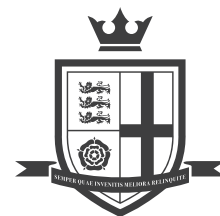


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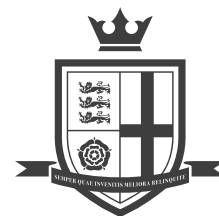
TERMS & CONDITIONS



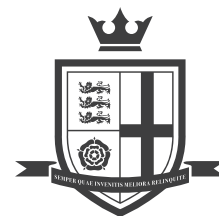
1. Definitions

In these conditions, unless the context requires otherwise:

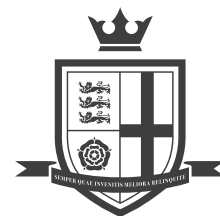
- 1.1. 'Company' means Cark Manor Limited of Cark Manor, Cark in Cartmel, Grange Over Sands, LA11 9PG. Company number: 11007711
- 1.2. 'The Renter' means You, the person renting the property
- 1.3. 'Company's Website' means the Company's website at www.carkmanor.com
- 1.4. 'The Property' means Cark Manor, Cark in Cartmel, Grange Over Sands, LA11 9PG
- 1.5. 'Balance' means the total amount payable by You for the Rental Period less the amount of the Booking Deposit, if any, paid in accordance with Clause-4
- 1.6. 'Booking Deposit' if your booking is made more than three months before the Rental Date; means a deposit which will be payable by You to the Company on acceptance of the booking in accordance with Clause-4
- 1.7. 'Booking Form' means the form provided by the Company in which you provide information with respect to your booking and requirements and make an offer to the Company in accordance with Clause-4
- 1.8. 'Business Days' means 8.30a.m – 5.00p.m on any day (other than a Saturday or Sunday or Public Holiday)
- 1.9. 'Cautionary Deposit' means the deposit to be paid by You as security against any damages and/or any requirement for additional cleaning, whether discovered during the Rental Period or after your departure, as further described in Clause-5
- 1.10. 'Conditions' means these terms and conditions;
- 1.11. 'Contract' has the meaning given in Clause-2.
- 1.12. "Force Majeure Event" means any circumstance not within a party's reasonable control including, without limitation:
 - (a) acts of God, severe floods, droughts, earthquake or other natural disaster
 - (b) epidemic or pandemic including any yet unknown effects of the Covid-19 pandemic.
 - (c) terrorist attack, civil war, civil commotion or riots, war, threat of or preparation for war, armed conflict, imposition of sanctions, embargo, or breaking off of diplomatic relations
 - (d) nuclear, chemical or biological contamination or sonic boom
- 1.13. 'Property' means the property let or to be let to you



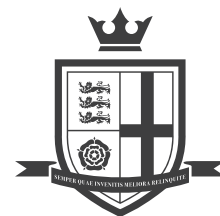
- 1.14. 'Rental Date' means the date on which the first night of the Rental Period begins;
- 1.15. 'Rental Period' means the number of days for which the Property is agreed to be let to You in accordance with the Booking Form.
- 1.16. 'Written Confirmation of Rental' has the meaning given in Clause-2.4.
- 1.17. 'You' shall mean the person who completes and submits the Booking Form and to whom the Company lets the Property under the Contract;
- 1.18. 'Exclusive Partners' those businesses that may be available to provide services to you
- 1.19. 'House Manager' means the person responsible for the property and to whom you should address any and all concerns during your stay
2. Basis of Contract
 - 2.1. The submission of the Booking Form by You constitutes an offer to take a letting of the property in accordance with these Conditions.
 - 2.2. You are also responsible for ensuring compliance of all the Conditions and the Contract by all members of you party. 'You' shall also mean any member of your party, unless stated otherwise.
 - 2.3. At the time of booking You must be over the age of 18 and you must be in attendance at the Property for the duration of any period in which any member of the party is in occupation of Property.
 - 2.4. Your booking of the Property shall only be deemed accepted by the Company upon Written Confirmation of the following, at which stage a contract will be made between You and the Company ('Contract'):
 - 2.4.1 confirmation that You are over the age of 18 (and the Company reserves the right to ask You and any member of your party for certified photographic ID to confirm the same, copies of which may be retained by the Company for as long as is reasonably necessary);
 - 2.4.2 receipt by the Company of the Booking Deposit, or if booked less than three months before the Rental Date, payment in full;
 - 2.4.3 and receipt by You of written confirmation by the Company that the above matters have been concluded and that the Property is available ('Written Confirmation of Rental')
 - 2.5. By submitting the Booking Form, You confirm that You will assume responsibility for the whole party and for compliance with these Conditions and Contract.
 - 2.6. Any disputes or queries with respect to these Conditions, or any other matter will be dealt with by You as the party leader.



