

#### 2019 Terms & Condtions

Waters' Retreats request that customers booking accommodation with us must agree to our terms and conditions as laid out below.

# 1. **RESTRICTIONS**

The hirer accepting these terms and conditions must be over 21 years of age and listed on the electoral roll. Unfortunately, we are unable to accept bookings from same sex groups, stag or hen parties without prior permission. Smoking is NOT permitted in any of our holiday homes and dogs are only allowed in the accommodation designated "dog friendly". Please check the individual property details on our website www.watersretreatsathopton.com for further details or contact us immediately for clarification.

## 2. BOOKINGS

A non refundable booking deposit will be required within 48 hours of booking to confirm your chosen dates. The amount is detailed in the booking information of your chosen accommodation. If the booking deposit is not received within 48 hours the dates will be released. Your booking is provisional until payment has been received and we have confirmed your booking in writing. A refundable security deposit of £100 is required and full details of this will be given during the booking process and on your confirmation. The full hire charge will be due 8 weeks before the start of your holiday. The amount due will be detailed on your booking confirmation. If this is not received the booking will be cancelled and the booking deposit retained. For holidays starting within 8 weeks of arrival the full hire chage plus the refundable security deposit is due at the time of booking.

## 3. PAYMENT METHODS

We can accept payments via bank transfer or online card payment. Our bank details will be provided on the booking form to enable you to carry out a bank transfer. Please use your name and booking number as reference. We can offer payment plans - please contact us to discuss this further.

## 4. CANCELLATIONS

If you need to cancel your holiday you must notify us immediately and confirm in writing within 3 days. The following cancellation charges will be applied to your booking:-

- a. The initial booking deposit will not be refunded, and any other payment made to us will be returned.
- b. For holidays starting within 8 weeks, we will retain the full balance already paid and return the security deposit less an £60 admin charge.

## 5. INSURANCE

We strongly advise guests to obtain their own holiday insurance to cover accidents, losses or cancellations. We can provide insurance cover through Booking Proect and this can be purchased during our normal booking procedure.

# 6. MISSUSE, DAMAGE OR LOSS OF THE ACCOMMODATION OR ITS CONTENTS

All of our holiday homes are privately owned and we ask that guests respect the accommodation and its contents this includes:-

- a. Ensuring that all windows and doors are closed and locked when the accommodation is left vacant.
- b. Ensuring that any heating is properly turned off when the accommodation is left vacant.
- c. Ensuring that dogs are not allowed on furniture or beds (applicable to dog friendly accommodation only).
- d. Ensuring that guests do not stand on beds or furniture.
- e. Spillages are quickly cleaned so as not to stain.
- f. Breakages are reported immediately.
- g. You must adhere to the park rules at all times, follow instruction by park representatives and ensure that other guests are not disrupted in anyway. Antisocial behvaviour and noise pollution will not be tolerated.

Guests should report any accidents, losses or damage caused by you or your party immediately. This will then enable us to respond effectively and help to ensure that your holiday is not unduly affected. Smaller items which are damaged may be replaced by yourselves on a "like for like" basis. Alternatively, we may retain part of your security deposit. Should the damage exceed the retained security deposit we will take the necessary action to seek full compensation. In the event of loss of keys you will be liable for the cost of replacement, including the locks if necessary. If we consider that damage or breakages were deliberately or recklessly caused we reserve the right to retain the security deposit. If the damage is discovered after you depart you will be notified in writing as soon as is reasonably practicable. We also reserve the right to charge further sums if we are unable to re-let the accommodation as a consequence of the damage. By booking you authorise us to invoice for any additional sums in the unlikely event of damage.

# 7. ENTERTAINMENT PASSES

Owners are not authorised by Bourne Leisure to provide Entertainment Passes. These are not included in the cost of your holiday and should be purchased at the park reception upon your arrival. Guests not wanting to access the park facilities during their stay do not need to purchase passes.

# 8. PROBLEMS WITH YOUR ACCOMMODATION

We hope your stay with us is enjoyable and without issues, however, if there are any problems please report them immediately to us, the owner or their representative during your stay. We will not entertain any complaints once you have checked out. You should give us a fair and reasonable opportunity to rectify the situation or offer suitable compensation. In the event that you are not happy with our response then you must seek legal advice. We ask that you do not make comments, post photographs or videos in any public domain including social media as any such action could be considered defamatory and leave you at risk of prosecution. Even posting on your own private page is not recommended as anyone can copy and share without your permission.

# 8. IF WE CANNOT PROVIDE YOUR ACCOMMODATION AS BOOKED

In the unlikely event and due to circumstances beyond our control we are unable to provide your accommodation, as booked, we shall notify you immediately, cancel your booking and refund you in full. We may, due to unforeseen circumstances need to move your booking to another holiday home and we will do our best but cannot guarantee to ensure this is of a similar standard. You will be informed immediately.



## 9. CLEANLINESS

Please ensure that your accommodation is left in the clean and tidy condition in which you found it. This includes removing all rubbish and any unwanted items, washing up and putting away any used crockery and cutlery. If your accommodation has a BBQ and this has been used we also ask that this is cleaned after use. Failure to do so may result in the loss of your security deposit to cover the additional cleaning required if the accommodation is left in an unacceptable condition.

## 10. USE OF EQUIPMENT

By booking you are agreeing to the safe use of all equipment in the accommodation. We will not be considered liable for any injury caused by improper use of any equipment. Faulty equipment must be reported to us, the owner or their representative immediately. You must not use any equipment you do not consider to be in suitable condition. Any claims of injury must be reported immediately. If you are unsure how to use any of the equipment provided then please contact us immediately. Claims will be thoroughly investigated and prosecution may be sought in the event of fraudulent claims.

## 11. ARRIVAL & DEPARTURE

Full arrival details will be issued as soon as the full balance of your holiday is received. Please check your booking confirmation for the arrival time and take a note of the departure time. Unfortunately, it is not normally possible to enter your accommodation earlier than the time stated, especially during peak periods. Departure must be no later than the designated time. Late check out could result in the loss of your security deposit.

# 12. SECURITY DEPOSIT

The security deposit will be refunded to you within 14 days of departure unless:-

- a) There has been or there is evidence of non-registered persons staying in the accommodation
- b) There has been or there is evidence of smoking in the accommodation
- c) The accommodation is not returned to us in the same condition it was handed over in ie damage including contents, breakages, items removed, stains etc.
- d) The accommodation is not vacated at the designated check out time
- e) There is any evidence of drug use
- f) If any safety equipment such as smoke alarms, fire extinguishers etc have been tampered with
- g) Lights and/or heating have been left on when the accommodation is empty or there has been excessive use/misuse of these during your stay.

If we are requested to retain a security deposit (or part of) by the owner we will notify you immediately. The owner's decision is final.

## 13. EVICTION FROM THE ACCOMMODATION

We will cancel your holiday immediately with no refund and ask the park security team to evict you from the accommodation in the event of the following:-

- a. Unreasonable behaviour by any guests including reports or complaints from park officials or neighbouring accommodation/guests of unreasonable or antisocial behaviour, noise pollution or disruption
- b. Unregistered guests being found in the accommodation
- c. Smoking in the accommodation
- d. Pets in the accommodation other than where permitted
- e. Exceeding the number of pets in the accommodation
- f. Damage or reports of damage to the accommodation or its contents
- g. Refusal to follow park rules including dogs not being kept on leads at all times
- h. Allowing pets or children to be left unsupervised in the accommodation (where permitted)

We have the right to inspect the accommodation at any time during your stay if we believe that there is evidence of any of the above.

# 14. DISPUTES AND HARASSMENT

In the event of a dispute then a third party may be consulted in order to resolve matters. Repeated or abusive telephone calls, text messages, written correspondence or other contact will not be tolerated. By booking you agree to not threaten legal action in the event that the security deposit is fully or partially retained due to any breach of these terms and conditions. Any such action will be considered harassment. You will become liable for any additional costs incurred as a result of any breach of these rules.

# By Booking and paying your deposit you agree to these Terms & Conditions

WATERS' RETREATS @HOPTON OPERATES AS A MARKETING AND BOOKING AGENT ONLY. ALL ACCOMMODATION, EQUIPMENT AND FACILITIES ARE PRIVATELY OWNED. WE ACCEPT NO LIABILITY FOR CLAIMS AGAINST ANY OF THE ACCOMMODATION WE PROMOTE HOWEVER WE WILL ALWAYS WORK CLOSELY WITH BOTH CUSTOMER AND OWNERS TO MEDIATE IN ANY DISPUTES.