



## WOODLAND LODGES AND CORNWALL COTTAGE (SELF CATERING)

### TERMS OF SUPPLY

#### 1. Introduction and Definitions

1.1 Belle Isle Hotels (Cornwall) Management Ltd. Trading as The Cornwall Hotel & Spa (the “Company”).

1.2 Woodland Lodges within the estate are individually owned

1.3 In these terms and conditions, the following definitions shall apply:

- “Contract” means the contract between the “Guest” and the “Owner” incorporating these terms and conditions
- “Guest” means the “Lead Guest” and all other persons on whose behalf a booking is made
- “Estate Rules” means the rules and regulations governing use of the Facilities which are provided to the Guest at the time of booking
- “Facilities” means The Cornwall Estate, the leisure facilities and spa and the surrounding woodland parkland
- “Holiday” means your period of stay at the Woodland Lodge and use of the Facilities, as confirmed in the booking confirmation
- “Holiday Confirmation” means Our confirmation of Your holiday supplied to You on receipt of payment
- “Hotel” means the Cornwall Hotel & Spa, Tregorrick
- “Lead Guest” means the person making the booking
- “Woodland Lodge” means the property you will be occupying during your holiday
- “Owner” means the proprietor of the Woodland Lodge, with whom the Guest contracts
- “Terms” means these terms and conditions which form part of the Contract between the Guest and the Company as agent for the Owner of the Woodland Lodge
- “Mid-Week Clean” means clean of bathrooms, change of towels, top up amenities, bins emptied, vacuum and general tidy (includes pulling up beds). Mid-Week cleans will be charged at the appropriate rate
- “Full Clean” means Mid-Week Clean plus, full linen change, full clean of kitchen, all rooms dusted

1.4 Clauses and schedule headings do not affect the interpretation of these Terms.



1.5 Words in the singular include the plural and in the plural include the singular.

1.6 References to Us/We/Our are references to the Company and shall be construed accordingly.

1.7 References to You/Your are references to the Guest and shall be construed accordingly.

## 2. General

2.1 The Company has been appointed as agent of the Owner to arrange and manage bookings on their behalf. Whilst the Company is authorized to enter into this Contract on behalf of the Owner, the Contract is between You and the Owner.

2.2 The Company reserves the right to alter or vary these Terms at any time. The Terms applicable to your Contract will be those applying when We accept your booking.

2.3 The Woodland Lodge is one of a number of Woodland Lodges on The Cornwall Estate which includes a hotel and leisure facilities.

## 3. Bookings

3.1 The Lead Guest must, at the time of making the booking, be over the age of 18 and have the authority of the Guests to make the booking. We will only deal with the Lead Guest in any future correspondence.

3.2 Any online booking is subject to availability. If we are unable to meet your request, we will contact you. If we can confirm your booking, the deposit will be taken. If there is an obvious error on the booking confirmation, we reserve the right to correct it as soon as we become aware of it.

3.3 Holidays are for a maximum of 4 weeks. Holidays commence at 4 pm on the date of arrival and end at 10 am on the date of departure.

## 4. Deposits

4.1 If a booking is made 4 weeks or more before the Holiday is due to start, a 25% deposit will be payable. This is non-refundable.

4.2 If a booking is made less than 4 weeks before the Holiday is due to start the full price is payable at the time of booking.

4.3 For guests staying in our Woodland Lodges we would like to make you aware that a £200 security deposit will be taken at check in. This is to cover any damages. Any monies not used will be returned to you once you have departed.

## 5. Payment



5.1 You will be required to pay the deposit or the full accommodation price as the case may be before we can issue you with a Holiday Confirmation. The Contract will be formed on receipt of payment.

5.2 Payment of the balance of the accommodation price is payable 4 weeks before the Holiday is due to start. Failure to make the payment will result in the booking being cancelled and the deposit will be forfeited.

5.3 Payments may be made by credit card, debit card or bank transfer.

5.4 If payment for your booking is made by credit card We reserve the right to charge a handling fee, and will advise You at the time of booking.