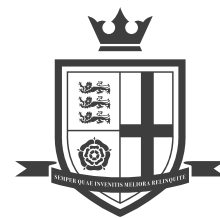
- 2.7. Save where refusal would be unlawful, the Company, has the right to refuse any Booking, without reason.
- 2.8. The Contract creates a license to occupy for the purposes of a holiday, not for any business purpose and nothing in the Contract or these Conditions shall create the relationship of landlord and tenant between You and the Company
- 2.9. The Company provides no promise with respect to the quality of services provided by third parties at the Property including, but not limited to, internet service, telephone reception and television reception.
- 2.10. The maximum number of occupants at the Property at any one time shall be 20.
- 2.11. At the time of booking you must provide the Company with a list of the occupants in your party, which must include the name, address, and age of each person. Should this list change at any time prior to the Rental Date, you must inform the Company immediately and this must be no less than seven days before the check in date. You will also provide them with an updated list of occupants. The Company may withhold consent to the change if, in their reasonable opinion, the change is materially detrimental to them.
- 2.12. If during the Rental Period the persons occupying the Property during the Rental Period varies from the list provided by You, and the company has not consented to the change, the Company may by written notice to You, immediately terminate the Contract without liability and gain access to the Property in accordance with Clause-9 and 10 below.
- 2.13. If the nature of your stay differs from that stated in your Booking Form and the Company has not consented to the change, the Company may by written notice to You, terminate the Contract without liability and gain access to the Property in accordance with Clause-9 and 10 below
3. Advertisement of the Property
- 3.1. The Company makes all reasonable attempts to ensure that the information provided in relation to the Property and services are accurately stated on all literature, including the Company's Website.
- 3.2. Where the Company has suggested local attractions, these are provided for information purposes only and the Company cannot be responsible for any lack of availability of local attractions during the Rental Period.
4. Booking and Payment
- 4.1. A Booking Deposit will be payable by You, to the Company on acceptance of the booking. If your booking is made more than three months prior to the Rental Date, the amount shall be 33 % of the total cost of the Rental Period. The Booking Deposit is non-refundable unless The Company is successful in re-letting the property for those dates pursuant to Clause-9.5.



- 4.2. For bookings made less than three months before the Rental Date, the total rental fee will be payable in full, on submission of the Booking Form.
- 4.3. Any and all bookings over seven nights, but less than fourteen nights, will have one complimentary bed linen and towel change free of charge. The date and time will be organised directly with the guest in advance.
- 4.4. Any and all bookings less than seven nights can request bed linen and towels changes, which will be charged at the below rate.
Minimum of four hours per housekeeper at £25.00 per hour
Bed linen and towel change at £35.00 per bedroom
- 4.5. The Company shall, where applicable, send you written confirmation by email of the Balance to be paid by You in full, three months prior to the Rental Date. Such payment must be made by You within seven days from the date of the written confirmation. For the Cancellation policy and any special Covid 19 policies to apply, You must make payments within the schedule as set out here.
- 4.6. Should the Balance not be paid by You pursuant to Clause-4.3 above, the Company reserves the right to terminate the Contract by notice in writing and without further liability to You. This will be deemed as a Cancellation by You and as such the usual Cancellation terms will apply under Section 9.
- 4.7. For details of how to pay, You are referred to the section of the Booking Form titled "Paying for your Booking".
- 4.8. All payments shall be made by You in Pounds Sterling.
5. Cautionary Deposit and Indemnity
- 5.1. A Cautionary Deposit is payable by You and should be paid no later than one month before the Rental Date. Such payment must be made by You within seven days from the date of the written request from The Company. Should the payment not be paid by You the Company reserves the right to terminate the Contract by notice in writing and without further liability to You.
- 5.2. The amount of the Cautionary Deposit to be paid by You is £5000.00
- 5.3. The Company is entitled to use the Cautionary Deposit in the following circumstances:
- 5.3.1 - should You or any member of your party damage the Property, or any equipment or fittings at the Property, or leave it in a condition where additional cleaning is required;
- 5.3.2 - should You or any member of your party be in breach of any of these Conditions:
- 5.3.3 - should the Company be required to remedy any damage caused to the Property during the Rental Period;



