

Norton Park Manor House

Exclusive Use Agreement

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1. DEFINITIONS

In these conditions, unless the context requires otherwise:

- 1.1 'Balance' means the total amount payable by You for the Rental Period (including, for the avoidance of doubt, the Cautionary Deposit) less the amount of the Booking Deposit, if any, paid in accordance with clause 4 below;
- 1.2 'Booking Deposit' means a deposit which may be payable by You on acceptance of the booking by the Owner in accordance with clause 4 below if your booking is made more than twelve weeks before the Rental Date;
- 1.3 'Booking Form' means the form provided in which you provide information with respect to your booking and requirements and make an offer to the Owner in accordance with clause 2.1 below;
- 1.4 '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 below.
- 1.5 'Conditions' means these terms and conditions;
- 1.6 'Contract' has the meaning given in clause 2.4.
- 1.7 "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 (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 diplomatic relations (d) nuclear, chemical, or biological contamination or sonic boom
- 1.8 'Property' means the property let or to be let by the Owner to You [to include the Property's grounds and any outbuildings];
- 1.9 'Rental Date' means the date on which the first night of the Rental Period begins;
- 1.10 'Rental Period' means the number of days for which the Property is agreed to be let to You by the Owner in accordance with the Booking Form.
- 1.11 'Written Confirmation of Rental' has the meaning given in clause 2.4.
- 1.12 'The QHotels Collection' shall mean the owning company of the rental property
- 1.13 'You' shall mean the person who completes and submits the Booking Form and to whom the Owner lets the Property under the Contract; where more than one person is taking the holiday, 'You' also means the 'party leader'.
- 1.14 'Booking Fee' means the administration charge payable by You to the Owner on acceptance of the booking in accordance with clause 5 below.

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 Where You are also a Party Leader, You are responsible for compliance with these Conditions and the Contract by all members of the 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 attend 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 upon Written Confirmation of the following, at which stage a contract will be made ('Contract'):
 - 2.4.1 Confirmation that You are over the age of 18 (The QHotels Collection reserve 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 if is reasonably necessary);
 - 2.4.2 The QHotels Collection consent to let the Property to You for the period and duration submitted on the Booking Form;
 - 2.4.3 Receipt of the Booking Deposit, or if booked less than 3 months before the Rental Date, payment of the Balance; and
 - 2.4.4 Receipt by You of written confirmation 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 Save where refusal would be unlawful, The QHotels Collection, has the right to refuse any Booking, without reason.
- 2.7 Should The QHotels Collection refuse your booking, any monies paid by You will be returned within 5 Business Days and (save only where refusal would be unlawful) The QHotels Collection shall not have any further responsibility or liability to You.
- 2.8 Any disputes or queries with respect to these Conditions, or any other matter will be dealt with by You as the party leader.
- 2.9 The Contract creates a license to occupy for the purposes of a holiday (and 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 QHotels Collection.
- 2.10 The QHotels Collection doesn't provide any 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.
- 2.11 The maximum number of occupants at the Property shall be the number stated on the Booking Form.

2.12 At the time of booking, you must provide The QHotels Collection 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 QHotels Collection immediately and this must be no less than 7 days before the check in date. You will also provide an updated list of occupants. The QHotels Collection may withhold consent to the change if, in their reasonable opinion, the change is materially detrimental to them. If a charge for extra guests is applicable, then the funds must be received in full no less than 72 hours before the check in date.

2.13 If during the Rental Period the persons occupying the Property during the Rental Period varies from the list provided by You, and The QHotels Collection has not consented to the change, The QHotels Collection may by written notice to You, immediately terminate the Contract without liability and gain access to the Property in accordance with clause 8 and 9 below.

2.14 If the nature of your stay differs from that stated in your Booking Form and The QHotels Collection has not consented to the change, The QHotels Collection 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 At the time of publication, the information provided is intended to create a general idea of the Property and whilst all reasonable efforts have been made to ensure that information provided about the Property and its facilities and services is kept up to date, there may be some differences between the description and the actual situation at the start of the Rental Period.

