end this contract 6 weeks or less before the start of the Rental Period, You will remain liable to pay: 100% of the Fee. The deposit paid in advance will be deductible against this liability.

5. Limitation of Liabilities

5.1 Nothing contained in these Conditions shall exclude or restrict any statutory rights which You may have against the Owner or the Company.

5.2 You deal as a consumer and in no event shall the Owner or the Company be liable for losses costs or damages suffered or incurred by You as a result of failure to perform or breach by the Company of its obligations under this Agreement which are business losses including but not limited to economic loss or damage, loss of profits, interest, business revenue or savings and loss of contracts and whether such losses or damages arise in contract tort or statute and whether as a result of negligence or otherwise.

6. Booking Conditions Before signing the Reservation,

Please check the details to make sure they are correct. Any adjustments can only be made in the Company's discretion. The Company reserves the right to charge an amendment fee of £25 per amendment. The Company reserves the right to treat a change of Property/and or Rental Period which is made at Your request as a cancellation of one contract and the making of another, in which case Condition 4 above will apply.

7. Descriptions & Brochure/Website Information

7.1 The Company makes all reasonable efforts to ensure that descriptions of the Property provided to You either directly or by website are accurate. You acknowledge that differences between the photograph/illustration/text used for properties and the Property may arise. The Company does not accept liability for errors contained in descriptions or for any misrepresentation based on information provided by the Owner.

7.2 The Owner reserves the right to make modifications to the specifications of the Property that are considered necessary in the light of operating requirements. In the interest of continued improvement, the Owner reserves the right to alter or delete furniture, fittings, amenities, facilities, or any part of any activities, either advertised or previously available, without prior notice.

7.3 If material changes occur after this contract has become binding the Company will tell You.

8. Termination During Rental Period

8.1 This contract may be terminated before the end of the Rental Period by the Company or the Owner upon giving notice to You in the event of Your material breach of the terms of this contract or where in the reasonable opinion of the Owner damage is likely to be caused to the Property by You or any member of Your party. In such cases, the Company shall not be liable to make a refund of any monies paid.

8.2 The Owner and the Company reserve the right to refuse to hand over the Property where in the reasonable opinion of the Company it is likely that damage to the Property will be caused by You or any member of Your party. In such case the Company shall not be liable to make a refund of any monies paid.

9. Access

You must allow the Owner or the Company access to the Property to inspect the state of the Property and check compliance with these Conditions and all other purposes

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in connection with the Property at all reasonable times upon 24 hours' notice or in the event of emergency at any time without notice.

10. Arrival & Departure

10.1 If Your arrival will be after 6PM then a fee may be chargeable in the discretion of the Company. You must advise us (contact details on front page) at least 10 days before the start of the Rental Period so that suitable arrangements can be made for entry to the Property after 6PM on the first day of the Rental Period.

10.2 Failure by You to leave the Property, with all guests and effects, by 10AM on the final day of the Rental Period will result in You being charged a further day's rental of the Property at the applicable rates for the day concerned (minimum £100).

10.3 Failure to arrive by 6PM on the second day of the Rental Period where you have also failed to advise us constitutes cancellation by You, in which case Condition 4 shall apply.

11. Pets

11.1 Please contact us in advance if you wish to bring dogs with you. Only dogs that have been pre-booked and accepted may stay at the Property. No other pets are permitted. A fee is payable for each dog. The Company is entitled to require a form of 'pet licence' to be signed before the dog is permitted access to the Estate.

11.2 Where a dog stays in the Property without this having been booked on the Reservation, the Owner reserves the right to refuse or revoke the booking at the Owner's sole discretion. This would be treated as a cancellation by You, and condition 4 above will apply.

11.3 Dogs are not allowed on beds or chairs in the Property nor above the ground floor of the Property, nor are they allowed in any central facilities of the Estate. Good standards of hygiene must be maintained. All trace of the dog(s) must be removed from the Property when You leave. Dogs must be exercised on a lead, and must not be left unattended at any time in the Property.

12. Your Responsibilities

12.1 You are responsible for Your party and all other visitors to the Property during the Rental Period. Breach of any of the terms of this contract by them will be equivalent to a breach by You and You shall retain all liability for them.

12.2 You shall exercise care and keep the Property and all furniture, fittings and effects in or on the Property in the same state of repair and condition as at the commencement of the Rental Period, and shall leave the Property in the same state of cleanliness and general order in which it was found. You shall be liable to the Owner for any loss, costs, expenses, claims arising from any damage caused to the Property and/or its contents by Your deliberate or negligent act or omission. If as a result of such damage, the Property or any of its contents need to be repaired or any of its contents need to be replaced then You shall be responsible for paying the reasonable costs of doing so. Additional cleaning costs may be charged to You.

