

# Pendunes – 10 Sea View Terrace, St. Ives, Cornwall

## Booking Terms and Conditions

### 1. Interpretation

1.1 In these Booking Terms and Conditions, the following words have the following meanings:

“**Contract**” means the contract formed between the **Owner** and the **Principal Guest**;

“**Final Payment Date**” means the date which falls forty-two (42) days prior to the first day of the **Holiday Period**;

“**Good Housekeeping Security**” means two hundred and fifty pounds (£250.00);

“**Guests**” means all those persons (including the **Principal Guest**) who stay at the **Property** during the **Holiday Period**;

“**Holiday Let**” means the letting of the **Property** for the **Holiday Period**;

“**Holiday Period**” means the period from check-in to check-out during which the **Property** is let to the **Principal Guest**;

“**House Rules**” means the rules set out in the appendix to these Booking Terms and Conditions;

“**Owner**” means the owners of the **Property** with whom the booking has been made, being the persons to whom the **Part Payment** is paid;

“**Part Payment**” means thirty per cent (30%) of the **Price**;

“**Price**” means the amount payable for the **Holiday Let** (including any additional charges for dogs but excluding the **Good Housekeeping Security**) as advertised on the **Owner’s** website ([www.holiday-stives.co.uk](http://www.holiday-stives.co.uk));

“**Privacy Policy**” means the policy regarding the use, retention, sharing and processing of personal data and information as set out in **Owner’s** website ([www.holiday-stives.co.uk](http://www.holiday-stives.co.uk));

“**Principal Guest**” means the person or persons who books the **Property** for the **Holiday Period** and from whom payment is made to the **Owner**; and

“**Property**” means Pendunes, 10 Sea View Terrace, St. Ives, Cornwall TR26 2DH and includes its fixtures, fittings, decoration, equipment and all outside space thereof.

1.2 In the event that the **Principal Guest** comprises more than one person, then all agreements, obligations and warranties made, given or entered into under the **Contract** by the **Principal Guest** are made, given or entered into jointly and severally by each of the persons comprising the **Principal Guest**.

1.3 The **Contract** is solely based on these Booking Terms and Conditions and expressly excludes any other terms proposed by or on behalf of the **Principal Guest** except any such terms which are expressly agreed by the **Owner**, with such agreement including an express reference to varying these Booking Terms and Conditions. Upon payment of an amount to the **Owners** by

the **Principal Guest**, the **Principal Guest** shall be deemed to have agreed to and accepted these Booking Terms and Conditions (save as varied pursuant to this clause 1.3 of these Booking Terms and Conditions).

- 1.4 In these Booking Terms and Conditions, the use of the word: “including” shall be interpreted as “including but without limitation” and the use of the word “includes” shall be interpreted as “includes but without limitation”

## **2. Booking, Availability and the Holiday Period**

- 2.1 Upon payment to the **Owners** by the **Principal Guest** of the **Part Payment** or (as the case may be) the amount referred to in clause 3.3 of these Booking Terms and Conditions, the **Property** will be booked for the **Holiday Period** and the **Owner** shall block out the **Holiday Period** and unless the **Holiday Let** is cancelled under clause 4.1 or is treated as cancelled under clause 4.3 of these Booking Terms and Conditions, the **Owner** will not market the **Property** for the **Holiday Period** to any third party.

- 2.2 Subject to these Booking Terms and Conditions, the **Owner** will make the **Property** available for use by the **Guests** during the **Holiday Period**.

## **3. Charges and Payment**

- 3.1 To book the **Property** more than forty-two days prior to the first day of the **Holiday Period**, the **Principal Guest** must pay to the **Owner** the **Part Payment**. The **Part Payment** is only refundable in the event that the **Owner** cancels the **Holiday Let**.

- 3.2 Upon payment of the **Part Payment** under clause 3.1 of these Booking Terms and Conditions, the **Principal Guest** becomes liable to pay the balance of the **Price** and the **Good Housekeeping Security**. Such payment shall be made on or before the date which falls forty-two days prior to the first day of the **Holiday Period**.

- 3.3 To book the **Property** forty-two days prior to the first day of the **Holiday Period** or at any time thereafter, the **Principal Guest** must, upon booking, pay to the **Owner** the total of:

- (a) the **Price**; and
- (b) the **Good Housekeeping Security**.

- 3.4 The **Good Housekeeping Security** shall be held as security against any breach of the terms of the **Contract** and the **Owner** shall refund the **Good Housekeeping Security** to the **Principal Guest** (less any proper deductions for any cost loss expense or liability incurred as a consequence of any such breach) within fourteen (14) days of the last day of the **Holiday Period**.

