

**Please read the following important terms and conditions before you buy anything on our Website and check that they contain everything which you want and nothing that you are not willing to agree to.**

*Summary of some of your key rights:*

*The Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013 say that we must give consumers certain key information before a legally binding contract between us and a consumer is made. We have tried to give You this information in a clear and understandable way. If something is not clear do call us. Some of this information is likely to be obvious from the context. Some of this information is set out in these terms and conditions. The key information includes:*

- **the main characteristics of the goods or services.** This will be obvious during the buying process and will be set out in the Confirmation Email.
- **the total price of the services** or the manner in which the price will be calculated if this can't be determined. **As above this will be obvious when buying.**
- **how you will pay for the Services** and when they will be provided to You. As above and see clauses 5,6 and 14 in the Contract conditions below.
- **any additional charges and other costs** (and if these charges can't be calculated in advance, the fact that they may be payable).
- *information about the seller, including their geographical address and contact details and the address and identity of any other trader for whom the trader is acting. We are not acting for anyone else.*

**We are Lavender Hill Holidays Limited (trading as Lavender Hill Holidays), a company registered in England and Wales under company number: 07207461.**

**Our registered office is at: Goodwood House, Blackbrook Park Avenue, Taunton, Somerset, United Kingdom, TA1 2PX.**

**The details of this Contract will not be filed with any relevant authority by us.**

*The Consumer Rights Act 2015 says:*

- *you can ask us to repeat or fix the Services if they are not carried out with reasonable care and skill, or get some money back if we can't fix it;*
- *if a price hasn't been agreed upfront, what you're asked to pay must be reasonable; and*
- *if a time hasn't been agreed upfront, it must be carried out within a reasonable time.*

#### **Talk to Us**

*If You don't understand any of this Contract and want to talk to Us about it, please contact Us by:*

- email [info@lavenderhillholidays.co.uk](mailto:info@lavenderhillholidays.co.uk) (Monday to Saturday: 8 am to 6 pm);

**Accessibility**

*If You would like this Contract in another format (for example: audio, large print, braille) please contact Us using the contact details at the top of this Contract.*

**Your privacy and personal information**

*Your privacy and personal information are important to Us. Any personal information that You provide to Us will be dealt with in line with our Privacy Policy, which explains what personal information We collect from You, how and why We collect, store, use and share such information, Your rights in relation to Your personal information and how to contact Us and supervisory authorities if You have a query or complaint about the use of Your personal information. Our **Privacy Policy** is available [here](#).*

*The information in this summary box summarises some of Your key rights. It is not intended to replace the Contract below, which You should read carefully.*

## CONTRACT CONDITIONS

If you buy Services from us you agree to be legally bound by these Contract conditions which include our trading principles and policies set out above.

This Contract sets out:

- your legal rights and responsibilities;
- our legal rights and responsibilities; and
- certain key information required by law.

In this Contract:

- 'we', 'us' or 'our' means Lavender Hill Holidays Limited; and
- 'you' or 'your' means the person using our site to buy Services from us.

Each a "Party" and together the "Parties."

### 1. Definitions

1.1. In this Contract, unless otherwise provided:

<b>Administration Fee</b>	means the £20 (twenty GBP) per day administrative fee payable by you, (multiplied by the number of days that our Property was booked by you) when you choose to cancel this Contract;
<b>Booking</b>	means an order made by you via our Website and having completed the online check-out process or by telephone having requested the booking with a member of our staff for the provision of our Services;
<b>Booking Form</b>	means the form available on our Website during the Booking process which is completed by you and contains your personal details and details of the Property booked for rental;
<b>"Booking Sum"</b>	means the total amount payable under these terms and conditions (including or excluding any applicable Deposits or Damage Deposits) for the letting Services provided by us, as stated in the Confirmation Email or confirmed by us via telephone;
<b>"Confirmation Email"</b>	has the meaning given to it in clause 5.7;
<b>"Contract"</b>	means this agreement, comprised of these standard terms and conditions, contract

	conditions and any other documents referred to herein;
<b>“Coronavirus Pandemic”</b>	means the Coronavirus (Covid-19) virus, being the subject matter of the worldwide pandemic officially declared by the World Health Organisation in the year 2020, (and any linked or otherwise related or similar communicable disease having official WHO pandemic status);
<b>“Covid Affected Party”</b>	has the meaning given to it in clause 19.3;
<b>“Damage Deposit”</b>	means the sum payable by you in accordance with clause 6 and Schedule 1 in relation to a Property rented by you during the Rental Period to ensure that our Property is returned in a suitable condition;
<b>“Deposit”</b>	means 25% (twenty five per cent) of the Booking Sum;
<b>“Event Outside Our Control”</b>	has the meaning given to it in clause 19.1;
<b>Group</b>	means all persons listed on the Booking form as a party to the group renting a Property belonging to us at our Site;
<b>“Hot Tub”</b>	means hot tub and hot tub related equipment available for use in the Properties;
<b>“Payment Date”</b>	means the date falling 8 (eight) calendar weeks before the Service Commencement Date;
<b>“Privacy Policy”</b>	means the privacy policy available on Our Website;
<b>“Property”</b>	means one of the Properties listed in Schedule 1 owned by us and rented to you for the Rental Period;
<b>“Rental Period”</b>	means the period the Property is rented by you starting on the Service Commencement Date (check-in) and ending on the Service End Date (check-out);
<b>“Service Commencement Date”</b>	means the first date of the Rental Period for the Property rented by you (the check in date);
<b>“Service End Date”</b>	means the final date of the Rental Period for the Property rented by you (the check- out date).
<b>“Services”</b>	means the preparation and rental of a Property located on our Site and belonging to

