

Terms and Conditions

Brompton Lakes, Easby, Richmond, North Yorkshire DL10 7EJ

1. CONTRACT

Brompton Lakes arranges short term holiday rentals. The Contract for the letting of the property is between Brompton Lakes and the Client. The Contract will be entered into and becomes legally binding when Brompton Lakes issues the confirmation form and the contract is at all times subject to all the Booking Conditions. The Client should check the confirmation form carefully and notify Brompton Lakes immediately in case of any discrepancy or mistake.

2. PAYMENT

A deposit of one third of the rental fee is payable immediately upon the making of the booking, if the booking is made more than 8 weeks before the start of the rental. The balance shall be payable 8 weeks before the commencement of the rental. The booking will not be confirmed until the deposit is received. Non payment of the balance of the rent on or before the due date shall be construed as a cancellation of the contract by the Client. For bookings made less than 8 weeks before the commencement of the rental the total fee is payable. For bookings made less than 3 weeks before the commencement of the rental, no cheques can be accepted, and payment should be made in cleared funds ie. by credit card or debit card. All payments shall be made to Brompton Lakes at the address on the Booking Form. A surcharge of 1.75% will be made to all credit card payments. Debit cards are free to use.

3. CANCELLATION

Any cancellation made by the Client for whatever reason shall be in writing and addressed to Brompton Lakes at the address on the Booking Form. On receipt of notice of cancellation, Brompton Lakes will use its reasonable endeavours to seek to re-let the property for the period of the booking. If Brompton Lakes succeeds in re-letting the property for the whole period it shall refund all the monies paid less an administrative charge of £25 (inc VAT) per booking. If Brompton Lakes only succeeds in re-letting the property for part of the period booked it shall refund an amount equal to the money paid by the Client less (1) the rental for the period which is not re-let and (2) an administrative charge of £25 (inc VAT). If Brompton Lakes is unable to re-let the property at all then all monies paid by the Client shall be forfeit to Brompton Lakes. Brompton Lakes strongly recommend clients take out Cancellation Insurance and further details relating to this are set out in paragraph 16. Should a cancellation be made which does not qualify under the terms of the Cancellation Insurance the Client remains liable for payment in full for any monies paid in accordance with the Booking Conditions.

4. CHANGES OF DATE

Brompton Lakes Limited may consider a request from a Client 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: if (1) the property is available for the period requested (2) the request is received more than 8 weeks prior to the commencement of the rental; and (3) the Client pays an administration fee of £25.00 (inc VAT) and any additional sums due in respect of any higher prices for the relevant period. See also 'paragraph 16 – Cancellation Insurance'.

5. VAT

VAT is included in the rental fee where applicable at the rate applicable on the date of the payment.

6. PERIOD OF HIRE

Rentals commence, unless otherwise notified, at 4.00 pm on the day of arrival and terminate at 10.00 am on the day of departure. On selected properties for a 2-night weekend stay (Friday and Saturday nights) guests may be permitted to extend their stay as follows: From 1st October until the end of Low Season: until 6pm on Sunday. **Late departures must be pre-arranged at the time of booking.**

7. USE OF PROPERTY

The number of persons occupying a property must not exceed the maximum number stipulated in the brochure. The property shall be used for personal and domestic purposes only. The property shall not be used for any commercial purposes without the written consent of Brompton Lakes. Brompton Lakes reserves the right to refuse entry to the entire party if this condition is not observed, and generally in the case of any breach of these Booking Conditions by the Client where Brompton Lakes consider such exclusion is reasonable.

8. ELIGIBILITY

Brompton Lakes Limited reserves the right to refuse bookings from a) groups of people under the age of 21 and/or b) hen or stag parties.

9. COMPLAINTS

Should there be any cause for complaint during the occupation of the property it must be notified promptly to Brompton Lakes and in case of serious problems confirmed in writing.

10. BREAKAGES OR DAMAGE

The Client is legally bound to reimburse Brompton Lakes (The Owner) for replacement, repair or extra cleaning costs incurred as a direct result of the Client's use of the Property on demand.

11. CARE OF THE PROPERTY

The Client 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 rental period as at the beginning. The Client shall abide by all instructions with regard to the use of the property and its fixtures and fittings as notified to the Client by Brompton Lakes.

12. PETS

Dogs are welcome in most lodges (except Lola, Jasper, Rebecca and Jules) but clients should check the property details and specify that they wish to bring a pet at the time of booking so that we can confirm whether or not a dog will be permitted. No pets other than dogs are permitted. Dogs are to be properly controlled and supervised at all times. They must not be left unattended at the property. Dogs are not permitted in any of the bedrooms or on any of the furniture and we therefore advise guests to bring a pet basket. Clients must clean up after all dogs inside and outside of the property, or they will be charged for extra cleaning costs. Registered guide and hearing dogs belonging to those with visual and hearing impairments are allowed in all dog-friendly Lodges without charge. Guests with allergies should be aware that we cannot guarantee that there have been no dogs previously kept at the property, nor can we accept any liability for any suffering which may occur as a result of such pets having been present. An extra charge of £10.00 per dog, per stay is applicable. A maximum of two dogs will be allowed per stay.

