

## **1. Period of Hire.**

Letting commences from 3pm on the day of arrival and terminates at 10 am on the day of departure unless agreed in writing by the Owners in advance. Weekly hire is normally from Friday to Friday. Short break hire is normally Friday to Monday for weekend break and Monday to Friday for mid-week. The maximum period of let is 4 weeks. The property is let for holiday purposes only and only to the persons named on the booking form.

## **2. Booking & Payment.**

A firm booking is accepted following completion of the Booking Form and confirmation of availability. Unless otherwise stated, a deposit of £250, payable either by bank transfer, paypal or by cheque payable to the Owner "Paul Shearer", is required following confirmation of booking. The balance of the hire charge shall be payable two calendar months before the commencement of the letting period. If the balance is not received by this date then the Owners will be entitled to re-let for the period and the deposit will be forfeited by the Client.

For bookings made less than two months in advance, full payment is required at time of booking. Acceptable methods of payment are bank transfer, paypal, cheques drawn on a UK bank account. Once the booking is confirmed by the Owners the Client is responsible for the full hire charge. Currently, payments by paypal incur an additional 3.5 % handling fee.

## **3. Cancellations.**

Should a cancellation be made by the Client, the Owners will seek to re-let the property for the period of hire. If successful in doing so a refund (minus £35 handling fee) will be made, if not the deposit will be forfeited by the Client. If cancellation occurs less than two calendar months prior to hire then the entire hire fee will be forfeited by the Client. *We strongly advise you to take out holiday insurance.*

## **4. Availability.**

If the property cannot be made available for the period booked due to events beyond the Owners' control and the Owners are forced to cancel the booking, the whole of the hire charge will be refunded and the Client will have no further claim against the Owners. Clients are strongly advised to take out a Holiday Cancellation Insurance Policy.

## **5. Services.**

Use of electricity and gas for heat, light and cooking, bed linen and towels are included in the weekly tariffs. Please bring your own swimming towels.

## **6. Number of Persons and Purpose of using the property.**

You cannot allow more people to stay in the Property than expressly authorised as shown in the booking form, nor can you significantly change the makeup of the party during your stay in the Property, unless it has been arranged in advance and confirmed by the Owners. You cannot hire the Property for hen or stag parties and must have due regard to the Lower Mill Code of Conduct. If these conditions are broken, we can refuse to hand over the Property to you, or can require you to leave it. We will treat any of these circumstances as a cancellation of the booking by you. Subletting is strictly prohibited.

## **7. Complaints & Problems.**

Should there be any problem or cause for complaint during or after a period of letting, please contact our local contact or owners as soon as possible and we will attempt to rectify the problem

within reason. Details of contact will be provided with booking confirmation.

### **8. Loss, Breakages, Damage and Cleaning**

You agree not to cause any damage to the Property and its contents, nor to do anything that may be reasonably considered to cause a nuisance or annoyance to us or to any other occupier of adjoining or neighbouring properties as set out in the Code of Conduct. You agree to take all necessary steps to safeguard your personal property.

For the benefit of the next clients staying in the house, please advise us of any breakage or damage that occurs during your stay. A refundable damage deposit of £250 will be required at the time of final booking made payable to the Owner "Paul Shearer". We do not charge for breakages or damage which occur as a result of normal use, but reserve the right to take payment and, if necessary, demand further payment for damage, breakages and additional cleaning including cleaning of the BBQ which occur as a result of reckless or deliberate misuse.

### **9. Spa Pass Loss**

The Owners will provide you with two spa passes to use for the duration of your stay. These are strictly for Your use and those named in this rental agreement. You must leave the spa passes in the house on departure. Failure to do so will result in a deduction of £25 per pass from your damage deposit which covers the full cost of arranging new passes from the Artspa.

### **10. Care of Property.**

The Client shall take reasonable and proper care of the property, its furniture, pictures, fittings and effects in or on the property and leave them in the same clean and tidy condition and state of repair at the end of the letting period as at the beginning. The property will be cleaned after your departure but should be left in a reasonable state of tidiness and cleanliness and all furniture returned to its original position. Any additional cleaning over and above what is usually undertaken by our housekeeper will be charged for and deducted from the damage deposit.

### **11. Smoking**

Goose Nest House, including the balcony and decking, is strictly no smoking.

### **12. Pets**

Pets are not allowed (except Guide Dogs)

### **13. Use of Facilities at Lower Mill Estate**

The Lower Mill Estate provides the facilities such as the Spa and swimming pools at Lower Mill Estate. The Owner cannot be held liable for any loss of use of those facilities which are outside of the Owners control.

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 that there will be no stag or hen parties on the Estate. Failure to do so may result in early termination of your rental and deduction from the damage deposit. Please be aware that the Estate is surrounded by lakes and other water and Clients should pay due care and attention, especially ensuring the personal safety of any minor.

### **14. Liability.**

The Owners shall have no liability for any death, personal injury, damage or loss of personal property unless this results from our own negligence.

**15. Right of Entry.**

We reserve the right of entry to the property at all reasonable times for the purposes of inspection or to carry out necessary repairs or maintenance.

**16. Injury Loss or Damage.**

The use of the property and its equipment is entirely at the Client's risk and no responsibility can be accepted by the Owners for injury to the Client or a member of his or her party, not for injury loss or damage to their belongings, including motor vehicles. Client's Responsibility - The Client is responsible for the property and its contents which should be left clean and tidy at the end of the holiday, and breakages, damage or faults reported to the Owners.

**17. Contract.**

The Contract of Hire is between the Client and Paul and Madeleine Shearer, the Owners of Goose Nest, 33 Clear Water, Lower Mill Estate and is governed by the law of England and Wales and we both agree that any dispute, matter or other issue which arises between us will be dealt with by the Courts of England and Wales.

## **Lower Mill Estate Code of Conduct**

Lower Mill Estate is a nature reserve and family environment with a mix of owners and their families as well as a 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 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 or lanterns – there are local organised events around bonfire night and we have a big party at New Year instead

### **Wildlife & Nature Reserve**

- Please do not feed any wild animals, wildfowl or grazing animals
- If you plan to fish please read the Fishing rules first (on notice boards or at Estate office)
- 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 during this period
- 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 & Estate Facilities**

- **Speed Limit is 10 mph throughout the Estate**
- Please be aware there are children playing and pedestrians throughout the Estate – a walking pace speed is ideal

- Entry onto the lakes is not permitted unless wearing suitable buoyancy aides.
- 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
- It is advised to have a torch with you when walking in unlit or dark areas on the Estate.
- For those houses that have access to the Spa – please ensure you have your passes. Please take care not to allow other people into the Spa.
- 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 changing rooms, which can get crowded.
- Please abide by the home-owner only and adult only time for the Spa and Mill Village pool
- No towels to be left on loungers when person concerned is not in the Spa or Mill Village pool

### **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 General Manager has the power to evict for breach of rules
- If you are disturbed by other guests please contact the Estate office on 01285 869184
- You should not exceed maximum overnight occupancy as identified in your contract with the owner

**Please read the full rules in the house welcome pack and ensure you and all your guests/family are aware of the Estate rules and comply with them**