

# **Rosehill Lodges - Terms and Conditions**

## **Revision 5 June 2020**

**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 are happy to 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 30 days before your arrival date, (reduced to 14 days for July, August and September 2020). Entry to your lodge will be not be allowed until all funds are cleared.

## **Cancellation of booking by you**

**As part of our “Book with Confidence and Easy Cancellation Terms” commitment to you we are happy to set out our terms as follows:**

If you need to cancel your booking you must contact us as soon as possible and your cancellation must be confirmed in writing. Please note that any refund given to you when cancelling your reservation will be subject to deductions, as set out in these terms.

Your deposit is non-refundable, but we are happy to allow the deposit paid as a credit against a new holiday with us within two years of your cancellation. (You should be aware that the deposit paid by you is small in comparison to other accommodation providers).

If you have paid the balance, we are happy to refund the balance paid less an admin charge of £60.

Alternatively, if you wish, we are happy to postpone your holiday to new dates within two years of your cancellation and any deposit or balance monies paid by you will be used as a full credit against your new holiday. If your new holiday is at a higher price bracket then you will need to pay the difference and conversely if your holiday is at a lower price then the difference will be held as a credit for you against another future holiday within two years of your original cancellation.

If there are other costs incurred by us in making specific arrangements for you (for example, where you have requested certain activities, additional facilities, etc.) you will need to pay for these on cancellation as part of our settlement.

We should emphasise that it is your responsibility to ensure that you have adequate insurance in place to cover any loss or damage that you may suffer as a result of cancelling all or part of your stay with us and any associated costs.

## **Cancellation of booking by us**

As part of our “Book with Confidence and Easy Cancellation Terms” commitment to you we are happy to set out our terms as follows:

If we need to cancel your holiday or if Rosehill Lodges performance is hindered or prevented by a **Force Majeure Event** (please see definition below), Rosehill Lodges will offer you a choice of a full refund or alternative holiday dates. This will be the limit of our liability.

We should emphasise that it is your responsibility to ensure that you have adequate insurance in place to cover any loss or damage that you may suffer as a result of a cancellation of all or part of your stay with us and any associated costs.

## **Force Majeure Event**

In this contract, a **Force Majeure Event** means any of the following circumstances which may hinder or prevent the performance of the contract, including but not limited to: acts of God, flood, drought, earthquake or other natural disaster; epidemic or pandemic; terrorist attack, civil war, civil commotion or riots, war, threat of or preparation for war, armed conflict, imposition of sanctions, embargo, or breaking off of diplomatic relations; nuclear, chemical or biological contamination or sonic boom; any law or any action taken by a government or public authority, including without limitation imposing a restriction, prohibition, or failing to grant a necessary licence or consent; collapse of buildings, fire, explosion or accident; any labour or trade dispute, strikes, industrial action or lockouts; non-performance by suppliers or subcontractors; and interruption or failure of utility service.

## **Changing the date of a booking or accommodation type.**

Once made your booking may be transferred from one date to another or changed to a different accommodation type. There is no charge for doing this. If the new dates are in a higher price bracket, then you will need to pay the difference.

## **Termination of your holiday and Accommodation non-availability**

If during your holiday we must terminate your holiday early for any reason you will be refunded part of the booking fee based on the time remaining of your holiday. 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 such as a **Force Majeure Event**. 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 personal property.

We should emphasise that it is your responsibility to ensure that you have adequate insurance in place to cover any loss or damage that you may suffer as a result of accidents, injury and loss of personal property and any associated costs.

## **Website and advertisements**

We aim to ensure that the information and descriptions provided are accurately conveyed on our official website ([www.rosehilllodges.com](http://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 and arrival and departure times**

You can arrive at your accommodation after 4 pm and before 8pm at the latest (dependant on the cleaning and maintenance schedule), 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). Other arrival times may be agreed if your arrival day is not our normal Friday and Monday changeovers. 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**

**Addendum: During the COVID 19 Pandemic no pre-authorisation good housekeeping deposit will be taken. This is to ensure safe social distancing. You are still fully liable to pay for all damages caused by you during your stay. Please report these on departure.**

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.

## **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 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.

<https://www.rosehilllodges.com/privacy-cookie-policy/>

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