

## SCHEDULE A: Applications with Recommendation

22/0223

Item No: 05

Date of Committee: 13/05/2022

**Appn Ref No:**  
22/0223

**Applicant:**  
Mr C Holmes

**Parish:**  
Hayton

**Agent:**

**Ward:**  
Brampton & Fellside

**Location:** Noble Garth, Hayton, Brampton, CA8 9HR

**Proposal:** Change Of Use Of Property From Dwelling To Holiday Let

**Date of Receipt:**  
30/03/2022

**Statutory Expiry Date**  
25/05/2022

**26 Week Determination**

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### REPORT

**Case Officer:** Richard Maunsell

#### 1. Recommendation

- 1.1 It is recommended that this application is approved with conditions.

#### 2. Main Issues

- 2.1 Principle Of Development
- 2.2 Impact Of The Proposal On The Living Conditions Of Neighbouring Properties
- 2.3 Impact Of The Proposal On Highway Safety
- 2.4 Other Matters

#### 3. Application Details

##### The Site

- 3.1 Noble Garth, Hayton is a detached property located within Hayton around a courtyard of properties. The dwelling comprises of both two and single storey elements that is predominately constructed from stone with an element of render, under a slate roof. There is a small outdoor area adjacent to the southern gable of the property which is accessed from a pair of double doors.

- 3.2 The property is accessed from the main road through Hayton via a single width access which leads past the adjacent property to the north, Chestnut Cottage. Noble Garth is located on the east side of the access and to the south and the head of the access is Blacksmiths Cottage. A building converted to three garages occupies a position in the south-west corner of the access, adjacent to which and to the west of the access is Friars Garth.

## **Background**

- 3.3 Planning permission was approved in 1990 of the conversion of redundant barns to 2no. dwellings. The permission was subject to eight planning conditions, of which condition number 7 reads:

*“The proposed development shall be used solely for private, domestic purposes by the occupants and no trade or business shall be carried out therein or therefrom.”*

- 3.4 Earlier this year, Members of the Development Control Committee granted planning permission for the removal of the restrictive condition to allow the unfettered use of the dwelling that would allow the applicant to rent the property for holiday use on a short-term basis.

## **The Proposal**

- 3.5 The proposal seeks permission for the change of use of the dwelling to allow the property to be used as a holiday let.

## **4. Summary of Representations**

- 4.1 This application has been advertised by means of a site notice and direct notification to the occupiers of four properties. In response, five representations have been received objecting to the application. The representations have been reproduced in full separately for Members, however, the main issues raised are summarised as follows:
1. the driveway is in separate ownership and the owners allow conditional access for private and domestic use only for both the owners of the other two properties;
  2. the driveway entrance is narrow adjacent to which cars park illegally on double yellow lines which obscures the views of drivers which is enhanced due to the boundary walls;
  3. pedestrians must cross the entrance of the driveway hoping that there are no vehicles exiting at the time;
  4. newcomers visiting the property struggle to navigate the very narrow driveway to park;
  5. the parking space is somewhat undersized and access to it would breach covenants;
  6. visitors are likely to end up parking on the street which is already heavily congested;
  7. large number of cyclists passed through the village and the additional

- traffic generated by people staying at the premises being unaware of the daily hazards is likely to pose a threat to them;
8. the views of the highway authority should be sought;
  9. the proposal is unsuitable and inappropriate in this location;
  10. consideration needs to be taken about the obvious privacy aspects of people already living in close proximity within the small courtyard;
  11. the applicant has declared on the form that they own all the land on which permission is sought however this doesn't relate to the access and the council should take legal advice on this matter;
  12. there is no reference to the term of letting for which planning permission is being sought;
  13. the location plan does not depict the access and the driveway which should be identified for validation purposes;
  14. the use would diminish the privacy of neighbouring properties;
  15. the city council has a duty of care to address the concerns raised about the effect on those who live in the area;
  16. the increase usage of the yard over and above that which would reasonably be expected by a long term tenant would restrict the use of ventilation to habitable rooms of neighbouring properties resulting in significant loss of enjoyment;
  17. concern for children and elderly residents for additional visitors into the village;
  18. clarification should be provided as to what government policies are in place in association with holiday lets to cover possible wrongdoings by the very nature people using them under the personal safety of those living nearby;
  19. is understood that there are official procedures and legislation in place to protect residents where the installation of a hot tub is being considered which will be enforced should the need arise.

