

THE TRANQUIL OTTER



*Luxury*

ON THE EDGE OF NATURE

## TERMS AND CONDITIONS FOR THE TRANQUIL OTTER - 5 STAR LAKESIDE LODGES

The Tranquil Otter Limited ("The Tranquil Otter", or "we" or "us") agrees to licence the guest identified on the Booking Form ("the Guest") to occupy the holiday lodge identified on the Booking Form ("the Lodge") on the terms and conditions set out below which will not be varied except in writing signed by a director of The Tranquil Otter Limited.

### LETTINGS AND USE

The Guest agrees with the Tranquil Otter acting either for itself or as agent for the owner of the lodge to occupy the Lodge in accordance with these conditions when and as booked by 1) the completion and return to us by post or on-line of a booking form, 2) receipt by the Guest of our written confirmation of acceptance of the booking of the specified lodge and 3) the payment of the agreed occupancy charge in full by the specified payment dates.

The lodge may be used as quiet holiday accommodation by the Guest and members of the Guest's party named on the Booking Form and accompanying the Guest only, not for business purposes or by others. The lodge is not a postal address and, except by special prior arrangement, post and other deliveries will not be accepted for a Guest or any member of his party and will be returned to the carrier.

### LODGE SPECIFICATION

Each lodge at The Tranquil Otter, Thurstonfield, CARLISLE CA5 6HB ("the Site") is suitable for occupation in both summer and winter and is located at the water's edge with a clear view over the Thurstonfield Lough.

Woodland Setting  
South-west Facing  
Lawn or decking to Water's Edge  
Eco-friendly timber construction  
Warm and energy-efficient  
Double-glazed fully open-able windows  
Entrance door accessed via a gentle ramp  
Dedicated car parking space  
Mains Water  
Mains Electricity with stand-by on-site generator  
Site LP Gas

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Recycling units for cardboard, plastic, paper, tin and glass

Eco central heating delivered from our own wood-fired district heating scheme.

Superfast Wi-Fi Internet access.

## OCCUPATION

The maximum number of occupants shown for each lodge on the specification includes all adults and children over three. One baby may be accommodated in a cot and high chair that we can provide. Lodges may not be occupied by anybody except the people named on the booking form. If this limit should be exceeded The Tranquil Otter reserves the right, but accepts no obligation, to make appropriate additional arrangements and charge for these. Additional people may not be accommodated on site overnight, whether in the lodges or in tents or vehicles. Whilst we always respect Guests' privacy, we reserve the right to enter the lodge at any time for the purposes of maintenance, cleaning and monitoring compliance with these terms and conditions.

## PEACE AND QUIET

It is of the essence of the contract between the Guest and the Company that Guest's lodge is to be occupied, and the site enjoyed, in such a way that the occupants cause no nuisance, disturbance or annoyance to other guests or to the Owners of the Company. To illustrate and without prejudice to the generality of the foregoing, things that the Guest undertakes not do or permit to be done include, but are not limited to, playing any form of musical instrument or electronic device in such a way as to be audible outside the Guest's own lodge, shouting, whistling or singing indoors or out or revving engines or motors.

## BOOKINGS

Guests may apply on-line, by telephone or by post. Each Guest submitting a booking via our online reservation system will receive an automatically generated booking summary by email to the email address provided in the booking form. This does not form a contract between the Guest and us. A contract will be made only when the booking is confirmed by us by post or email together with a copy of these terms of the letting. A provisional booking, that we may agree to hold for up to three working days, may be made by telephone or email. If a provisional booking is made, this must be followed within three working days by a completed booking form and payment. Bookings and other arrangements are firm only when confirmed by us in writing.

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## DEPOSITS

A non-refundable security deposit in case of cancellation of £195 is required with any booking plus the cost of Cancellation Cover, if any.

## PAYMENT

The full occupancy charge for the whole holiday must be paid at least six weeks before the start of the booking or at the time of booking if the booking is made less than seven weeks before the start of the holiday. We are not responsible for reminding the Guest to make any payments. We reserve the right to re-let the lodge if any balance due is not received by the correct date. The deposit will then be forfeit.

## CANCELLATION OF BOOKINGS AND CANCELLATION COVER FOR GUESTS

Once the Guest has booked their holiday and we have confirmed the booking, our agreement is a legal contract and the Guest's deposit is not repayable under any circumstances. If for whatever reason the Guest cannot take the holiday and the booking cannot be re-let, the Guest is still liable to pay for the booking in full, even if we have not yet received the balance. If we are advised that the Guest wishes to cancel a booking and if we succeed in re-letting the booking at or above the original price, the Guest is normally no longer liable for the proportion of the balance paid under the new booking, or we will normally refund that any amount already paid, less a £75 administration fee. For this reason we strongly recommend that you take out cancellation insurance, which can normally be obtained from Booking Protection via the booking page our website on the terms specified there. A guest with a booking that is more than six weeks away may swap the booking for a holiday of similar or greater length for a fee of £75, if the booking to be moved is more than 12 weeks away, the fee will be reduced to £30.

## MEANS OF PAYMENT

Payments of deposits, occupancy charge and cancellation cover may be made by cheque payable to The Tranquil Otter Limited or by credit or debit card (a surcharge equal to that which we are charged by the credit card company (currently 1.25% for personal credit cards) applies to payment by credit card). Any other payments for equipment and supplies are taken at time of usage. It is a term of the agreement between us, if you use a credit card, that you authorise us to hold the card details until the thirtieth day after the end of your occupancy and to debit to the card with any balance of the Occupancy Charge that may be due and unpaid and any amounts due to us for goods or services provided or breakages or damage for which the Guest is responsible.