3.2 Where The QHotels Collection has suggested local attractions, these are provided for information purposes only and The QHotels Collection can't 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 on acceptance of the booking in accordance with clause 4.5 below and if your booking is made more than twelve weeks prior to the Rental Date. The amount of the Booking Deposit shall be 25% of the total cost of the Rental Period. The Booking Deposit is non-refundable unless The QHotels Collection is successful in re-letting the dates pursuant to clause 8.

4.2 For bookings made less than twelve weeks before the Rental Date, the Balance shall be payable by You, on submission of the Booking Form. The Cautionary Deposit will also be due pursuant to clause 6.1 below.

4.3 The QHotels Collection shall, where applicable, send you written confirmation by email of the Balance to be paid by You in full, twelve weeks prior to the Rental Date. Such payment must be made by You within 7 days from the date of the written confirmation. For the Cancellation to apply, You must make payments within the schedule as set out here.

- 4.4 Should the Balance not be paid by You pursuant to clause 4.3 above, The QHotels Collection 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. Refer to section 9.
- 4.5 For details of how to pay, You are referred to the section of the Booking Form titled "Paying for your Booking".
- 4.6 All payments shall be made by You in Pounds Sterling and The QHotels Collection shall not be responsible for any currency conversion costs You may incur.
- 4.7 Pricing by The QHotels Collection is regularly reviewed. The QHotels Collection reserves the right to increase or discount prices as required to optimize bookings. If a promotion or offer is advertised after the date that you have confirmed your booking, then the price payable by You is as shown on your Booking Confirmation. You will not be able to take advantage of offers placed on similar dates, after your booking has been confirmed for your specific date. Occasionally rates will increase between the time you are quoted or given availability and making the Booking by paying the Booking Deposit. It is completely at The QHotels Collection discretion to honour any quoted rate and may depend on time elapsed between Enquiry and paying the Booking Deposit.

5. CAUTIONARY DEPOSIT AND INDEMNITY

- 5.1 A Cautionary Deposit is payable by You and should be paid no later than three months before the Rental Date. Such payment must be made by You within 7 days from the date of the written request from The QHotels Collection. Should the Balance not be paid by You, The QHotels Collection 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 set by The QHotels Collection and is shown within the Booking Form.
- 5.3 The QHotels Collection 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 QHotels Collection be required to remedy any damage caused to the Property during the Rental Period;
 - 5.3.4 To charge for additional guests which have not been approved by The QHotels Collection. Such charge will be made at the rate in force by The QHotels Collection at the time of the Rental Period; or
 - 5.3.5 To deduct such charges and make such payments to The QHotels Collection or third-party contractors (with notice of such payment being provided to you in writing first) should the evidence provided by The QHotels Collection of the damage or other issue at the Property, which has been caused by You, result in The QHotels Collection having to take reasonable action to correct such damage or other matter.

- 5.4 The QHotels Collection will contact you within 7 Business Days after the Rental Date to advise you whether the full amount of the Cautionary Deposit will be refunded to you or whether The QHotels Collection intends to make a claim for any damage against the Cautionary Deposit.
- 5.5 Should a claim be made by The QHotels Collection against the Cautionary Deposit, 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.
- 5.6 Should the Cautionary Deposit provide an insufficient remedy, The QHotels Collection shall have the right to recover any sum from You 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 QHotels Collection 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 QHotels Collection 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 property will be advised in your confirmation.

7. YOUR OBLIGATIONS WITH RESPECT TO THE PROPERTY AND ITS USE

- 7.1 You confirm that the information you have provided to The QHotels Collection is true, accurate, current, and complete information in all respects. Should any information provided change, you should notify The QHotels Collection immediately. The QHotels Collection shall not be liable if any incorrect information provided by You results in The QHotels Collection being entitled to terminate the Contract.
- 7.2 You promise to The QHotels Collection that the nature of your stay is the same as described in the Booking Form. Should it vary, The QHotels Collection 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, 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 Empty any bins and dispose of any rubbish in the outside bins provided at the Property and following the instructions of The QHotels Collection where provided
- 7.3.6 Report any damage at the Property not caused by You to The QHotels Collection on your day of arrival;
- 7.3.7 Report as soon as possible any breakages or damage caused by You or your party during the Rental Period; 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. CANCELLATION POLICY