- 5.4. The Company will contact you within seven Business Days after the end of the Rental Date to advise you whether the full amount of the Cautionary Deposit will be refunded to you or whether the Company intends to make a claim for any damage against the Cautionary Deposit.
- 5.5. Should a claim be made by the Company, details of such claim will be provided to You within 14 days of the expiry of the Rental Period. Any disputes or queries with respect to the claim must be received from You within 14 days of the claim notification from the Company.
- 5.6. Should the Cautionary Deposit provide an insufficient remedy, the Company shall have the right to recover any sum from You so as to make up any shortfall.
- 5.7. In the event that You or any member of your party causes severe damage to the Property which results in the Company having to cancel subsequent bookings and/or pay compensation to any person due to the Property being left in an uninhabitable state by You, or which reduces the services offered to subsequent guests, You shall indemnify the Company in full for any loss incurred by them which the Cautionary Deposit does not cover.
6. Duration and Term of Rental
- 6.1. The letting will commence on the Rental Date and continue for the duration of the Rental Period and shall terminate on the last day of the Rental Period in accordance with this Clause-6.1 and 6.2 below and the Written Confirmation of Rental.
- 6.2. Check in and check out times for The Manor will be as follows:
- Check in no earlier than 4.00pm
- Check out no later than 10.00am
- There may be some occasions where late check out is possible on request and if so, this could be extended to 4.00pm on that day. In this case the extra cost will be £1000.00. This will need to be paid in full before the end of the stay and for the avoidance of doubt cannot be deducted from the Cautionary Deposit.
7. Your Obligations with respect to the Property and its use
- 7.1. You confirm that the information you have provided to the Company is true, accurate, current and complete in all respects and that should any information provided change, you will notify the Company immediately. The Company shall not be liable if any incorrect information provided by You, results in them being entitled to terminate the Contract.
- 7.2. You promise to the Company that the nature of your stay is the same as described in the Booking Form. Should it vary, the Company shall have the right to terminate the Contract with you immediately in accordance with Clauses 8 and 9.



7.3. You agree to:

- 7.3.1 not cause any damage to the Property, including all furniture and fixtures and fittings;
- 7.3.2 keep the Property and all furniture, fixtures and fittings in the same state as repair as to which you found them at the commencement of the Rental Period
- 7.3.3 leave the Property in the same state of cleanliness as that in which You found it at the commencement of the Rental Period;
- 7.3.4 keep all furniture as you found it, so as to not remove it from the place that it was originally placed or place it back to its original place prior to the end of the Rental Period. You will be liable for any damage caused by You in this respect;
- 7.3.5 report any damage at the Property on your first day of arrival to the House Manager
- 7.3.6 report as soon as possible to the Company's House Manager, any breakages or damage caused by You or your party during the Rental Period;
- 7.3.7 not to undertake any repairs of any kind to the Property, furniture and fixtures and fittings yourself;
- 7.3.8 not to use the Property for any illegal purpose or take any illegal substance thereon; and
- 7.3.9 abide by the Conditions.

8. Company Exclusive Partners

- 8.1 The company has selected a number of partners it works with on an exclusive basis. Booking at the property give you access to these partners but in no way guarantees they can provide any services. This will be dependent on the timing of your stay, their availability and you agreeing the cost for the services.

The company operates a very transparent system whereby it will introduce you to it's partners upon request, but the company takes no fee for doing so, nor does it take any commission or fee for any services they may agree to provide. Therefore, all dealings regarding any such products or services and payment for such will be directly between you and the partner.

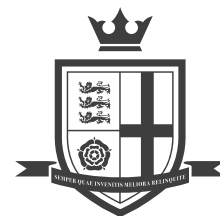
We however, give no guarantee regarding the delivery of their goods or services and any problems must be resolved directly with them.

9. Cancellation policy

- 9.1. Once Written Confirmation of Rental has been provided by the Company, you are responsible for the Balance.

