

Rosewyn Farmhouse Limited - Terms and conditions

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Definitions:

“Rosewyn Farmhouse Limited”: the company which you are forming a contract with to provide furnished holiday letting accommodation.

“Rosewyn”: Rosewyn, Summercourt, Newquay, Cornwall, TR8 5BQ is the address where the furnished holiday accommodation is located.

Rosewyn Farmhouse Limited is a company registered in England and Wales, number 08200507. The company is not required to be registered for VAT in the UK and accordingly the prices quoted and charged do not include VAT input tax.

For the avoidance of doubt the furnished holiday accommodation is provided on a self-catering basis and no services are provided by the Company. Each furnished holiday accommodation unit is referred to in these terms and conditions as a ‘unit’ which is described and named in the letting details.

Introduction

These are the terms and conditions that apply when you reserve a furnished holiday letting at Rosewyn using one of our digital channels (such as our website, mobile site or app), or by direct communication with Rosewyn Farmhouse Limited.

You will be asked to confirm your acceptance of these terms and conditions when you make a reservation.

We reserve the right to amend these terms and conditions at any time and you should therefore check them each time you make a reservation. The terms and conditions applying to your reservation will be those in place on the date that you make your reservation.

Additional terms apply to your use of our digital channels whether or not you make a reservation through them. These are published on the relevant digital channel.

Reservations

To reserve a unit please follow the instructions on the website, mobile site or app (as applicable).

You must be at least 18 years old to make a reservation. Those under 18 years old are not permitted to stay at Rosewyn unless a parent or guardian is also staying in the same unit. See section "Occupancy" below for details of permitted guests under your booking.

Please check that the details of your reservation are complete and accurate before you confirm your reservation. We will not be liable for any delay or non-performance if you provide us with incorrect information.

We will confirm our acceptance of your reservation by sending you an email to the email address that you provide during the reservation process. The contract between us for the provision of your unit will be formed when you receive this email confirmation from us.

If you think that there is a mistake in your reservation or if you require any changes to a confirmed reservation, please contact us to discuss. For more information on cancellation, please see section Cancellation, below.

All bookings made through our online booking system are provisional until confirmed by us.

Unit prices

Rosewyn Farmhouse Limited adopts dynamic pricing and the price of our units fluctuates based on demand. When you make a reservation request, we will give you a total price for the unit and number of nights you've requested. The price you pay is the price quoted to you at the time you make your reservation.

Unit prices are per unit, per night at the time of your reservation. The company reserves the right to offer discounts solely at its discretion.

Occupancy

The maximum unit occupancy is two adults per bedroom. Adults are deemed to be persons aged 12 (twelve) and over. Children aged below 12 are not accepted without the prior specific consent of Rosewyn Farmhouse Limited. You must not exceed the maximum occupancy for the unit allocated to you. We reserve the right to conduct checks on occupancy and compliance with these terms. Occupancy is not transferable.

Those under 18 years old are not permitted to stay in a unit unless a parent or guardian is also staying in the same unit. We reserve the right to request valid photographic proof of identity and age, so please bring this with you and ensure all guests under your booking bring identification, otherwise where requested you and/or your guests will not be permitted to stay.

Accessibility

Rosewyn was built around 1615 and has a number of unavoidable minor hazards. There are a number of changes in the level of the ground which give rise to steps both internally and externally. There are also low heights in some parts of the building which are clearly signed and protected. The building is not suitable for wheelchairs. If you have a disability then you agree to inform Rosewyn Farmhouse Limited of that disability before making your reservation so that we can work with you to find a solution, if possible.

Paying for your unit

At the time of booking a 10% non refundable payment is required. The balance of the booking cost shall become payable 7 days before the date of arrival and is not refundable, but see Cancellation below.

Payment shall be made by bank transfer to Rosewyn Farmhouse Limited's bank account, details will be provided at the time of booking. The company does not accept cash, cards or cheques.

Cancellation

Your right to cancel:

You have the right to cancel you booking at any time.

Should you exercise this right you will not be refunded any part of your 10% deposit.

Should you exercise this right you will not be refunded any part of the balance of the booking if the cancelation is within 7days of 1600hrs (UK time) on the date of your booked arrival.