- 3.5 Each payment made by the **Principal Guest** to the **Owner** shall be by way of an online bank transfer or such other payment method permitted via the **Owner's** website ([www.holidaystives.co.uk](http://www.holidaystives.co.uk)) at the time such payment is made.

## **4. Cancellations, Holiday Insurance and Refunds**

- 4.1 The **Principal Guest** may cancel the **Holiday Let** at any time by notifying the **Owner** in writing.

- 4.2 In the event of cancellation of the **Holiday Let** by the **Principal Guest** at any time, the **Owner** is entitled to retain all amounts paid to the **Owner** at the date of such cancellation **PROVIDED**

**THAT** the **Owner** will refund to the **Principal Guest** any **Good Housekeeping Security** previously paid to the **Owner** within fourteen (14) days of the date of such cancellation.

4.3 In the event that (following payment of the **Part Payment**), by the **Final Payment Date**, the **Principal Guest** has:

- (a) not given written notice to the **Owner** cancelling the **Holiday Let**; and
- (b) failed to make payment in full of the amount then due;

the **Owner** is entitled at any time thereafter and without notice, to treat such failure as a cancellation of the **Holiday Let** by the **Principal Guest**. In this circumstance, the provisions of clause 4.2 of these Booking Terms and Conditions shall apply.

4.4 The **Owner** may cancel the **Holiday Let** due to circumstances beyond the **Owner's** reasonable control. Within fourteen (14) days of the date of any such cancellation, the **Owner** shall refund to the **Principal Guest**, in full, all amounts paid to the **Owner** by the **Principal Guest**. The **Owner** shall have no further or other liability to the **Principal Guest** for or as a consequence of such cancellation.

4.5 The **Principal Guest** warrants that the cancellation terms set out in clauses 4.2 and 4.3 of these Booking Terms and Conditions are fully understood and acknowledges that it is the responsibility of the **Principal Guest** and each of the other relevant **Guests** to take out and maintain appropriate holiday insurance to cater for the risk of such cancellation.

## **5. The Owner's Responsibilities**

5.1 The **Property** shall be available from the check-in time applicable at the time of the commencement of the **Holiday Period** and until the check-out time applicable at the time of the end of the **Holiday Period**. The check-in and check-out times are normally 16:00 and 10:00 respectively but these times can change without prior notice due to exceptional circumstances. Upon booking, the **Owner** will notify the **Principal Guest** of the then applicable check-in and check-out times and will notify the **Principal Guest** of any changes to such times.

5.2 The **Property** shall be cleaned prior to the commencement of the **Holiday Period** and supplied with linen in all of the bedrooms of the **Property** and towels for the **Guests**.

5.3 In the event of any appliances in the **Property** breaking down, the **Owner** will use reasonable endeavours to rectify the fault during the **Holiday Period**.

5.4 For the avoidance of doubt, the **Owner** will not be responsible for providing any services or any food or cleaning products other than as provided in a 'starter pack'.

5.5 The **Owner** will provide advance warning of nearby building work to the extent that the **Owner** is aware of the same. However, the **Owner** accepts no responsibility or liability for the consequences of any such building work, whether or not so notified.

5.6 The **Owner** shall take reasonable measures to ensure that the **Property** is clean and habitable at the commencement of the **Holiday Period**. However, the **Principal Guest** acknowledges that a previous occupant may have brought a dog onto the **Property** and that accordingly, the **Owner** assumes no responsibility or liability in the event that the **Property** is not suitable for any **Guest** who may suffer from a pet allergy.

## 6. The Principal Guest's Responsibilities

6.1 The **Principal Guest** warrants that he or she is over eighteen (18) years of age and will stay at the **Property** for the entire duration of the **Holiday Period**.

6.2 The **Principal Guest** warrants that they have carefully read the details of the **Property** which were made available to the **Principal Guest** at the time that a booking was made and having relayed that information to and made enquiries of all other **Guests**, the **Principal Guest** warrants that:

- (a) all relevant queries have been raised with the **Owner**; and
- (b) the **Property** is suitable for all **Guests** and that all **Guests** are all satisfied that the **Property** meets their respective needs and requirements, including as to location, size, facilities and accessibility.

In particular, the **Principal Guest's** attention is drawn to clause 5.6 of these Booking Terms and Conditions.

6.3 The **Principal Guest** accepts full responsibility for its own acts and omissions and for all acts and omissions of each **Guest** during the **Holiday Period**.

