

Rosehill Lodges - Terms and Conditions

Rev.3 January 2019

Our terms and conditions are available here to read. If you have any questions or require clarification regarding these please ask either before or during your stay and we will be happy to help.

Booking Contract

Any reference to either "us" or "we" in these Booking Conditions refers to Rosehill Lodges and grounds. The terms "you" or "your" are references to the person making the booking and all members of the holiday party. So that you understand the basis of the contract between you and us when you book your accommodation, we have laid out as clearly as possible, the conditions on which your booking is made. Nothing in these conditions affects your normal statutory rights. We believe our terms and conditions are reasonable and in line with other operators of self-catering holidays. Payment by you of any monies in order to secure your booking is confirmation that you have accepted these terms and conditions.

Your booking

Lodges are offered subject to them being un-booked at the time of receipt of your deposit. They are booked as a short-term holiday rental only. All bookings, however received, are considered as provisional until we have sent written confirmation. When we issue our written confirmation to you we enter into a contract with you, the party leader, which is subject to these Booking Conditions. The party leader will assume responsibility for the whole party and the compliance with these conditions by all party members. The names of all members of your party must be provided. We have the right to refuse any booking prior to the issue of our written confirmation, and if we do this we will tell you in writing and promptly refund any money you have paid us. When your confirmation is received, the details must be checked carefully. If anything is not correct you should tell us immediately. We will only accept bookings from families and couples. We do not accept bookings for hen and stag parties. We do accept bookings for family groups, weddings, family reunions etc. Please read the special conditions set out under the group bookings section. We reserve the right to refuse entry or to eject from Rosehill any person who in our opinion is unsuitable or causes nuisance or disturbance to our other guests or staff. Your accommodation is strictly for the use of you and for the members of your booking party. Children under the age of 18 years must be accompanied by their parent or guardian.

Group Bookings

We accept bookings from family groups, weddings, family reunions etc. with the following additional conditions. Use of the lodges is only suitable for the maximum allowed occupancy as advised on your booking. The lodges are not suitable (and it is not allowed) for parties and/or large gatherings to be held in any one lodge. (there are ample venues in the village just a short walk away for this purpose). Items of the lodge inventory must not be taken from one lodge to another.

Paying for your accommodation

A deposit of 10% of the value of your booking or £150 (whichever is greater), is payable by you at the time of booking. We will send you written confirmation of your booking and we will require you to carefully check the details. Your booking is only considered firm by us once your deposit has been paid. For on-line bookings, the booking system requires you to agree these terms and conditions. For bookings by telephone your payment is confirmation that you have agreed these terms and conditions. Our confirmation of your booking will be sent by email. Payment for the balance of the total cost of the holiday is due 8 weeks before your arrival date. Should any payments to us by any means and for any purpose be returned to us unpaid, we reserve the right to make an administration charge of £25 plus any charges incurred, such as bank charges. Entry to your lodge will be not be allowed until all funds are cleared.

Cancellation of booking by you

If you need to cancel your booking you must contact us as soon as possible and your cancellation must be confirmed in writing. The booking deposit is non-refundable under any circumstances. We will make every effort to re-let the property once formal cancellation has been received and if we are able to re-let at the same price an amount up to 75% of your total booking value will be refunded to you. If we are only able to re-let at a reduced price (with your approval), 75% of the reduced amount will be refunded. The maximum refund will be 75% of your total booking value. If we are unable to re-let, the full balance will remain payable by you. **We recommend that you take out suitable insurance to cover cancellation of your holiday due to unforeseen circumstances.**

Changing the date of a booking or accommodation type.

Once made your booking can not be transferred from one date to another or changed to a different accommodation type except at the discretion of us. If we do agree to a change in your booking requirements then an admin charge of £25 will be made. If we are unable to make changes to your booking and you need to cancel then our normal cancellation policy will apply. No re-funds are given for a holiday moved from a higher price bracket to a lower price bracket.

Cancellation of booking by us

If we must cancel your booking in advance for any reason, you will be refunded the full amount of any deposit or booking fees paid.

Termination of your holiday and Accommodation non-availability

If we must terminate your holiday early for any reason you will be refunded part of the booking fee based on the time remaining of the booking. No additional compensation will be payable. Rosehill is relieved of responsibility and financial liability in the event that the Lodge, offered and booked in good faith, not being available due to causes beyond our control. Unsuitable behaviour and contravention of any of our conditions will be treated as a

cancellation of your holiday by you, your holiday will be immediately terminated with no refunds paid.

Accidents, injury and personal property

We have no liability to you for the death or personal injury to you or any member of your party. You must take all necessary steps to safeguard your party and its personal property. No liability to you is accepted in respect of damage to or loss of such property.

Website and advertisements

We aim to ensure that the information and descriptions provided are accurately conveyed on our official website (www.rosehilllodges.com) and any authorized third-party websites or advertisements. There may be small differences between the actual accommodation and its description as we are always seeking to improve services and facilities. There are many unauthorized websites listing holiday cottages. We cannot accept responsibility for the descriptions on these sites. Occasionally, problems mean that some facilities or services become unavailable, and if this is the case we will tell you as soon as reasonably practical after we have been made aware of the situation. Similarly, we cannot accept responsibility for any changes or closures to local area amenities or attractions mentioned on the website or advertised elsewhere.

During your stay

You can arrive at your accommodation after 4 pm and before 8pm (dependant on the cleaning and maintenance schedule, NO arrivals after 8 pm) on the start date of your holiday and you must leave by 10 am on the last day. (This is to ensure that our high standards of quality and cleanliness are maintained). Lodges must be claimed and occupied within 24hrs of the due time of arrival. We reserve the right to re-let the accommodation after 24 hrs unless prior advice of delayed arrival has been received. We are entitled to refuse to hand over to you or to repossess the accommodation if we reasonably believe that any damage is likely to be caused by you or your party or can repossess the accommodation if damage has been caused. The occupants of your lodge are restricted to those named by you at the time of booking. Your lodge is strictly for your use only. The number of vehicles is restricted to those as listed at the time of booking and vehicles must be parked in the designated parking areas. You may not carry out any form of trade or business from the property, nor may you sub-let any part of the buildings. The inside of the lodge is entirely non-smoking and you agree not to smoke inside any part of the lodge. You must allow us or any representative of Rosehill Lodge's access to your lodge at any time during your stay.

Consideration for others

The lodges are set in a quiet area of Porthtowan and you are requested to pay due consideration to your neighbours and avoid late-night noise, particularly outside. TV's and music must be kept on low volumes and must not be audible outside of the lodge. Offensive or illegal behaviour will not be tolerated. Climbing of trees is not permitted. Children must be supervised inside as well as outside of your lodge.

Fires and fireworks

Apart from the external barbecue provided, no external fires are permitted. Under no circumstances must the barbecue be stocked up with firewood or taken on to the decking area. We are located in a wildlife rich valley. Under no circumstances are fireworks allowed.

Hot Tub

Rules on the use of your Hot Tub Spa are provided in each lodge and must be strictly adhered to. Children must be supervised at all times. Use of your hot tub before 8am and after 11.00 pm is not permitted and the maximum number of people in your hot tub at any time is four. (St Piran's Lodge hot tub has a maximum of two). Babies or toddlers (with or without nappies/swim nappies) are strictly not allowed to use the hot tub. Prior to your arrival your hot tub was cleaned, emptied and refilled with fresh water. In the event that your hot tub needs a water change during your stay a charge of £40 will be made.

In the unlikely event that your hot tub is faulty and cannot be used a refund will be given for each day the hot tub is inoperative up to a maximum of 10% of the total cost of your holiday calculated on a pro-rata daily basis.

Security Deposit

On arrival, a pre-authorisation refundable deposit of £200 (accommodation security charge) is required against your credit/debit card to cover such things as phone bills, extraordinary damages and losses, and excessive cleaning if this is deemed to be necessary. Any costs incurred by us over and above this pre-authorised £200 limit must be settled immediately. We should point out that it is an extreme rare occurrence to action a pre-authorisation and this would only be done after full consultation with you. We are a family business and fully appreciate that accidents happen and we do not charge for minor breakages. Should any payments to us by any means and for any purpose be returned to us unpaid, we reserve the right to make an administration charge of £25 plus any charges incurred, such as bank charges.

Cleaning on departure

Departure time on your last day is by 10am. On departure, your accommodation must be left clean and tidy and in a presentable state. Please note that any excessive cleaning needed to be carried out by us over and above our standard cleaning procedures will result in a cleaning charge which will be debited against your pre-authorised accommodation charge. We will contact you prior to any deduction being made.

Damage to property

You are responsible to us for the actual costs of any breakage or damage in or to the accommodation - along with any additional costs that may result - which are caused by you or your party. These costs will be deducted from your pre-authorised £200 accommodation charge, but are not limited to that amount. You will be billed for the difference between this and the actual cost of the repairs.

Lost property

Personal items left behind and found in your lodge after your departure will be kept for a maximum of 2 weeks. A small charge is made for returning items to you. Items not claimed will be disposed of.

Problems & Complaints

Every effort has been made to ensure that you have an enjoyable and memorable holiday and to date we have had no serious complaints or problems. If, however, you have any problem or cause for complaint it is essential that you contact us immediately to give us the chance to resolve it. We value your custom and want you to return.

