

1. Definitions: where mentioned below 'Guest' means the person making the holiday booking and all members of his/her party. 'The Owner' means the owner of the accommodation let to the Guest or his duly authorised letting Agent, Gainsborough Leisure Limited.

2. Bookings made through our online booking system are provisional until confirmed by The Owner.

3. All lettings are solely for the purpose for conferring on the Guest the right to occupy the accommodation for the purposes of a holiday. No commercial events will be allowed to run from the site without prior agreement from the Owner.

4. All holiday lettings will begin at 3pm on the day of arrival and end at 10am on the day of departure, unless agreed otherwise in writing with the Owner. The Owner reserves the right to deduct £10 per hour, from the housekeeping deposit for late departures.

5. The minimum age for booking the accommodation is 21, the Owner reserves the right to charge £200 for each guest found to be under this age without parental supervision.

6. The Owner reserves the right to enter the accommodation at any time during the period of letting for the purposes of maintenance or repair work.

7. All facilities on the site will be checked prior to the booking to ensure they are in full working order, however in the event that any facilities should require repair or maintenance during the booking the Owner will endeavour to ensure they are brought back to working order as soon as possible or arrange an alternative.

8. The Owner shall not be liable in respect of claims the Guest may have for any injury however caused or sustained by the Guest and for loss or damage however caused for his/her belongings which are on the premises of the Owner.

9. The Owner reserves the right to refuse accommodation without giving any reason for doing so. If accommodation already booked should subsequently be unavailable due to circumstances beyond the control of the Owner every effort will be made to find suitable alternative accommodation. Should this not be possible, all monies paid by the Guest will be refunded, but the Owner shall not be liable in any circumstances to make any payment to the Guest in excess of those monies.

10. Where a booking is made after 14th September 2020, there will be no refunds given or changes allowed to the booking for the reason that the Guest is legally obliged to reduce the numbers on their booking to six persons or less.

11. The deposit of 30% of the total booking cost is payable when the booking is made and the balance becomes payable six weeks prior to the date of the commencement of the letting. Monies paid under the terms of this are not refundable by the Owner and will be forfeited if the Guest cannot take up the booking made for any reason whatsoever. However, the Owner recognises that in some cases of cancellation notwithstanding that there is any legal obligation to do so, the Owner will use its best endeavours to re-let the accommodation for the period of the booking and if successful, the Owner will refund the deposit paid to the Guest less a £50 administration charge in respect of the additional expense in connection with the re-letting and any difference in the values of the two bookings.

12. On payment of the Deposit the Guest agrees to be bound by these Terms and Conditions and is

deemed to have read and fully accepted them. Any queries with accepting them should be notified in writing to the Head Office of the Owner within seven days.

13. Deposits made on a per person basis are non-refundable and cannot be reallocated across other members of the same party.

14. On payment of the balance of the booking, 6 weeks prior to the arrival date, the Guest will submit the bed arrangements to the Owner. If the Owner does not receive this information the beds will be set out in a manner which the owner sees as acceptable.

15. In the event that a facility such as a hot tub or swimming pool is unavailable for use, any appropriate refund will be limited to £200.

16. Each property on the site has an individual electricity supply; an allowance is made of 200 units for each supply for the total duration of the booking. Should any supplies exceed the 200 unit allowance a charge will be made on vacation of the site for the excess electricity used and this will be charged at the current rate payable to the provider. This electricity usage includes the use of any outdoor sockets.

17. The number of persons stated on the particulars supplied as being the allowed number to occupy the accommodation selected by the Guest, is the total number permitted unless it is agreed otherwise with the Owner. If any person is found to be staying over and above the number stated, the Owner reserves the right to make an additional charge, not exceeding £50.00 per person per day.

18. A housekeeping deposit of £500 is payable prior to arrival in the form of a pre-authorized amount on a credit card. This amount will not be deducted from the card but the funds will be frozen for the duration of the stay and released 14 days after departure provided there are no deductions. If any deductions are proposed they will be notified to the Guest within 14 days of the departure date.

19. All breakages must be reported to the Owner and ideally should be paid for before departure. The cost of any breakages not reported before departure will be deducted from your pre-authorized housekeeping deposit.

20. Any damage to property or fixtures and fittings should be reported to the Owner and the cost of repair or replacement will be deducted from your pre-authorized housekeeping deposit amount within 14 days of the departure date.

21. Smoking is not permitted in any of our cottages or indoor areas, if signs of smoking are found during your stay or after departure a £200.00 cleaning fee will be charged.

22. Pets are not permitted in any of our cottages. A minimum fine of £250 will be applied if an animal is found to have been staying in the cottages and the full cost of any damage will be charged to the housekeeping deposit.

23. All cottages and areas of the site should be left on vacation as they are found. Any excess cleaning or tidying charges over and above what the Owner considers to be normal will be charged at £25 per hour. Any excess charges will be notified to the Guest and will be deducted from the pre-authorized housekeeping deposit amount within 14 days of departure.

24. Items of furniture, fixtures and fittings, crockery and glassware etc. must not be moved out of any property on the site and must remain in situ. The Management reserves the right to make charges from the housekeeping deposit for time spent replacing items in their rightful place.
25. There are to be no fireworks, Chinese lanterns, bonfires or other events that may cause disturbance to neighbouring properties or surrounding farmland.
26. We do not allow camping on the site under any circumstances unless express written permission has been given by the Owner.
27. Any Guest who is intending to carry out a party or event whilst staying at the property must notify the Owner when making their booking prior to the deposit being taken and obtain permission from the Owner who may make additions to these terms and conditions should they feel it necessary depending on the nature of the event. A detailed inventory of what will be happening on the site during the booking dates, including times of music, must be provided at least 3 months prior to the arrival date.
28. Any bookings who are intending on using live or amplified music must inform the Owner when making their booking otherwise the Owner reserves the right to refuse permission for live or amplified music to take place in any internal or external area of the site.
29. We do not allow amplified music outdoors on Sundays at any time of day without express written permission from the Owner.
30. We ask that any music must not be excessive or unreasonable at any time. The Owner reserves the right to request that music be turned down or switched off if complaints are received from local residents.
31. Guests are aware the site is in the Countryside and agree that they and their Guests who visit the site will be considerate to the location and surroundings they are in. They will not cause undue disturbance to neighbouring properties at any time particularly between the hours of 11pm and 7am.
32. Any marquees or other stand-alone structures brought onto site for a party or event should be self-sufficient and must not rely on electricity, water or other services from any of the buildings on site. Guests will be provided with the maximum capacity for electricity supplied on site and it is their responsibility to ensure these are not overloaded by them or their contractors. Any damage to supplies that must be remedied at short notice by the Owner will be charged directly to the Guest at an emergency call out rate.
33. Any marquees or other structures brought onto site must be supervised by the Guest and must not arrive or leave outside of the guests booking dates unless by prior agreement with the Owner. The Owner may charge for the time spent supervising if the Guest is not present.
34. If a marquee is not booked with the Owner on paying the deposit, the Owner reserves the right to refuse permission to erect a marquee at a later date on the basis of standard planning constraints.
35. The Guest must remove their own waste or recycling from the site over and above that which fills the waste bins provided for the site.
36. Should action be taken by a third party against the Owner as a result of the Guests acts or

emissions during the period of letting the Owner reserves the right to seek an indemnity from the Guest for any legal expenses, damages or other costs.

37. The Owner insures the site for public liability however this is limited to general use of the site and is not specific to any event nor covers any sub-contractors the Guest may employ. It is recommended that Guests make their own arrangements to cover events and/or ensure any sub-contractors have adequate insurance cover for their possessions and staff.

38. If a Guest should enter into a contract with a sub-contractor to provide them with services whilst on the site, the Owner will not be party to this contract and no funds relating to this contract will be recoverable from the Owner.

#### Relocation or Mid-Term Lets (for bookings between 2 weeks and 5 months)

In addition to the above terms and conditions, the following will also apply for Mid-Term or Relocation Lets.

39. The letting is for the purpose for conferring on the Guest the right to occupy the Premises for a short term letting of less than 6 months whilst between purchase and sale of their main residence. Any letting for a period of 6 months or longer should be documented by a different type of agreement.

40. Mid-term lets will begin and end at 12 noon on the start and end dates of the agreement. Any changes to these times should be agreed in advance with the Owner.

41. The letting will be required to have an end date. Bearing in mind the nature of the letting, this end date can be changed by agreement between the two parties provided there is availability at the accommodation.

42. The Owner or their representative will require access to the Property on a monthly basis in order to take meter readings.

42. The total cost of the first month of the letting is payable in order to confirm the booking. Thereafter the total cost of each month, or part month, will become payable 7 days prior to that date. If the letting or part of the letting is for a period of less than a month then the amount will be pro-rata to the amount of days included.

43. Monies paid under the terms of this agreement are not refundable by the Owner and will be forfeited if the Guest leaves the accommodation prior to the end date for any reason whatsoever. However, the Owner recognises that in some cases of cancellation notwithstanding that there is any legal obligation to do so, the Owner will use its best endeavours to re-let the accommodation for the period the Premises are not being used, and if successful, the Owner will refund the amount paid by the Guest for that period less a £50 administration charge in respect of the additional expense in connection with the re-letting and any difference in the values of the two bookings.

44. No hot tubs are provided as standard with Mid-term lets, if a hot tub is required there will be a charge of £50 per week. The Guest will be required to sign additional paperwork for the use of a hot tub and to test the water at regular intervals to ensure it is safe to use.

45. Each property on the site has an individual electricity supply; an allowance is made of 200 units per week for each supply. Should any supplies exceed the 200 unit allowance a charge will be made

on vacation of the site for the excess electricity used and this will be charged at the current rate payable to the provider. This electricity usage includes the use of any outdoor sockets.

46. The number of persons stated on the particulars supplied as being the allowed number to occupy the accommodation selected by the Guest, is the total number permitted unless it is agreed otherwise with the Owner. If any person is found to be staying over and above the number stated for a period of more than 7 days, the Owner reserves the right to make an additional charge, not exceeding £50.00 per person per day over and above the 7 days it is considered to be a reasonable "visit".

47. There may be areas of the Premises that are not included in the letting to the Guest. These areas should not be used by the Guest without the prior knowledge of the Owner. If the Guest is found to be using these areas without agreement of the Owner a charge of £150 per week per bedroom will be charged.

48. Any additional charges that are incurred during the letting will be added to the following monthly charge. If the charges are incurred during the final month of the letting the charges should be settled prior to departure from the site.

49. A housekeeping deposit of £500 is payable prior to arrival. This amount will be deducted from your card for the duration of the stay and refunded 14 days after departure provided there are no deductions. If any deductions are proposed they will be notified to the Guest within 14 days of the departure date.

50. During the period of the letting the Guest should deposit their waste bins in the courtyard each week on the required day in order to have them emptied.

51. During the period of the letting the Owner will not provide changes of laundry or cleaning services. Due to Covid-19 restrictions the Owner cannot currently provide cleaning services during the period of the letting. Should a change of laundry be required, the Guest should notify the Owner and this can be delivered and collected (but not put onto the beds) to the Property at a charge of £15 per bedroom (including VAT).

52. Guests should only park within the allocated areas for their Property.

53. The Guest should ensure that any items of value brought onto the site are insured under their own insurance policy as the Owner only insures for the contents and buildings already present on the site.