

### *Terms and Conditions*

**Please read this carefully.** When you book your holiday with us you are entering into a contract which binds you and us in various ways. You will see that we have set out clearly the booking conditions with a list of responsibilities and commitments we and you have towards each other.

#### **Contract of Hire**

Trewince Holiday Lodges acts as agents for the owner of the property you are hiring, therefore any contract is between the owner of the property and you 'the hirer'.

#### **Terms**

All terms are per week for the lodge as equipped and described. **You may access the lodge from 4:00p.m. (subject to unavoidable delays). You must leave the lodge before 10:00 a.m. You are obliged to leave everything in a clean, tidy, and orderly condition.** You are responsible for any damage done or loss sustained during your stay.

Prices include VAT at 20.0% (where applicable) and are subject to change if the rate or application of VAT changes. In the event of a change in the rate of VAT during the course of the year, your holiday will be invoiced at the new amount of VAT unless you have already taken your holiday or paid the balance in full, prior to the date of the change.

#### **Website accuracy**

Whilst every care is taken to ensure that the details in this website, including any promotional emails, are correct at time of being published, we cannot accept responsibility for errors contained therein or results thereof. We are not responsible to you for unforeseen events or matters over which we have no control.

While we do our best to ensure that all offer information is up to date and accurate, very occasionally some advertised short breaks in certain accommodation may not always be available on all the dates advertised. Please enquire when booking.

#### **Online Booking**

Please check all personal details at the time of booking. We cannot take responsibility for booking or personal detail errors. All address and contact information must be correct at the time of booking for a successful payment to be processed. In the event of an unsuccessful payment we reserve the right to cancel your holiday if payment is not received within 7 working days.

All communications are sent via an automatic email server and rely on a valid email address being supplied. We cannot take responsibility for loss of communication e.g. booking confirmation emails etc... If contact information is incorrect. We will make every effort to supply you with the relevant booking confirmations and receipts.

#### **Booking**

Bookings can only be accepted by persons under the age of 25 years by special arrangement. We do not accept bookings from groups of persons where the majority of members are under the age of 25 years.

The numbers of persons occupying the lodge must not exceed the maximum stated (usually 6 persons) (Babies under 2 are not normally counted as a member of the party but space for cots may be very limited).

The person who makes the booking (the hirer) will be responsible for all the persons included on the booking and should ensure they are aware of the booking conditions.

Trewince Ltd reserves the right to decline any booking or refuse to hand over a key to any person who it is believed has not complied with the booking conditions.

#### **Reservations**

Provisional reservations can be accepted by telephone, or online, and must be confirmed within 7 days by the required deposit, and booking fee.

Provisional reservations will be cancelled after 7 days without further reference.

To secure a reservation:

- Complete all parts of the online booking process.  
Submit the required deposit and booking fee online via the booking process.. Pay the balance of the cost at least 6 weeks before the holiday is due to start. (note: reminders will be sent).  
If the balance is not received within the time specified, Trewince Ltd reserves the right to cancel the booking and retain the deposit and booking fee.  
Bookings made within six weeks of the start date of the holiday require payment in full at the time of booking.

### **Booking Confirmation**

The submission of the completed online booking form (or telephone agreement) shall constitute an offer and a contract shall come into existence. Once a booking has been confirmed by us to you, should you require us to amend your booking for any reason, (including for example loss of the original invoice, change to linen requirements, or request for a different holiday lodge) then a fee of £15 will be payable.

### **Booking Monies**

When you book you must pay the applicable initial payment shown. For bookings from overseas we require 50% of the hire charge as Initial Payment. Your balance of hire money is due and payable by the date printed on your hire invoice. We reserve the right to cancel your holiday and retain the deposit paid if full settlement of the invoice has not been paid by this time. For bookings made within 6 weeks of your holiday start date you pay the full monies when you make your booking. We reserve the right to pass on to you any bank charges and other costs we incur if payment is made in a foreign currency, by Eurocheque exceeding £700, or by any method not normally accepted by us or if we have to represent a cheque or process late payments.

### **Cancellation by You**

Telephone us immediately if you have to cancel your holiday. Your cancellation is effective from the date of your phone call. Your cancellation will be acknowledged by us via email. We will then endeavour to re-let for you.

If we are successful in re-letting all of your holiday you will only forfeit your booking fee. If we are only successful in re-letting part of your holiday or only manage to re-let the whole of your holiday at a lower price than that originally paid by you and the value of the re-let is less than your outstanding balance of hire you will also be held responsible for the difference. If we cannot re-let, then you will be responsible for the prompt payment of the full cost of the holiday. **We strongly advise you to take out cancellation insurance.**

### **Cancellation Insurance**

Due to changes made by the FSA, Trewince Ltd is no longer able to arrange cancellation insurance on your behalf. We strongly recommend that your own appropriate cancellation insurance is in place at the time of booking.

### **Behaviour During Tenancy**

Guests are required to respect the property and its contents. Any breakages or damages will be charged at replacement cost and deducted from the security deposit (see below).

Guests are required to respect the privacy of other residents and to refrain from making any disruptive noise or play music at a level which causes annoyance to other residents. This also prohibits the use of drones on the site.

Guests are requested to leave the property in as clean and tidy condition as when they first arrived. A charge will be made for additional cleaning if the property is left untidy or dirty.

Guests must return all keys. Lost keys may require locks of the accommodation to be changed. Replacement keys will be charged from the security deposit held (see below).