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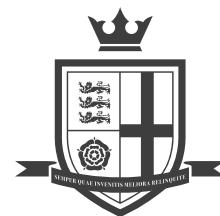
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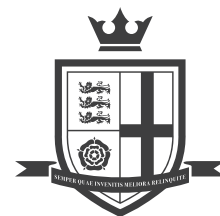
- 9.2. You may cancel your booking at any time; however, You will not be entitled to reimbursement of the monies paid as a deposit, as this is deemed non-refundable. If your Arrival date is less than three months away the balance will still be due to us.
- 9.3. Cancellation of your booking must be made by You in writing and sent to the Company at dena.moth@carkmanor.com
- 9.4. Once cancellation has been confirmed by the Company, your booking of the Property will be deemed cancelled.
- 9.5. Upon confirmation by the Company of the cancellation of your booking, the Company will seek to re-let the Property for the full Rental Period. If we do not succeed in re-letting your stay your full Booking Deposit will be kept by us. In the event that you are less than three months from the Arrival date and for some reason the balancing payment has not been made, then payment will be due and you will be invoiced for this amount.
- 9.6. In the event that the Property becomes unavailable for any reason not covered by Clause 9.7 below (Covid-19 Pandemic Specific Cancellation Policy) the Company has the right to cancel your booking and we will arrange a refund to You. Covid-19 cancellations are covered by Clause-9.9
- 9.7. The Company reserves the right to terminate the Contract, or refuse to hand over to you the Property, at any time where there are reasonable grounds to suspect that:
- 9.7.1 - you or your party are likely to breach any of the Conditions in terms of the number of persons staying at the Property, or their age;
- 9.7.2 - you have provided incorrect information with respect to your booking; and
- 9.7.3 - you have behaved in a vexatious, abusive or unlawful manner towards the Company, any third-party supplying services to the Property or any neighbours of the Property.
- 9.8. The above actions as stated in Clause- 9.7 above shall constitute a breach of contract by You and the Company shall consider the booking as cancelled by You. In these circumstances, the Company shall not be liable to You in any respect and You shall not be entitled to a refund of any monies.
- 9.9. Covid-19 Pandemic Specific Cancellation Policy

For the following policy to apply you must pay your balance in line with the terms set out in Clause-4. Non-payment of your rental balance by the payment due date will result in the cancellation and therefore Clause's-9.1 to 9.10 inclusive will be applied to your booking.

- 9.9.1 if your booking has to be cancelled because your booked Property is put under Government Restrictions and has to close and the period of closure covers your Booking, you will be offered a full refund or change of date.



- 9.9.2 if you cannot leave your primary residence because of a local or regional lockdown, but the Property is open for business, you will be able to choose new dates for your Booking
- 9.9.3 in the event you need to cancel your booking for your own reasons (which would include but is not limited to, part of the group is self-isolating, in quarantine, shielding or is sick with coronavirus, altered or cancelled flights or other disruption to travel plans) You would return to our normal cancellation policy as set out earlier in Clause-9. We would be able to offer a change of date or refund on the basis that the stay is re-let to someone else.
- 9.9.4 if Government Restrictions are imposed that will radically alter the nature of your stay and the Rental Date is less than three months away, then in agreement with the Company you would be offered a change of date subject to availability.
- 9.9.5 if choosing new dates, any price difference will be paid by You and equally any reduction in price for less favorable dates, will be reimbursed to You. Dates will be in agreement with the Company and subject to availability.
- 9.9.6 we suggest purchasing Travel Insurance in relation to this issue. There are now a number of insurance policies that include cover for illness with coronavirus, self-isolation and quarantine. A lot of bank annual travel policies also cover this. Alternatively, you can look for suitable cover on Comparison Sites.
- 9.9.7 refunds offered for rental charges will be returned to you upon request
10. Right of re-entry and right to evict
- 10.1. The Company is entitled to enter the property, without providing You with prior notice in the following circumstances:
- 10.1.1 - in an emergency, to include where repairs are required to be carried out due to a report made by You or damage caused by You; or
- 10.1.2 - should you be in breach of any of these Conditions or the Company, the Company or the Company's Representative has reasonable grounds to believe that you are in breach of these Conditions and of the Contract; or
- 10.1.3 - the Company or the Company have received reports from a third party that may lead to you being in breach of these Conditions or Contract.
- 10.2. The Company or the Company's Representative is allowed to enter the property to inspect it, including but not limited to where you have complained about the property, but must give reasonable notice.