	us which is rented by you for a holiday during the Rental Period;
<b>“Site”</b>	means the land on which the Properties are situated at West Hayes, Halse, Taunton TA4 3AE; Railway Cottage Site, Woolston Moor, Williton, Somerset, TA4 4LW; or any other location as updated by us on our Website from time to time;
<b>“Pool”</b>	means the swimming pool available for use with certain Properties available for rent on our Site;
<b>“Website”</b>	means our website at <a href="http://www.lavenderhillholidays.co.uk">www.lavenderhillholidays.co.uk</a> ; and
<b>“Welcome Folder”</b>	means the folder provided by us to you within your rented Property which provides information about the Property, the Site and our conditions.

1.2. Unless the context otherwise requires:

- 1.2.1. each gender includes the others;
- 1.2.2. the singular includes the plural and vice versa;
- 1.2.3. references to this Contract include its Schedules and Appendices, as amended;
- 1.2.4. references to persons include individuals;
- 1.2.5. clause headings do not affect their interpretation;
- 1.2.6. general words are not limited by example; and
- 1.2.7. references to legislation include any modification or re-enactment thereof.

## 2. Introduction

- 2.1. If you buy Services on our Website you agree to be legally bound by this Contract.
- 2.2. This Contract is only available in English. No other languages will apply to this Contract.
- 2.3. When buying any Services you also agree to be legally bound by:
  - 2.3.1. our Website terms and conditions and any documents referred to in them;
  - 2.3.2. extra terms which may add to, or replace some of, this Contract. We will contact you to let you know if we intend to do this by giving you one month's notice. You can end this Contract at any time by giving one month's notice if we tell you extra terms apply; and
  - 2.3.3. specific terms which apply to certain Services. If you want to see these specific terms, please visit the relevant webpage for the Services. All of the above documents form part of this Contract as though set out in full here.

### **3. Information we give you**

3.1. By law, the Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013 say that we must give you certain key information before a legally binding contract between you and us is made. If you want to see this key information, please:

- 3.1.1. click on the 'key information' button;
- 3.1.2. read the acknowledgement email (see clause 5.3); or
- 3.1.3. contact us using the contact details at the top of this page.

3.2. The key information we give you by law forms part of this Contract (as though it is set out in full here).

3.3. If we have to change any key information once a legally binding contract between you and us is made, we can only do this if you agree to it.

### **4. Your privacy and personal information**

4.1. Our Privacy Policy is available [here](#).

4.2. Your privacy and personal information are important to us. Any personal information that you provide to us will be dealt with in line with our Privacy Policy, which explains what personal information we collect from you, how and why we collect, store, use and share such information, your rights in relation to your personal information and how to contact us and supervisory authorities if you have a query or complaint about the use of your personal information.

### **5. Ordering Services from us**

5.1. Below, we set out how a legally binding contract between you and us is made.

5.2. You place an order on the Website by completing and "confirming" our online Booking form and by making payment of the Deposit or the full Booking Sum, subject to the terms at clause 5.4 below. Please read and check your order carefully before submitting it. However, if you need to correct any errors you can do so before submitting it to us.

5.3. When you place your order at the end of the online checkout process (e.g. when you click on the 'make booking' button), we will acknowledge it by email. This acknowledgement does not, however, mean that your order has been accepted.

5.4. When you place an order on the Website, the payments required are as follows:

5.4.1. If your order is placed:

5.4.1.1. 8 (eight) weeks or more before the Service Commencement Date, the Deposit amount shall be payable at the checkout stage. The remainder of the Booking Sum is payable by you prior to the Service Commencement Date and following notification from us in accordance with clause 14.1; and

5.4.1.2. within less than 8 (eight) weeks of the Service Commencement Date, the Booking Sum shall be payable at the checkout stage.

5.5. You may also make a Booking via telephone. If we can facilitate your order, it will be accepted:

5.5.1. on short notice, during the call; or

5.5.2. pursuant to clause 5.7 and 5.7.1,

and in each case, a legally binding contract will be in place between you and us once we have received payment of the Booking Sum over the telephone.

- 5.6. We may contact you to say that we do not accept your order. This is typically for the following reasons:
- 5.6.1. we cannot carry out the Services (this may be because, for example, we have a shortage of staff);
  - 5.6.2. we cannot authorise your payment;
  - 5.6.3. you are not allowed to buy the Services from us;
  - 5.6.4. we are not allowed to sell the Services to you; or
  - 5.6.5. there has been a mistake on the pricing or description of the Services.
- 5.7. We will only accept your order when we email you to confirm this (Confirmation Email). At this point:
- 5.7.1. a legally binding contract will be in place between you and us; and
  - 5.7.2. we will provide the Services as agreed during the online checkout process, subject to clause 5.8.
- 5.8. In the event that we decline your order for one of the reasons set out at clause 5.5 above, we will return the Deposit or Booking Sum paid by you within 30 working days from the date that your order was declined (and notified to you in writing).
- 5.9. If you are under the age of 18 you may not buy any Services from the Website.

## 6. **Damage Deposit**

- 6.1. When you order Services from us in accordance with the process identified at clause 5.2 to 5.4 above, we will also charge a Damage Deposit which will apply to your "basket". Alternatively, you may place a Booking via telephone and the Damage Deposit shall still be payable. For the applicable Damage Deposit, please see the schedule of rates at Schedule 1 .
- 6.2. If you would like to make payment:
- 6.2.1. before your arrival at our Site, please make a payment of the Damage Deposit via our Website or authorise us to take payment from your card by speaking to a member of staff who will take card payment over the phone; or
  - 6.2.2. on arrival, please speak to a member of staff who will accept Damage Deposits in card payments which can be made at reception.

## 7. **Booking Reservations**

Whilst we may at our sole discretion consider Booking reservations, these will be determined on a case by case basis. A Booking reservation will not create a legally binding contract between us and we are entitled to offer the Property to another client when you have made a reservation for the Property only.

## 8. **Rescheduling a Booking**

- 8.1. We will consider on a case by case basis (and at our sole discretion) requests made by you to reschedule a Booking where you have placed an order for our Services.
- 8.2. You will be charged an administrative fee of £30 (thirty GBP) for our time incurred in dealing with your request and rescheduling your Booking.

## 9. Price amendments

- 9.1. We reserve the right to amend any prices published in error on our Website or within any promotional material (this includes the right to amend VAT applicable to your order due to market fluctuations). We will notify you as soon as we become aware of an increase in charges.
- 9.2. If you do not want to pay the increase in the Booking Sum you shall be entitled to cancel your order and received a full refund of the monies paid, provided notice to cancel is given within 7 days from the date we notified you of the Booking Sum increase.

## 10. Right to cancel

- 10.1. If you choose to cancel a Booking, you must inform us of your decision to cancel this Contract by a clear statement (e.g. a letter sent by post or by email) using the contact details at the top of this Contract. You may use the model cancellation form available here [\[insert link to model cancellation form\]](#), but it is not obligatory.
- 10.2. You can also electronically fill in and submit the model cancellation form or any other clear statement on our Website. If you use this option, we will communicate to you an acknowledgement of receipt of such a cancellation on a durable medium (e.g. by email) without delay.
- 10.3. The statutory cancellation right under the Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013 does not apply to contracts for the supply of accommodation (amongst others) related to the leisure activities, where the contract provides for a specific date or period for performance (i.e. a contract). Consequently, you will not have a legal right to cancel the Contract under the Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013 which would usually allow for a 14 (fourteen) day "cooling off period".

## 11. Effects of cancellation

- 11.1. If you cancel this Contract, you shall remain liable for all the payments due (e.g. the Deposit or the Booking Sum, as the case may be) in respect of your Booking, whether or not the Booking Sum has been paid on the date of cancellation.
- 11.2. We will use our reasonable endeavours to re-let the Property during the Rental Period booked by you.
- 11.3. If we successfully manage to re-let the Property booked by you during the Rental Period, we shall refund you the difference between the Booking Sum owed and payable by you to us under this Contract, and the sum achieved under the re-let, minus the applicable Administration Fee.
- 11.4. We will make the reimbursement:
  - 11.4.1. without undue delay, and not later than 14 days after the day on which we are informed about your decision to cancel this Contract and
  - 11.4.2. using the same means of payment as you used for the initial transaction, unless you have expressly agreed otherwise; in any event, you will not incur any fees as a result of the reimbursement.

## 12. Cancellations due to Events Outside Our Control

- 12.1. In the event that a Booking is cancelled due to an Event Outside Our Control, we encourage our guests to take a credit note equal to the Booking Sum and to rearrange their Booking for a later date. The credit note will expire 24 months from the date of the original Service Commencement



Date. We understand that this may not always be a viable option, however we ask you to consider this as your primary approach.

12.2. We have the right to cancel the Contract due to an Event Outside Our Control (for example, there is a nationwide lockdown event), and in circumstances where we are unable to provide the Services to you. If there is an Event Outside Our Control which prevents us from fulfilling your Booking, if you are happy for us to do so we will issue you with a credit note with a view to you Booking an alternative date. This is subject to availability and you may be required to pay additional costs if the new date you choose is charged at a higher rate. If it is not possible to reschedule your Booking, or you do not want to reschedule it, we will provide you with a full refund.

12.3. In any event, if we are able to provide the Services but you do not intend to continue with the Booking, we will use our reasonable endeavours to re-let the Property and issue you with a full refund for any amounts paid by you.

### 13. **Carrying out of the Services**

13.1. We must carry out the Services within the period set out during the online checkout process and in the Confirmation Email (see clause 5.7). If you and we have agreed no time or period, this will be within a reasonable time.

13.2. Our carrying out of the Services might be affected by events beyond our reasonable control. If so, there might be a delay before we can restart the Services, having made reasonable efforts to limit the effect of any of those events and having kept you informed of the circumstances, but we will try to restart the services as soon as those events have been fixed.

### 14. **Payment**

14.1. Where you have paid the Deposit only in accordance with clause 5.4.1.1, we will send you a reminder email to notify you of the remaining balance prior to the Payment Date. The remaining balance of the Booking Sum must be paid 8 (eight) weeks before the Service Commencement Date.

14.2. We accept the following credit cards and debit cards: Mastercard and Visa. We do not accept American Express.

14.3. We will do all that we reasonably can to ensure that all of the information you give us when paying for the Services is secure by using an encrypted secure payment mechanism. However, in the absence of negligence on our part, any failure by us to comply with this Contract or our Privacy Policy (see clause 4) or breach by us of our duties under applicable laws, we will not be legally responsible to you for any loss that you may suffer if a third party gains unauthorised access to any information that you give us.

14.4. Your credit card or debit card will only be charged:

14.4.1. once you have completed the online checkout process (when you book online); and

14.4.2. once we have sent you a confirmation e-mail (when you book via telephone).

14.5. All payments by credit card or debit card need to be authorised by the relevant card issuer. We may also need to use extra security steps via the provider of your card used to make payment.

14.6. If your payment is not received by us under clause 14.4 by the Payment Date, and we are unable to contact you to obtain payment, we are entitled to cancel your Booking without any reference to you and we are entitled to retain the Deposit.

14.7. Nothing in this clause affects your legal rights to cancel the Contract during the cancellation period as set out in clauses 10 and 11.

14.8. The price of the Services:

14.8.1. is in pounds sterling (£) (GBP); and

14.8.2. includes VAT at the applicable rate (subject to clause 14.9 below).

14.9. If you rent our Property named "Railway Cottage" the Booking Sum shall be exclusive of VAT, as VAT is not payable on the Property.

## 15. **Your obligations**

15.1. You will:

15.1.1. ensure that each member of your Group is listed on the Booking Form with their full name (and age if the individual is a child);

15.1.2. ensure that each member of your Group is aware of and will comply with the obligations under these terms and conditions (and the Schedules contained herein);

15.1.3. take reasonable care of the Property rented by you for the Rental Period and shall return the Property in the condition that it was presented to you in on the Service Commencement Date;

15.1.4. comply with the check-in and check-out times set out in Schedule 1. We shall charge you an additional day's rental for failure to comply with the check-in and check-out times; and

15.1.5. comply with these terms and conditions and any schedules contained therein.

15.2. You will not during the Rental Period:

15.2.1. allow more than the permitted number of persons to occupy the Property;

15.2.2. use the Property for any dangerous or immoral activities;

15.2.3. behave in an offensive manner and negatively impact upon other guests' experiences who are staying at the Site;

15.2.4. smoke in the Property; or

15.2.5. make use of the Pool if you are renting Railway Cottage and the Railway Carriage.

15.3. The Contract to stay at our Property for the Rental Period, shall not create a relationship of landlord and tenant between the Parties. You shall not be entitled to any assured short hold or assured tenancy or statutory protection under the Housing Act 1988 or other statutory security.

## 16. **Nature of the services**

16.1. The Consumer Rights Act 2015 gives you certain legal rights (also known as 'statutory rights'), for example:

16.1.1. the Services must be carried out with reasonable care and skill;

16.1.2. you must pay a reasonable price for the Services, and no more, if you and we haven't fixed a price for the services; and

16.1.3. we must carry out the Services within a reasonable time, if you and we haven't fixed a time for the services to be carried out.

## 17. **Faulty Services**

17.1. Your legal rights under the Consumer Rights Act 2015 (also known as 'statutory rights') are set out at the top of this Contract. They are a summary of some of your key rights. For more detailed information on your rights and what you should expect from us, please:

17.1.1. contact us using the contact details at the top of this page; or

17.1.2. visit the Citizens Advice website [www.citizensadvice.org.uk](http://www.citizensadvice.org.uk) or call 03454 04 05 06.

17.2. Nothing in this Contract affects your legal rights under the Consumer Rights Act 2015 (also known as 'statutory rights'). You may also have other rights in law.

17.3. Please contact us using the contact details at the top of this Contract if you want:

17.3.1. us to repeat the Services;

17.3.2. us to fix the Services; or

17.3.3. a price reduction.

## 18. **End of the Contract**

If this Contract is ended it will not affect our right to receive any money which you owe to us under this Contract.

## 19. **Event Outside Our Control**

19.1. We will not be liable for failing to perform any obligation in this Contract resulting from circumstances beyond our reasonable control ("**Event Outside Our Control**"). If an Event Outside Our Control takes place that affects the performance of our obligations under this Contract, then you or we may cancel any contract, including this Contract, affected and we will refund any sums (subject to clause 11.3) you have paid to us in respect of the Services which have been paid for, but not delivered, as soon as we are able to.

19.2. You and We accept that it is reasonably foreseeable that due to the Coronavirus Pandemic you may not be able to travel to our Site to enjoy the Property booked by you and we may not be able to deliver the Services.

19.3. If you or we are prevented, hindered or delayed in or from performing any obligations under this Contract by the Coronavirus Pandemic (hereinafter the "**Covid Affected Party**"), neither party will be in breach of this Contract or otherwise liable for any such failure or delay in the performance of such obligations. The time for performance of such obligations shall be extended accordingly.

19.4. The Covid Affected Party shall:

i) as soon as reasonably practicable after becoming aware of the prevention, hinderance or delay in or from performance caused by the Coronavirus Pandemic, notify the other Party in writing accordingly, the date on which it started, its likely or potential duration, and the effect of the Coronavirus Pandemic on its ability to perform any of its obligations under the Contract; and

ii) use all reasonable endeavours to mitigate the effect of the Coronavirus Pandemic on the performance of its obligations.

19.5. Please see your cancellation rights under clause 12, which detail how we deal with cancellations arising from Events Outside Our Control.

## 20. **Limit on our responsibility to you**

- 20.1. Except for any legal responsibility that we cannot exclude in law (such as for death or personal injury) or arising under applicable laws relating to the protection of your personal information, we are not legally responsible for any:
- 20.1.1. losses that:
    - 20.1.1.1. were not foreseeable to you and us when the Contract was formed;
    - 20.1.1.2. were not caused by any breach on our part;
  - 20.1.2. business losses; and
  - 20.1.3. losses to non-consumers.
- 20.2. Without prejudice to clause 20.1, our total aggregate liability for claims made in relation to any Booking under or in connection with this Contract whether arising in tort (including negligence), contract or in any other manner for all claims notified to us in writing by you as being a matter for which you assert that we are or may be liable shall not exceed the Booking Sum payable by you in respect of your Booking under the terms of this Contract.
- 20.3. Except as expressly stated in this Contract, and subject to clause 20.1, all warranties and conditions whether express or implied by statute, common law or otherwise are excluded to the fullest extent permitted by law.

## 21. **Disputes**

- 21.1. We will try to resolve any disputes with you quickly and efficiently.
- 21.2. If you are unhappy with:
- 21.2.1. the services;
  - 21.2.2. our service to you generally; or
  - 21.2.3. any other matter,
- please contact us as soon as possible.
- 21.3. If you and we cannot resolve a dispute using our internal complaint handling procedure, we will:
- 21.3.1. let you know that we cannot settle the dispute with you; and
  - 21.3.2. give you certain information required by law about our alternative dispute resolution provider.

## 22. **Other Important terms**

- 22.1. **Third party rights.** No one other than a Party to this Contract has any right to enforce any term of this Contract.
- 22.2. **Assignment.** We may not transfer this Contract to someone else. You may only transfer your obligations under these conditions to another person if we agree in writing.
- 22.3. **No set off.** All amounts due under this Contract shall be paid in full, without any set-off, counterclaim, deduction or withholding (other than any required by law).
- 22.4. **Entire Agreement.** This Contract and any documents entered into pursuant to it constitutes the entire agreement between the Parties and supersedes all previous agreements, understandings and arrangements between them, whether in writing or oral, in respect of its subject matter.

- 22.4.1. Each Party acknowledges that it has not entered into this Contract or any documents entered into pursuant to it in reliance on, and shall have no remedies in respect of, any representation or warranty that is not expressly set out in this Contract or any documents entered into pursuant to it, except in the case of fraudulent misrepresentation. No Party shall have any claim for innocent or negligent misrepresentation on the basis of any statement in this agreement.
- 22.5. **Enforcing this Contract.** If a court finds any of these conditions unenforceable, the rest will continue in force. Each of the clauses of these conditions operate separately. If any court or relevant authority decides that any of them are unlawful, the remaining clauses (and part clauses, where relevant) will remain in full force and effect.
- 22.6. **Variation.** We reserve the right at our sole discretion to amend or replace any part of these terms and conditions in accordance with clause 2.3.2.
- 22.7. **Delay.** Even if we delay in enforcing these conditions, we can still enforce them later. If we do not insist immediately that you do anything, you are required to do under these conditions, or if we delay in taking steps against you in respect of your breaking the Contract, that will not mean that you do not have to do those things or prevent us taking steps against you at a later date.

### Schedule 1 – Lavender Hill Property Details

Damage Deposits payable per Property are as listed below:

<b>Property name</b>	<b>Damage Deposit in GBP</b>	<b>Maximum adults occupancy</b>
Cherry Tree Farmhouse	£250	12 adults
Cornflower Cottage	£150	4 adults
Lavender Barn	£250	12 adults
Railway Cottage	£150	6 adults
The Apple Treehouse	£150	2 adults
The Railway Cottage	£150	4 adults
Treehouse	£150	2 adults

<b>Booking selected</b>	<b>Check-in time On Service Commencement Date</b>	<b>Check-out time On Service End Date</b>
Standard Booking	No earlier than 16:00	No later than 10:00
Two night weekend break	No earlier than 16:00 (on the Friday)	No later than 16:00 (on the Sunday)
Two or three night mid-week break	No earlier than 16:00	No later than 16:00

## Schedule 2 – Conditions for the use of the Pool and Hot Tub

1. We have prepared this Hot Tub disclaimer, for all guests staying in our Properties with Hot Tubs at Lavender Hill Holidays Limited. We understand that having a Hot Tub in your cottage is a really special touch to your holiday experience and adds that little bit of extra indulgence to your break. We want you to have pleasurable experience relaxing under the stars and enjoying the company of friends and family. These Properties include:

Property
Cornflower Cottage
Cherry Tree Farmhouse
The Treehouse
The Apple Treehouse
Lavender Barn
The Railway Carriage
Railway Cottage

For your (and your guests safety), it is essential to understand and adhere to the advice and guidelines for proper use as outlined in this Schedule 2.

2. Please let us know before your arrival if you do not wish to use the Hot Tub facilities within your cottage, please let us know, and we will set the Hot Tub accordingly.
3. Guests wishing to enjoy the Hot Tub are required to read this Schedule and by agreeing to these terms and conditions, you expressly agree to the following information (which will also be available in your Welcome Folder or will be clearly mounted on a wall within the Property for your review).
4. **You and Your Group's obligations in relation to use of the Hot Tub**
  - 4.1. You and your Group must not:
    - 4.1.1. **switch the Hot Tub off.** The Hot Tub must never be switched off at the mains electricity supply. Only authorised maintenance personnel are authorised to control the mains power. We are entitled to add an extra charge to your bill if the tub is switched off during your stay, even if you and/or your Group are not using it;
    - 4.1.2. **pollute the Hot Tub.** Hot Tub cleanliness is paramount. For you and your Group's own safety it is essential that the water is kept clean. Failure to do so results in the water balance changing which seriously diminishes the effectiveness of the sanitising chemicals. Our authorised maintenance personnel will check the chemical balance of the Hot tub regularly to monitor the levels of sanitizer and to check the water balance and quality. Water balance/chemicals will be adjusted as necessary and results recorded. This procedure is a safety requirement for Hot Tubs in our Properties and ensures that the chemical balance of the water remains continuously safe for your enjoyment throughout your stay;
      - 4.1.2.1. if upon inspection the Hot Tub is found to be dirty due to misuse, it may be necessary for us to empty the Hot Tub and switch it off. We reserve the right to turn the Hot Tub off for the remainder of your stay. If you wish to have the Hot Tub cleaned and refilled, this will incur an additional cost of £75. Please be aware that it can take up to 24 hours for the tub to reheat;
    - 4.1.3. **permit non-guests to use the Hot Tub.** Only guests whose names have been provided on your Booking are permitted to use your Hot Tub;

- 4.1.4. enter the Hot Tub if you are ill or have an infectious disease;
- 4.1.5. consume alcohol, drugs or medication before or during use of the Hot Tub is forbidden and could lead to drowning;
- 4.1.6. use the tub immediately after strenuous exercise;
- 4.1.7. open the electrical box of the Hot Tub;
- 4.1.8. allow any pets in the Hot Tub;
- 4.1.9. leave one person alone in the tub or let them sleep in it (which could lead to drowning);
- 4.1.10. treat the tub as if it were your own as maintenance is expensive;
- 4.1.11. allow children under 7 in the Hot Tub;
- 4.1.12. drink the water, or allow the water to enter your mouth; and
- 4.1.13. use the Hot Tub after 22:00 to preserve peace and quiet for other guests staying at the Site.

4.2. You and your Group must:

- 4.2.1. seek medical advice before using the Hot Tub if you are on any form of medication;
- 4.2.2. seek medical advice if pregnant, obese, have heart conditions; blood pressure problems, circulatory problems, skin conditions or diabetes (or any other health condition which may be negatively impacted by use of the Hot Tub);
- 4.2.3. limit your soak to 20 minutes, and cool off before re-entry. Prolonged use of the Hot Tub can lead to hyperthermia. This is a dangerous condition when the internal body temperature exceeds 37 (thirty seven degrees celsius). Symptoms may include failure to perceive impending hazard, failure to perceive heat, failure to recognise need to leave the tub, unconsciousness and drowning;
- 4.2.4. have a responsible adult present at all times accompany children in the Hot Tub under the age of 16;
- 4.2.5. take care in removing and replacing the lid, the lid must always be replaced after use and removed totally when in use. Be careful when replacing the lid not to introduce grass and mud to the Hot Tub.



### Schedule 3 – Conditions regarding pets

#### 1. Permission to bring pets into the Property

1.1. The following list of Properties permit pets:

Property name	Fee charged per pet in GBP	Maximum number of pets permitted in Property
Cherry Tree Farmhouse	£35	2
Cornflower Cottage	£35	2
Lavender Barn	£35	2
Railway Cottage	£35	2
The Apple Treehouse	£35	2
The Railway Carriage	£35	2
The Treehouse	No pets	No pets

1.2. You agree to:

- 1.2.1. never leave any pet unattended in the Property or garden;
- 1.2.2. bring all pet bedding required and towels for drying the pet when required;
- 1.2.3. ensure that any pet is clean and dry before allowing inside the Property;
- 1.2.4. ensure that pets behave in such a manner as not to disrupt the enjoyment of other people staying in the vicinity or prejudice the reputation of the owner of the Property; and
- 1.2.5. pick up all dog mess from the garden.

1.3. You agree not to allow any pet:

- 1.3.1. upstairs or in downstairs bedrooms;
- 1.3.2. in the Pool area; and
- 1.3.3. on the furniture.

## **Schedule 4 – Conditions regarding Public Wi-Fi Access**

This agreement sets out the terms and conditions on which wireless internet access ("the Service") is provided free of charge to you, a guest of Lavender Hill Holidays Limited ("us") in consideration for your custom, your agreement to these terms and conditions and your agreement to allow us to send to you by e-mail our promotional and marketing material;

### **1. Extent of the Service**

1.1 We do not recommend in particular the use of any websites (or other internet related services) ("Internet Services") and your use of Internet Services is carried out entirely at your own risk.

1.2 We have no responsibility for, or control over, the Internet Services you access and do not guarantee that any services are error or virus free.

1.3 We have no responsibility for, or control over, the information you transmit or receive via the Service.

1.4 Save for the purposes of network diagnostics we do not examine the use to which you put the Service or the nature of the information you send or receive.<sup>2</sup>

1.5 We do not guarantee:

1.5.1 the availability of the Service;

1.5.2 the speed at which information may be transmitted or received via the Service; or

1.5.3 that the Service will be compatible with your equipment or any software which you use.

1.6 Whilst we take reasonable steps to ensure the security of the Service and to prevent unlawful access to information transmitted or received using the Service we do not guarantee the security of the information which you may transmit or receive using the Service or located on any equipment utilising the Service and you accept that it is your responsibility to protect your information and have adequate security (in terms of equipment and procedures) to ensure the security, integrity and confidentiality of your information and data.

1.7 We reserve the right at all times to withdraw the Service, change the specifications or manner of use of the Service, to change access codes, usernames, passwords or other security information necessary to access the service.

1.8 The service is provided for the purpose of checking emails and surfing the web to aid with the enjoyment of your holiday, it is not provided for the purpose of downloading films or music of any sort. We reserve the right to charge for what we consider excessive use.

### **2. Your Use of the Service**

2.1 You must not use the Service to access Internet Services, or send or receive e-mails, which:

2.1.1 are defamatory, threatening, intimidatory or which could be classed as harassment;

2.1.2 contain obscene, profane or abusive language or material;

2.1.3 contain pornographic material (that is text, pictures, films, video clips of a sexually explicit or arousing nature);

2.1.4 contain offensive or derogatory images regarding sex, race, religion, colour, origin, age, physical or mental disability, medical condition or sexual orientation;

2.1.5 contain material which infringe third party's rights (including intellectual property rights);

2.1.6 in our reasonable opinion may adversely affect the manner in which we carry out our business; or

2.1.7 are otherwise unlawful or inappropriate;

2.2 Music, video, pictures, text and other content on the internet are copyright works and you should not download, alter, e-mail or otherwise use such content unless certain that the owner of such works has authorised its use by you.

