

# ***'Little Waverley' - Hope Cove***

## **Booking Terms and Conditions**

**We want to make sure you enjoy your holiday stay with us, so please take a few moments to read and absorb our Terms and Conditions before you make your booking. Please pay particular attention to our payment and cancellation terms and if you have any queries, please do not hesitate to contact us.**

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### **DEFINITIONS**

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**'the owners' or 'we' or 'us'** means Hilary and Richard Colling of Waverley, Grand View Road, Hope Cove, Kingsbridge, Devon TQ7 3HF;

**'you'** means the person booking a holiday in accordance with these conditions;

**'guests' or 'party'** means the other people you have stated are staying with you at the property;

**'Little Waverley' or 'the property'** means the holiday accommodation as described on the website situated at Waverley, Grand View Road, Hope Cove, Kingsbridge, Devon TQ7 3HF;

**'holiday rental period'** means the period from 4pm on the arrival date until 11am on the departure date;

**'arrival date'** means the date of the commencement of the holiday rental period as stated on the confirmation of provisional booking;

**'departure date'** means the date of the end of the holiday rental period as stated on the confirmation of provisional booking;

**'booking'** means the legally binding agreement made between you and us for the provision of *'Little Waverley'* as stated in the booking confirmation;

**'confirmation of provisional booking'** means the written document issued by us by email or by post to you accepting your booking request;

**'booking confirmation'** means the written document issued by us by email or by post to you upon receipt of your deposit, setting out the details of the holiday rental;

**'booking cancellation'** means the written document issued by us by email or by post to you confirming your holiday booking is cancelled;

**'cost of holiday rental'** means the full cost of the holiday rental period as stated on the confirmation of provisional booking.

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## 1. BOOKING

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1.1 You must be over 18 years of age to make a booking with '*Little Waverley*'. You must be a member of the occupying party and be authorised to agree to our Terms and Conditions on behalf of all party members. You must also take responsibility for full payment on behalf of the whole party.

1.2 You must tell us the names and nationality of all party members at the time of booking and at no time must your party exceed the number booked and confirmed for the holiday rental.

1.3 The booking is for the purpose of a holiday during the agreed holiday rental period and not for a longer period. If you or any member of your party fails to vacate the property by the agreed departure date/time, you will be liable for any cost of whatever nature incurred because of any unauthorised extension.

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## 2. ARRIVAL AND DEPARTURE

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2.1 '*Little Waverley*' will be available from 4pm on the arrival date until 11am on the departure date, unless otherwise agreed in writing. The days of arrival and departure are as specified in your confirmation of provisional booking.

2.2 Our arrival window is from 4pm - 6pm. Please let us know at least 24 hours in advance if your estimated arrival time is outside this window. If we are not available to welcome you at your estimated arrival time, we will make alternative arrangements for you to access '*Little Waverley*'.

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## 3. DEPOSITS AND FULL PAYMENT

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3.1 We require a deposit payment of 30% of the full cost of holiday rental at the time of booking in order to secure the booking. The remaining balance is to be paid in full six weeks prior to your arrival date. We accept payment by electronic bank transfer, PayPal, or cheque but please note cheques must not be post-dated. Deposit payment details will be sent with our confirmation of provisional booking and you will receive details of the required balance with your booking confirmation.

3.2 We also ask for a breakage/lost key deposit of £75 per booking to be paid in advance with your balance of cost of holiday rental payment. Breakage deposits will be refunded no later than 7 days after checkout by bank transfer or cheque, less any monies deducted for damage or lost keys. We reserve the right to charge for any damage but please note we will not charge for wear and tear nor minor damage. Please report any incidents to us when they occur. Lost keys will be charged at £10 per key.

3.3 Please note you are responsible for sending all final payments on the due date. The amount and due date will be shown on your confirmation of provisional booking, but we will not be responsible for sending reminders of the due date. Non-payment by the due date may be treated as a cancellation and you may lose your booking and forfeit your deposit.

3.4 For bookings made less than six weeks before the arrival date, the full cost of holiday rental, plus breakage deposit, must be paid at the time of booking.

3.5 All payments must be received in pounds Sterling (GBP).

3.6 Any bank charges arising from payments received from overseas, or charges for bank transfers or charges for dishonoured cheques will be passed on to you.

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#### 4. CANCELLATION

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4.1 A booking can only be cancelled prior to the holiday arrival date and must be advised in writing and acknowledged by us. Please do not consider your booking cancelled until you receive our written booking cancellation.

4.2 Subject to clause 4.6, if you cancel your booking, we will make your dates available on our website in an endeavour to re-let '*Little Waverley*'. If the property is successfully booked at the same rental price we will refund your deposit/cost of holiday rental as appropriate less an administration fee of £25. If we are obliged to offer a price reduction and '*Little Waverley*' is booked for a reduced price, we will refund you the value of the reduced holiday rental price less an administration fee of £25.

4.3 Subject to clause 4.6, in the event that a cancellation is made and we are unable to re-let '*Little Waverley*' then you will be liable for a cancellation charge depending on the number of days before the arrival date the cancellation is received. The amount retained is shown below:

Number of days before arrival date that notification is received	Cancellation Charge (as a percentage of the full cost of holiday rental):
0 – 20 days	100%
21 – 41 days	50%
42 days or more	30%

4.4 We recommend you take out adequate holiday insurance cover in order to protect against unforeseen circumstances and any cancellation charges.

4.5 Subject to clause 4.6, we would only cancel your stay if your accommodation was unavailable for reasons beyond our control or if you were in material breach of these Terms & Conditions. If we were forced to cancel prior to your stay we would attempt to offer you alternative accommodation of an equivalent price/standard. If this were not possible, or unacceptable to you, then we would refund all monies paid by you. If we had to cancel your contract during your stay, by reason of catastrophic event, and not by reason of your default, then we would again endeavour to offer alternative accommodation of an equivalent price/standard. If this were not possible or unacceptable to you we would return the appropriate proportion of the cost of holiday rental attributable to the remainder of the holiday rental period. Our liability would not extend beyond this refund.

4.6 Notwithstanding clauses 4.2; 4.3 & 4.5, in the event of an epidemic or pandemic recognised by the UK government affecting the provision of your accommodation at '*Little Waverley*' clauses 4.2; 4.3 & 4.5 are replaced by clause 4.6.

4.6.1 If you have to cancel your stay at '*Little Waverley*' because you and/or a member of your party:

- a. are subject to restrictions of movement such as limited travel permissions arising from such event; or
- b. have been diagnosed with or have symptoms of a bacterium or virus arising from such event requiring a period of recovery; or
- c. have or suspect have come into contact with a bacterium or virus arising from such event and are required to observe a period of quarantine affecting your stay at '*Little Waverley*';

the following will apply:

You can cancel your stay at '*Little Waverley*' and upon production of appropriate supporting evidence as available at the time, which we in our sole discretion will consider, we will cancel your booking with no cancellation charges. All monies already paid will be refunded in full.

4.6.2 If we have to cancel your stay at '*Little Waverley*' because we:

- a. are subject to government restrictions preventing us from letting '*Little Waverley*'; or
- b. have been diagnosed with or have symptoms of a bacterium or virus arising from such event; or
- c. have or suspect have come into contact or with a bacterium or virus arising from such event and are required to observe a period of quarantine affecting your stay at '*Little Waverley*'; or
- d. consider in the wider interests of the safe operation of '*Little Waverley*' for us and all our existing and future bookings that we need to close '*Little Waverley*';

the following will apply:

We will cancel your holiday giving as reasonable amount of notice as is possible and refund all monies paid by you without deduction. Our liability would not extend beyond this refund.

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## 5. DISCRIMINATION AND ACCESSIBILITY

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We welcome all to stay in 'Little Waverley', without discrimination. However, due to the nature of the stairs leading to the upstairs loft bedroom, this room is not suitable for very young children nor those with mobility problems. You should also be aware of the topography of Hope Cove, which is hilly by nature. If you wish to verify accessibility please call us to discuss this prior to making your booking. Please also see the [gallery](#) and our [access statement](#) on our [website](#).

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## 6. MOBILE PHONES AND WIFI

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6.1 We regret that there is very limited mobile phone reception in Hope Cove and none at 'Little Waverley'. We are happy to help out where possible to assist you in making local calls for taxis and restaurant reservations, and in emergencies.

6.2 We do have wifi, with superfast broadband but the signal in 'Little Waverley' can fluctuate and it might not offer sufficient capacity for downloading films, television programmes or music. We can also give no guarantees or accept liability if a fault occurs with our internet service provider, although we will make all reasonable endeavours to organise repairs as quickly as possible. Under no circumstances should visitors download illegal or copyrighted material and we recommend that you have your own virus protection and that you supervise your children's internet activities.