12.3 Any faults found before or during the Rental Period are to be reported to the Company.

12.4. You will be required to pay the Security Deposit to the Company before the Rental Period begins to cover the cost of breach of your obligations under this contract. The Company accepts the Security Deposit as agent for the Owner. The Security Deposit will be applied against such costs in the discretion of the Company and the balance of the Security Deposit will be refunded to You within 14 days of the end of the Rental Period. For the purposes of this Condition damage to the Property shall include leaving it in a dirty or untidy condition on the final day of the Rental Period. Nothing contained in this Condition shall affect the right of the Owner to recover any sums from You under Condition 12.1

12.5 This contract is personal to You and may not be assigned to any person.

12.6 You must not use the Property for any purpose other than for a holiday for You and your family and any guests stated on the Reservation and smoking is not permitted at the Property.

12.7 You agree to observe the House Rules and to circulate this among all the party members including teenage children.

12.8 You will only use (and allow to be used by Your guests) the parking spaces which are allocated to the Property for the purposes of parking private (not commercial) vehicles and will not use or attempt to use any other parking spaces on the Estate.

12.9 You shall not allow the number of people using the Property to exceed the numbers of guests stated on the Reservation without prior written agreement from the Company. In the event this is exceeded without such agreement the Company reserves the right to refuse or revoke the booking at its sole discretion. This would be treated as a cancellation by You, and condition 4 above will apply (without prejudice to other Conditions).

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12.10 You must comply with the Estate Regulations and circulate a copy among all the party members including teenage children. The Estate includes a lot of open and unsupervised water. Your attention is drawn to the water safety regulations and advice issued by the Estate management company which is available prior to making the Reservation and from the site office of the Estate management company.

12.11 You shall not do or permit anything to be done at the Property that may render the building's insurance policy void or voidable or increase the premium. A copy of the insurance policy terms and conditions can be requested before making a Reservation and will be available upon request.

12.12 You shall be responsible for paying all telephone charges for use of the telephone in the Property during the Rental Period. Such charges shall be payable by the end of the Rental Period and may be deducted from the Security Deposit if not already paid.

12.13 You shall not do anything that may reasonably be considered to cause a nuisance or annoyance to the Owner, the Company, the Estate management company or any occupier of adjacent or neighbouring properties. The Estate is a family environment amidst a stress free concept and respect to all other residents and occupiers is tantamount. Any disturbance (for example noise) which results in site security being called to the scene could result in a charge being made by the Estate management company who will advise the Company of the charge. The charge will be payable by you and may be taken from the Security Deposit.

13. Complaints

In the unlikely event that You are disappointed with the Property, You should first contact the Company who will use all reasonable endeavours to solve the problem. If You still feel that the problem has not been resolved to Your reasonable satisfaction then You must within 7 days of returning from holiday, put Your comments in writing to the Company, marked for the attention of the General Manager. The Company recommends that these are sent by recorded delivery in order that they receive attention as quickly as possible.

14. Liability

To the extent permitted by law and except in the case of death or personal injury resulting from the proven negligence of the Company or the Owner the maximum limit of the liability of the Company or the Owner (as appropriate) to You whether in contract tort negligence breach of statutory duty or otherwise shall be the Fee.

15. Force Majeure

15.1 In the event of fire or some other catastrophic event of the type covered in comprehensive insurance policies and available at reasonable premiums on the insurance market then the Company may determine this contract by giving You notice whereupon this contract will immediately end but without prejudice to prior breaches of any obligations contained herein. In such event, the Company or Owner shall not be liable for any resultant loss, breach or delay.

15.2 In the event of such determination the Company's liability shall be limited to the return to You of the appropriate proportion of the Fee attributable to the remainder of the unexpired Rental Period.

16. Law of the Contract and Jurisdiction

English law shall apply to the whole of this contract which shall be subject to the exclusive jurisdiction of any of the courts of England and Wales.

17. Headings

These Conditions shall be read and considered without reference to their headings which are included for convenience only.

18. Severance

If any provision of these Terms and Conditions is prohibited by law or judged by a court to be unlawful, void or unenforceable, the provision shall, to the extent required, be severed from this contract and rendered ineffective as far as possible without modifying the remaining provisions of this contract and shall not in any way affect any other circumstances of or the validity of enforcement of these Terms and Conditions.

19. Third Parties

No third party (other than the Owner) shall have any right to enforce this contract under the Contractss (Rights of Third Parties) Act 1999. It is intended that the Owner may enforce the terms of this contract against You.

20. Previous Terms and Conditions

These Terms and Conditions supersede all previous issues.