

Booking Terms & Conditions

30/10/2021



WOOLDOWN
HOLIDAY COTTAGES

In these booking terms and conditions, 'you' and 'your' means the person named on the booking confirmation and all members of your party which are anyone named on the confirmation and any agreed day visitors or agreed replacements or additions made at a later date. 'We', 'us' and 'our' means Wooldown Holiday Cottages of Wooldown, Sharlands Road, Marhamchurch, Bude, Cornwall, EX23 0HP.

1. Before booking with us

1. a. Bookings depend on:

All bookings depend on the accommodation and other arrangements being made available. We have the right, at our sole discretion, to refuse to confirm any reservation.

1. b. Before booking with us:

Please read these booking terms and conditions carefully and all the other information relevant to your booking, including:

- The accommodation rental conditions (which means all information in any specific conditions or restrictions set out in the brochure or website description of your chosen accommodation).
- The highlighted/important information section of the brochure, website or other publication we tell you about; and
- Any other information we brought to your attention prior to confirming your booking.

1. c. Check important details:

Due to the nature of our business, advertisements, marketing literature and communication from us can become out-of-date very quickly, therefore, it is your responsibility, before booking, to check any important details with us.

1. d. Special requirements and disabilities:

While we aim to ensure our accommodation and information is accessible as reasonably possible, the layout of some properties/accommodation may make it unsuitable for guests with mobility difficulties. It is important that we are made aware if you or any member of your party has any restricted mobility, a disability, medical or particular care requirements prior to any booking. It is up to you to assess whether or not our accommodation would be suitable but we are happy to discuss suitability and if any potential reasonable adjustments can be made to provide for particular needs.

1. e. Our booking conditions:

When you make a booking (with the required payment amount) and it has been confirmed by us, you will have entered directly into a contract which binds you (the person named on the booking confirmation), all members of your party and us in various ways. These booking conditions are deemed to have been accepted by you whether you have booked through our online system, email, telephone, post or through another communication channel.

2. Booking requirements

2. a. Booking leader:

The person who placed the booking shall be responsible for the party staying and must ensure all members are aware of, and accept all of this contract.

2. b. By making a booking, you confirm you:

- Are a member of the party, unless we agree otherwise.
- Are over the age of 18 (you and each member of the party).
- Make sure your party does not include anyone under the age of 18, including babies, infants and children.
- Are responsible for supplying an accurate total number of all members in the party. The members of your party must remain in the allocated accommodation as per the booking confirmation, for the duration of your stay.
- Will not exceed the total party number of the accommodation or to allow additional persons on site that are not listed on the booking details, such as friends or family staying in the area, in such event we reserve the right to conduct an immediate termination of stay, see **section 7.b**.
- Will not bring any pets or animals on-site or in the accommodation due to our 'no pets' policy.
- Are responsible for making all payments due to us and will notify us if any amendment or cancellation needs to be made.

2. c. By making a booking, you understand we:

- Advise you to take out your own personal travel/holiday insurance policy with a third party, suitable for your needs.
- Do not allow "stag/hen" or group bookings, in order to preserve our peaceful couple and solo traveller environment.
- Have the right to obtain the name, age and address of each member of the booking party before confirming your booking or at any time, failure to disclose these details may result in access being denied and a termination of your booking.
- Live on site and although we offer "adults only" accommodation, we may have our own friends or family visiting or staying on-site that may include children or babies.
- Reserve the right to request valid photographic proof of identity and age. Please bring this with you and ensure members of your party under your booking bring identification, otherwise where requested you and/or members of your party will not be permitted to stay.

3. How to book

3. a. Booking more than 28 days of arrival date:

A deposit payment of 25% or £50 (whichever is greater) of the total cost of your stay is required to secure your booking. Alternatively, you may pay the full cost of your booking. Any outstanding balance must be paid at least 28 days before the arrival date of your booking.

3. b. Booking within 28 days of arrival date:

Full payment is required at the time of making your booking if your booking arrival date is within 28 days.