- 8.1 Once Written Confirmation of Rental has been provided by The QHotels Collection, You are responsible for the Balance.
- 8.2 You may cancel your booking at any time; however, You will not be entitled to reimbursement of the monies paid as a deposit. The deposit should be deemed non-refundable. If your Arrival date is less than twelve weeks away the balance will still be due to us. As a goodwill gesture The QHotels Collection may attempt to re-let the stay if it is more than twelve weeks to the Arrival date. In this instance we may need to apply an offer or discount to sell the stay. Any monies that could be reimbursed will be at The QHotels Collection discretion (if we re-let the stay).
- 8.3 Cancellation of your booking must be made by You in writing
- 8.4 Once cancellation has been confirmed, your booking of the Property will be deemed cancelled.
- 8.5 Upon confirmation of the cancellation of your booking, The QHotels Collection will seek to re-let the Property for the full Rental Period. If we fail in reletting your stay your full Booking Deposit will be kept. If you are less than twelve weeks from the Arrival date, the balance payment will be due, and you will be invoiced for this amount.
- 8.6 If the Property becomes unavailable for any reason The QHotels Collection has the right to cancel your booking.
- 8.7 The QHotels Collection 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:
 - 8.7.1 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;
 - 8.7.2 You have provided incorrect information with respect to your booking; and
 - 8.7.3 You have behaved in a vexatious, abusive, or unlawful manner towards The QHotels Collection, any third-party supplying services to the Property or any neighbours of the Property.
- 8.8 The above actions as stated in clause 8.7 above shall constitute a breach of contract by You and The QHotels Collection shall consider the booking as cancelled by You. In these circumstances, The QHotels Collection shall not be liable to You in any respect, and You shall not be entitled to a refund of any monies or alternative accommodation.

9. RIGHT OF RE-ENTRY AND RIGHT TO EVICT

- 9.1 The QHotels Collection is entitled to enter the property, without providing You with prior notice in the following circumstances:
- 9.1.1 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
 - 9.1.2 Should you be in breach of any of these Conditions or The QHotels Collection has reasonable grounds to believe that you are in breach of these Conditions and of the Contract; or
 - 9.1.3 The QHotels Collection has received reports from a third party that may lead to you being in breach of these Conditions or Contract.
- 9.2 The QHotels Collection is allowed to enter the property to inspect it (including but not limited to where you have complained about the property). In this circumstance, reasonable notice will be given first.
- 9.3 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 QHotels Collection, in which case the Contract between You and The QHotels Collection shall terminate immediately, with no compensation or liability being owed to You.
- 9.4 Should access be required pursuant to this clause 9, You agree not to obstruct the re-entry of The QHotels Collection (to include workmen) to the Property.

10. NOISE POLICY

- 10.1 We ask all guests to always show consideration to the environment and to the neighbours of the Property in all manners and.
- 10.2 We operate a STRICT noise policy after 12am and before 8am Sunday to Thursday, then 11pm to 9am Friday to Saturday. We operate a moderate noise policy between these times.
- 10.3 The following restrictions apply in respect of both strict and moderate noise policies as described in clause 10.2 above:
- 10.3.1 You or any member of the party, must not take radios, CD players or other sources of music outside of the Property;
 - 10.3.2 You will not turn up the music within the Property to provide music outside;
 - 10.3.3 You must limit any loud music playing inside the Property so it cannot be heard outside.
 - 10.3.4 Show consideration for the neighbours of the Property in the early morning and late evening; and
 - 10.3.5 Should you be having any deliveries or ordering taxis You must ensure that such third-party companies have clear directions.
- 10.4 Whether or not a noise policy is in place, The QHotels Collection expects that You and every member of your party will undertake to:
- 10.4.1 be always considerate to the neighbours of the Property and more specifically during the early hours of the morning and late evening; and

10.4.2 ensure that any deliveries or taxis are provided with clear directions to the Property so as not to inconvenience any neighbouring properties.

10.5 Should You be in breach of any of the conditions set out in this clause 10 and The QHotels Collection has received a complaint by a third party, The QHotels Collection will provide you with a written warning and an opportunity to remedy the breach in the first instance.