The company may, at it's sole discretion offer an alternative booking and the amount paid may be used to pay for the alternate booking. An alternate booking will be based on the undiscounted price for the relevant days in the unit allocated.

The company may offer you the opportunity to take out unit cancellation insurance in case you need to cancel your reservation.

You are not entitled to cancel or withdraw from your reservation under the Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013 as this is an exempt contract.

Our right to cancel:

Your breach

We may cancel your reservation at any time with immediate effect by giving you written notice (which includes email) if:

- you do not pay us when you are required to do so; or
- you breach the contract between us in any way; or
- you have previously breached the contract between us in any way.

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If we cancel your reservation where you are at fault, we reserve our legal rights in respect of your breach of contract. Where your stay had/has not yet commenced, the total payment made or to be made by you for such unit shall be deemed a cancellation charge and is not for any service.

Events outside our control

We may also cancel your reservation if an event outside of our control (including industrial action, explosion, outbreak of disease, health and safety issues, fire, flooding, and failure of power and/or water supplies or emergency evacuation) means that we are unable to make your unit available to you. In this case we will contact you to let you know as soon as possible and:

- if you have already paid for your unit, we will refund your payment to you; or
- if you have not yet paid for your unit, you will not have to make any payment to us.

Save as set out above, we will not be liable or responsible for any failure to perform, or delay in performance of, any of our obligations that is caused by an event outside of our control. This does not affect your statutory rights.

Arrival and departure

Check-in time will be from 4pm for all our units. Check-out is by 10am. Please note that during some of our busiest periods, there may be a wait at check-in.

Guests may be asked to provide proof of identity and nationality upon arrival, or at anytime during their stay. Acceptable forms of identification are: a passport, driving licence, Military ID card, police warrant card or any other form of photo identity issued by a national government body. Accordingly, guests should bring an appropriate document with them to enable us to undertake such checks should we see fit.

Units must be vacated by 10pm on the day of departure.

Rosewyn Farmhouse Limited expectations of you (and your group)

You must not:

- be threatening or abusive to any of our employees before, during or after your stay;
- smoke anywhere inside any unit, or in the grounds of Rosewyn. This includes the smoking of e-cigarettes;
- engage in any unlawful activity during your stay at Rosewyn (e.g. taking an illegal substance);
- cause any health and safety hazard to any of our employees or any of our guests;
- bring any animals onto Rosewyn premises, which is a registered agricultural holding and a County Wildlife Site;
- bring any potentially dangerous or hazardous materials or equipment onto Rosewyn premises;
- use any electrical appliances that may set off the fire alarm system, such as toasters, mini cookers or portable grills, other than those provided by Rosewyn Farmhouse Limited;

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- tamper with any fire alarms or emergency equipment;
- utilise a unit to store items (personal or otherwise) which could in the sole opinion of Rosewyn Farmhouse Limited cause damage to the unit, or be a risk to the health and safety of employees, guests or property;
- prevent Rosewyn Farmhouse Limited management, housekeeping and/or maintenance employees from access to your unit as and when required by Rosewyn Farmhouse Limited.
- remove, damage or destroy any Rosewyn Farmhouse Limited property.
- use any of the technology provided by Rosewyn Farmhouse Limited to download or access any unlawful or obscene material; or cause unreasonable disturbance to our other guests or any Rosewyn Farmhouse Limited employees.

If you or your group cause damage or loss of any kind to the premises, other guests or their property, you (as the person making the booking) will be responsible for that damage or loss and you shall be liable to pay to Rosewyn Farmhouse Limited on demand the amount required to make good or remedy such damage or loss. For the avoidance of doubt, if Rosewyn Farmhouse Limited requests that you or any member of your group are to leave the premises following a breach of these terms and conditions, you will also be liable to pay Rosewyn Farmhouse Limited on demand all costs associated with such removal.

You and the members of your group must not resell or transfer your reservation (or any part of it) nor advertise, market or otherwise offer any Rosewyn Farmhouse Limited unit for sale either on its own or as part of a combined offer. Rosewyn Farmhouse Limited will not honour any reservations made in this way and does not accept any liability for doing so.

