

Holiday accommodation terms and conditions

Please read these terms and conditions before booking your holiday lodge. If you have any questions about them please do not hesitate to contact us.

Waterside Cornwall lets out lodges on behalf of itself, "The Company"

Once the holiday confirmation is issued, the contract will be between you "The Holidaymaker" and The Company.

The Company will deal with all aspects of your booking at all times.

1. The Holidaymaker is the person named on the booking form, and he/she is responsible for the obligations and conditions of hire. The Holidaymaker shall not pass the booking to another party. The Holidaymaker must notify The Company of any changes to the number of people staying at the property in writing before the booking starts. Whilst we always try to meet the requirements of The Booker, The Company does reserve the right to not accept the changes or to apply extra charges as appropriate.

2. Booking - A booking can be made using the online reservation system. If you don't have access to the internet or would prefer to discuss your holiday preferences, please call us on 012088 31808 or email info@watersidecornwall.com. We will help you find the right property for your holiday but reserve the right to refuse any booking. Calls to our office may be recorded for training and monitoring purposes. For properties that have special offers applied, it is the largest offer on the property that is valid at the time booking, two special offers cannot be processed on one booking.

3. Payment - A booking deposit must be paid at the time of the booking and once paid, this is non refundable except where authorised by statute. Your booking can be paid by debit card or credit card. The booking is only confirmed after the deposit is received and a Booking Confirmation email sent from The Company to The Holidaymaker. The Company will contact you by email unless you advise that you would prefer to be contacted by post. You should read the confirmation details carefully and contact the Agent immediately if anything is incorrect.

4. The balance of the booking is payable 28 days before the start of the holiday. For bookings made less than 28 days before the start of your holiday, the total amount is payable at the time of booking. If the balance of the booking is not paid by the due date, The Company shall be entitled to cancel the reservation and The Holidaymaker will forfeit the deposit. We will attempt to re-let the property, but should it remain empty the occupier will also be liable for the remaining balance. Rental prices may increase or decrease over time but you will be charged the price quoted on the website at the time of booking.

5. Use of the property - The Holidaymaker will have access to the property from 4pm on the arrival day, although it may be possible to check in earlier. Check your individual booking confirmation email for details or call us.

6. Departure - The Occupier must depart the property by 10am on the departure day unless a later time is agreed by The Company. If you are late departing the property, you will be charged a late checkout fee of £20 per half an hour after 10am. Un-arranged late departures can impact on our ability to check arrivals in on time and we respectfully ask that all Holidaymakers comply with the check out time.

7. Stag or hen party groups and unaccompanied teenagers are not permitted at any of the properties. The General Manager may at his discretion give specific permission to any of the groups above, but will request a substantial deposit which would be forfeited in its entirety should the group be noisy or cause disruption to other guests or damage to property.

8. All children staying at the property must be accompanied by their parents or legal guardians at all times

9. All properties are non smoking.

10. The Company reserves the right to terminate the Holidaymaker's stay if they or members of their party display unreasonable behaviour, cause nuisance to other parties or damage to the property, or if the number of persons occupying the property exceeds the maximum stated. The contract is personal to the Holidaymaker.

11. The property shall not be used for any commercial purposes. This booking is granted by The Company to The Holidaymaker for the Holiday Period and is not intended to create the relationship of Landlord and Tenant between the parties. The Holidaymaker is granted the right to occupy the property for the holiday period specified but The Holidaymaker has no right to remain in the accommodation after this time and shall not be entitled to any statutory security of tenure. In the event of early termination of The Holidaymaker's occupation of the lodge no refunds will be made and you will have no further claim against The Company or The Owner.

12. What's included: Electricity, gas and water supplied to the property, are included in the rent. Bed linen and towels are provided at all properties for the double & twin bedrooms. Travel cots, where provided, have mattresses but all baby bedding and linen should be brought by The Holidaymaker.