10.6 Should you fail to observe the conditions set out in this clause 10 and warning has been given as set out in clause 10.5 above, The QHotels Collection shall have the right to ask you to leave the Property immediately thus terminating the Contract and in such a case neither The QHotels Collection shall not be liable to You for any reimbursement of any monies paid, including the Cautionary Deposit.

11. PET POLICY

11.1 For the avoidance of doubt, this policy applies to all pets and not just dogs.

11.2 If you wish to bring any pet, you must notify The QHotels Collection at the time of booking on the Booking Form. It is your responsibility to ensure that The QHotels Collection are aware at the time of booking that you are bringing pets.

11.3 The QHotels Collection allow up to **4** well behaved pets during one rental period, at an additional cost of £20.00 per pet which is payable with the final balance.

11.4 If you are in any doubt as to whether the Property allows a particular pet to stay, you must contact The QHotels Collection prior to booking.

11.5 Should you bring a pet, You must comply with the following conditions:

11.5.1 not allow the pet upstairs, on the bed or other furniture;

11.5.2 The pet must sleep downstairs either in the utility room or another appropriate room with hard surface flooring;

11.5.3 You must supply your own pet bed, food, and any other pet amenities;

11.5.4 Any fouling at the Property must be cleared up by You without delay and dispose of accordingly;

11.5.5 The pet must not be left alone at the Property at any time and must go with You whenever you leave the Property;

11.5.6 You must ensure that the pet is free from parasites before the Rental Date, failure to do so may incur further charges which The QHotels Collection is entitled to recover from you in full;

11.5.7 When in the external hotel grounds, dogs should be kept on a leash; and

11.5.8 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.

11.6 Should any of the conditions stated in clause 11.5 above be breached by You, The QHotels Collection has the right to deduct any sum from the Cautionary Deposit to deal with such breach. Should the Cautionary Deposit be insufficient to remedy such breach, The QHotels Collection shall have the right to recover any sum from You to make up any shortfall.

12. SMOKING POLICY

12.1 This property is entirely smoke free. Should The QHotels Collection be required to clean the Property due to noncompliance of this clause, The QHotels Collection shall be entitled to use the Cautionary Deposit to remedy such breach.

13. DISABILITIES AND MEDICAL PROBLEMS

13.1 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 QHotels Collection reasonably feels unable to properly meet that person's particular needs, we can refuse or cancel the reservation.

14. EXTRA AMENITIES

14.1 The property has a shared onsite leisure facility within the onsite hotel, including an indoor heated swimming pool with whirlpool, cardio and resistance training gym, sauna, and steam room.

14.2 All amenities should be used with great care and signage should be referred to where available.

14.3 Please refer to property information for children's swim times

14.4 You and every member of your party are responsible for the safety of any child using such amenities.

14.5 It is advised that children under the age of 8 should not use the whirlpool for safety reasons.

14.6 No child should use the whirlpool or swimming pool unattended.

15. INSURANCE

15.1 The QHotels Collection 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.

15.2 Should a policy be taken out by You, or any member of your party, The QHotels Collection may request a copy of the same at any time.

15.3 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.

16. LIMITATION OF LIABILITY

- 16.1 The QHotels Collection does not exclude 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.
- 16.2 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 QHotels Collection 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 QHotels Collection own negligence.

17. COMPLAINTS

- 17.1 Should You wish to make a complaint during the Rental Period, You should notify The QHotels Collection during the stay and as soon as you become aware of the issue so that every attempt can be made by The QHotels Collection 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 QHotels Collection.

18. DATA AND PRIVACY

- 18.1 In making a booking, The QHotels Collection will ask for your personal information such as your name, address, email address, telephone number, personal identification, and payment details.
- 18.2 The QHotels Collection 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 QHotels Collection can be located on The QHotels Collection Website.

19. FORCE MAJURE EVENT

- 19.1 The QHotels Collection 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.
- 19.2 Should a Force Majeure Event happen during the Rental Period, The QHotels Collection 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 15, Travel Insurance.

20. SEVERANCE

20.1 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.

20.2 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.

21. GOVERNING LAW AND JURISDICTION

21.1 These Conditions and any disputes or claims arising out of or in connection with it or its subject matter (including non-contractual disputes or claims) are governed by and construed in accordance with the law of England and Wales and the parties irrevocably agree that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim.