

## BELLE ISLE HOTELS (CORNWALL) MANAGEMENT LTD TERMS AND CONDITIONS - HOTEL

These Terms are applicable to all Contracts of any kind made by Belle Isle Hotels (Cornwall) Management Ltd. ("The Cornwall") and its clients ("The Clients") and apply to all reservations, bookings and agreements for accommodation and use of all facilities at The Cornwall, unless otherwise specifically agreed in writing. Clients are invited to read these provisions and note their responsibilities, arrangements for payments, cancellation terms and limitations on the liability of The Cornwall. The Contract is conditional on the payment of a deposit or booking guarantee via credit card.

### TERMS OF SUPPLY

#### 1. INTERPRETATION

1.1 In these Conditions: "Arrival" means the date on which the Services are to be provided or shall start to be provided by The Cornwall; "Client" means the person for whom The Cornwall has agreed to provide the Services in accordance with these Terms; "Contract" means the contract for the provision of the Services including these Terms as appropriate; "Pre Authorisation" means the pre authorisation specified in clause 5 and Schedule; "External Contractor" means production companies, audio visual companies, television, video or film crews, musicians, bands, live acts and any other performers, toastmasters, florists, photographers and designers and any other person who is contracted by the Client in connection with any of the Services. "Services" means the provision of accommodation, function room hire and/or supply of food and beverages and other Services by The Cornwall for the Client described in writing by The Cornwall and on its website or in its brochure; "Schedule" The Schedule of deposits and payments and cancellation terms annexed to this agreement; "Standard Charges" means the charges shown on the website or published material relating to the Services in force from time to time; "Terms" means these terms and conditions. "Room Rate" means the total package price per night agreed at the point of booking. This could include room only, bed and breakfast; dinner, or any other prior agreed extras, including spa treatments or other goods/services.

1.2 The headings in these Terms are for convenience only and shall not affect their interpretation.

#### 2. PROVISIONAL RESERVATION AND CONFIRMATION OF RESERVATIONS

2.1 If The Cornwall confirms the reservation this Contract is conditional on the Client supplying credit card details to pay for the room / lodge reservation and the authority for charges to be deducted. Before 2pm one day before a hotel reservation and four weeks before a lodge reservation (24 hours for hotel bookings and 28 days for lodge bookings) prior to arrival: 100% of the booking is charged prior to arrival (a cancellation reference number will always be given if a cancellation is received prior to this). If credit card details and payment authority is not given to The Cornwall by the Client then subject to any outstanding obligation due to The Cornwall from the Client the Contract will cease to be of effect. The Services that are the subject of the provisional reservation will be released and be resold without any further notification to the Client.

#### 3. SUPPLY OF THE SERVICES

3.1 The Cornwall shall provide the Services to the Client subject to the Contract.



3.2 The Client shall at its own expense supply The Cornwall with all necessary data or other information relating to the Services within sufficient time to enable The Cornwall to provide the Services in accordance with the Contract. The Client shall ensure the accuracy of all such information. Specific information requirements are contained in the Schedule. The Cornwall may at any time without notifying the Client make any changes to the Services which are necessary to comply with any applicable safety or other statutory requirements, or which do not materially affect the nature or quality of the Services.

#### **4. CHARGES**

4.1 The charges payable by the Client shall be detailed in writing by The Cornwall. If no charges are specified or additional and varied Services are provided to the Client, the Client shall pay the Standard Charges at the prevailing rate on the day the Services are provided and any additional sums which are agreed between The Cornwall and the Client for the provision of the Services.

4.2 The Cornwall may vary the Standard Charges from time to time.

4.3 All charges quoted to the Client for the provision of the Services are inclusive of any Value Added Tax at the applicable rate at the tax point unless otherwise stated.

#### **5. PRE-AUTHORISATION PAYMENT GUARANTEE**

5.1 The Client agrees to provide credit card details to pre authorise the first night accommodation cost and the authority for charges to be deducted if cancelled later than midday one day prior to arrival.