5.5 We do not send reminders of when payments are due as the dates are shown on the Holiday Confirmation.

5.6 The Owner may be registered for VAT in which case the VAT payable is included in the accommodation price.

## 6. Alterations and Cancellations

6.1 If we make changes to your booking sometimes, due to circumstances beyond Our control We may need to alter the terms of Your booking. If this happens, We will inform You immediately. If the alteration is material, You will be entitled to a full refund of any payment already made. Wherever possible we will provide a Woodland Lodge of similar standard if the one booked becomes unavailable.

6.2 If You make changes to Your booking If You wish to change Your booking, You will need to inform us immediately in writing. Whilst We will endeavour to meet any request You may have, We cannot guarantee that We will be able to meet it. If We cannot meet Your request, We will inform You immediately. If You decide to cancel Your Holiday as a result, cancellation charges will apply. These provisions are the extent of our liability to You.

6.3 Cancellations You may cancel Your Holiday at any time before arrival, subject to payment of the cancellation charges set out in clause 7, below.

6.4 Notification of cancellation must be submitted to Us in writing ("Cancellation Notice") to the Reservations department. The day that we receive the Cancellation Notice will, for the purposes of the Cancellation Charges be known as the "Cancellation Date".

6.5 We aim to process any refund due to You within 14 days of You informing us of the cancellation.

## 7. Cancellation Charges

These charges are based on how many weeks before your booked arrival time we receive your cancellation notice. These charges are a percentage of the total cost of Your accommodation, as confirmed on the booking confirmation.



If the Cancellation Date is:-

4 full weeks (28 days) or more before the arrival date, 25% deposit will be retained.

Less than 4 weeks (27 days or less) prior to arrival, the full payment will be retained.

## 8. Inventory

You should check the inventory supplied within 8 hours of arrival. Any discrepancies should be notified to Us immediately to avoid incurring additional charges for items that are either broken or missing.

## 9. Linen and towels

3 Linen and towels are included. Towels and linen will be changed every seven days during your Holiday. Additional towel and linen changes can be requested and this will be charged at the appropriate rate.

## 10. Cleaning

Your Woodland Lodge will be cleaned prior to your stay and on departure. A Full Clean will be provided every 7th day of your Holiday. Additional Mid-Week and Full Cleans can be requested and will be charged at the appropriate rate.

## 11. Use of the Facilities

11.1 You are permitted use of the Facilities during Your Holiday subject to strict observance of the Estate Rules. We reserve the right to prohibit any Guest from further use of the Facilities for failing to adhere to the Estate Rules (see Appendix 1 for Estate Rules).

11.2 Use of the Facilities are strictly limited to Guests. Guests are not permitted to allow third parties to enter upon or make use of the Facilities without Our prior consent and payment of an additional charge if applicable.

## 12. Hot Tubs

Some of our lodges include hot tubs which include regulations applying to all users. We ask that you do not attempt to handle any electrics; should any electrics be altered that result in the hot tubs being drained and refilled as a consequence, there will be a monetary charge. If you book a lodge with a hot tub, we cannot guarantee that it will be heated to temperature on the day of your arrival, due to drainage and refilling between lettings, with a period necessary to allow the hot tubs to heat to temperature. The hot tub will be guaranteed working on the first morning of your stay. We apologise for any inconvenience caused. Hot tubs cannot be used before 10am or after 10pm.

## 13. Your Obligations

You agree:

13.1 That any damages to the property or any compensation given to other guests for behaviour or noise disturbances may be charged to your card. You also agree to pay for any losses, breakages or damage to the Woodland Home or its equipment caused by You or a member of Your party (reasonable wear and tear excluded). You will be charged directly to your debit or credit card to replace the damaged item with new.

13.2 to pay for all solid fuel and telephone charges used or incurred during the Holiday unless included in the accommodation price

13.3 to check the condition of the property upon arrival and notify Us immediately of any damage.

13.4 to take good care of the property and leave it in a clean and tidy condition at the end of the Holiday. A cleaning service is not provided during the Holiday unless otherwise specified.

13.5 not to part with possession of the Woodland Lodge or share it, except with members of the party named on the Holiday Confirmation.

13.6 not to allow more than the total number of adults and children stipulated in the Holiday Confirmation to stay in the Woodland Lodge – a cot may only be occupied by a child aged 24 months or less. Adults shall be persons over 16.