If you or your group cause damage to the premises, other guests or their property, or otherwise breach any of these terms and conditions, Rosewyn Farmhouse Limited reserves the right to:

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- cancel your reservation with immediate effect and (if appropriate) eject you from the premises;
- restrict access to the premises;
- remove your items from the premises, disposing of such items (at no cost and no liability) to a local charity to the extent such items are not collected from us within 7 days of removal;
- retain all sums paid by you and/or charge you the full amount of your reservation; and/or
- refuse future reservations from you and/or refuse you entry or accommodation at our premises.

Rosewyn Farmhouse Limited will not be liable for any refund or compensation in such circumstances.

Rosewyn Farmhouse Limited reserves the right to decline or cancel reservations made and stays in progress by those who have previously breached these terms and conditions (as may be updated from time to time), whether the reservation is in that name or not.

Your information

We keep your personal data safe and secure. Full details about how we use your data are set out in our Privacy Notice. Similar to other commercial websites, this website and the System utilises a standard technology called cookies and web server logs to collect information about how the website and/or the System is used and how to improve them. Further details can be found in our Cookie Notice. By providing information about you and your booking group (as outlined in the Privacy Notice) when making a reservation, you consent (on your behalf and on behalf of each member of your group) to such processing and you warrant that all information provided by you is accurate.

The contract

This contract formed when we confirm your reservation is between you and Rosewyn Farmhouse Limited. No other person shall have any rights to enforce any of its terms, whether under the Contracts (Rights of Third Parties Act) 1999 or otherwise.

Your rights

If you are a non-business customer you have certain rights under consumer protection legislation. Nothing in these terms and conditions is intended to affect those rights.

Our liability

We accept liability for death and personal injury arising from our negligence or that of our employees and agents. We do not seek to exclude our liability for fraudulent misrepresentation by us or our employees or agents.

We do not accept liability for failure to meet any of our obligations where such failure is due to events beyond our reasonable control.

If we breach these terms and conditions for reasons within our control we shall only be liable for losses that are direct losses and a reasonably foreseeable consequence of such breach.

Save as prohibited by applicable law, we shall not be liable whether in contract, tort (including negligence) or for breach of statutory duty, or in any other way, for any indirect or consequential losses including:

- loss of income, sales or revenue;
- loss of business;
- business interruption;
- loss of profits or contracts;
- loss of anticipated savings;
- loss of data;

- loss of reputation and/or goodwill; or
- wasted management or office time.

Where we are liable to you (save as prohibited by applicable law) our maximum liability to you whether in contract, tort (including negligence) or for breach of statutory duty shall in no event exceed the price of your reservation unless the Hotel Proprietor's Act 1956 applies, in which case our liability will be limited to the maximum prescribed under that Act.

Applicable law

These terms and conditions, their subject matter and formation (and any non-contractual disputes or claims) are governed by and construed in accordance with English law.

If you are a consumer you and we both agree that the courts of England and Wales will have non-exclusive jurisdiction over any claim arising from, or related to, your reservation and/or stay at any Rosewyn Farmhouse Limited unit. We retain the right to bring proceedings against you for breach of these terms and conditions in your country of residence or any other relevant country. If you are a resident of Northern Ireland you may also bring proceedings in Northern Ireland, and if you are resident of Scotland, you may also bring proceedings in Scotland.

If you are making a business reservation, you and we agree that the courts of England and Wales will have exclusive jurisdiction over any claim arising from, or related to your reservation and/or stay at any Rosewyn Farmhouse Limited hotel.

Severability

If any part of these terms and conditions is deemed invalid, illegal or for any reason unenforceable then that part will be deemed deleted and will not affect the validity and enforceability of the remaining parts. Any failure by us to enforce our rights or remedies under these terms and conditions or otherwise shall not be construed as a waiver by us of those or any other rights or remedies.

All rights not expressly granted in these terms and conditions are reserved.

Contact us

If you require further information or have any questions regarding our website or these terms and conditions, then please email us at global@rosewyn.com, or write to us at Rosewyn, Summercourt, Newquay, TR8 5BQ