4.2 In addition, three representations have been received which support the application and the issues raised are summarised as follows:

1. the accommodation will provide valuable accommodation for cyclists visiting the area;
2. the holiday use will support local businesses and amenities.

## **5. Summary of Consultation Responses**

**Local Environment - Environmental Protection:** - no objection;

**Hayton Parish Council:** - no comment;

**Cumbria County Council - (Highways & Lead Local Flood Authority):** - comments awaited;

## **6. Officer's Report**

### **Assessment**

6.1 Section 70(2) of the Town and Country Planning Act 1990/Section 38(6) of

the Planning and Compulsory Purchase Act 2004, requires that an application for planning permission is determined in accordance with the provisions of the Development Plan unless material considerations indicate otherwise.

- 6.2 The relevant planning policies against which the application is required to be assessed is the National Planning Policy Framework (NPPF), the National Planning Practice Guidance (NPPG) and Policies SP2, SP6, EC9, IP3 and CM5 of the Carlisle District Local Plan 2015-2030. The proposal raises the following planning issues.

## **1. Principle Of Development**

- 6.3 Paragraph 7 of the NPPF outlines that the purpose of the planning system is to contribute to the achievement of sustainable development. Paragraphs 8 and 9 explaining that achieving sustainable development means that the planning systems has three overarching objectives: economic, social and environmental. All of which are interdependent and need to be pursued in mutually supportive ways. Economic growth can secure higher social and environmental standards with planning decisions playing an active role in guiding development towards solutions, but in doing so should take local circumstances into account, to reflect the character, needs and opportunities of each area.

- 6.4 Paragraph 10 of the NPPF states:

*“So that sustainable development is pursued in a positive way, at the heart of the Framework is a **presumption in favour of sustainable development** (paragraph 11).”*

- 6.5 Paragraph 11 requires that for decision-taking this means:

*“c) approving development proposals that accord with an up-to-date development plan without delay”*

- 6.6 To support a prosperous rural economy, paragraph 84 outlines that planning policies and decisions should enable: *“a) the sustainable growth and expansion of all types of business in rural areas, both through conversion of existing buildings and well-designed new buildings; b) the development and diversification of agricultural and other land-based rural businesses; c) sustainable rural tourism and leisure developments which respect the character of the countryside; and d) the retention and development of accessible local services and community facilities, such as local shops, meeting places, sports venues, open space, cultural buildings, public houses and places of worship”.*

- 6.7 Paragraph 85 recognises that: *“sites to meet local business and community needs in rural areas may have to be found adjacent to or beyond existing settlements, and in locations that are not well served by public transport. In these circumstances it will be important to ensure that development is sensitive to its surroundings, does not have an unacceptable impact on local roads and exploits any opportunities to make a location more sustainable (for*

*example by improving the scope for access on foot, by cycling or by public transport). The use of previously developed land, and sites that are physically well-related to existing settlements, should be encouraged where suitable opportunities exist".*

- 6.8 Policy EC9 of the local plan highlights that the tourism sector is vitality important to Carlisle as generators of economic prosperity. Outlining that proposals will be supported where they contribute towards the development and/or protection of the arts, cultural, tourism and leisure offer of the District and support the economy of the area subject to satisfying three criteria. The NPPF and the local plan recognising that tourism development is a main town centre use and, as such, the Council will encourage this type of development within a recognised centre (i.e. the City Centre, District Centres or Local Centres).
- 6.9 Hayton is close to Brampton and accessible by a range of transportation modes including National Cycle Network Route 72 'Hadrian's Cycleway' which passes through the village and in principle, holiday accommodation accords with the objectives of the NPPF and local plan.

## **2. Impact Of The Proposal On The Living Conditions Of Neighbouring Properties**

- 6.10 Policies within the local plan seek to ensure that development proposals should be appropriate in terms of quality to that of the surrounding area. Policies SP6 and CM5 seeking to ensure that the development proposals do not have an adverse impact on the living conditions of the occupiers of adjacent residential properties which cannot be satisfactorily mitigated within the development proposal or by means of compliance with planning conditions.
- 6.11 As outlined earlier in the report, the proposal seeks planning permission for the change of use from a dwelling to a holiday let. The transient nature of people coming together for a short period of time are unlikely to live in the same way that a single household would with a normal daily or weekly routine. Groups staying at the property may lead to an increase in noise and disturbance during arrival and departure times and through the use of the external areas of the property including the use of the hot tub and external seating areas.
- 6.12 The increase in noise and disturbance especially late at night or in the early hours of the morning are issues cited by third parties in their representations of objection. Members will note that for similar proposals, applications are often supported by a Management Plan which details measures to be undertaken to mitigate for any potential noise nuisance to neighbouring properties arising from the use of the property as a holiday let.
- 6.13 A representation makes repeated reference to the siting of a hot tub within the yard and concerns about the resulting noise and disturbance. The applicant hasn't confirmed whether or not this is the case which in any event, the siting of a hot tub isn't considered to constitute development and

therefore doesn't require planning permission; however, the submitted Management Plan and Noise Policy make reference to the limitation of its use, should one be installed, together with limited use of the outdoor space and restrictions on playing music.

- 6.14 Accordingly, in line with objectives of Policies SP6 and CM5 Members have to make a judgement as to whether the change of use of the dwelling results in a significant adverse impact on the living conditions of the occupiers of adjacent residential properties. The views of the Environmental Health Section has been sought on this matter and has confirmed no objection is raised against the application.
- 6.15 In support of the proposal, the applicant has submitted a Management Plan, a Noise Policy and a copy of the Terms and Conditions. These are reproduced in full in the schedule and seek to control minimise and mitigate the potential for noise and disturbance as well as more general matters. The salient points to note are:
- bookings will be taken directly or through online platforms and online listing on each platform will state that Noble Garth Online throughout each platform will state that Noble Garth is only suitable for a maximum of 4 people and is not suitable for Stag or Hen parties or multiple couples;
  - up to two small dogs or one large dog which will be approved prior to the booking, guests are always fully responsible for their dog;
  - no bookings accepted under the age of 21;
  - no single sex groups unless they are a couple;
  - no loud music to be played outside and no music outside past 10pm;
  - any loud music inside of the property must be limited so it cannot be heard outside;
  - fireworks are strictly forbidden;
  - Should a hot tub be installed no Bluetooth music system or TV will be installed to reduce the impact of noise inside the courtyard of Noble Garth and may only be used between 7am and 10pm;
  - guests will be requested to only bring 1 vehicle;
  - a parking space camera will be installed to ensure that the parking rules are always adhered to.
- 6.16 Whilst it's noted that the dwelling is located within a village adjacent to residential properties, the size of the building is small and by its nature, physically constrains the number of persons who can stay there. That said, that's not to say that those patrons wouldn't potentially create a noise issue; however, on balance, the details contained within these submitted documents are acceptable. Furthermore, to safeguard the living conditions of neighbouring residents from unacceptable noise and disturbance, it is recommended that a planning condition be imposed which would require the operation of the premises to be in strict accordance with the Management Plan, Noise Policy and Terms and Conditions of the Letting Agent. Should such a nuisance occur through the use as a holiday let it is considered that this should be investigated and enforced through separate legislation.

### **3. Impact Of The Proposal On Highway Safety**

- 6.17 Access to the property is via a single width narrow drive that is shared with the neighbouring property. The parking arrangements were agreed under the previous permission and remain unaltered. In the representations, there is significant concern expressed in relation to highway, parking and traffic safety issues.
- 6.18 At present, the property can legitimately be used as a dwelling with the associated vehicle movements which that may entail. Concern is expressed that non-local residents wouldn't appreciate or take account of local circumstances such as children playing or the traffic and parking issues in the village, particularly in and around drop-off/ collection times for the school. The narrow width of the access and the stone walls either side when exiting the drive, naturally cause any driver to approach with caution at a slow speed.
- 6.19 The scale and nature of the application doesn't fall within the relevant parameters agreed with the Cumbria County Council that requires a formal consultation as the Local Highways Authority. Officers have previously discussed the principle of the holiday use with them. In response, they advised that the use of a property as a holiday let generates half the number of vehicle movements as a dwellinghouse and that in this instance, they do not wish to be consulted or raise any concerns. The views of the objectors are respected, however; in light of the foregoing together with the views of the Highway Authority it would be difficult to substantiate a refusal on highway safety grounds; nevertheless, a formal consultation has been sent to the county council to confirm the highway position and an update will be provided to Members.