13.7 not to cause an annoyance or become a nuisance to occupants of other Woodland Lodges on the estate.

13.8 not to smoke in the Woodland Lodge.

13.9 to ensure that all children under 16 are accompanied by a responsible adult when visiting the pool in the Spa. Certain periods of the day will be reserved for adults being guests over 16. You should check the times with the Hotel reception.

13.10 only to use car parking spaces designated by Us for use with Your Woodland Lodge and not to bring trailers, caravans or motorhomes onto the Facilities.

#### 14. Liability

14.1 We will not be liable for any act, negligence or default on the part of the Owners or any other person whether or not within their employment or otherwise under their control, nor for any accident, damage, loss, injury, expense or inconvenience, whether to person or property, which You or any other person may suffer arising out of, or in any way connected with the Holiday or Facilities unless We are responsible.

14.2 Nothing in these conditions excludes or limits Our liability or the Owners liability for death or personal injury caused by Our or the Owner's negligence or any matter for which liability cannot be excluded by operation of law.

#### 15. Special Arrangements for Pets

15.1 If You wish to bring domestic pets on your Holiday, you must inform us and include them in your booking and pay the additional fee shown on the



accommodation price. Pets are only permitted with Our prior consent and shall at all times be kept under control. Dogs must be kept on a lead at all times outside the Woodland Lodge. Guests that choose to bring dogs on to the estate must comply with the terms and conditions.

15.2 Any additional cleaning or any damaged caused as a result of You bringing Your pets will be charged to your credit card.

## 16. Force Majeure Events

Neither we nor the Owner shall have any liability to You under the Contract if We are prevented from, or delayed in performing, Our obligations under the Contract or from carrying on Our business by acts, events, omissions or accidents beyond Our reasonable control, including (without limitation) strikes, lock-outs or other industrial disputes (whether involving Our workforce or any other party), failure of a utility service or transport network, act of God, war, riot, civil commotion, malicious damage, compliance with any law or governmental order, rule, regulation or direction, accident, breakdown of plant or machinery, fire, flood, storm or default of suppliers or subcontractors.

## 17 Brochure/website descriptions

17.1 Whilst every effort is made to ensure information and prices contained in brochures, on Our website and in other promotional literature is accurate, We cannot guarantee that they will be free from error or that prices and descriptions will not have changed since the date of publication. You must ensure that You check all details of Your Holiday, the Woodland Lodge and the Facilities at the time of booking.

17.2 There may be small differences between the literature supplied and the Woodland Lodge as We are continually updating and improving Our services. We are confident that where applicable, these will not adversely affect the quality of Your Holiday.

17.3 Neither We nor the Owner shall be responsible for information provided by or about third parties that is outside of Our or the Owner's control.

## 18. Complaints

Every effort has been made to ensure that you have an enjoyable Holiday. If, However, you have any cause for complaint please let us know immediately so that we can inform the Owner and/or the Hotel management as appropriate and try to resolve it. Complaints should be made to the Hotel reception. If after this, you feel that the problem has not been resolved to your satisfaction then the Lead Guest must within 14 days of returning from your Holiday put your complaint in writing to Us. Any assistance provided in resolving a complaint in relation to your booking is provided on a goodwill basis and in our capacity as agent only.

Please send your letter to the Hotel Manager, The Cornwall Hotel & Spa, Pentewan Road, St Austell, Cornwall, PL26 7AB.

## 19. Miscellaneous



19.1 A waiver of any right under the Contract is only effective if it is in writing and it applies only to the circumstances for which it is given. No failure or delay by either of us in exercising any right or remedy under the Contract or by law shall constitute a waiver of that (or any other) right or remedy, nor preclude or restrict its further exercise. No single or partial exercise of such right or remedy shall preclude or restrict the further exercise of that (or any other) right or remedy.

19.2 If any provision of the Contract (or part of any provision) is found by any court or other authority of competent jurisdiction to be invalid, illegal or unenforceable, that provision or part-provision shall, to the extent required, be deemed not to form part of the Contract, and the validity and enforceability of the other provisions of the Contract shall not be affected.