13. WIFI and Phone Reception: Free Wifi is available for customers

14. Pets - Pets are not permitted anywhere on site.

15. Cleaning and damage - The Occupier must agree to take good care of the property and its contents and on departure leave it in a clean and tidy condition. The Occupier may not be charged for minor items but is responsible for all breakages and damages and the cost will be payable on demand. All damage, loss or breakage to the property or contents must be reported to reception as soon as possible. The Agent or Owner will repair the damage as soon as is practical. Lost property will be kept for two weeks and if unclaimed it will be donated to local charity shops. We can not accept any liability for items left at the property.

16. Cancellations - Any cancellation must be made in writing (email is acceptable).

If your cancellation is more than 14 days prior to arrival you are only liable to pay the deposit amount.

If your cancellation is within the 14 days prior to arrival you may also be subject to a £75 administration fee. You are liable to pay the full amount.

The Company reserves the right to refuse any booking or to cancel any booking already made subject to refunding any sums you have already paid. The Booker will have no further claim against The Company.

17. Liability - The Company shall not be liable to the Holidaymaker or members of his party for any accident, loss, damage, injury, expenses, or inconvenience that may be incurred in connection with the rental howsoever suffered or incurred by the Holidaymaker. We recommend that you insure for such loss.

18. Circumstances beyond the control of The Company - Except where otherwise stated in these Conditions, The Company shall not be liable for any change or cancellation which is a result of unusual and unforeseeable circumstances beyond its control; for example fire, flood, exceptional weather conditions and epidemics.

19. Nothing in these Terms and Conditions purports to limit or exclude liability for personal injury or death as a result of the negligence of The Company, it's agents and sub-contractors. Your statutory rights are not affected.

20. Complaints - We hope your holiday runs smoothly but if you do have a complaint it is essential that you report it immediately to reception so that the company can do their best to resolve it. We cannot accept claims for compensation lodged after departure as it is no longer possible to investigate the problem and take remedial action. Compensation will not be given where the guest has denied The Company the opportunity to try to put matters right during a stay. The Company shall not be held liable for any disruption coming from or breakdown of appliances, although any breakdowns will be fixed as soon as reasonably possible. Under no circumstances will The Company's liability exceed the rental paid for the property.

21. Access to the property - The Holidaymaker should permit The Company and its agents access to the property at reasonable times for inspection or to carry out maintenance and repairs.

22. Photos, maps and floor plans are for illustrative purposes only. The Company cannot be held responsible for changes or mistakes. Whilst every effort is made to ensure the accuracy of the property details on the companies website, all statements are made in good faith and are for guidance only. We continually monitor authorised partners and 3rd party websites and provide regular updates, however the company is not liable for any misrepresentation or incorrect information on 3rd party websites and affiliates.

23. You and all members of your party agree both to keep the property clean and tidy and to leave the property in a similar condition as you found it upon your arrival. You are responsible to the company for the actual costs of any breakage or damage in or to the property - along with any additional costs that may result - which are caused by you and/or any members of your holiday rental party.

24. The Company may at its absolute discretion refuse to hand over the keys to a property or terminate a holiday where in the opinion of the company a person or group is likely to cause

damage, distress or annoyance to other persons or property. In such event The Company will be under no obligation to refund, compensate or indemnify you.

25. Your personal possessions - All customers are responsible for their personal possessions and property at all times and are required to exercise due care and attention to ensure their own personal safety and wellbeing.

26. Vehicles - The 5 mph speed limit must be adhered to at all times. Be aware of children playing near or on road ways and especially at blind spots where they could run out from behind a hedge or other obstruction

27. Peace and quiet - To ensure the quiet enjoyment of your holiday, parents and guardians are requested to ensure that those under the age of 18 are back in their accommodation by 11pm. Music can be played between the hours of 9am and 10pm but must not be loud enough to interfere with other guests.

28. The Company or its representatives reserve the right to require you and any members of your party to leave where such persons breach the terms set out in these conditions.

29. Your rights - Your statutory rights are not affected by anything contained within these conditions.

30. The Law - Any disputes between you and the Owner will be governed by the exclusive law of the English courts.

END OF TERMS AND CONDITIONS OF YOUR BOOKING

Before you go...

If you have any questions, please give us a call and one of our team members will be happy to help you.