

# THE LAKES

LAKESIDE CABIN AND APARTMENT  
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.

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### 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 as stated in the Reservation

**1.5** "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.

**1.6** "the Owner" the owner of the Property and such term shall include its agent(s)

**1.7** "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;

**1.8** "the Rental Period" the period so stated in the Reservation;

**1.9** "the Reservation" the reservation form signed by You and sent to the Company;

**1.10** "the Security Deposit" the security deposit as referred to in the Reservation;

**1.11** "VAT" Value Added Tax at the current rate (20% at the time of print)

**1.12** "You" and "Your" The first-named person in the Reservation issued by the Company;

**1.13** 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.

**1.14** The Company acts solely as agent for the Owner and shall incur no personal liability whatsoever to You.

**1.15** You are responsible for the payment of 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.

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### 2. Payment

**2.1** 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 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. If you are booking for 3 nights or less, full payment will be required at the time of booking. 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, 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.

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### 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

## BOOKING T&CS

**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.

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### 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, and;

- Your booking is for 8 nights or more and your arrival date is 6 weeks & one day or longer, before the start of the Rental Period you will receive a full refund.
- Your booking is for 4-6 nights and your arrival date is 4 weeks & one day or longer, before the start of the Rental Period you will receive a full refund.
- Your booking is for 3 nights and your arrival date is 14 days and one day longer, before the start of the Rental Period you will receive a full refund.

If you wish to end this contract and;

- Your booking is for 8 nights or more and your arrival date is 6 weeks or less, before the start of the Rental Period you will be liable to pay 100% of the fee.
- Your booking is for 4-6 nights and your arrival date is 4 weeks or less, before the start of the Rental Period you will be liable to pay 100% of the fee.
- Your booking is for 3 nights and your arrival date is 14 days or less, before the start of the Rental Period you will be liable to pay 100% of the fee.

The deposit paid in advance will be deductible against this liability.

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### 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.

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### 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.

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### 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.

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### 8. Termination During Rental Period

**8.1** This contract may be determined 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 any 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.

## BOOKING T&CS

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

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### 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 11AM 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.

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### 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.

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### 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 give a preauthorisation on your card before the Rental Period begins to cover the cost of breach of your obligations under this contract. This preauthorisation will be used to cover incidentals and damages. Should there be any damages following your stay, the company reserves the right to use your pre authorisation to be applied against such costs to the discretion of the Company. 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).

## BOOKING T&CS

**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 buildings insurance policy void or voidable or increase the premium. A copy of the insurance policy terms and conditions should 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.

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### 13. Complaints

In the unlikely event that You are disappointed with the Property, You should first contact the person named on the front of this contract who will use all reasonable endeavours to solve the problem. Where this is not possible, You should contact the Company. 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 Customer Services Department. The Company recommends that these are sent by recorded delivery in order that they receive attention as quickly as possible.

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### 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.

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### 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.

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### 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.

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### 17. Headings

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

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### 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.

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### 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.

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### 20. Previous Terms and Conditions

These Terms and Conditions supersede all previous issues.