2.3 We may terminate or temporarily suspend the Service if we reasonably believe that you are in breach of any provisions of this agreement including but not limited to clauses 2.1 to 2.3 above.

2.4 We recommend that you do not use the service to transmit or receive any confidential information or data and should you choose to do so you do so at your own risk.

2.5 The Service is intended for consumer use only. In the event that you use the Service for commercial purposes we would specifically refer you to clause 5.2 below.

### **3. Criminal Activity**

3.1 You must not use the Service to engage in any activity which constitutes or is capable of constituting a criminal offence, either in the United Kingdom or in any state throughout the world.

3.2 You agree and acknowledge that we may be required to provide assistance and information to law enforcement, governmental agencies and other authorities.

3.3 You agree and acknowledge that we may keep a log of the Internet Protocol ("IP") addresses of

any devices which access the Service, the times when they have accessed the Service and the activity associated with that IP address

3.4 You further agree we are entitled to co-operate with law enforcement authorities and rightsholders in the investigation of any suspected or alleged illegal activity by you which may include, but is not limited to, disclosure of such information as we have (whether pursuant to clause 3.3 or otherwise), and are entitled to provide by law, to law enforcement authorities or rights-holders.

#### **4. Our Use of your Information**

4.1 Subject to clauses 3.3 and 3.4 above we confirm that we shall use the contact details you provide to us solely for the purposes of contacting you with marketing information, updates, promotions and special offers relating to our business.<sup>3</sup>

<sup>3</sup> It is important to ensure that this clause is complied with (or amended depending on how the data is used) and Data you collect is processed in accordance with the Data Protection Act and any mailings comply with the Privacy and Electronic Communications (EC Directive) Regulations 2003

#### **5. Other Terms**

5.1 You agree to compensate us fully for any claims or legal action made or threatened against us by someone else because you have used the service in breach of these terms and conditions, and in particular clause 2.1 to 2.3 and 3.1 above.

5.2 Whilst we do not seek to limit our responsibility for fraudulent misrepresentation or if you are injured or die as a result of our negligence we have no responsibility (to the extent permitted by law) to compensate you (whether or not we are negligent) for any direct financial loss, loss of profit, revenue, time, anticipated savings or profit or revenue, opportunity, data, use, business, wasted expenditure, business interruption, loss arising from disclosure of confidential information, loss arising from or in connection with use of the service or inability to use or access the service or a failure, suspension or withdrawal of all or part of the service at any time or damage to physical property or for any other similar direct loss that may arise in relation to this agreement whether or not we were advised in advance of the possibility of such loss or damage.

5.3 We agree that neither this agreement does not allow either party to act as, or hold themselves out as, acting as an agent of the other party and that that the terms of this agreement are not enforceable by a third party under the Contracts (Rights of Third Parties) Act 1999.

5.4 This agreement is governed by the law of England and Wales and is subject to the non-exclusive jurisdiction of the English courts.

## Schedule 5 – Conditions regarding the Coronavirus Pandemic

### 1. Your obligations on the Service End Date

- 1.1. Due to the Coronavirus Pandemic, you and we accept that we are operating in uncertain and unprecedented times. Our aim is to keep you and your Group safe and to ensure the safety of our staff.
- 1.2. At the end of your Rental Period on the check-out date, you shall (and shall ensure that your Group shall):
  - 1.2.1. strip each bed of its bed linen within the Property and places all bed linen including the mattress and pillow protectors in the linen bags left for you in the Property; and
  - 1.2.2. remove all rubbish and recycling from the Property and place the rubbish and recycling in the correct bins provided for you.
- 1.3. The obligations placed on you at Schedule 5, paragraph 1 above is for the protection of our staff.
- 1.4. If you and your Group fail to comply with the obligation under Schedule 5:
  - 1.4.1. paragraph 1.2.1, we shall retain £75 (seventy five GBP) from the Damage Deposit; and
  - 1.4.2. paragraph 1.2.2, we shall retain £30 (thirty GBP) from the Damage Deposit.

### 2. Use of the Pool during the Coronavirus Pandemic

- 2.1. In order to comply with government guidance we have procedures in place to best protect you (and your Group) and our staff when using the Pool. One of the mechanisms we have provided is allocated swimming slots for each Property permitted to use the Pool.
- 2.2. We have allowed for 15 (fifteen) minute grace periods between each Property's swimming slot in order to sufficiently clean the Pool area.
- 2.3. Please respect other guests and keep to the periods stipulated by us to you for your slot, whilst following the markers provided to direct you safely around our Pool and the Site.
- 2.4. Properties entitled to use the pool are listed in the table below:

Property
Cornflower Cottage
Cherry Tree Farmhouse
The Treehouse
The Apple Treehouse

#### Pool Timetable

Pool access date	Pool opening times
Tuesday to Thursday and Sundays	08:30 – 20:30
Mondays and Fridays	12:00 – 20:30