13. LIABILITY

13.1 The following provisions set out the entire liability of Brompton Lakes (including any

liability for the acts or omissions of its employees, agents and sub-contractors) to the Client in respect of: (1) any breach of these Booking Conditions; and (2) any representation, statement or tortious act or omission including negligence arising under or in connection with the Contract.

13.2 All warranties, conditions and other terms implied by statute or common law are, to the fullest extent permitted by law, excluded from the Contract.

13.3 Nothing in the Contract excludes or limits the liability of Brompton Lakes for death or personal injury caused by Brompton Lakes' negligence or fraudulent misrepresentation.

13.4 Subject to clauses 13.2 and 13.3: (1) Brompton Lakes total liability in contract, tort (including negligence or breach of statutory duty), misrepresentation or otherwise, arising in connection with the performance of the Contract shall be limited to a sum equal to three times the rental fee; and (2) Brompton Lakes shall not be liable to the Client for any type of indirect or consequential loss or damage, costs, expenses or other claims for consequential compensation whatsoever (howsoever caused) which arise out of or in connection with the Contract. Save for any rights under these Conditions and the Contract which may be exercised by Brompton Lakes, no term of the Contract is enforceable under the Contracts (Rights of Third Parties) Act 1999 by a person who is not a party to the Contract. Without prejudice to the foregoing, if the property which the Client has booked becomes unavailable or un-useable for some reason prior to the date of booking, then Brompton Lakes' obligation will be to (1) use their best endeavour to find a suitable alternative property, or failing which (2) to reimburse the Client for any monies paid. Notwithstanding any other provision of this Contract, neither Brompton Lakes nor the Owner shall jointly or individually be deemed to be in breach of this Contract or otherwise be liable to the Client, for any delay in performance or the non-performance of any of their respective obligations under this Contract, to the extent that the delay or non-performance is due to any act or circumstance beyond their reasonable control, and the time for performance of that obligation shall be extended accordingly. Force Majeure, of the nature of which this clause is intended to cover, includes without limitation fire, flood, exceptional weather conditions, epidemics, destruction and damage of the Property by any cause other than negligence of the Owner or Brompton Lakes, and all similar situations. No compensation, costs, expenses or other sums of any description (including without limitation the cost of securing an alternative property/accommodation) will be payable in such circumstances by either the Owner or Brompton Lakes to the Client.

14. WARRANTIES

Brompton Lakes does not warrant and is not responsible for the accuracy of any verbal information given or statements made by its employees, agents or the owners of the properties.

15. RIGHT OF ENTRY

Brompton Lakes 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.

16. CANCELLATION INSURANCE

Cancellation insurance is not compulsory, but strongly recommended by Brompton Lakes.

CANCELLATIONS MUST BE NOTIFIED TO BROMPTON LAKES IN WRITING. Should cancellation be made which does not qualify under the terms of Cancellation Insurance, the Client remains liable in accordance with paragraph 3 of the Booking Conditions. Brompton Lakes operates a Cancellation Insurance scheme which is optional for clients. Cancellation Insurance can be provided at £3.50 per night or £20.00 for 7 nights or multiple thereof. Clients who participate will have the right to cancel or postpone without incurring charges.

17. COMMUNICATING WITH THE CLIENT

For the purposes of the Data Protection Act 1998, Brompton Lakes is the sole data controller of all personal data provided to Brompton Lakes by Clients and prospective Clients. In order to process a booking Brompton Lakes needs to collect certain personal data details from the Client, for example names and addresses of party members, credit/debit card or other payment details, special requirements, such as those relating to a disability or medical condition which may affect any party member's holiday arrangements. If Brompton Lakes needs any other personal details, the Client will be told before they are obtained. Brompton Lakes needs to pass these details on to other parties and organisations who need to know them so that the holiday rental can be provided, for example, the credit/debit card Company or bank, the insurance Company if the Company's recommended cancellation insurance policy is purchased or for verification of details relating to your holiday rental. Brompton Lakes also needs to process and store Clients' personal details for its own administration, market analyses and operational reviews. Brompton Lakes would also like to store and use personal details for future marketing purposes (for example, sending brochures, details of promotions, or offers which Brompton Lakes feels may be of interest). All details given to Brompton Lakes at any time will be kept, but only names, contact details and the booking preferences will be used for marketing purposes unless the Client is informed otherwise when the information is provided. Brompton Lakes will respect the privacy of personal data and will comply with all relevant and current data protection legislation. Without written consent Brompton Lakes will not make its mailing list or Clients' personal data available for marketing purposes and unless required to do so by a Court of Competent jurisdiction it will not disclose personal data to anyone. Brompton Lakes can however supply promotional offers from third parties.