- 10.3. Should re-entry be required on the basis that you are in breach of these Conditions, no notice of re-entry is required, and you may also be required to leave the Property immediately at the request of the company in which case the Contract between You and the Company shall terminate immediately, with no compensation or liability being owed to You by either the Company.
- 10.4. Should access be required pursuant to this Clause-9 You agree not to obstruct the re-entry of the Company and/or the Company's Representative (to include workmen) to the Property.
11. Noise Policy
- 11.1. We ask all guests to show consideration to the environment and to the neighbours of the Property in all manners and at all times.
- 11.2. The noise policies vary depending on the use of the Property and Property being rented.
- 11.3. The following restrictions apply to the Property in respect of noise and apply between the hours of 10pm and 9am everyday
- 11.3.1 - you or any member of the party, must not take radios, CD players or other sources of music outside of the Property;
- 11.3.2 - you will not turn up the music within the Property to provide music outside
- 11.3.3 - you must limit any loud music playing inside the Property so it cannot be heard outside.
- 11.3.4 - show consideration for the neighbours of the Property in the early morning and late evening; and
- 11.4. Whether or not a noise policy is in place, the Company and Company expects that You and every member of your party will undertake to:
- 11.4.1 be considerate to the neighbors of the Property at all times and more specifically during the early hours of the morning and late evening; and
- 11.4.2 ensure that any deliveries or taxis are provided with clear directions to the Property so as not to inconvenience any neighbouring properties.
- 11.5. Should You be in breach of any of the conditions set out in this Clause-11 and the Company have received a complaint by a third party, the Company will provide you with a written warning and an opportunity to remedy the breach in the first instance.
- 11.6. Should you fail to observe the conditions set out in this Clause-11 and warning has been given as set out in Clause-11.5 above, the Company shall have the right to ask you to leave the Property immediately thus terminating the Contract and in such a case neither the Company shall be liable to You for any reimbursement of any monies paid, including the Cautionary Deposit.

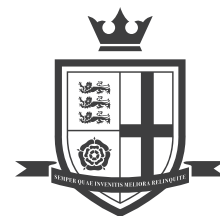


12. Pet Policy

- 12.1. For the avoidance of doubt, this policy applies to all pets and not just dogs.
- 12.2. If you wish to bring any pet, you must notify the Company at the time of booking on the Booking Form. It is your responsibility to ensure that Company are aware at the time of booking that you are bringing pets.
- 12.3. Should you bring a pet, You must comply with the following conditions:
 - 12.3.1 - not allow the pet upstairs, on the bed or other furniture;
 - 12.3.2 - the pet must sleep downstairs either in the utility room or another appropriate room with hard surface flooring;
 - 12.3.3 - you must supply your own pet bed, food and any other pet amenities;
 - 12.3.4 - any fouling at the Property must be cleared up by you without delay and disposed of accordingly;
 - 12.3.5 - the pet must not be left alone at the Property at any time and must go with you whenever you leave the Property;
 - 12.3.6 - you must ensure that the pet is free from parasites before the Rental Date, failure to do so may incur further charges which the Company is entitled to recover from you in full;
 - 12.3.7 - where there are other properties near the house, dogs should be kept on a leash; and
 - 12.3.8 - you must be mindful of other people and animals, including livestock, in the vicinity so as not to allow your pet to become a nuisance.
- 12.4. Should any of the conditions stated in Clause-11.3 above be breached by You, the Company have the right to deduct any sum from the Cautionary Deposit so as to deal with such breach. Should the Cautionary Deposit be insufficient to remedy such breach, the Company of the Property shall have the right to recover any sum from You so as to make up any shortfall.

13. Smoking Policy

- 13.1. Smoking in the main house is allowed in restricted areas which are
 - Ground Floor Bar
 - Downstairs wine tasting room (cigars only)Outside the main house in the
 - the Orangery
 - all terraced areas
 - the gardens



Should the Company be required to clean the Property due to non-compliance of this clause, the Company shall be entitled to use the Cautionary Deposit so as to remedy such breach.

14. Disabilities & Medical Problems

14.1. If you or any member of your party has any medical problem or disability that may affect your booking, please tell us before you confirm your booking and give us full details in writing as early as possible before you travel. If the company reasonably feels unable to properly meet that person's particular needs, we can refuse or cancel the reservation.

15. Wine Cellar and Glasses

15.1. The Manor has an extensive wine cellar and the Wine List can be provided upon request. The cellar is locked at all times, however, should you require 24-hour access to the wine cellar giving you the ability to choose and drink wines at your leisure, an additional £5,000 deposit is required before arrival. When you depart you should complete the 'Wines Consumed Form' and provide evidence to the manager for all the wines you have consumed which can be easily evidenced by keeping the empty bottles. The total will then be deducted from your deposit and the balance returned.

