

THE SANDS BEACH CHALETs

NORTH BAY, SCARBOROUGH

SCHEDULE – CONDITIONS AS TO USE OF CHALET

- 1 The Chalet is to be used only between the hours of 7 am and 10.30 pm.
- 2 This letting relates to the period from 1 February to 2nd January 2010. No refund of rent will be given except in the circumstances outlined in Clause 13 below.
- 3 The driving and/or parking of motor vehicles is prohibited on the Promenade between the hours of 10 am and 5.30 pm and 7 pm to 6 am (except for authorised vehicles).
- 4 All children under the age of 16 years MUST be accompanied by an adult.
- 5 The Applicant must not damage, scratch or deface the Chalet in any way and must not deposit any refuse or rubbish near any Chalet otherwise than in the bins officially provided. The Chalet must be kept in a neat and tidy condition at all times.
- 6 The Chalet is to be used only for recreation, shelter or personal comfort and may not be used for any trade, business or calling of any kind.
- 7 The price includes the cost of electricity for normal use in accordance with these Conditions. The Owner reserves the right to charge the Applicant for the cost of electricity used otherwise than in accordance with these Conditions. Normal use refers only to use of a kettle from time to time and for no other electrical equipment.
- 8 The Chalet may not be transferred directly or indirectly to any other person.
- 9 The Chalet may only be used by such numbers as do not obstruct other Chalet users.
- 10 Benchmark Leisure Ltd will not be liable for any loss or damage to property or any personal injury arising out of the use of the Chalet. Users indemnify Benchmark Leisure Ltd for any claims or actions resulting from their use of the Chalets.
- 11 The Applicant must not allow any radio/audio or musical instrument to be played in such a way as to be a nuisance to the users of adjoining Chalets.
- 12 In the event of a breach of any conditions of use the Owner can without refund recover possession of the Chalet giving the Applicant one day's notice to that effect.
- 13 The Owner may terminate this Agreement at any time on giving one calendar month's notice in writing to the Applicant. If such notice is given by the Owner, the Owner will refund to the Applicant a proper proportion of the price, at the discretion of the Owner. No refunds will be paid in the event of breach by the Occupier.
- 14 The Applicant will be responsible for ensuring that during his/her period of use the conditions of any Policy of Insurance affecting the Chalet (which may be inspected at the offices of Benchmark Leisure Ltd, 1 Northallerton Business Park, Standard Way, Northallerton DL6 2XQ) and any rules and regulations made by the Owner under clause 17 below affecting the Chalet are observed.
- 15 The Applicant must pay to the Owner the cost of all loss or damage caused to the Chalet or any of the contents belonging to the Owner.
- 16 No sign or structure of any kind shall be fixed on or displayed from the Chalet except the name or number of the Chalet.
- 17 The Owner may make rules and regulations affecting the use of the Chalets and the common areas between them from time to time at its discretion and will provide a copy of any such rules and regulations to the Applicant.
- 18 The Owner reserves the right for its authorised agents to enter and inspect any Chalet and for that purpose to remove any lock or fastening to undertake necessary repairs and to do anything which, in the opinion of the Owner may be necessary for ensuring the proper use of the Applicant's Chalet or any other Chalet belonging to the Owner.
- 19 Maintenance of Chalets is carried out by the Owner. All enquiries should be referred to the Managing Agents– Escape2 The Sands, The Sea Front Apartments, Scarborough, North Yorkshire, YO12 7TN. Tel: 0560 113 8813.