#### **4. Other Matters**

- 6.20 Reference is made in the representations that clarification should be provided as to what government policies are in place in association with holiday lets to cover possible wrongdoings by the very nature people using them under the personal safety of those living nearby. Its unclear what is meant or implied by 'possible wrongdoings'; however, the planning system is not a 'catch all' process and can only deal with land use planning related issues. In the event that there is some illegal or inappropriate behaviour, this would be dealt with separately and consideration of such, doesn't form part of the planning process.
- 6.21 The representations also query why the access isn't included in the red line site area or that Certificate B on the Planning Application Form should have been signed requiring the applicant to serve notice on the owner.
- 6.22 On gov.uk paragraph: 024 reference ID: 14-024-20140306 (revision date: 06 03 2014) states:

#### ***"What information should be included on a location plan?"***

*A location plan should be based on an up-to-date map. The scale should typically be 1:1250 or 1:2500, but wherever possible the plan should be scaled to fit onto A4 or A3 size paper. A location plan should identify sufficient*

*roads and/or buildings on land adjoining the application site to ensure that the exact location of the application site is clear.*

*The application site should be edged clearly with a red line on the location plan. It should include all land necessary to carry out the proposed development (eg land required for access to the site from a public highway, visibility splays, landscaping, car parking and open areas around buildings). A blue line should be drawn around any other land owned by the applicant, close to or adjoining the application site.”*

6.23 In this instance, the existing dwelling that is served by an existing access taken from the county highway. The purpose of Certificate B is that the owner is aware that an application has been submitted who may not reside adjacent to the site and therefore, wouldn't receive notification from the council. In this instance, the application has been advertised by means of a site notice and direct notification to the occupiers of six properties. Officers understand that one of these properties is the owner of the access road.

## **Conclusion**

- 6.24 The proposal seeks planning permission for the change of use of a residential property into holiday accommodation, the scale of which is compatible with the character of the surrounding area. The property is located within Hayton which itself has a range of services is accessible by a range of transportation modes including National Cycle Network Route 72 'Hadrian's Cycleway' which is adjacent to the village. As such, the principle of holiday accommodation is acceptable.
- 6.25 Policies SP6 and CM5 seeks to ensure that development proposals do not have a significant adverse impact on the living conditions of the occupiers of adjacent residential properties which cannot be satisfactorily mitigated within the development proposal or by means of compliance with planning condition. On balance, the imposition of the recommended planning condition requiring the operation of the premises to be in strict accordance with the Management Plan, Noise Policy and Terms and Conditions would safeguard the living conditions of neighbouring residents from unacceptable noise and disturbance. Furthermore, should a statutory noise nuisance occur this would also be subject to investigation and potential enforcement through separate legislation.
- 6.26 In overall terms, the principle of development accords with the objectives of the NPPF and local plan policies. The proposal would not have a detrimental impact on highway safety and as such, the proposal is recommended for approval.

## **7. Planning History**

- 7.1 Planning permission was granted in 1989 for the conversion of redundant farm buildings to two dwellings.



- 7.2 In 1990, planning permission was granted for the conversion of redundant farm buildings to two dwellings.
- 7.3 Planning permission was granted earlier this year for the removal of condition 7 (residential/ non commercial restriction) of the previously approved permission 90/0011 (conversion of redundant barns to 2no. dwellings) to allow short term letting for Noble Garth.

## **8. Recommendation: Grant Permission**

1. The development shall be begun not later than the expiration of 3 years beginning with the date of the grant of this permission.

**Reason:** In accordance with the provisions of Section 91 of the Town and Country Planning Act 1990 (as amended by Section 51 of the Planning and Compulsory Purchase Act 2004).