#### **6. PAYMENT**

6.1 The full payment for room rate is made to The Cornwall by the Client on the arrival date.

6.2 If any services under the contract are varied prior to arrival then the payment made will reflect the latest details contained in the written details provided to The Cornwall.

6.3 The Client agrees to provide credit card details to pre authorise any additional charges due to The Cornwall from the Client for the Services. An invoice for these additional charges will be provided to the Client prior to departure.

6.4 For room reservations made using the advance purchase rate full payment will be taken at the time of booking. This payment is not refundable in the event of any amendment or cancellation.

#### **7. CANCELLATION CHARGES (“NO SHOWS”)**

7.1 The Client agrees to pay charges to The Cornwall in the event of cancellation of the Services or if the Client and/or their guests fail to take up the Services at the time and on the day specified in the Contract. The cancellation charges are calculated by reference to the schedule attached.

7.2 The Cornwall will provide a cancellation number to a Client in the event of the Client making a cancellation and that number must be used in any future dealings with The Cornwall.



## 8. VARIATION IN SERVICES REQUIRED

8.1 Any variation of numbers, accommodation and food and beverage requirements specified for the Services or other changes or additions must be agreed by the Client and The Cornwall in writing.

## 9. LIABILITY OF THE CORNWALL

9.1 When The Cornwall supplies the Services which include any services supplied by a third party, The Cornwall does not give any warranty, guarantee or other term as to their quality, fitness for purpose or otherwise, but shall, where possible, assign to the Client the benefit of any warranty, guarantee or indemnity given by the person supplying the Services to The Cornwall.

9.2 The Cornwall shall have no liability to the Client for any loss, damage, costs, expenses or other claims for compensation arising from any instructions supplied by the Client which are incomplete, incorrect, inaccurate, illegible, out of sequence or in the wrong form, or arising from their late arrival or non-arrival, or any other fault of the Client.

9.3 Except in respect of death or personal injury caused by The Cornwall's negligence, or as expressly provided in these Terms, The Cornwall shall not be liable to the Client by reason of any representation (unless fraudulent), or any implied warranty, condition or other term, or any duty at common law, or under the express terms of the Contract, for any loss of profit or any indirect, special or consequential loss, damage, costs or expenses (whether caused by the negligence of The Cornwall, its servants or agents or otherwise) which arise out of or in connection with the provision of the Services or their use by the Client, and the entire liability of The Cornwall under or in connection with the Contract shall not exceed twice the amount of The Cornwall's charges for the provision of the Services for each booking, except as expressly provided in these Terms.

## 10. TERMINATION

The Cornwall may (without limiting any other remedy) at any time terminate the Contract by giving written notice to the Client if the Client commits any breach of these Terms, or if the Client goes into liquidation, becomes bankrupt, makes a voluntary arrangement with its creditors or has a receiver or administrator appointed.

## 11. CLIENT RESPONSIBILITIES

11.1 Arrival and departure times for accommodation at The Cornwall are 3:00 p.m. and 11.00am respectively.

11.2 The Client is responsible for the behaviour of his, her or its guests at The Cornwall and their compliance with the estate rules (appendix 1) and in particular for the orderly conduct of guests attending any function or staying in The Cornwall or otherwise making use of the Services. The Client must ensure that no noise or nuisance is caused either for The Cornwall or its other guests and Clients. The Client must comply with any reasonable request of The Cornwall and with any policies of The Cornwall as may apply to the Services from time to time. The Client will indemnify The Cornwall against any physical damage or loss caused by the behaviour of his, her or its guests.

11.3 Should a resident of the hotel wish for any item to be received or held by The Cornwall prior to arrival or following departure, advance notice will be required. The Hotel retains the right to refuse to accept receipt of such items. Any costs incurred for return will be borne by



the sender. All items are left at the owner's risk and may be subject to search. Please note that should an item be locked or sealed; it is the responsibility of the owner of the item to facilitate access. The Cornwall is not liable for any flood, fire or any damage to the items.

11.4 Smoking (including the use of E Cigarettes) in all areas of the hotel and its bedrooms, balconies, restaurants, bars and public areas is prohibited. Residents of the hotel are able to smoke in a designated smoking area in the hotel grounds.