### **Loss, Damage and Care of Property**

All lodges are privately owned holiday homes which the owner makes available for your use. The hirer is responsible for any loss or damage to the property and for taking care of the property and leaving it in a clean, tidy, and orderly condition. The hirer specifically agrees that, they are liable and will be charged if necessary to carry out extra cleaning, to repair any damage or to replace any loss sustained during your stay. £150 damage deposit is required on credit/debit card, released on checkout. This covers any breakages/damage to the holiday property following the guests departure.

### **Lodge Descriptions**

Trewince Ltd takes every care to ensure the accuracy of lodge descriptions. All information is given in good faith and believed to be correct at the time of printing. However, by their nature, descriptions are subjective and if any aspect of the accommodation or facilities is of particular importance we request that you contact us to discuss further.

### **Smoking**

Smoking is not permitted anywhere within any of the lodges.

### **Pets**

In some lodges, pets are accepted by arrangement only. A maximum of two dogs are welcome in lodges that accept pets provided that they are not left unattended in the lodge at any time or allowed on furniture or in the bedrooms. Please do not assume that because a lodge does not accept pets that there has not been a pet in the property previously. If this is of concern then please speak with the Reception team at the time of booking.

### **Linen and Towels**

Bed linen is provided for all of the beds within the lodge. Beds are made up for your arrival. If this is not required please discuss with us at the time of booking. We have towels for use in the leisure centre which may be hired at a small weekly cost. The towels provided in the lodge are for use in the lodge only. Waterproof mattress protectors are available if required. Please note that in the event of a soiling incident we are obliged to replace the mattress and recover the costs from the hirer.

### **Vehicles**

Your vehicles and their accessories and contents are left entirely at your own risk. The owner(s) will not be responsible for any loss or damage from or to any vehicle from any cause whatsoever other than, in the case of the owner(s), the negligence of him/herself or his/her employees or agents. Parking is normally restricted to 1 vehicle per lodge; all other vehicles are to be parked in the reception car park.

### **Sailing Craft, Boats and Trailers**

It is regretted that Trewince Manor can no longer accommodate storage of craft and / or trailers adjacent to lodges or in other areas. Arrangements must be made with Trewince Farm (01872 580430) prior to arrival for both overnight and longer term storage.

### **Slipway, Quay, Moorings**

Use of the slipway and quay for the launching of any type of small craft is by prior arrangement only and after payment of the appropriate fees. A limited number of moorings may be available, please contact us for details.

### **Shortcomings**

The hirer must notify us of any shortcomings with your lodge to the Park representative or owner(s) immediately, or during your stay to enable an investigation and remedial action to be taken if necessary. It is specifically agreed that failure by the hirer to notify the park representative of any complaint within this timescale will entitle Trewince Ltd to refuse to act on the complaint regardless of its merits.

## **Force Majeure**

We regret we cannot accept responsibility or pay any compensation where the performance or prompt performance of our contract with you is prevented or affected by reason of circumstances which amount to 'force majeure'. Circumstances amounting to 'force majeure' include any event which the owner(s) could not, even with all due care, foresee or avoid. Such circumstances include the destruction or damage of your holiday home (which cannot reasonably be remedied to a satisfactory standard before the start of your holiday) through fire, flood, infestation, explosion, storm or other weather damage, break-in, criminal damage or any similar event. Such circumstance also include riots or civil strife, industrial action, natural or nuclear disaster, fire adverse weather conditions, war or threat of war, actual or threatened terrorist activity and all similar situations beyond our control.

## **Availability**

Your booking is accepted on the understanding that your confirmed holiday lodge will be available for your use on the agreed date. Very occasionally, 'force majeure' does not make this possible. Where 'force majeure' (as described above) arises, we have the right to cancel your booking. In this event we will endeavour to offer you an alternative holiday lodge, if available. If we cannot do so or if you do not wish to accept the alternative we offer, we will refund all monies you have paid to us in full. Where any cancellation or change results from 'force majeure' (as defined above) our liabilities are limited to offering you an alternative holiday lodge (where available) or full refund as set out above. We regret we cannot pay any compensation or meet any expense or costs you may incur as a result of any such cancellation or change.

The owner(s) reserve the right to alter or withdraw amenities or facilities or the whole or part of any programme of activities which have either been advertised or previously available, without prior notice.

The owner has the right to refuse to hand over accommodation to any person(s) who, in the opinion of the owners is not suitable to take charge of it. In such case all hire charges will be refunded in full and the contract shall be discharged.

If, in the opinion of the owner, any person(s) not suitable to continue the holiday because of unreasonable behaviour, damage to property or annoyance to other holiday makers the contract may be discharged. In this event the hirer shall remain liable for the full hire price and no refund shall be due. The hirer shall also be liable for any damage caused in the holiday lodge. The owner has the right to enter any accommodation (without prior notice if this is not practical or possible) if special circumstances or emergencies arise.

## **Disabled Persons / Special Needs**

If you have a person within your party with any special requirements please tell us at the time of booking, and state it on your booking form, as only certain holiday lodges will be suitable.

## **All-Male or All-Female**

The Park caters primarily for family holidays. All-male or all-female parties are only accepted by arrangement and at our discretion. If this is not agreed at the time of booking Trewince Ltd reserves the right to refuse admittance. In this event the hirer shall remain liable for the full hire price and no refund shall be due.

## **Leisure Centre Use**

There is no additional charge for use of the leisure centre. The opening hours may vary and an admission policy applies. Our admission policy is available on request. Please contact us before booking if you require further information.

## **Lost Property**

Property left behind, if found, can be returned upon receipt of a minimum handling fee of £10 plus postage. Items unclaimed after 28 days will be disposed of.