3. c. Booking online:

A booking request can be made through our website at: www.wooldown.com. When a booking is submitted through our online reservation system, the booking leader will receive an automatically generated booking summary email, this does not form a contract. Once we receive your booking request, we will review your request, this is normally carried out within 24 hours. If the booking meets the booking terms and conditions and payment is successfully taken, we will confirm your booking by emailing the booking leader a booking confirmation, this forms the booking contract.

3. d. Booking offline:

A booking can also be made over the telephone (01288 361 216). Once payment is made and confirmation has been received, this forms the booking contract. It will be deemed to be 24 hours if the confirmation is sent electronically and within 5 days if sent by post.

3. e. Payment:

Please ensure that you pay any amount required in accordance with your booking confirmation. If you fail to meet a payment deadline, we have the right to cancel your booking immediately and retain any payment, in this event, any payment will be treated as a cancellation charge to compensate us for the cancellation and is not for any service.

4. Booking confirmation

4. a. Booking details:

Please check the details on the booking confirmation carefully. If any of the details are incorrect, or change, especially your address, you must inform us as soon as possible. Personal details (e.g. a spelling mistake or change in your vehicle details) are not subject to any amendment charge.

4. b. Special requests:

If you have any special requests, you must advise us at the time of booking in writing. We will endeavour to fulfill any reasonable requests but we cannot guarantee that any request will be met, even if the request is stated on your booking confirmation or via communication originating from us. If we fail to meet a special request, it does not mean we have broken our contract with you.

5. Amending your booking

5. a. Amending arrival date or accommodation selection:

You may amend your booking arrival date (within 18 months of your original arrival date) or accommodation selection with us for any reason provided the change is made at least 28 days before the booking arrival date, these changes are subject to availability and are likely to involve a change in the price of your booking.

Any subsequent amendments to the arrival date of your booking must again be within 18 months of the arrival date of your original booking. If your amended booking total is lower than the amount paid, we will refund the difference, minus an administration fee of £30.00.

To amend your bookings arrival date or accommodation selection, you should visit www.wooldown.com/amend-or-cancel and submit an amendment request. Acknowledgement of the amendment will be emailed by us.

5. b. Amending booking duration (number of nights):

You may not reduce your booking duration (number of nights) but you may extend your stay, subject to availability at any time. If you wish to add additional nights to your booking please contact us to check availability and price. The cost of the additional nights calculated will need to be agreed and paid by you to extend your booking dates, after payment is received you will receive confirmation of the additional nights in the form of an amended booking confirmation.

5. c. Departing early (curtailment):

In the event you have to curtail your stay (e.g. if you were to decide to depart a day early), please let us know, when you have departed the accommodation please return the accommodation key to us, we will not be able to issue a refund for the unused nights and we may take steps to re-let the accommodation.

5. d. Transfer to someone else:

You may not transfer your booking to anyone without our consent. We will not consent to transfer the booking if the person or party concerned does not meet our booking requirements and subsequently the person or party concerned does not agree to these booking terms and conditions. If we agree to a transfer, a transfer of your booking is subject to an amendment charge of £30.00 to cover our administration costs.

6. Cancellation by you.

6. a. Cancellation charges:

If you wish to cancel your booking, the cancellation charges shown below will be applicable.

Number of days before arrival date that we receive your notice to cancel (or on which you are deemed to have cancelled)	Cancellation charge as % of total booking cost
More than 28 days	25% (Full deposit)
14 to 28 days	50%
1 to 14 days	75%
0 days (arrival day)	100%

If you cancel, the day on which we receive notification of your cancellation results in the corresponding cancellation charge shown above. The cancellation charge is not for any service and the higher cancellation charges within 28 days are to compensate us for the late cancellation.

For example, if you were to cancel a £500 booking 10 days before your arrival date, the cancellation charge would be 75% of your total booking cost, this would result in a £375 cancellation charge, if you have paid the full amount, you would therefore, receive a refund of £125.

6. b. To cancel your booking:

To cancel your booking, you should visit www.wooldown.com/amend-or-cancel and submit a cancellation request. Acknowledgement of the cancellation will be provided by us by email. If you do not advise us of cancellation (including any “no show”) your payment shall be retained by us, this amount is a cancellation charge to compensate us for the cancellation and is not for any service.

6. c. Failure to arrive (“no show”):

If you fail to arrive by 10pm on your booking arrival date and we have not received notification of your late arrival, we reserve the right to treat your booking as cancelled by you, without compensation or refund and we may take steps to re-let the accommodation.

7. Cancellations or amendments by us

7. a. Declining a booking:

If we have indicated that we will not accept a booking from you, we reserve the right, at our sole discretion to cancel any bookings you may have made and will refund any payment made but will not pay any compensation.

7. b. Termination of stay:

Should you or any of your party not comply with this contract, such as to the terms relating to behaviour and conduct in **section 9.b**, we have the right to terminate your booking, or to instruct you and your party to leave the premises immediately, without compensation or refund. We will not be under any obligation to find any alternative accommodation for you. You will remain liable to pay any outstanding costs as part of your booking confirmation and other costs that may be due such as extra cleaning, missing items or damage or loss sustained during your stay.

7. c. Failure to make an outstanding payment:

If you fail to meet a payment deadline, we have the right to immediately cancel your booking and retain any payments made.

7. d. Refunds:

In the event that you are due a refund, card payments will be refunded to the same card number or to the intermediary, less any other non-refundable amounts. Cheque refunds will be made to the person named on the booking confirmation.

7. e. Amendment or cancellation due to events beyond our control:

A specific property/accommodation that has been selected and confirmed by us is done so on the understanding the specific accommodation will be available for your use on agreed dates and times. In some circumstances, events beyond our control “force majeure” such as those listed in **section 13**, but not limited to, does not make your booking possible or it may interrupt your booked period.

In the event of the selected accommodation not being available for use for the booked period, we will endeavour to offer the nearest equivalent alternative accommodation or we may be able to offer an alternative option (e.g. alternative dates) which may mean a higher or lower price is payable. If we are not able to make an alternative offer (e.g. alternative dates) or if you do not want to accept the alternative offer, we will provide a full refund.

We will not be able to pay compensation or meet any costs or expenses you incur as a result of your booking being cancelled by us due to an event beyond our control and will not be subject to any further liability.

8. Arrival

8. a. Arrival time:

Your booked accommodation should be available after 4pm on your arrival date (unless we have agreed otherwise, e.g. on your booking confirmation), subject to unavoidable delays that may be outside of our control.

8. b. Late arrivals:

If your arrival will be delayed beyond 6.30pm on your booking arrival date, you must contact us at your earliest convenience to advise of your late arrival. In the event you fail to arrive by 10pm and we have not been advised of a late arrival, your booking will be treated as a “no show”, as detailed in **section 6.c**.

8. c. Refusal of accommodation hand-over:

We reserve the right to hand over accommodation or leave the accommodation in the hands of any person(s) who we believe may not be suitable to take over the accommodation.

9. During your stay

9. a. Our aim:

We aim to provide a relaxed, peaceful environment suitable for couples or solo travellers to enjoy their break. To help ensure the maximum enjoyment of your break and that of all our other guests you must comply with all of the requirements in this contract and must also note and comply with all notices and verbal or written guidance, in particular safety guidance supplied by us, our staff or connected contractors.

9. b. Guest behaviour:

You are responsible for the behaviour of all members of your party and agree to behave or conduct in a manner following the actions below whilst on the premises, including in the booked accommodation, you (and members of your party) agree to:

- Not allow additional persons (such as friends or family staying in the area) not listed on the booking confirmation to visit or stay or to exceed the accommodation occupancy (maximum of 2 adults only).
- Use the accommodation and its contents with care and leave it in a clean and tidy condition on departure.
- Comply with safety rules and regulations (e.g. no smoking or use of candles inside).
- Not to sublet the accommodation.
- Not to play music or create sound, by however means, that may cause a disturbance to others or breach the peace or act in a way that may disrupt or affect the enjoyment of others.
- Not to use the air-spa bath facility on first floor apartments after 10pm.
- Not hold events (e.g. parties, celebrations or meetings).
- Not use the accommodation or our premises for illegal or commercial purposes.
- Not be detrimental to our property or assets.
- Not engage in unacceptable or anti-social behaviour that causes a disturbance or is a nuisance to other persons.

9. c. Failure to comply:

If your behaviour or conduct results in police attendance or is considered by us is likely to cause harm; considered to be inappropriate; or impair the enjoyment, comfort or safety of anyone; or is likely, in our view, to breach any of this contract, we may ask the police to attend and or you and/or any member of your party to leave immediately. Under these circumstances, no refunds or compensation will be given and we reserve the right not to accept any future bookings from you or any member of your party.

9. d. Occupancy and additional visitors/guests:

Additional persons (such as friends or family staying in the area) not listed on the booking confirmation are not permitted to visit or stay or if the accommodation occupancy is exceeded (maximum of 2 adults only) without prior permission from us, will result in an immediate termination of your stay, see **section 7.b**.

9. e. Fire safety:

In the interest of fire safety, please note any safety advice provided and take care not to do anything which might cause a fire, in particular, the activities listed below:

- Candles, fireworks and other ignitable decorations are not permitted anywhere in the accommodation or outside on the premises.
- Barbecues are not permitted on the patio areas or areas directly outside accommodation or in areas that may cause a nuisance to any other persons. Barbecues are permitted on the grassed areas (these areas may be shared with other guests) but should not be placed near other objects that may cause a fire (e.g. wooden fences), please take care to dispose of barbecues and cigarettes responsibly.

For further safety advice and for emergency information refer to the relevant section in the Welcome Book or safety notice displayed in the accommodation, if you cannot find a copy, please contact us.

9. f. Steam room suitability:

If the property/accommodation is fitted with a steam room facility, the steam outlet can become extremely hot during and shortly after operation. The steam room should not be used by anyone who: is pregnant; is under the age of 18; suffers from high blood pressure, heart disease, circulatory problems, diabetes, kidney disease or various other cardiovascular problems; has open wounds, infectious diseases or sores; has a fever of any type, and; has consumed alcohol within one and a half hours of using the steam room. If you have any health problems or in doubt whether you can use a steam room, you should consult a doctor before using the steam room.

9. g. Gas Fires:

If the property/accommodation is fitted with a gas fire, please refer to the instruction manual regarding its safe operation and ensure you/your party do not come into close contact with the appliance when it is in use as it may become extremely hot.

9. h. Dogs/pets:

We operate a strict 'no pets' policy in all accommodation and on the premises.

9. i. Animals on the premises:

Due to the nature of our location, animals (e.g. cats or other farm animals) may be present on the premises and while guests are welcome to enjoy the company of animals present outside we cannot take any responsibility for accidents or injuries sustained whilst engaging with the animals. We discourage guests from letting animals in but cannot guarantee animals in the vicinity of the accommodation have not been inside the accommodation.

9. j. Smoking policy:

You are not permitted to smoke (including e-cigarettes) in any accommodation/buildings on the premises. If it is found that our smoking policy has been broken, it will lead to an immediate termination of stay, as in **section 7.b**.

9. k. Right of entry:

Your occupation of the accommodation is not exclusive. We (or our contracted third party) reserve the right to enter the accommodation at any time during your stay (without letting you know in advance if this is not practical or possible) for any reasonable purpose, for example to make checks, complete maintenance tasks or housekeeping or for carrying out tasks in the event of special circumstances or an emergency. Access may also be granted to third parties for the purposes of fulfilling requests on your behalf, such as delivery drivers unloading your shopping prior to your arrival or if you are not available to accept deliveries.

9. l. Availability of services, facilities, amenities and activities:

Services, facilities, amenities and programmes of activities we may have advertised as available (e.g. a service may be our housekeeping service or a facility may be a spa bath in your booked accommodation) may be withdrawn at any time, without prior notice. The withdrawal may be due to repairs, maintenance, weather conditions, considerations of safety and events beyond our control.

Some services, facilities, amenities and activities are available as a "booking extra" on a "first come-first served" policy so we are unable to guarantee that you will be able to book a particular item (e.g. service) for a specific time, or at all. In the event we are unable to provide the booking extra, a refund in respect of the listed item will be given in the event this has been booked and paid for directly with us and we will not pay any compensation. Goods and/or services offered by third parties (e.g. Holistic Therapist, Meal Delivery) may be recommended or advertised by us but this is provided in good faith and there is no further liability towards us.

9. m. Housekeeping service:

A housekeeping service may be included as part of your booking as a courtesy or it may be available as an optional extra for an additional cost. We will usually aim to carry out the housekeeping service half way through your stay (unless otherwise agreed), the date and time of the service will be confirmed by us either prior to; at the start of your stay or during your stay if you request it.

We will endeavour to carry out the service at the agreed time and date but in some circumstances this may need to be reasonably delayed or we will contact you if the service needs to be rescheduled for a different time or date. If you do not agree to the alternative time or date or if we are not able to provide the service (e.g. due to housekeeper availability), if you have paid for the housekeeping service, we will refund the amount paid. If we are unable to undertake the service due to a restriction of access (e.g. if you do not let our housekeepers enter the accommodation) we reserve the right to terminate the housekeeping service without any refund or compensation.

9. n. Maintenance and other activity on the premises:

You may find that building work, maintenance or operational tasks such as housekeeping and landscaping works are being carried out near to or around your booked accommodation, while we do our best to reduce the impact of such activities, you may experience noise and visual disturbance.

9. o. Bed linen and towels:

Bed linen and towels are provided for all members of the party listed on your booking confirmation.

9. p. Internet access:

Internet access, where available, is not guaranteed and is subject to you abiding by our fair usage policy and third party terms and conditions which are available on request. If you or anyone in your party breaks the terms of the policy you will be disconnected from the network without any warning. The facility is provided as a shared Wi-Fi service for all our guests and is not subject to any particular security/filtering measures and parental/guardian supervision is required when used by children. We reserve the right to disclose your name and address to our internet service provider or appropriate authorities if we discover you or your party have engaged in unlawful activity or illegally downloaded content whilst using this facility.

9. q. Driving and parking:

Each accommodation has an allocated parking space. Please take care when driving on site, keeping within a 5 mph speed limit. There may be obstructions purposely placed, such as bollards, posts and large items which are there to prevent unauthorised parking to allow for access of emergency vehicles or to prevent damage to property.

9. r. Personal belongings:

Your personal belongings and contents are your responsibility during your stay with us. Vehicles parked on our premises are left at your (or the owners) own risk. We strongly recommend you have appropriate insurance in place before your stay. We will endeavour to help to assist in tracing lost items, however we can only keep lost items for 30 days. We will not accept liability for any accident, loss or damage to your property unless such loss, damage or accident is demonstrably due to our negligence or that of those for whom we are legally responsible.

9. s. Damage and shortcomings:

You shall be responsible for reporting any shortcomings or damages to us as soon as they are caused or discovered so that we can, if possible, take action to rectify the issue. If any shortcomings or damage is not satisfactorily resolved, please contact us during your stay.

Any reported matter which has not been resolved during your stay should be advised to us in writing using a contact method available through our website (www.wooldown.com) within 28 days of the end of your break. Correspondence will only be made with the person named on the booking confirmation and we will not enter into further correspondence on any matter resolved during your break and accepted as such by you.

9. t. Compensation payable by you:

By booking you agree that we have the right either during or after your stay to recover any compensation from you, whether via credit/charge or debit card used to pay for the break or otherwise, the costs of: any property/accommodation damage, and/or any compensation we may pay to others, and/or any other costs or fees which we may incur, resulting from your or any member of your party's action or inaction and from any break of this contract.

10. Departure

10. a. Departure time:

The booked accommodation must be vacated by 10am on the day of your booking departure date (unless we have agreed otherwise). If you have booked a 1 night stay, we may extend this time to 10.30am. Arrival and departure times will be confirmed on your booking confirmation or may be confirmed by us in writing. Stated times may be subject to change in the event of operational changes. You must ensure you have vacated the accommodation and returned the key(s) to us (or left them in a location agreed by us) by the stated times.