6.4 In the event that work on the **Property** is necessary and unavoidable during the **Holiday Period**, the **Principal Guest** shall allow the **Owner**, its housekeepers and/or contractors access to the **Property** at all reasonable times and on reasonable notice (and in the case of emergency at all times with or without notice) to enable maintenance or repair work to be carried out.

6.5 The **Principal Guest** shall keep the **Property** in good condition and shall keep all furnishings, kitchen equipment, crockery and glasses in the **Property** clean and in good condition and shall keep all bedding and towels in the **Property** in good condition.

6.6 The **Principal Guest** shall ensure that the **Property** is vacated on or before the notified checkout time on the last day of the **Holiday Period**.

6.7 The **Principal Guest** shall pay to the **Owner** any costs, losses and expenses incurred by the **Owner** for or as a consequence of any replacement, repair or additional cleaning which arises due to any breach of clause 6.5 of these Booking Terms and Conditions.

6.8 The **Principal Guest** shall comply with the **House Rules**.

6.9 The **Principal Guest** shall indemnify and keep indemnified the **Owner** against any cost loss expense or liability suffered or incurred by the **Owner** due to or as a consequence of the **Principal Guest's** breach of the **Contract**.

## 7. Restrictions

7.1 The **Principal Guest** shall, as a condition of the **Contract**, during the **Holiday Period**:

- (a) ensure that no more than eight (8) persons (excluding infants) stay at the **Property** overnight;
- (b) not bring any pets onto the **Property** without the **Owner's** prior consent;
- (c) that at all times while the **Property** is occupied by any persons of under eighteen (18) years of age or by vulnerable adults, ensure that such persons are supervised by an appropriate person over eighteen (18) years of age;

- (d) not leave the **Property** unoccupied for more than twenty-four (24) hours;
- (e) at all times when the **Property** is left unoccupied, shut and lock all windows and external doors;
- (f) ensure that there is no smoking or vaping on any part of the **Property**;
- (g) not do anything that may reasonably be considered to cause a nuisance, disturbance or annoyance to the **Owner** or to any other occupier of premises which adjoin or neighbour the **Property**;
- (h) keep the **Property** in a tidy and reasonably clean condition and leave the **Property** in such condition at the end of the **Holiday Period**;
- (i) not damage the **Property**, its furnishings, kitchen equipment, crockery, glasses, bedding or towels; and
- (j) ensure that the **Property** (including the wi-fi) is not used for any commercial or immoral purpose.

7.2 The **Owner** reserves the right to forthwith and without prior notice or any refund, terminate the **Contract** and require all **Guests** to vacate the **Property** following a material breach of this condition.

## 8. **Wi-Fi**

8.1 The **Property** includes wi-fi. However, no warranty is given as to the speed of the wi-fi service nor its reliability. The **Principal Guest** acknowledges and agrees that:

- (a) the wi-fi service is provided with the expectation that speeds/data allowance may be limited;
- (b) wi-fi may not be available at all times and is provided for pleasure and not for business purposes; and
- (c) no compensation will be given by the **Owner** as a consequence of slow download or upload speeds or any inadequate data allowance.

## 9. **Out Of Hours Emergencies**

9.1 The **Owner** is willing to be contacted by the **Principal Guest** in order to provide assistance to the **Principal Guest** with regard to the **Property**. Except for emergencies, the **Owner** will endeavour to be available to provide assistance on any day of the week between 09:00 and 18:00. Outside of these hours the **Owner** may be contacted to deal with emergencies only, being:

- (a) the cessation of the water, power or heating supply to the **Property**;
- (b) a serious water leak; and
- (c) the **Principal Guest** being locked out of the **Property**.

For the avoidance of doubt, an inability to access wi-fi at the **Property** is deemed to not be an emergency.

9.2 The **Principal Guest** undertakes to read the welcome booklet kept at the **Property** as soon as possible in order to obtain the relevant contact numbers for the **Owner**, the **Owner's**

housekeeper and the **Owner's** 24/7 emergency call out service for emergency plumbing, heating and electrical problems and faults.

## 10. Liability and Compensation

- 10.1 The **Owner** shall not be liable to pay compensation for failure to perform any of its obligations if such failure results from events, circumstances or causes beyond its reasonable control or for the breakdown of domestic appliances, internet access, faulty plumbing or wiring, exceptional weather conditions, neighbouring building works, non-availability of public transport, destruction or interruption of utility services, an injury to or the illness of any previous guest staying at the **Property**, pandemic, infectious diseases, epidemic, temporary invasion by pests or loss or damage to the **Property** due to an insured peril.
- 10.2 The **Owner** shall have no liability for any death or personal injury unless this results from the negligence (as defined in s.1 Unfair Contract Terms Act 1977) of the **Owner**.
- 10.3 The **Owner** does not accept any liability for or in relation to any damage to, or loss of (including due to theft) any personal property or belongings except where the damage or loss is caused by the negligence of the **Owner**.
- 10.4 Except for death or personal injury, the **Owner's** total liability for any costs, expenses and losses arising in relation to a **Holiday Let** shall not exceed, in aggregate, the amount paid by the **Principal Guest** to the **Owner** for that **Holiday Let**.

## 11. Miscellaneous

- 11.1 Notwithstanding the references in these Booking Terms and Conditions to letting the **Property**, **Principal Guest** acknowledges and agrees that the occupation of the **Property** by the **Guests** will be by way of a licence only and neither the **Principal Guest** nor any other **Guest** shall assert that they have or shall at any time obtain any rights of a tenant or leaseholder and shall not assert any proprietary rights over or in connection with the **Property**.
- 11.2 The **Principal Guest** shall not part with possession of the **Property** or share it, except with the **Guests**.
- 11.3 The **Contract** is not intended to and does not confer any right on any person who is not a party to the **Contract** (including, for the avoidance of doubt, any **Guest** (other than the **Principal Guest**)) to enforce any of its terms.
- 11.4 Any obligation set out in the **Contract** for the **Principal Guest** to do something or to not do something is deemed to constitute an obligation for the **Principal Guest** to procure that that thing is done or (as the case may be) is not done.
- 11.5 These Booking Terms and Conditions and the **House Rules** constitute the entire agreement and understanding of the parties.
- 11.6 The **Principal Guest** does not rely on, and shall have no remedy in respect of, any statement representation warranty or understanding (whether negligently or innocently made) of any person. Nothing in this clause 11.6 shall, however, operate to limit or exclude any liability for fraud, including fraudulent misrepresentation.

- 11.7 These Booking Terms and Conditions and the **House Rules** are intended to be read and construed together but in the event of any conflict between these Booking Terms and Conditions and the **House Rules**, these Booking Terms and Conditions shall prevail.
- 11.8 If these Booking Terms and Conditions or the **House Rules** are translated into another language and any conflict or ambiguity between the English language version and the version in the other language exists, the English language version shall prevail.
- 11.9 These Booking Terms and Conditions replace and supersede all previous terms and conditions.

## 12. **Privacy Policy**

- 12.1 The **Owners** shall comply with the **Privacy Policy**.
- 12.2 By agreeing to and accepting these Booking Terms and Conditions, as may be varied pursuant to clause 1.3 of these Booking Terms and Conditions, the **Principal Guest** agrees to the use, retention, sharing and processing of the **Principal Guest's** personal data as set out in the **Privacy Policy**.

## 13. **Governing Law and Disputes**

- 13.1 The **Contract** and any dispute or claim arising out of or in connection with its subject matter shall be governed by and construed in accordance with the laws of England and Wales.
- 13.2 If any dispute or difference that may arise between the **Principal Guest** and the **Owner** under, arising out of or in connection with the **Contract** cannot be resolved by mutual agreement, it shall be referred to the English Courts which shall have exclusive jurisdiction except for the purposes of enforcement proceedings of any judgement or award of the English Courts in another jurisdiction.

**Updated: 27<sup>th</sup> April 2024**

### **Appendix (House Rules)**

1. The **Principal Guest** must ensure that:
- (a) no dog is left alone at the **Property** for any period of time;
  - (b) bedding/a crate is used for dogs while sleeping;
  - (c) dogs are kept under control;
  - (d) no dogs go on any furniture;
  - (e) while on the **Property**, dogs remain on the ground floor; and
  - (f) dog waste is not disposed of in the bins at the **Property**.

2. The **Principal Guest** must ensure that the matters referred to in the Arrival and Departure section of the welcome booklet, available to the **Principal Guest** at the time of booking, are complied with and that:
- (a) there is no smoking or vaping on any part of the **Property**;
  - (b) cars belonging to any **Guest** may only be parked in the designated area on the forecourt of the Property and in the road directly the **Property** (**Guests** must not cause any obstruction to neighbouring houses or cars);
  - (c) due to the fire risk, no candles are used at the **Property**;
  - (d) **Guests** do not cause a noise disturbance to neighbours, especially late at night; and
  - (e) all keys are returned to the key safe/the key hook in the kitchen when the **Property** is vacated.