



Booking Conditions for our dog-friendly accommodation - Blackberry Cottage and Briar Patch Cottage at Trevalgas

1. The contract

- a. The contract to provide short term holiday accommodation is between the proprietor of Blackberry, and Briar Patch Cottages (David Copley) referred to in this contract as 'us' or 'we' and the person making the booking ('you').
- b. The 'premises' refers to the cottage, grounds and facilities at Trevalgas Cottages, Poughill, Bude, EX23 9HH.
- c. A holiday booking becomes effective when we receive a completed booking form, or online booking form that includes all guests' names and ages for under 18's, (and any dogs' names, ages and breeds if applicable), together with the appropriate deposit.
- d. These booking conditions form part of the contract, and the contract is governed by UK law.
- e. You must be over 18 years of age to enter into this contract.
- f. **We strongly recommend you take out cancellation insurance cover for your holiday as soon as you have made the booking.** There may be many reasons why you become unable to make use of the booking, but you can cover these risks by taking out appropriate cancellation insurance to get a full refund.

2. Bookings - Arrival and Departure times & Checkout procedure

- a. Bookings commence from 4.00 pm on the day of arrival and terminate at 10.00 am on the day of departure. We cannot accommodate requests for early check-ins, or late checkouts, where there are back-to-back bookings as all the time is needed to be able to carry out cottage changeovers and maintenance.
- b. **If you do not vacate the cottage by 10am, we reserve the right to charge a late checkout fee of £25 per hour, or part thereof,** as the two housekeeping members assigned to clean your cottage are being paid from 10am on the morning of your departure.
- c. If you are contacted by Track and Trace while on holiday, or become ill, please go home immediately to isolate. Do not stay at the cottage and risk becoming more ill.

3. Tariff and Payment schedule

- a. A 25% deposit of the total cottage tariff and security deposit is payable on booking.
- b. The balance of the total tariff and security deposit of the cottage rental is payable 8 weeks before the holiday booking start date.
- c. There is a non-refundable booking fee of 1.5% included in the tariff. (This is £15 on a £1,000 booking for example.)
- d. If the balance is not paid when due, then we reserve the right to cancel your booking.

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4. Security Deposits

- a. A returnable security deposit of £100 is added to the total rental and paid 25% on booking and 75% with the balance payment.
- b. You agree to leave the property in a clean and tidy condition and to pay for all breakages, losses damage, and missing items left in other cottages.
- c. An excessive cleaning charge may be applied, if the cottage has not been left clean and tidy. We expect you to:
 - i. Leave the kitchen and bathroom as you would expect to find it. ie items washed up and surfaces wiped down, leaving the dishwasher going for the changeover staff to empty.
 - ii. Remove any paper (newspapers, brochures/leaflets), or other rubbish, and empty contents of small waste bins into the recycling box/kitchen bin.
 - iii. Take the rubbish from the outside dustbin, kitchen bin, plus the recycling box over to the large waste bins by the entrance where you find general waste, glass recycling & paper/metal /plastic recycling bins.
 - iv. Clean the BBQ if you have used it for the next guests.
 - v. Ensure if you have moved any furniture that it is put back in its original location.
- d. Any late checkout charges will be applied.
- e. Any such charges will be deducted from the security deposit. Any underpayment arising becoming payable immediately.
- f. Security deposits will normally be repaid within a week of your departure, back onto the card you paid with.

5. Liability

- a. Your baggage, vehicles and their contents are at the owner's risk at all times.
- b. We do not accept any liability for accidents and injuries incurred during your occupation of the premises, unless of course, it can be shown that we have been negligent.

6. Pets

- a. Dogs
 - i. Up to two adult dogs (over one year of age) are allowed in Blackberry and Briar Patch Cottages by including their details on the booking form. prior arrangement with us.
Please Note: We do not accept puppies - please be aware of this if you acquire a young dog between booking and your holiday.
 - ii. **Please check with us before booking if you want to bring more than 2 dogs**, our acceptance depends on occupancy levels of cottage.
 - iii. An additional charge of £30 per dog per stay is payable.
 - iv. When on the grounds, the dog/s must be kept on a lead and must not be left unattended in the cottage at any time.
 - v. Please bring their own bowl and bedding.
 - vi. Dogs are not permitted on furniture or beds.
- b. Other Pets
 - i. No other pets are accepted, except by our prior written agreement, prior to booking.

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7. Fire Safety - Smoking /Vaping /Candles /BBQ /Convection heaters/Torches/Locks

- a. Smoking and vaping are not permitted in the cottage.
- b. Candles and other naked flames are also a fire risk, and therefore not permitted in the cottage.
- c. The Barbeque must only be used outside the cottage, and well away from the cottage walls.
- d. When using the electric convection heaters, ensure that they are well away from any furniture/bedding which could cause a fire hazard.
- e. Until we have thumb turn locks fitted (due January 2024) on the front and rear doors, please leave the door key in both doors while inside the cottage, including overnight, so that you can easily escape in the event of a fire.
- f. You will be sent a link to the Fire Risk Assessment as part of the booking process. You agree to read this and advise all other guests in your party what to do in the event of a fire.

8. Guests' Electrical Appliances & EV Charging not permitted

- a. We do not allow guests to bring electrical appliances, other than laptops and phone chargers, without prior permission. All our portable appliances have been PAT tested, and use of non-tested items could invalidate our insurance cover.
- b. There are no electric charging points at the cottage. For security, plus health and safety reasons we do not permit trailing leads from the cottage for any reason, including car charging.