19.3 The Contract constitutes the whole agreement between Us and You and supersedes all previous agreements between the parties relating to its subject matter.

19.4 You will not, without Our prior written consent assign, transfer, charge, mortgage or subcontract any of Your rights or obligations under the Contract.

19.5 We may at any time assign, transfer, charge, mortgage, subcontract or deal in any other manner any or all of Our obligations under the Contract to any third party or agent.

19.6 A person who is not a party to the Contract shall not have any rights under or in connection with it.

19.7 Any notices or communications served under the Contract shall be to, in the case of You , the address of the Lead Guest as detailed on the Holiday Confirmation, or to the Owner or the Company, at The Cornwall Hotel Spa & Estate, Pentewan Road, St Austell, Cornwall, PL26 7AB .

19.8 The Contract, and any dispute or claim arising out of or in connection with it or its subject matter or formation shall be governed by, and construed in accordance with, the law of England and Wales. The parties irrevocably agree that the courts of England and Wales shall have exclusive jurisdiction.

## 20. Lost Property

20.1 Items accidentally left behind and found by Hotel Staff in a Lodge ('Lost Property') after a Guest has checked-out will be collected, registered and stored securely at The Hotel for a period of no longer than 30 days.

20.2 The Cornwall will take reasonable steps to respond to enquiries related to lost property.

20.3 The Hotel is able to arrange for any Lost Property to be returned to a Guest by secure delivery. The Guest will be liable for the cost of any return delivery charges.

## APPENDIX 1

### ESTATE RULES

Guests will not cause or allow any child under the age of sixteen to use the Pool or Spa in the Leisure Facilities unless such child is accompanied by a responsible adult. We have adult only swim times. Please refer to our website or at the Spa for current times.

All motorised vehicles and road users must comply with the road signs and road markings on the Estate roads and will comply with the Estate maximum speed limit of 15 miles per hour.

Guests will not keep or permit to be kept any bird or animal on or in a Woodland Home or elsewhere on the Estate (other than domestic pets which shall always be under control or with the prior written consent of the Management Company from time to time).

Guests will not obstruct or permit to be obstructed any common areas or roads or access-ways or footpaths on the Estate or create any nuisance.

Guests will not park or permit to be parked on the Estate or any car parking space on the Estate any vehicle other than a taxed private motor car or motor cycle and will not carry out any works of repair to such vehicle and will not cause or allow any trailer, caravan or motor-home or other similar vehicle to be brought onto the Estate or to be parked in any car parking space.

Guests will not erect or permit to be erected any television wireless or other aerials or satellite dish on the exterior of the Woodland Homes or elsewhere on the Estate.

Guests will not use or permit any car parking space designated as a visitors' car parking space to be used otherwise than for occasional visitors' parking.

Guests will not light fires or barbeques or cause or allow anyone else to do so anywhere on the Estate otherwise than in such communal barbeque areas as the Management Company shall designate from time to time.

Guests will not erect a tent or any other temporary or permanent structure on the Estate or cause or allow anyone else to do so.

Guests will not play music, whether live or recorded, so as to be audible outside the Woodland Homes or cause or allow anyone else to do so and will not play music, whether live or recorded elsewhere on the Estate or allow anyone else to do so.

Guests will not hang washing outside the Woodland Homes or on any balcony so as to be visible from outside of the Woodland Homes or cause or allow anyone else to do so.

Guests will not harm, damage or otherwise interfere with any bats, badgers or other protected species on the Estate or cause or allow anyone else to do so.





Guests will not cut, lop, damage or remove any trees and/or shrubs which may be planted on the Estate.

Guests will not keep or leave any rubbish or refuse outside of the Woodland Lodge or elsewhere on the Estate other than in a proper receptacle in the external enclosed bin areas attached to the Woodland Lodges and may only place the rubbish receptacles in other designated places on the day stipulated for the collection of the same by the local authority or by the Management Company.

Guests will observe all conditions contained in any Planning Permission and those that may be required by other statutory authorities or otherwise by law which affect a Woodland Lodge or the Estate.

Guests will observe and respect all Estate signage and Estate Management instructions.