15.2. There is a large selection glasses for use during your stay, but for the more discerning or that special occasion there are some very nice 'Cut Glasses' in the Drawing Room, which can be used. These are very expensive glasses made locally in Ulverston and any breakages will be charged at £58.00 per glass. A full inventory, will be provided to the leader of the group, which will be agreed on arrival and departure by the House Manager. Any missing or damaged items will be debited from the Cautionary Deposit.

16. Insurance

16.1. The Company suggests that You obtain adequate travel insurance prior to the Rental Date, for cover during the Rental Period for all matters to include cancellation of the booking for the Property, loss and personal injury and situations outside of anyone's control e.g. Snow or other extreme weather.

16.2. Should a policy be taken out by You, or any member of your party, the Company may request a copy of the same at any time.

16.3. Coronavirus is now a known risk and it is possible for you to insure your holiday against it. This can include the customer or any of the party falling ill, or any of the party having to self-isolate or quarantine or if members of your group need to shield for safety. Organisations such as Trailfinders or Coverwise have such policies, or they can be found on comparison sites such as GoCompare.

17. Limitation of Liability

17.1. The Company excludes or limits their liability where it would be unlawful to do so. This includes liability for death or personal injury called by negligence or the negligence of employees or agents; for fraud or fraudulent misrepresentation; or for breach of your legal rights in relation to the Booking Service.



17.2. You acknowledge that in booking the Property, all personal belongings and vehicles, including the contents of those vehicles, belonging to You and any member of your party, is left at the Property entirely at your and their own risk. The Company shall accept no responsibility for any loss, damage or injury to You or your guests and to yours or their personal property during the Rental Period, except for any such loss which has been caused by the Company's own negligence.

18. Complaints

18.1. Should You wish to make a complaint during the Rental Period, You should notify the House Manager during the stay and as soon as you become aware of the issue so that every attempt can be made by the Company, to resolve the issue as soon as possible. The complaint should be followed up in writing no later than 14 days from the end of the Rental Period to The Company.

18.2. If the complaint is not resolved, nothing in this section affects your legal rights.

19. Data & Privacy

19.1. In making a booking, the Company will ask for your personal information such as your name, address, email address, telephone number, personal identification and payment details.

19.2. The Company guarantees that any information will remain confidential and is protected under the EU General Data Protection Regulation (GDPR) (EU) 2016/679.

19.3. The data handling policy of the Company can be located on the Company's Website.

20. Force Majeure Event

20.1. The Company/Company shall not be in breach of these conditions nor liable for delay in performing, or failure to perform, any of its obligations set out in these conditions or otherwise, if such delay or failure results from events, circumstances or causes beyond its reasonable control.

20.2. Should a Force Majeure Event happen during the Rental Period, the Company will do all that is reasonably practicable to provide You with alternative accommodation. The Company shall not be liable to You for any loss incurred by You (which may include but is not limited to additional travel costs, booked third party suppliers, any contracts agreed by You externally from the property) for events that are outside of our control. Refer to Clause-16, Travel Insurance.

21. Severance

21.1. If any provision or part provision of these Conditions is or becomes invalid, illegal or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. If such modification is not possible, the relevant provision or part provision shall be deemed deleted. Any modification to or deletion of a provision or part provision under this Clause-shall not affect the validity and enforceability of the rest of the Conditions.

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21.2. If one party gives notice to the other of the possibility that any provision or part provision of these Conditions are invalid, illegal or unenforceable, the parties shall negotiate in good faith to amend such provision so that, as amended, it is legal valid and enforceable, and, to the greatest extent possible, achieves the intended commercial result of the original provision.

22. Jurisdiction and governing law

22.1. These Terms are governed by English law. You agree to submit to the non-exclusive jurisdiction of the English courts. However, if You are a resident of Northern Ireland, you may also bring proceedings in Northern Ireland, and if You are a resident of Scotland, you may also bring proceedings in Scotland.

23. Date

Terms and Conditions last updated on 8th April 2024

Signed for and on behalf of Cark Manor

Print Name:

Date:

Signature:

(House Manager)

Signed for and on behalf of Guest

Print Name:

Date:

Signature: