

WESTWARD LIVING

SELF CATERING HOLIDAY COTTAGES

Terms and Conditions 2021/2022

1. All bookings are only accepted from persons 21 years of age and over. Please note that the person who signs the check-in form must be a member of the party staying on site and will be considered the party representative and responsible for whole parties' actions.

2. Weekly bookings are from Friday to Friday or Monday to Monday as stated on the website. Out of season we will be happy to arrange short breaks on flexible arrival dates where possible.

3. A non-refundable deposit of 20% of the total amount to pay is payable on booking, with the remainder to be paid 6 weeks before your holiday commences (42 days). Bookings made less than 6 weeks before the beginning of your holiday must be paid for in full at point of booking. In the event that a balance payment has not been settled, your holiday will be cancelled, and we reserve the right to re-let the accommodation and retain the deposit.

Provisional bookings made will be held for 4 working days after the reservation has been made (excluding any bookings made 6 weeks prior to arrival which must be paid at point of booking).

4. Cancellation of booking, in the event of your wishing to cancel your booking your deposit will be forfeited. We strongly recommend that you take out travel insurance prior to confirming your booking.

If you have paid the full amount, we will endeavour to rebook and refund your payment minus the deposit and any additional administration fees or price differences we have incurred to relet the date. Please be aware this can mean that we have to try to sell the date at a lesser value due to late availability and this will be reflected in any refunds.

Cancellations should be made by phone 01237 238967 or email admin@westwardliving.co.uk

5. Any complaint must be notified immediately to give us the opportunity to rectify the situation. We will not be held responsible for any complaint not notified during the period of your holiday.

6. Any damage or breakage must be notified and paid for immediately. We will not normally charge for accidental damage of a minor nature, but it should still be notified to us in order that we can repair or replace the damaged objects. We advise guests to check their cottage itinerary on arrival to avoid any unnecessary charges, similarly if you are staying as part of a group, you will need to ensure that you do not move furniture, crockery, BBQ's linen or utensils to other cottages.

7. All guests are required to familiarise themselves with the emergency assemble points and fire safety procedures upon arrival. In cottages where hot tubs are provided, you are also required to familiarise yourself and your guests with the guidance for safe usage which is found in the cottage. We accept no liability for any loss or damage experienced by any guest or visitor, to any vehicle or their belongings, however caused. It should be noted that leisure

facilities are unsupervised, and it is a parent's responsibility to ensure that children are adequately supervised and to ensure that safety regulations are complied with.

8. In order to safeguard the comfort and security of our guests staying at Westward Living, please do not exceed the maximum number of guests or vehicles stated per cottage at any one time. We retain the right to ask any unauthorised person or vehicle to leave immediately. This includes group gatherings in any of our properties. As Westward Living has an exclusive wedding venue on site (Ocean Kave), no other bridal parties or bridal entourages including, but not limited to photographers, hairdressers, florists and wedding parties are permitted within the grounds at any time. Our cottages and facilities are for the use of guests staying on site only, over occupancy and visitors are not permitted within the grounds.

9. Cottages that have been hired in conjunction with a wedding at Ocean Kave must adhere to the terms and conditions of Westward Living, no wedding after parties are permitted in any of the properties and guests are minded to respect the privacy and tranquillity of neighbours and other guests staying on site. NB only wedding photos of guests getting married at Ocean Kave can be taken on site, i.e. no wedding entourage photos within the premises other than couples getting married at Ocean Kave.

10. Please leave the cottage clean and tidy on departure.

11. Please be mindful of other guests staying on site at all times and respect their peace and tranquillity. Westward Living has a zero tolerance of anti-social behaviour and any illegal substances. No use of hot tubs or amplified music or loud noises from the cottages are permitted after 10pm.

12. In the interest of security, only guests staying in the cottages whose names have been provided at point of booking are permitted on the grounds at Westward Living. This applies to any wedding guests, suppliers or friends/family, in order to protect the security of guest staying on site, our team will regularly make contact with guests they meet on site and check which cottage they are staying in - please do not take offence as this is for your safety.

13. We regret that there is no facility for visitors to receive incoming telephone calls except in an emergency when we will be pleased to pass on a message.

14. Please refer to your check in times as detailed in your booking summary. Please let us know if you cannot arrive before 5.30pm (main season). If it is not possible to arrive on your changeover day, we will need to be notified of the date and time of your arrival in advance. Out of season please ring to arrange arrival details.

15. With the exception of Kala's Cottage, Surcoat, Dream, Smiley, Furlong & Sadler's cottages, our properties do not accept dogs. We do not promote ourselves as a dog friendly establishment, guests who are bringing dogs must comply with our dog policy and will be charged for damages. If you have not advised us that your dog will be travelling with you, we reserve the right to append your booking if possible (with relevant surcharges) or deny access to your dog. None of our cottages allow smoking. Please ensure that you are aware of the conditions before booking.

16. Complimentary Wi-Fi is available in all of our cottages and apartments. Because the network is shared by many, we need everyone to use it in an appropriate way to ensure a quickly of service for all. By connecting to the wireless network, you are agreeing to abide by our fair usage policy. Examples of prohibited use are as follows; illegal / criminal activity, security violations, threats, offensive material or spam. We also ask that users do

not undertake large amounts of streaming or downloading (over 1GB per day). If you break the terms of this policy, we will disconnect you from the network with no warning. If you have any questions, please ask guest services. If the Wi-Fi is unavailable for any period during your stay, we will do all that we can to re-establish it within a reasonable time, but this will not give rise to any refund or compensation for loss of this amenity.

17. All guests staying in a cottage with hot tub facilities must read and sign the Hot Tub Disclaimer. Please contact us if you require a copy. Failure to do so, prior to arrival, will result in the hot tub not being available during your stay. Misuse of the hot tubs will result in the hot tubs being drained and closed off; £100 fine may be applied. Management reserve the right to gain access to the hot tub for health and safety maintenance procedures. If the Hot Tub is unavailable for any period during your stay as a result of mis use by you, we will do all that we can to fix it within a reasonable time, but this will not give rise to any refund or compensation for loss of this amenity.

18. Parking permits must be clearly displayed in your vehicle at all times, please ensure you do not exceed the stated number of vehicles per cottage.

19. Outside caterers are not permitted at Westward Living.

20. Westward Living holds appropriate insurance cover for the property and its use as holiday accommodation. Westward Living will use reasonable care and skill in delivering the services. Where any valid claim in respect of the good or services provided by Westward Living the Client may be entitled to a refund of the price paid or a portion of the price paid. Westward Living's liability in respect of any loss of good will, loss of business, loss of profits, loss of anticipated savings, loss of use or for any other consequential, special or indirect loss or damage will be NIL. Nothing in these Terms will exclude or limit liability for death or serious injury caused by Westward Living's negligence.

21. If Westward Living are limited or hindered from providing any facility due to circumstances beyond its control e.g. Government intervention, Acts of God, civil disturbance, war, national or local disaster, strikes, labour disputes, then the liability of Westward Living to the Client shall not exceed the amount paid to Westward Living in respect of the booking. The deposit payment shall be non-refundable, and Westward Living shall be entitled to be paid for all goods and services delivered up to that point. Westward Living shall not be liable for any additional losses incurred by you in such circumstances.

22. The booking may be terminated if payment of the payments are not made in accordance with these terms; or if you commit a material breach of any of these terms and fails to remedy the breach within 14 days of being notified in writing; or you make any statements or behaves in any way or request Westward Living to undertake any actions that are discriminatory, illegal or immoral; or if you enter into any form of insolvency arrangement, or suspends its business. Upon termination you shall immediately pay and outstanding Payments, for work done to that point, to Westward Living.

23. Westward Living will keep any confidential information or personal data supplied confidential and secret, and only use it for the purposes of supplying the goods and services or otherwise making proper use of the accommodation. It will share personal data only with its suppliers where it is necessary, and to deliver the goods and services contracted to be provided. Each party recognises and accepts its obligations with regard to the control and the processing of personal data under the current data protection legislation and regulations. For more information on this, please see our Privacy Notice on our website. Following your stay, Westward Living may wish to contact you to request testimonials, recommendations or

feedback on the services. By agreeing these terms, you are consenting to that contact by Westward Living.

24. These terms and any dispute arising from them shall be governed by the laws of England and Wales.

Kathy Murdoch trading as Westward Living



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