

The Lodge at Colmer : Terms and conditions (2023 season)

The following terms and conditions apply to all bookings made at the Lodge.

1. Provisional reservations can be accepted by telephone or email, and must be confirmed within 5 working days by our receipt of a deposit of 35% of the total holiday price.
2. The Owner reserves the right to refuse to accept a Booking and, in this event, any fees paid will be refunded. Bookings are normally accepted for family groups only, not groups of young people or all male or female parties.
3. Once confirmation of the booking has been issued by the Owner, the Hirer is responsible for the total advertised price shown on the booking form.
4. For bookings made less than 60 days before arrival the total amount of rental is payable.
5. The final balance is to be paid 60 days before the start of the booked holiday. Overdue payments of more than 10 days may be treated as cancellations.
6. A £200 returnable security deposit is also to be paid with your final balance.
7. Any cancellation must be in writing / email. The deposit is then forfeited and the hirer remains, as stated in Paragraph 3, liable for the full balance of hire. Should the Lodge be re-let, the balance will normally be refunded less a charge of £50 for any additional expenses incurred.
8. Unless otherwise agreed guests may arrive at any time after 3.00 pm on day of arrival, and must vacate the cottage by 10.00 am on day of departure.
9. Pets allowed by specific arrangement only.
10. Smoking is not permitted in the Lodge.
11. The Owners will not be responsible for injury to guests or third parties, or for loss of, or damage to their belongings. If you wish to insure against these eventualities, please arrange as necessary.

12. No more than six people (plus a baby) may occupy the Lodge at any time during the period of the let.
13. The owners or contractors working on their behalf reserve the right to enter the Lodge at any time during the let for inspection or repairs, to take repossession of the accommodation if, in their opinion, any party acts in a manner which is prejudicial to the well-being and comfort of any neighbours.
14. If the accommodation is not available as a result of any eventuality outside the Owners' control, the Owners will make a full refund but the Hirer shall have no further claim against the Owners.
15. The Hirer is responsible for the property and is expected to take all reasonable care of it. The property (including all equipment, utensils, etc) must be left clean and tidy at the end of the hire period. The security deposit is held against any charges incurred as a result of any breach of these conditions, such as breakages, damage, stains, missing items, significant additional cleaning etc. Where no liability for charges is incurred, the security deposit will be returned within 14 working days.
16. Outlined below (Appendix 1 & 2) are some rules to help with safety of the Colmer Estate. By making this booking, you confirm that you have read these safety rules, and that you will ensure everyone in your party is aware of them and complies with them.
17. In the event of any complaint, you must immediately notify the Owner so that an on-the-spot investigation can be made during the tenancy. Under no circumstances will compensation be paid or correspondence entered into in connection with complaints raised after the property has been vacated.
18. The tenancy created by this agreement is a Holiday Let within paragraph 9 of Part 1 to Schedule 1 of the Housing Act 1988.
19. The Hirer is responsible for all members of the party and is liable for any damages caused to The Colmer Estate, its facilities and amenities (i.e. furniture, games equipment, indoor pool etc).

APPENDIX 1 : POOL SAFETY (APRIL 2022)

Outlined below are the safety rules for use of both the indoor and outdoor pools on the Colmer Estate. By making a booking at the Lodge, you acknowledge these rules, and agree to be bound by them for the duration of your stay on the Colmer Estate.

COLMER - POOL SAFETY (APRIL 2022)

1. Pools are private - for the use of owners and their guests only.
2. Pools are unsupervised – there are no lifeguards.
3. Pools used at swimmer’s own risk.
4. All children under 16 must be supervised by an adult.
5. Be aware of changes in depth throughout pools.
6. No un-supervised / solo swimming.
7. No glass or crockery to be taken to the pools – only plastic.
8. Toddlers must wear water proof nappies.
9. Enter the water safely.
10. No running, jumping, diving, summersaults or bombing.
11. No animals in the pools.
12. Emergency phone in indoor pool building - call 999.
13. First aid box in indoor pool building.

APPENDIX 2 : COLMER ESTATE SAFETY (APRIL 2022)

Outlined below are the safety points about the Colmer Estate. By making a booking at the Lodge, you acknowledge these points, and agree to be bound by them for the duration of your stay on the Colmer Estate.

ESTATE SAFETY (APRIL 2022)

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COLMER – ESTATE SAFETY

1. Welcome to the Colmer Estate - a collection of 20 privately owned holiday cottages, set in 28 acres of rugged natural woodlands, lakes, fields and streams.
2. The estate is a working environment - you'll often see the Grounds Manager, Facilities Manager, tree surgeons, cleaning staff and shepherds coming and going. Do say 'hello' to them, but please take extra care of yourself and your children when walking around the estate.
3. We have many trees on the estate - woods, forests and copses. Please feel free to explore them all, but do keep in mind that these are natural places and unpredictable environments. They can be dangerous and children should be supervised closely. Avoid 'hanging' trees and branches, especially in windy conditions.
4. There are various wood piles around the estate as throughout the year trees get felled and trimmed. These are very dangerous and are NOT playgrounds. Please do not climb on them.
5. The lake is at the centre of the estate - a haven for wildlife, birds and fish. There is deep silt around the edges of the lake and uneven ground, so do take care. There should be NO SWIMMING in the lake for people or animals. Children should always be supervised around the lake.
6. Occasionally there will be livestock in some of the fields on the estate. Please avoid these fields and do not disturb or feed the animals.
7. Many of the paths and steps throughout the estate are uneven - please take extra care when using them, especially in the dark.
8. The age and layout of the estate means that there are some buildings, walls, driveways and steps are rugged, bumpy and fragile. Please take extra care when using them, especially in the dark.
9. The walled garden is a great place for children to play - please supervise children, and highlight the hazards to them.
10. The Gunneria walkway is a great place to explore – but the ground and board walks are slippery and uneven, so please take extra care when walking here.

11. For the safety of all guests and animals please keep dogs on a lead whilst on the estate.
12. There are some maintenance areas and sheds that contain dangerous equipment - these are marked as 'out of bounds' and should not be accessed by guests.
13. There are baited rat traps around the estate – mostly tucked away out of sight. Please keep children and animals away from them.
14. TCEF Ltd, and property owners take no responsibility for injury or loss caused by use of the communal facilities on the estate, or by the failure to adhere to the estate rules and safety notices.