

# Terms and conditions for letting of Daisy Chain, 26 Clearwater, Lower Mill Estate

## 1. PERIOD OF HIRE

Letting commences at 4pm on the day of arrival and ends at 10am on the day of departure. Weekly letting is normally from Friday to Friday. Weekend letting is normally from Friday 4pm – Monday 10am and Midweek letting is normally from Monday 4pm – Friday 10am.

## 2. BOOKING AND PAYMENT

2.1 A booking is accepted following the return of a completed booking form and confirmation of availability.

2.2 Deposit: A deposit of 25% of the total rent is payable to reserve specified dates to stay at the Property. The deposit may be paid either by card, by cheque or direct bank transfer.

2.3 Balance. The balance (75%) of the total rent becomes payable 8 weeks before the start of the let. The balance may be paid by card, cheque or bank transfer. Should a booking be made within 8 weeks of the start of the let, the full deposit and balance must be paid together. Failure to pay the balance on or by the due date shall be construed as a cancellation by the Guest.

2.4 Damage Deposit. A refundable damage deposit of £250 is also payable at the same time as the balance. The Guest hereby agrees to give the owners authorisation to make the appropriate deduction from the deposit in the event that the guest or anyone in their group staying at the property causes damage or incurs a need for extra cleaning. The owners reserve the right to demand further payment for damage, breakages and additional cleaning which occur as the result of reckless or deliberate misuse. The Guest will be notified of the details of any extra costs incurred within 10 working days after the end of the let.

2.5 Payment Method. A fee of £25 will be charged for dishonoured cheques.

## 3. CANCELLATION

Should a cancellation be made by the Guest for whatever reason before 8 weeks prior to the start of the holiday the Owners will seek to re-let the property for the period of the let. If the Owners are successful in re-letting the property a refund of an amount equal to the money paid less a £100 administration fee will be made. If the cancellation occurs less than 8 weeks prior to the holiday the Owners will seek to re-let the property for the period of hire. If the Owners are successful in doing so a refund (minus the 25% deposit) will be made. If the Owners are not successful in re-letting the property the full amount will be forfeited by the Guest.

## 4. COVID-19

If we are forced to close by the Government / Local Authority or a local lockdown or restrictions affect the area where a guest lives, during your booked dates, we will issue a refund or rearrange your dates for up to 12 months from the original planned dates. No fee will be charged for changing dates in these circumstances. At our discretion, other options may be available.

Guests must ensure that all Government / Local Authority guidance is followed and must not travel if they are unwell. Guests must not self isolate at Daisy Chain. If a guest becomes unwell during their stay they must return to their main residence in line with guidance. The owners must be informed

if anyone in the party becomes unwell or has a positive test for Covid-19 as this will affect our cleaning protocols. We are unable to offer refunds if guests can not complete their stay and early departure does not warrant a rental decrease.

## 5. HOLIDAY INSURANCE: CUSTOMER INABILITY TO TRAVEL

This covers the inability of any, some or all of your intended party to travel, or the disinclination to travel to and stay at Daisy Chain for any reason. This includes – but is not limited to – illness (including Covid-19), a requirement or recommendation to self-isolate or quarantine, shielding, a call to jury duty, military service, incarceration, change in personal or work circumstances, family emergencies, travel delays, vehicle breakdown and delays with public transport. These remain at your risk and do not give rise to a right to cancel or to receive a refund unless we re-let the property. You are strongly recommended to take out UK travel insurance to cover these eventualities. **If you choose not to take out UK travel insurance, then you accept responsibility for any loss that you may incur due to your cancellation.**

## 6. CHANGE OF DATES

The Owners may consider a request from a Guest to change the dates of the booking after confirmation has been issued. Agreement will be given subject to all of the following conditions being met:

- (1) The request is being received more than 12 weeks before the commencement of the booking and
- (2) The Guest pays an administration fee of £25.00
- (3) The property is available at the time requested.

## 7. USE OF THE PROPERTY

The number of persons occupying the Property must not exceed 9 plus 2 children in cots. All persons using the property and the facilities on the Lower Mill Estate shall be named on the booking form. The Property will be used for personal, domestic purposes only and cannot be sub-let to third parties. If the Guests commit a serious breach of these terms and conditions or the Code of Conduct for the Lower Mill Estate the Owner has the right to terminate the booking and if the Guests are already at the property the Owner may require the Guests to leave.

## 8. COMPLAINTS

Should there be any cause for complaint during the occupation of the property; the Owner must be notified immediately and prior to the guest's departure. The Owner must be given the opportunity to put things right. Failure to do so is likely to jeopardise a guest's claim for compensation. We cannot be held liable for faulty equipment or appliances but will attempt to remedy any faults as soon as we can.

## 9. CARE OF THE PROPERTY

The guest(s) shall take all reasonable and proper care of the property and its furniture, pictures, fittings and effects in or on the property and leave them in the same state of repair and condition and in the same clean and tidy condition at the end of the let as at the beginning. Furniture must be restored to its original position. Bins must be emptied to the refuse area and recycling taken to the appropriate area. In accordance with Clause 2.4,

The Owner reserves the right to charge the guest for any additional costs incurred. Failure to report breakages may result in the whole damage deposit being forfeited.