2. The development shall be undertaken in strict accordance with the approved documents for this Planning Permission which comprise:
1. the Planning Application Form received 21st March 2022;
  2. the Site Location Plan received 24th March 2022;
  3. the Floor Plans submitted 28th March 2022;
  4. the Management Plan received 28th April 2022;
  5. the Noise Policy received 28th April 2022;
  6. the Terms and Conditions received 28th April 2022;
  7. the Notice of Decision;
  8. any such variation as may subsequently be approved in writing by the local planning authority.

**Reason:** To define the permission.

3. The holiday use hereby approved shall be undertaken in strict accordance with the Management Plan; Noise Policy; and the Terms and Conditions all received on 28th April 2022;

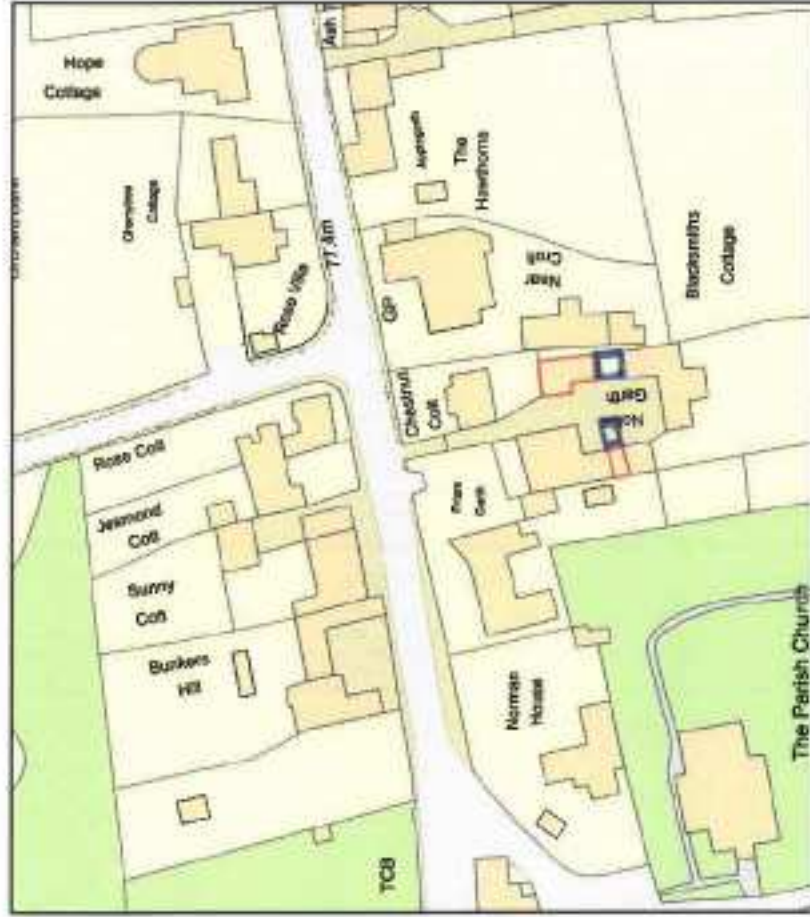
**Reason:** To safeguard the amenity of the occupiers of neighbouring residential properties in accordance with Policies SP6 and CM5 of the Carlisle District Local Plan 2015-2030.

4. Garaging and car parking shall be provided and retained in accordance with the details approved as part of application 90/0011.

**Reason:** To ensure that adequate parking is retained for the property in accordance with Policy IP3 of the Carlisle District Local Plan 2015-2030.

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Noble Garth 2021



Plan Produced for: Carle Place Council

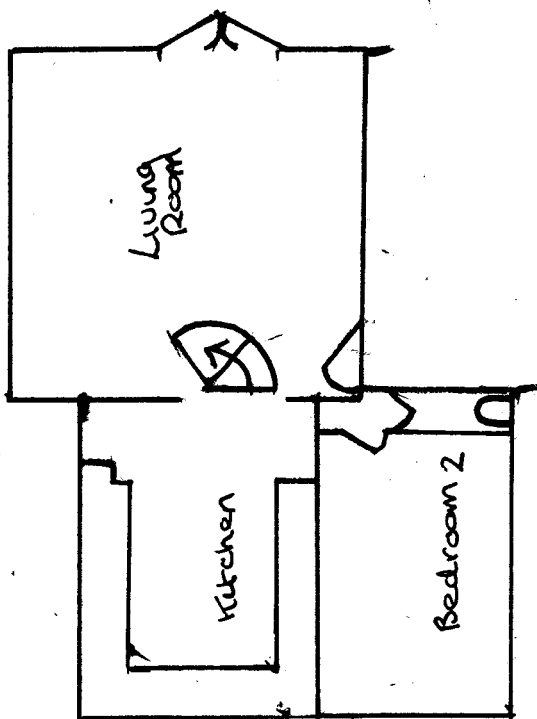
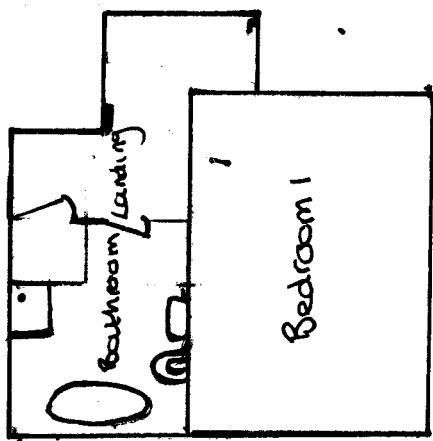
Data Produced: 23 Nov 2021

Plan Reference Number: TQRQM21327105927946

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# **Management Plan Noble Garth, Hayton, CA8 9HR**

Please find below detailed information on how Noble Garth will be managed in which any concerns over nuisance or noise will be mitigated.

## **Bookings**

We will be taking bookings both direct to ourselves and through online platforms such as Cottages.com, Booking.com etc. Noble Garth Online listing throughout each platform will state that Noble Garth is only suitable for a maximum of 4 people and is not suitable for Stag or Hen parties or multiple couples. This helps ensure that the type of booking will not give rise to louder, more excitable groups. Noble Garth target audience is for Families or Couples who are looking to enjoy the countryside of the local area. Pennines, Hadrian's wall, Scottish borders etc. Once a booking is made, ID is taken, and the online guest arrival instructions which include T&C's and Noise Policy are shared, which are detailed below in this management plan.

We will also accept up to two small dogs or one large dog which will be approved prior to the booking, guests are always fully responsible for their dog.

## **Group bookings and age**

We don't accept any bookings under the age of 21, no single sex groups unless they are a couple.

## **Troublesome guests**

T&C's will be communicated when a booking is made. If a customer does not agree with the T&Cs at this stage the booking can be cancelled by the customer. Guests are not to behave in an anti-social manner breach the peace or otherwise act in a way which may disrupt or affect the enjoyment of others.

Unauthorised guests are not allowed. Any guest staying at Noble Garth must be on the booking. We reserve the right to ask anyone to leave who breaks these rules.

Cottages.com T&Cs attached.

## **Pets**

Regarding dogs staying at Noble Garth there are strict guidelines that the owners must adhere to. Up to two dogs will be allowed to stay at Noble Garth.

1. Dogs must be always under strict control while at or in the property.
2. Any fouling must be cleaned up without delay.
3. Dogs must not be left alone in or at the property or elsewhere at any time.

Should any of these rules be broken the booking may be cancelled.

## **Maintenance.**

Gas boiler is checked/serviced by a Gas Safe registered engineer on an annual basis as per current legislation.

Electrical work has been checked by a competent electrician and a EICR is in place.

PAT Testing will be conducted on an annual basis by a qualified Electrician.

The Courtyard is very low maintenance and will be always maintained by the cleaner and owner.

### **Health and Safety (Fire and Risk Assessment).**

Fire safety assessment will be carried out and will be available to all guests in the guest house book. A Fire blanket and AFFF (Aqueous Film Forming Foams) Foam fire extinguisher is readily available in the kitchen. Operational instructions will be communicated in the guest house book and on the side of the extinguisher/Fire Blanket.

A risk assessment has been carried out and will be reassessed annually. The guest house book will contain all the important safety information needed. Smoke alarms and carbon monoxide alarms are fitted and tested regularly.

A first aid kit will be available, this will be inspected during each clean to ensure all contents are present. Any items which are not present will be replaced.

### **Noise Policy**

A noise policy is in place, guests will be sent a copy of our noise policy as part of the arrival instructions. We expect guests to always show consideration to surrounding neighbours, the noise policy will also be available in and clearly stated in the guest house book, so that guests are reminded when they arrive at Noble Garth.

The following noise restrictions apply: -

1. Do not play loud music outside and no music outside past 10pm.
2. Show consideration for the neighbours of the surrounding properties in the early mornings and late evenings.
3. You must limit any loud music inside of the property so it cannot be heard outside
4. Fireworks are strictly forbidden.

### **Hot Tub**

Note: - Should a hot tub be installed it will be specifically designed for the use in a Holiday let setting (HSG282 Compliant (Control of legionella and other infectious agents in spa-pool systems)). It will have additional insulation, silent pumps and be placed on rubber matting. No Bluetooth music system or TV will be installed to reduce the impact of noise inside the courtyard of Noble Garth.

1. Hot tub hours of use 7am-10pm

### **Guest Arrival**

1. Guests are asked to establish contact with us before arrival and reminded to read the online guest pack and noise policy.
2. Clear signage will indicate parking and clear instructions not to block any path or driveway will be provided.
3. We ask guests to only bring 1 vehicle, if another is unavoidable then they are asked to find a suitable space on the public highway.
4. We will provide clear instructions including a map and pictures to enable guests to find Noble Garth easily.
5. Guest will be made aware of the parking constraints in the village and to take care leaving and entering the driveway especially during school drop off and pick up times.
6. When guests arrive at Noble Garth a guest house book will be present inside of the property, example attached. This is a A-Z style guide which runs through each aspect of the property, from how too's, safety information, local places of interest and local amenities such as shops pubs and restaurants etc. Within the guest house book the Noise policy and Risk assessments will be present.

### **Guest management**

We have our property manager who lives locally will deal with any issues should they arise.

We will install a parking space camera so we can confirm that Parking rules are always adhered to.

## Noise Policy

### Noble Garth, Hayton, CA8 9HR

The following noise restrictions apply: -

- Do not play loud music outside and no music outside past 10pm.
- Show consideration for the neighbours of the property in the early mornings and late evenings.
- You must limit any loud music inside of the property so it cannot be heard outside
- Fireworks are strictly forbidden.
- Dogs must not be left outside to bark
- Hot tub use is restricted to the hours of 7am-10pm
- Please treat areas outside the property as quiet areas past 10pm.

**HOT TUB HOURS ARE FROM 7AM-10PM**, after which the lid must be replaced, and the Hot Tub closed. Please keep noise levels to a minimum when using the tub out of respect to our neighbours.

## Your property

The owner has set the following conditions on your stay at the property: Arrival and departure- You can arrive at your property at any time after 4pm (unless we tell you otherwise, for example on your confirmation) on the start date of your rental period. You must leave by 10am on the e last day. If your arrival will be delayed beyond 8pm on the start date of your rental period, you must contact the person whose details are given in the location guide. If you fail to do so, you may not be able to get into the property. If you fail to arrive by 12 noon on the day after the start date of your rental period and you do not let the person whose details are given on the location guide know you are arriving late, we on behalf of the owner may treat your booking as having been cancelled by you. In this situation, we will not refund any money you have paid.

Security deposits - Some owners require payment of a security deposit. If this applies to your chosen property, this is a direct arrangement between you and the owner, which we may or may not administer on behalf of the owner. The amount and details of how the payment should be made and how and when it will be returned (less any costs for breakages, damages etc. if applicable) will be provided at the time of booking. Behaviour –

You and all members of your party agree:

- to keep the property clean and tidy;
- to leave the property in a similar condition as you found it when you arrived;
- to behave in a way at all times while at the property which does not break any law;
- not to use the property for any illegal or commercial purpose;
- not to sublet the property or any part thereof or otherwise allow anyone to stay in it who we have not previously accepted on behalf of the owner as a member of your party;
- Not to behave in anti-social manner, breach the peace or otherwise act in a way which may disrupt or affect the enjoyment of others.

Maximum occupancy - You also must not allow more people than the brochure states to stay overnight in the property. You cannot arrange for visitors to the property without the advance consent of the owner. You cannot significantly change the number of adults or children during your stay. (For example, if you book for two adults and two children, you cannot arrive with four adults and no children.) You must not hold events (such as parties, celebrations or meetings) at the property without the advance consent of the owner.

If you do any of these things, the owner can refuse to hand over the property to you or can repossess it. If the owner does this, we will treat this as you are cancelling the booking. In these situations, you will not receive a refund of any money you have paid for your booking. And we or the owner will not be legally responsible to you as a result of this situation. (This will include, for example, any costs or expenses you have to pay due to not being able to stay in the property, such as the cost of finding other accommodation.) Neither we nor the owner are under any obligation to find any alternative accommodation for you.

Pets - Pets are not allowed unless we say so in the brochure/website. If you take a pet with you, it is not allowed upstairs, on beds or furniture, or in any shared facilities, such as swimming pools or

shops. You must not leave any pets unattended in the property, including any garden, and you must keep dogs on a lead within the boundaries of a property (including the garden). Registered assistance dogs are allowed in most properties featured in this brochure even if the property description says that pets are not allowed. NB: if you are travelling to France or Italy with a registered assistance dog, please contact us before making your booking. If you or any member of the party has a pet allergy, we cannot guarantee that dogs, or other pets, have not stayed in your chosen property, even if the owner does not allow pets, nor can we accept any responsibility for any subsequent health reaction. It is your responsibility to make specific enquiries before booking as some property owners may take their own pets to a property. You should also read the information on taking pets on holiday included in our brochure or on our website. If there is a charge for taking a pet, you will be told at the time of booking.

No Smoking - most properties are no smoking (including E-cigarettes), if you require a smoking property then please contact us Under 1 hour to airport feature -This is a guide only, calculated on the airport being up to 40 miles from the area that you are booking 15 Damage You are responsible for and agree to reimburse to the owner and us all costs incurred by the owner and/or us as a result of any breakage or damage in or to the property which is caused by you or any members of your party or any other persons invited into the property by you. The owner and/or we can ask for an extra payment from you to cover any such costs.

The owner expects the accommodation to be left in a reasonable state on departure. If in the owner's or caretaker's opinion, additional cleaning is required, you will be liable to the owner for the cost of this cleaning. You may need to check and sign an inventory of the property and its contents on arrival at the property. If you discover that anything is missing or damaged on arrival, please notify the owner/key holder immediately. 16 Right of Entry The owner is allowed to enter the property (without letting you know first if this is not practical or possible) if special circumstances or emergencies happen (for example if repairs need to be carried out) or if you break any of these booking conditions, the owner's own terms and conditions or any other terms that apply to your booking and/or the property.

The owner or its representative also is allowed to enter the property to inspect it (including but not limited to where you have complained about the property). If this happens, you will be given reasonable notice first. You agree to allow the owner or their representative (including workmen) access to the property as required by this clause. 17 Unreasonable behaviour The owners of all properties can refuse to hand over their property if the unreasonable behaviour of anyone in your party is likely to cause offence to other guests, to members of staff or to neighbours, or if the owner has reasonable cause to believe you or any member of your party will cause damage or loss to the property, its services or facilities. If this happens, the contract between you and the owner will end and you will not receive any refund and neither we nor the owner will have any further responsibility to you. The owners of all properties can end a stay after the keys have been handed over, if the unreasonable behaviour of anyone in your party (including anyone invited into the property by you) is likely to spoil the enjoyment, comfort or health of other guests, residents, neighbours or members of staff or where you or any member of your party (or anyone invited into the property by you) has broken or is likely to break any of these booking conditions, the Owner's terms and conditions or any other terms and conditions applicable to the property which you have been told about. If this happens, you will have to leave the property immediately and no refund will be given. You may also be responsible for any costs the owner has as a result of your behaviour as set out in clause