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## TIMES OF ARRIVAL AND DEPARTURE

Unless otherwise arranged and confirmed by us in writing, you may collect the key of your lodge between 4:00 pm and 6:00 pm on the day of arrival and the lodge should be vacated, and the keys returned, between 8:00 am and 10:00 am on the day of departure. Late arrivals and departures may sometimes be arranged on payment of an arrangement fee. Unarranged delays are subject to a fee of £50 per hour or part of an hour.

## FAULTS AND PROBLEMS

The Guest accepts that faults and problems are unavoidable in accommodation in a nature reserve in a remote rural location. If, for any reason, the booked Lodge is unavailable or deficient in any way, we shall do our best to remedy the fault as soon as possible or provide an alternative lodge. The Guest accepts that our responsibility to remedy these is dependent on the Guest informing us of them promptly. In any and all circumstances, our liability is limited to the lesser of (a) the loss shown to have been suffered by the Guest and (b) the amount paid to us for the holiday.

## DAMAGE

The Guest acknowledges that The Thurstonfield Lough and its surrounding woodlands are a Site of Special Scientific Interest and as such a natural environment specially protected by law. The Guest agrees to treat the Site and to use the Lodge, the furniture and equipment provided, the hot tub, the heating and hot water system, the log burner, any boat, disability scooter or other equipment provided with care and in accordance with any instructions provided and to leave them in the state in which he found them, excepting fair wear and tear. Any damage to, or loss of, any such item must be reported to us. The Guest is liable for the cost of repair or replacement of any missing or damaged items or any cleaning necessitated by anything other than normal holiday use by the Guest's party. In particular, the Guest agrees to use any hot-tub or sauna in accordance with the guidance provided in the Lodge and to observe the rules for the accommodation of animals (see below). We reserve the right to charge £50, or cost if greater, for a water change of a hot-tub if misuse (such as failure to take a shower before entering the tub) should necessitate it or for cleaning up after a dog or other animal. It is a condition of the occupancy that the Guest agrees to pay sums due for damage or misuse promptly on first demand and authorises us to charge the cost of any such damage or misuse to the Guest's credit or debit card, if provided.

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## WHAT'S INCLUDED WITH A LODGE?

Fresh linen and towels

Cooker, microwave, refrigerator, deep-freezer

Hot tub

Rowing boat

Reasonable water, electricity and gas usage

Saunas (Egret & Heron Lodge) are on a coin meter and are paid for separately as used.

Log burner for which for safety reasons only dry seasoned logs obtained from us may be used. An initial barrow load of logs is provided with each lodge. More logs are available by request

Laundry service (charges apply).

Free access to lake and woodlands of the site, subject to safety and environmental considerations.

Use of WiFi

## ACTIVITIES FOR GUESTS AT THE LOUGH

Boating on lake (The Tranquil Otter is a site of special scientific interest, which make is difficult to remove water weed, to protect aquatic life and nesting birds. Although the lake is navigable all year round by boat, during the warmer months it is often easier to paddle or punt rather than row.)

Walks on the path round the lake

Bird watching from the hide

Casual fishing

Nature study of many native mammals, birds, fish, insects, plants, trees and fungi.

## ANIMALS

No animal may be brought onto the Site or into a lodge without our express written agreement on each occasion.

Up to 2 well behaved small or medium sized dogs per are normally welcome at an additional charge of £40 for one dog and £60 for two dogs per week/part week.

The Guest is fully responsible for anything done by his animal.

Animals must not be allowed to disturb other Guests or the wild-life (for example, by excessive barking) and are to be under control at all times and never allowed to roam.

Dogs are never to be left unattended.

Dogs are not to go into bedrooms or on beds or chairs under any circumstances, nor may they be dried with, or sleep

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on, any of the linen or furnishings provided.

Dogs must have their own beds or blankets to sleep on.

Dogs are to be cleaned and, if wet, towelled dry before entering lodges.

Animals are not to be allowed to foul the Lodge, decking, roads, paths or lawns of the site. In the event of a pet fouling any of these areas the owner must immediately clean it up and dispose of the fouling in the dustbins provided. Additional cleaning charges may be incurred for cleaning if these points are ignored.

For animals other than dogs, please ask, but our status as a Site of Special Scientific Interest means that we cannot take any animal that might take up permanent residence with us!

## SAFETY

The Tranquil Otter is an unspoilt rural site with an unfenced lake and woods in their natural states. These inevitably present potential hazards and merit care on the part of guests. There are, for example, small bridges over streams, boardwalks across swampy ground, fallen trees left lying to provide rich habitats for birds, mammals and invertebrates. There is much-unfenced water around the site that can be dangerous, even for good swimmers. Guests must accept the need to exercise great care. Children must be supervised by a responsible adult at all times. Bicycle helmets and buoyancy aids are strongly recommended.

## GUESTS' PROPERTY

Each Guest accepts that he is responsible for his own and his party's personal property and, excepting in cases of grave culpable negligence or dishonesty, indemnifies The Tranquil Otter, its owners, directors, staff and contractors for any and all liabilities, howsoever arising, relating thereto. If a Guest should inadvertently leave any property behind at The Tranquil Otter, we may on request return it by any suitable means to the Guest upon payment by the Guest of the direct and indirect costs of doing so.

## SMOKING

Smoking is strictly prohibited in any lodge.

## OUR DISCRETION

We offer our Guests at The Tranquil Otter a tranquil setting and high-quality accommodation in a Site of Special Scientific Interest which is also our home. In the interests of the Site, visitors, fellow guests and our family, we reserve the right at our absolute discretion to terminate or cancel a holiday or booking at any time without notice if we judge that any Guest is in breach of these conditions or liable to disturb or damage the Site or the legitimate interests of fellow guests or of our family.

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