11.5 Dogs or pets are permitted in selected hotel bedrooms and the bar. For dog friendly self-catering accommodation, please refer to our dog policy under the heading 'Self Catering Woodland Lodges.'

## 12. CCTV

12.1 In the public areas of The Cornwall and some staff areas CCTV is in operation and video recordings may be made. This activity is carried out for security and service reasons for the better management of The Cornwall and security for all its Clients and staff.

## 13. PHOTOGRAPHY AND FILMING

13.1 Photography or filming are not permitted in public areas of the hotel without written consent. Commercial photography or images including trademarks or trade names requires the prior written consent of The Cornwall.

## 14. GENERAL

14.1 The Contract constitutes the entire agreement between the parties, supersedes any previous agreement or understanding and may not be varied except in writing between the parties. All other terms, express or implied by statute or otherwise, are excluded to the fullest extent permitted by law.

14.2 No failure or delay by either party in exercising any of its rights under the Contract shall be deemed to be a waiver of that right, and no waiver by either party of any breach of the Contract by the other shall be considered as a waiver of any subsequent breach of the same or any other provision. 14.3 English law shall apply to the Contract, and the parties agree to submit to the non-exclusive jurisdiction of the English courts.

## 15. GENERAL TERMS TO EXTERNAL CONTRACTORS AND INDEMNITY

15.1 The Cornwall must be notified by the Client of any External Contractor the Client proposes to use and must obtain the permission of The Cornwall for the use of the External Contractor at The Cornwall. The Cornwall reserves the right to refuse access to any External Contractor;

15.2 The Client must on request supply to The Cornwall copies of public liability insurance policies with a minimum limit of liability of £5 million per claim or such other insurance as may be required from The Cornwall and the receipts for the last premium due for all External Contractors to cover as a minimum any damage or injury to The Cornwall or any of its property, staff, any plant and equipment of The Cornwall, any guest of the Client or The Cornwall or of any Client resulting from any activity of the External Contractor or arising out of the External Contractor being on the premises of The Cornwall or in respect of any equipment brought onto The Cornwall premises by the External Contractor.

15.3 Any electrical, audio visual equipment the Client wishes to use that is not the property of The Cornwall can only be brought into The Cornwall and used with The Cornwall's written



permission. All such equipment must comply with the I.E.E. regulations and safety standards. The Cornwall may at its discretion arrange for its own contractors to inspect any such equipment. The cost of such inspection shall be borne by the Client. The Client will comply with any requirement or direction imposed by The Cornwall following such inspection.

15.4 The Client will comply with the policies of The Cornwall in connection with the construction of any stand, exhibition stand, scaffolding, the use of any plant and equipment that it wishes to bring into The Cornwall and as may generally apply from time to time.

15.5 The Client will indemnify The Cornwall in connection with any loss or damage caused to The Cornwall, its staff, contractors, clients and guests or to any property of The Cornwall or any such persons arising out of the engagement of any External Contractors or if the Client itself brings onto the premises any equipment, plant or machinery in respect of any loss, damage, costs including legal costs that The Cornwall shall incur.

15.6 The Client is permitted to use its own signage subject to complying with the generality of the Contract or any policies of The Cornwall for the use of such signage from time to time within private salons or meeting rooms or suites designated for the Client's use. No signage is permitted by The Cornwall in any other part of The Cornwall and in particular within the public areas.

15.7 The Client will comply with the terms applying to photography as set out in clause

## 16. COMPLAINTS

16.1 Every effort has been made to ensure that you have an enjoyable holiday. If, however, you have any cause for complaint please let us know immediately so that we can inform hotel management and try to resolve it. If after this, you feel that the problem has not been resolved to your satisfaction then the lead guest must within 14 days of returning from your holiday put your complaint in writing to us. Please send your complaint to [feedback@thecornwall.com](mailto:feedback@thecornwall.com) or via post to Hotel Manager, The Cornwall Hotel & Spa, Pentewan Road, Tregorrick, St Austell, PL26 7AB.

## 17. LOST PROPERTY

17.1 Items accidentally left behind and found by Hotel staff in the Hotel ('Lost Property') after a Guest has checked-out will be collected, registered and stored securely at The Hotel for a period of no longer than 30 days.

17.2 The Cornwall will take reasonable steps to respond to enquiries related to lost property.

17.3 The Hotel is able to arrange for any Lost Property to be returned to a Guest by secure delivery. The Guest will be liable for the cost of any return delivery charges.



## SCHEDULE 1 ROOM BOOKINGS TIMETABLE CLIENT REQUIREMENTS CANCELLATION CHARGES

To confirm a booking at any time, a credit card guarantee is required to pre-authorise the first night's accommodation. Photo identification is required on check-in, if the reservation is made on the same day as the arrival date.

Reservations for the hotel rooms must be cancelled more than 14 days prior to arrival to avoid a penalty of the whole stay plus tax being charged to the credit card used as a guarantee.

Payment will be taken in full on arrival for the total hotel room rate. Pre-authorisation is required on a credit card if the Guest wishes to charge extras and sundries to room.

On Departure, Payment in full is required for extras and sundries.

In case of no-show, 100% of the booking price is charged to the pre-authorized card.



## APPENDIX 1 ESTATE RULES

Guests will not cause or allow any child under the age of sixteen to use the Pool or Spa in the Leisure Facilities unless such child is accompanied by a responsible adult.

The Cornwall operates adult only swim times. These times may vary at different times of year, please check the website or speak to the hotel for times during your stay. Children under the age of sixteen are not permitted to use the pool during these hours.

All motorised vehicles and road users must comply with the road signs and road markings on the Estate roads and will comply with the Estate maximum speed limit of 15 miles per hour.

Guests will not keep or permit to be kept any bird or animal on or in a Woodland Lodge or elsewhere on the Estate (other than domestic pets which shall always be under control or with the prior written consent of the Management Company from time to time).

Guests will not obstruct or permit to be obstructed any common areas or roads or accessways or footpaths on the Estate or create any nuisance.

Guests will not park or permit to be parked on the Estate or any car parking space on the Estate any vehicle other than a taxed private motor car or motor cycle and will not carry out any works of repair to such vehicle and will not cause or allow any trailer, caravan or motor-home or other similar vehicle to be brought onto the Estate or to be parked in any car parking space.

Guests will not erect or permit to be erected any television wireless or other aerials or satellite dish on the exterior of the Woodland Lodges or elsewhere on the Estate.

Guests will not use or permit any car parking space designated as a visitors' car parking space to be used otherwise than for occasional visitors' parking. Guests will not light fires or barbecues or cause or allow anyone else to do so anywhere on the Estate otherwise than in such communal barbecue areas as the Management Company shall designate from time to time.

Guests will not erect a tent or any other temporary or permanent structure on the Estate or cause or allow anyone else to do so.

Guests will not play music, whether live or recorded, so as to be audible outside the Woodland Lodges or cause or allow anyone else to do so and will not play music, whether live or recorded elsewhere on the Estate or allow anyone else to do so.

Guests will not hang washing outside the Woodland Homes or on any balcony so as to be visible from outside of the Woodland Lodges or cause or allow anyone else to do so.

Guests will not harm, damage or otherwise interfere with any bats, badgers or other protected species on the Estate or cause or allow anyone else to do so.

Guests will not cut, lop, damage or remove any trees and/or shrubs which may be planted on the Estate.

Guests will not keep or leave any rubbish or refuse outside of the Woodland Lodges or elsewhere on the Estate other than in a proper receptacle in the external enclosed bin areas attached to the Woodland Lodges and may only place the rubbish receptacles in other



designated places on the day stipulated for the collection of the same by the local authority or by the Management Company.

Guests will observe all conditions contained in any Planning Permission and those that may be required by other statutory authorities or otherwise by law which affect a Woodland Lodges or the Estate. Guests will observe and respect all Estate signage and Estate Management instructions.