9. Occupancy

- a. Under no circumstances may more than the maximum number of persons, occupy the cottage except by our prior written agreement.
 - i. **For Blackberry Cottage, this is four plus one infant in a travel cot,**
 - ii. **For Briar Patch Cottage, this is six plus one infant in a travel cot.**
- b. If you wish to bring different guests to those listed on the booking form, then please also notify us before your holiday. If you wish to bring additional guests (for part, or all, of the stay), please request this in writing before your holiday, and providing there is no over-occupancy, we will agree and add these to your booking form. (This is a health and safety requirement, so we are aware of guest numbers.)
- c. You agree not to invite other people, who have not been included on the booking form, to visit you at Trevalgas or allow them to use any of the facilities, without permission from us.

10. Facilities

- a. Whilst we would expect our onsite facilities to be available during the period of your booking, we reserve the right to close any of these (Pool, Laundry Room, Games Room, Play Area, and Meadow) without notice at any time.
- b. The Wifi internet service is provided free of charge. Whilst every effort is made to ensure its constant availability, we cannot guarantee this.
- c. There are no electric charging points at Trevalgas. For security, plus health and safety reasons **we do not permit trailing leads from the cottage for any reason, including car charging.**

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11. Cancellations

a) Cancellation By You - over 56 days from the start date of booking

- i. Cancellation by you after booking must be sent in writing and received by us.
- ii. If you notify us of your wish to cancel more than 56 days from the start of your booking, then the balance is not payable.
- iii. We will make every effort to get your dates re-booked, so the more notice we have of your cancellation, the better chance we have of securing a replacement booking.
- iv. If we can re-book your holiday dates:**
 - 1. Then we will be able to refund some, or all of payments subject to a deduction of an administration fee of £75, which covers our time for processing the cancellation and re-marketing your holiday dates.
 - 2. The amount that will be refunded will also depend on the tariff achieved from the replacement booking, and any additional marketing costs. This may be less than you paid if we need to discount the dates or only get part of the period re-booked. Any refunds will be paid within 7 days from the date the booking was due to end.
- v. If, despite our best efforts we are unable to get the dates re-booked:**
 - 1. Then no refund of your deposit will be repayable.
 - 2. We will, of course, refund the 25% element of your Security Deposit that has been paid.

b) Cancellation By You - within 56 days of the start date of booking

- i. Cancellation by you after booking must be sent in writing and received by us.
- ii. If you notify us of your wish to cancel within 56 days of the start of your booking, then the balance will become immediately due and payable, if not already paid.
- iii. We will make every effort to get your dates re-booked, so the more notice we have of your cancellation, the better chance we have of securing a replacement booking.
- vi. If we can re-book your holiday dates:**
 - 1. Then we will be able to refund some, or all of payments subject to a deduction of an administration fee of £75, which covers our time for processing the cancellation and re-marketing your holiday dates.
 - 2. The amount that will be refunded will also depend on the tariff achieved from the replacement booking, and any additional marketing costs. This may be less than you paid if we need to discount the dates (particularly for last minute cancellations), or only get part of the period re-booked. Any refunds will be paid within 7 days from the date the booking was due to end.
- vii. If, despite our best efforts we are unable to get the dates re-booked:**
 - 1. Then we will refund you any of the changeover costs that were not incurred.
 - 2. We will also refund the amount of Security Deposit that has been paid.

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c) Cancellations by Us

- i. If you do not pay the balance payment when due, we will attempt to contact you with a reminder. If no payment is then made, we will advise you we are cancelling your booking. Under these circumstances, a refund will only be due if we are able to re-book the dates, and then will be subject to a deduction of a £75 administration fee, which covers our time for processing the cancellation and re-marketing your holiday dates. The amount that will be refunded will also depend on the tariff achieved from the replacement booking, and any additional marketing costs. This may be less than you paid if we need to discount the dates (particularly for last minute cancellations), or only get part of the period re-booked. Any refunds will be paid within 7 days from the date the booking was due to end.
- ii. If we are unable to honour your booking due to unforeseen events (eg. the cottage being uninhabitable from burst pipes) then we will cancel your booking and refund you in full.
- iii. We reserve the right to refuse acceptance or to terminate the visit of any person whose conduct is detrimental to the comfort of other visitors or otherwise a nuisance. No refund will be offered in these circumstances unless we can rebook the period.

12. Variations to Terms and Conditions

- a. We reserve the right to alter these terms and conditions from time to time. We will notify you of any changes and give you the chance to cancel your booking if the changes are not acceptable to you.

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Conditions and advice regarding using the Trevalgas Pool

Swimming pools are potentially dangerous places. Please help ensure that you and members of your party have a happy and safe stay.

1. The swimming pool is unattended and therefore there should be no lone bathing.
2. No children under sixteen years of age are allowed entry to the pool without a responsible adult in attendance.
3. The entrance doors should be kept closed. Please do not let unattended children into the pool building.
4. No glass to be taken into the pool building.
5. No running in the pool area.
6. No diving or bombing in the pool.
7. No large inflatables or large floats to be used in the pool.
8. No-one should swim if intoxicated or after a heavy meal.
9. The swimming pool is a constant 4 ft (1.28 m) in depth.
10. A safety pole is located on the wall under the clock.
11. In general pool users must not behave in any way that causes a nuisance to others.

Conditions for using the Wireless Internet Access Service (WiFi)

Users of the service:

- (a) do so at their own risk, using their own wireless-equipped computing equipment;
- (b) accept the terms and conditions of the Internet Service provider used by us;
- (c) will not hold Trevalgas Estate Ltd or us responsible for any loss or damage, however sustained;
- (d) will not use the service for any unlawful purpose or use the service in any way which may violate or infringe the rights of any individual, firm or company or may be construed as defamatory, offensive, abusive, obscene or which may cause unnecessary anxiety or inconvenience to others;
- (e) will have properly installed, up to date and functioning Firewall and Anti-Virus software;
- (f) will not disclose the security code and/or password to anyone outside your party staying at Trevalgas.