10. b. Condition of accommodation and chargeable extras:

You must use your accommodation and its contents with care and leave it in a clean and tidy condition on departure. Failure to return the accommodation key will result in a £60 charge. We reserve the right to charge for extra cleaning, late departure, missing items or damage or loss sustained during your stay (as in **section 9.s**).

11. The price of your accommodation and what it includes

11. a. Price:

The most up-to-date prices for accommodation is shown on our website (www.wooldown.com). Any prices shown on our website or through other communications are subject to regular review and may change at any time. The agreed price for your stay will be quoted when you make a reservation and will be shown on the booking confirmation.

11. b. The price includes:

- Use of the specified accommodation at Wooldown Holiday Cottages, for the agreed time periods and for the maximum number of guests we indicate;
- Any other services or amenities described as included in the price of your break in the information provided to you.

11. c. The price does not include:

- Holiday insurance, we strongly advise guests to take out their own personal travel insurance suitable for their needs.
- Additional goods, services and facilities may be offered at extra cost either by ourselves or through a third party. In the case of goods and/or services contracted between you and a third party, we have no further liability.
- Our housekeeping service, please see our website for optional, additional housekeeping charges.

11. d. Pricing errors:

You will be contacted as soon as we are aware of any pricing errors or discrepancies. We will not seek to correct a pricing error of a confirmed booking more than 14 working days from the booking date. If the corrected price is higher than the confirmed price, the booking leader can decline to pay the additional amount, in this case the booking can be terminated and a full refund will be given providing we are notified within 5 working days of formally advising you of the error.

11. e. Accepted currency and additional charges:

Payments are only accepted in pounds sterling (GBP). If payment is made in a currency other than pounds sterling, we reserve the right to pass any bank charges and other legitimate costs incurred due to the transaction on to you. There may be charges related to some payment methods, the booking leader will be notified before such charges are taken. There is no charge for debit or credit card payments. If your bank refuses to make your payment for any reason, we reserve the right to charge an administration fee of £30.00.

11. f. Tax:

Prices include VAT at the appropriate rate (where applicable) and are subject to change, if the rate of VAT changes, we may adjust the rate of VAT but the amount you pay will remain the same.

12. Privacy

All information we collect and hold about you and your members of your party will be used in accordance with our privacy policy, available on our website.

13. Events beyond our control “Force Majeure”

Unless we say otherwise in these booking conditions, we shall not be legally responsible or have any liability to you either jointly or individually if we are prevented or delayed from carrying out our responsibilities under this contract as a result of events beyond our control and the inability or delay in carrying out such responsibilities will not be treated as a breach of these booking conditions. This means an event we could not, even with all due care, avoid, including but not limited to:

- Destruction or damage of the property (which cannot reasonably be rectified to a satisfactory standard before the start of the booking);
- Break-in/Criminal damage;
- Fire, flood, snow, storm or other weather damage or adverse weather conditions;
- Explosion;
- Natural or nuclear disaster;
- Acts of terrorism, war, riot or civil commotion;
- Keeping to any law or governmental or local authority order, rule, regulation or direction including, for example, advice from the foreign office or other governmental or local authority to avoid or leave a country or regional area within a country;
- Significant risk to human health such as the outbreak of a serious disease at our location;
- Accident;
- Other circumstances affecting the supply of goods or services such as industrial action;
- Breakdown of equipment or machinery;
- Shortage of energy, water or other similar services; and
- Any similar events beyond ‘Wooldown Holiday Cottages’ control.

14. Liability

In all cases, except for personal injury or death, our liability to you for the total of all claims arising out of your booking with us is limited to the cost of your booking, cancellation charges, amendment or administrative charges.

15. Governing law and jurisdiction

Any dispute, claim or other matter which may arise in relation to your booking will be governed by English law and you agree that any dispute will be dealt with exclusively by the courts of England and Wales.

Should any part of our contract be deemed by law to be void, the remainder of this contract, will, if capable, continue in full force and effect. The headings used in this contract are included for convenience and not affect its interpretation or construction.

Any Questions?

If you have any questions we will do our best to help, please contact us via our website:

www.wooldown.com or by telephone on 01288 361 216.