## 10. PETS

Pets are not permitted at Daisy Chain.

## 11. SMOKING AND VAPING

Smoking and Vaping are not permitted inside the Property, or on the sun decks.

## 12. PARTIES

The Lower Mill Estate does not permit the Owners to accept bookings for hen or stag parties or from single sex groups. The Owner reserves the right to cancel any such bookings. Fireworks and the playing of loud music are not permitted.

## 13. BROADBAND

Unlimited wireless broadband access is included free of charge. Whilst every effort is made to ensure continuity of service, the Owner can not be held responsible for disconnection due to matters beyond their reasonable control and as such no refunds will be given for lack of broadband availability during the Guests' stay.

## 14. USE OF THE FACILITIES AT LOWER MILL ESTATE

The Lower Mill Estate is a nature reserve and as such excessive noise and lack of respect for the area are not tolerated. The Client shall have full regard to the rules of the Lower Mill Estate and its facilities, including car parking – a copy of which is included with this form. The Owners accept no liability for the availability of any facilities provided by the Lower Mill Estate including but not limited to: swimming pools, spa, sauna, steam room, gym, tennis courts, playgrounds. As such no refund will be provided for any time periods that any such facilities are not available.

## 15. LIABILITY

The Owners shall have no liability to the Guests for the death or personal injury to you or any member of your party. All necessary steps to safeguard personal property must be taken by Guests. No liability to Guests is accepted in respect of damage to or loss of personal property. Guests using the canoe must ensure that they have personal liability cover (usually under their Home Insurance Policy) to a level of £1,000,000.

## 16. WARRANTIES

The Owners have made best efforts to ensure that information contained in its advertisements and web site is accurate and fair. Occasionally problems mean that some facilities or services may become unavailable. The Owner can not be held responsible for any changes or closures to the local area amenities or attractions mentioned on the website or advertised elsewhere.

## 17. RIGHT OF ENTRY

The Owners shall be allowed the right of entry to the Property at all reasonable times for the purposes of inspection or to carry out any necessary repairs or maintenance.

## 18. FORCE MAJEURE

The Owners can not accept liability or responsibility for any alterations, delay or cancellation or any other loss or damage caused by war, civil strife, terrorist action, industrial disputes, fire, sickness, bad weather, flooding, livestock, epidemics, acts of any government, or public authority, or utility services, changes imposed by re-scheduling of airlines, ferries or any event outside their control.

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## Code of Conduct for those staying in properties at Lower Mill Estate

Lower Mill Estate is a nature reserve and family environment with a mix of owners and their families as well as a small number of rental properties. There are often lots of organised activities that we hope that you will want to join in and that will add to your enjoyment whilst staying here.

Naturally there are a number of 'rules' to ensure that the estate is a safe, secure and peaceful environment. A full set of rules will be located in the welcome pack in your house and on our web site, we ask that you familiarise yourselves with them on arrival, but we have summarised some key points for you below.

### Quiet enjoyment and consideration for others

- Noise travels across water and to neighbours close by – please keep voices low when on decking/balconies.
- Be aware that the areas around other houses are private, do not walk around houses, or borrow/use equipment belonging to other properties.
- Be aware of 'light pollution' – turn lights low in the evening.
- No external amplified music – noise travels easily.
- Restricted internal amplified noise after 11pm. Terraced/attached houses – no music or excessive noise at all after 11pm. Please be especially considerate – children may be next door.
- No Fireworks – there are local organised events around bonfire night.

### Wildlife and Estate Facilities

- Please do not feed any wild animals or wildfowl.
- If you plan to fish please read the Fishing rules first.
- Canoes, sail boats and wind surfers only on Somerford Lagoon.
- We have a closed period on Somerford Lagoon from 1st October to 31st March (to protect the wildlife) and no boats are allowed on the lake.
- Some paths are also closed during this period – please look for signs.
- No Fireworks – the wildlife is easily scared.
- Dogs – please keep on lead within the villages and under control around the estate – please remove any fouling.

### Safety and Facilities

- Speed Limit is 10 mph – please be aware there are children playing and pedestrians throughout the estate – a walking pace speed is ideal.
- Please use your allocated parking space – any other cars must be parked in the designated overflow car park areas.
- This is a safe environment but please know where your children are or are going when exploring the estate.
- Only those staying in Clearwater and Howells Mere houses have access to the Artspa – please ensure you collect your passes and sign in at reception on each visit. Please take care not to allow other people into the Artspa.
- Only Mill Village houses have access to the Mill Village Outdoor pool and Sauna.
- Please note the safety rules in the pools, saunas and play areas. Children must be accompanied by an adult at all times.
- Please be considerate to others in the Artspa changing rooms, which can get crowded.

### What might go wrong?

- Potential for loss of deposit for damage/noise/nuisance/breach of estate rules if you do not comply with the reasonable instructions of estate staff.
- Potential for 'eviction' if there is a serious or repeated breach of rules.
- Treat all estate staff with respect – be aware that the Warden has the power to evict for breach of rules.
- If you are disturbed by other guests contact Security on 01285 869184.
- You should not exceed maximum overnight occupancy as identified in your contract with the owner/agency.