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## 7. GUEST OBLIGATIONS

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We hope that you will feel at home and have a relaxing and enjoyable holiday at 'Little Waverley'. However we do require that our guests observe the following obligations:

7.1 To take good care of the property and leave it in a clean and tidy condition at the end of the holiday rental period. If the property is left in an unreasonable condition, cleaning charges may be incurred;

7.2 To respect our neighbours and not allow your behaviour to cause them a nuisance or annoyance;

7.3 To not smoke in the property **or anywhere on the premises** due to the presence of LPG gas storage cylinders;

7.4 To use the allocated parking space;

7.5 To permit immediate access to the property in the event of an emergency or reasonable access, given 24 hours notice, to effect repairs or maintenance, causing as little inconvenience to you as practicably possible;

7.6 Not to part with possession of the property, or share it, except with members of the party as advised to us at the time of the booking;

7.7 Not to sell or transfer the booking to another party without our agreement;

7.8 Not to do or permit any act that would make the insurance policy on '*Little Waverley*' void or voidable or increase the premium.

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## **8. GENERAL**

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8.1 Bed linen and towels for use in '*Little Waverley*' are provided but please bring your own beach towels. A cleaning service is not provided for rental periods of one week or less but for longer rentals, the bed linen will be changed and the property cleaned on a weekly basis.

8.2 We regret that we do not have the facilities to welcome pets of any description at '*Little Waverley*' although we are able to accept registered assistance dogs.

8.3 Every effort is made to ensure all items of equipment are in good working order; however no guarantee is given or liability accepted if breakdowns occur before or during a holiday. We will, however, make all reasonable endeavours to organise repairs or replacements as quickly as possible.

8.4 Our website may contain information and links to external businesses. We make every effort to ensure that our website is up to date but cannot be held liable for the closure or unavailability of external facilities and attractions which are outside of our control.

8.5 You and your party have the right to occupy the property for a holiday only (within the meaning of Schedule 1, Paragraph 9 of the Housing Act 1988). This agreement is not intended to create the relationship of landlord and tenant between the parties. You shall not be entitled to a tenancy, or to an assured short hold or assured tenancy, or to any statutory protection under the Housing Act 1988 or to any other statutory security of tenure now or when the holiday rental ends.

8.6 These booking terms and conditions replace and supersede all previous booking terms and conditions be they verbal or in writing.

8.7 You agree and confirm that any and all government restrictions and/or requirements granting permission to travel such as are in place at the time of your stay will be adhered to by you and your party and that evidence of this will be presented if appropriate and requested by us. Failure to comply will be regarded as a material breach of these Terms and Conditions.

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## **9. LIABILITY**

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9.1 We do not accept any liability for any damage, loss or injury to any member of your party or any vehicles or possessions, unless proven to be caused by a negligent act by ourselves or contractors whilst acting in the course of employment.

9.2 Except in respect of death or personal injury, if we are found liable to you on any basis, the maximum amount we will have to pay you is the amount of the cost of the holiday rental.

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## **10. PRIVACY POLICY**

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Please see our separate Privacy Policy, available on our website, advising how we will comply with the General Data Protection Regulations. With your permission we may from time to time contact you about promotions and offers. We will not share your details with any third party. We may make use of feedback that you provide us in order to promote the business on our website in anonymous format. Please let us know if you do not want us to do so.

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## **11. COMPLAINTS**

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11.1 We hope that you will enjoy your stay and not have cause to complain. However, if you do have a complaint, please bring this to our attention as soon as possible, so that we may take the necessary remedial action.

11.2 Please note that you waive all rights where we have not been offered the opportunity to rectify matters during your stay with us.

11.3 We are located in a central yet quiet road. However, we cannot be held liable for work taking place outside the boundary of our property, nor for noise or nuisance resulting from third parties over whom we have no control.

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## **12. BREACH OF CONTRACT**

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12.1 If there is a breach of any of these conditions by you or any of your party, before your holiday rental period we will issue a booking cancellation and calculate a cancellation charge in accordance with clause 4.3.

12.2 If there is a breach of any of these conditions by you or any of your party, during your holiday rental period, we reserve the right to re-enter the property and ask you and your party to leave.

12.3 If we breach of any of these conditions then you have the right to end your holiday and leave.

12.4 Ending the holiday by either party does not affect that party's other rights and remedies.

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### **13. VALIDITY CLAUSE**

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In the event that a court finds that a condition in these Terms & Conditions is illegal or void, the illegal or void provision will be severed from the remainder of the Terms & Conditions, which will continue to be valid and have full force and effect.

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### **14. GOVERNING LAW AND JURISDICTION**

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This contract is governed by English Law and interpretation and any dispute will be referred for the jurisdiction of the English Courts only.