

# **Development Control Committee Supplementary Schedule**

This schedule contains information received since the distribution of the main schedule of applications.

13 May 2022



## Cumbria County Council

Flood & Development Management • Economy & Infrastructure • Parkhouse Building • Baron Way • Carlisle • CA6 4SJ  
T: 01228 221331 • Email: DMandLLFA\_east@cumbria.gov.uk

Carlisle City Council  
Development Management  
Civic Centre  
Carlisle  
CA3 8QG

For the attention of Richard Maunsell

Date: 3 May 2022  
Your reference: 22/0223

Dear Richard Maunsell

### CONSULTATION ON PLANNING APPLICATION

**Appn:** 22/0223  
**Site Address:** Noble Garth, Road Leading From A69 North Of Corby Hill To Townhead  
Via Hayton, Hayton, Brampton, CA8 9HR  
**Proposal:** Change Of Use Of Property From Dwelling To Holiday Let

Thank you for your consultation on the above Planning Application.

Cumbria County Council as the Local Highway Authority (LHA) and Lead Local Flood Authority (LLFA) has reviewed the above planning reference and I can confirm that we have no objection to the proposed development as it is considered that it will not have a material effect on existing highway conditions nor will it increase the flood risk on the site or elsewhere.

If I may elaborate slightly -

The traffic generation from a holiday let will be slightly less than from a "normal" dwelling on an average day. There will therefore be no intensification on the existing/historic use.

Yours sincerely

**Pieter Barnard**  
Lead Officer - Flood & Development Management

# **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