Privacy Policy and Cookies

Privacy Notice

[Rosehill Lodges Privacy and Cookie Policy pdf](#)

Rosehill Lodges is also a member of Premier Cottages Limited, a professional collective of independent luxury cottage owners. Premier Cottages promotes our properties on our behalf as well as other luxury cottages. As members of Premier Cottages, we would like to give them your information so that they can contact you about quality properties that you might like. You may unsubscribe from this service at any time as detailed in our Privacy & Cookie Policy.

ROSEHILL LODGES COMPETITIONS.

Rosehill lodges run various competitions throughout the year, usually via twitter. To participate, please follow us on Twitter.

ROSEHILL COMPETITIONS TERMS AND CONDITIONS for Competitions.

Year: xxxx

COMPETITION 1 via Twitter

Book a week's holiday at Rosehill Lodges for xxxxxxxxxxxxxxxxxxxxxxxx and enjoy a Family Pizza Feast to the value of £40. The Pizza Feast will be made to order and prepared by The Cornish Pizza Company of St Agnes. Award winning pizzas, handmade using local Cornish ingredients.

Route to entry for the competition and details of how to enter are via Twitter @RosehillLodges. Closing date for entry will be as advised on twitter. This offer must be taken whilst on holiday at Rosehill Lodges and the offer must be taken in one go and cannot be split. Pizza Feast must be collected.

COMPETITION 2 via Twitter

Book a week's holiday at Rosehill Lodges for xxxxxxxxxxxxxxxx and enjoy a Koru Kayaking Adventure with a £60 voucher towards this great experience.

Route to entry for the competition and details of how to enter are via Twitter @RosehillLodges. Closing date for entry will be as advised on twitter. This offer must be taken whilst on holiday at Rosehill Lodges and the offer must be taken in one go and cannot be split.

COMPETITION 3 via Twitter

Stay at Rosehill Lodges for a week's holiday in xxxxxxxxxxxxxxxx and receive free cycle hire for two people for a whole day from Elm Farm Cycle Centre. A voucher to the value of £30 will be given.

Route to entry for the competition and details of how to enter are via Twitter @RosehillLodges. Closing date for entry will be as advised on twitter. This offer must be taken whilst on holiday at Rosehill Lodges and the offer must be taken in one go and cannot be split.

1. The promoter is: Rosehill Lodges, Porthtowan, Cornwall, TR4 8AR, VAT number 794553976.
2. Employees of Rosehill Lodges or their family members or anyone else connected in any way with the competition or helping to set up the competition shall not be permitted to enter the competition.
3. There is no entry fee to enter this competition.
4. Route to entry for the competition and details of how to enter are detailed in the offer.
5. Closing date for entry will be as detailed in the offer. After this date, no further entries to the competition will be permitted.
6. No responsibility can be accepted for entries not received for whatever reason.
7. The rules of the competition and the prize for each winner are as follows: Further information can be found at: <http://www.rosehilllodges.com/prices-and-booking/terms-and-conditions>.
8. The promoter reserves the right to cancel or amend the competition and these terms and conditions without notice in the event of a catastrophe, war, civil or military disturbance, act of God or any actual or anticipated breach of any applicable law or regulation or any other event outside of the promoter's control. Any changes to the competition will be notified to entrants as soon as possible by the promoter.
9. The promoter is not responsible for inaccurate prize details supplied to any entrant by any third party connected with this competition.

10. No cash alternative to the prizes will be offered. The prizes are not transferable. Prizes are subject to availability and we reserve the right to substitute any prize with another of equivalent value without giving notice.

11. Winners will be chosen as detailed in the offer.

12. The winner will be notified by email and/or letter within 28 days of the closing date. If the winner cannot be contacted or do not claim the prize within 14 days of notification, we reserve the right to withdraw the prize from the winner and pick a replacement winner.

13. The promoter will notify the winner when and where the prize can be collected.

14. The promoter's decision in respect of all matters to do with the competition will be final and no correspondence will be entered into.

15. By entering this competition, an entrant is indicating his/her agreement to be bound by these terms and conditions.

16. The competition and these terms and conditions will be governed by [English] law and any disputes will be subject to the exclusive jurisdiction of the courts of [England].

17. The winner agrees to the use of his/her name and image in any publicity material. Any personal data relating to the winner or any other entrants will be used solely in accordance with current [UK] data protection legislation and will not be disclosed to a third party without the entrant's prior consent.

18. The winner's name will be available 28 days after closing date by sending a stamped addressed envelope to the following address: Rosehill Lodges, Porthtowan, Cornwall, TR4 8AR.

19. Entry into the competition will be deemed as acceptance of these terms and conditions.

20. This promotion is in no way sponsored, endorsed or administered by, or associated with, Facebook, Twitter or any other Social Network. You are providing your information to Rosehill Lodges and not to any other party. The information provided will be used in conjunction with the following Privacy Policy found at:

<http://www.rosehilllodges.com/RosehillLodgesPrivacyandCookiePolicy.pdf>