

Booking Terms & Conditions – Please read sign & return By Return

1. General

1.1 Pebble House Partnership is incorporated in England and Wales, whose registered office is at Pebble House, Polkirt Hill, Mevagissey Cornwall PL26 6UX

1.2 Customers renting property through Pebble House are referred to as "the Guest".

1.3 The rental arrangements are made by Pebble House. The contractual relationship is directly between the Owners of the Pebble House and the Guest.

2. Duration and Times of Rental

2.1 Rentals are for a maximum of four weeks and commence at 4pm on the first day of the rental and end at 10.00am on the day of departure unless otherwise notified.

This period is hereafter referred to as "the Holiday".

2.2 The period booked will be stated on the confirmation sent by email to the Guest when they book (the "Booking Confirmation"). The period booked cannot be exceeded unless Pebble House gives written approval. The Guest will be liable for any cost, of whatever nature, incurred because of an unauthorised extension.

3. Deposit

3.1 If a booking is made 8 weeks or more before the Holiday is due to start, a deposit of one-third of the rent is payable.

3.2 If a booking is made less than 8 weeks before the Holiday is due to start, the full rent, plus any additional charges, must be paid at the time of booking.

3.3 Should Pebble House not accept or reject a booking request, all sums of money paid by the Guest in relation to the Holiday will be refunded immediately.

4. Final Payment

4.1 Unless otherwise agreed by Pebble House in writing (and subject to clause 7 below) the price for the Holiday shall be the rent for the property as set out on the Pebble House web site www.pebblehousecornwall.co.uk at the time of the booking.

4.2 Subject to the Cancellation Provision in clause 6 below, as soon as the booking is received and accepted by Pebble House and the Guests are in receipt of the Booking Confirmation, the Guest is liable for payment of the balance of the rent, along with any additional charges that may be due in relation to the Holiday.

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4.3 Payment of the rent and additional charges are payable to Pebble House 8 weeks before the start of the Holiday ("the Due Date") and non-payment by the Due Date may, at the sole discretion of Pebble House treat the non-payment as notice of cancellation.

4.4 If payment is not received by the Due Date and in accordance with clause 4.3 above, Pebble House have treated the non-payment as a cancellation of the Holiday, the Guest will lose their booking and the deposit shall be non-refundable.

4.5 Pebble House shall not be responsible for sending reminders of the Due Date. The Due Date will be clearly set out on the Booking Confirmation.

5. Changing a Booking

5.1 Once a booking has been accepted by Pebble House the booking can only be changed to another property by treating the original booking as a cancellation (see clause 6).

5.2 The dates of the Holiday may be changed providing the property is available for the new dates and the Owners accept the change. In this case, a £30 re-booking fee is payable to Pebble House.

6. Cancellation

6.1 Once a booking has been confirmed by Pebble House, the booking can only be changed or cancelled with the written agreement of Pebble House.

6.2 If you wish to cancel the booking the Guest must notify Boutique Retreats in writing (the "Cancellation Notice").

6.3 A booking can only be cancelled prior to the start of the letting.

6.4 In the event that a cancellation is made then a cancellation charge is payable depending on the number of days before the holiday start date that Pebble House have received the Cancellation Notice. The Cancellation Charge (as a percentage of the rental cost of the Holiday) is set out below:

0 to 13 days	100%
14 to 27 days	75%
28 to 55 days	60%
56 days or more	Deposit

7. Price Changes

Pebble House reserves the right to amend prices on the website due to errors or omissions but such changes shall be notified to the Guest as soon as possible and the Guest shall be able to cancel the booking if the amended price is significantly higher than the original price quoted.

8. Method of Payment

Payments may be made by credit card, debit card or electronic bank transfer. Any charges raised against Pebble House by their bank for handling dishonoured bank transfers or any other payments will be passed on to the Guest who is liable to reimburse.

9. Group Bookings

Pebble House have the right to refuse a booking from a group of 3 or more single people under the age of 25 or all male or all female parties of more than 4 people.

10. The Holiday

The Guest has the right to occupy the property for a holiday only (within the meaning of Schedule 1, Paragraph 9 of the Housing Act 1988). The letting does not confer a short hold tenancy or give rise to a relationship of Landlord and Tenant.

11. The Guest's Obligations

The Guest agrees:

1. to pay for any losses or damages to the property and contents caused by the Guest or a member of their party (reasonable wear and tear excluded), if it is proven that damage is directly attributable to the Guest then Pebble House has the right to reclaim any costs incurred up to the sum of £500 from the card the Guest used to pay for the Holiday. All damage should be reported immediately so issues can be put right before the arrival of the next guests.
2. to take good care of the property and leave it in a clean and tidy condition at the end of the Holiday. A cleaning service is not provided during the Holiday unless otherwise specified. Should we as Owners be dissatisfied with the condition of the property upon the Guest's departure, we may refuse to take a booking from that Guest again.
3. to permit the Owners reasonable access to the property;
4. not to part with possession of the property, or share it, except with members of the party shown on the Booking Schedule;
5. not to sell or transfer the booking to another party without Pebble House agreement;
6. not to exceed the total number of people stipulated in the property description - a cot may only be occupied by a child aged 24 months or less;
7. not to cause an annoyance or become a nuisance to occupants of adjoining premises;
8. not to smoke at the property.

12. Non-availability of Property

If for any reason beyond the Owners' of Pebble House control, the property is not available on the date booked (owing, for example, to fire damage) or the property

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becomes unsuitable for holiday letting, all rent and charges paid in advance by the Guest will be refunded.

13. Liability

13.1 Pebble House will not be liable for any act, neglect or default or any other person not within their employ or otherwise under their control, nor for any accident, damage, loss, injury, expense or inconvenience, whether to person or property, which the Guest or any other person may suffer or incur arising out of, or in any way connected with, the rental unless Pebble House is responsible. In addition, Pebble House accepts no liability for loss of or damage to the Guest's possessions whilst on the property or land.

13.2 Nothing in these clauses excludes or limits the liability of Pebble House:

1. for death or personal injury caused by Pebble House negligence;
2. for any matter which it would be illegal for Pebble House to exclude or attempt to exclude their liability.

14. Complaints

14.1 All complaints must be notified to Pebble House as soon as reasonably practicable, as Pebble House Owners may be required to carry out an on-the-spot investigation and if necessary, for Pebble House Owners to take remedial action. Guests have a legal obligation to mitigate their loss.

14.2 If Pebble House Owners are denied the opportunity of investigating the complaint within a reasonable time or denied the opportunity to put matters right during the Holiday, then the Guest will waive all rights.

15. Pets

15.1 Pebble House states that "Sorry No Pets are allowed". Pebble House Owners cannot guarantee that there have been no pets previously kept at the property.

16. Breach of Contract

16.1 If there is a breach of any of these clauses by the Guest or any of their party, the Owners of Pebble House reserve the right to re-enter the property and end the Holiday and ask the Guest and their party to leave.

16.2 If there is a breach of any of these conditions by Pebble House, then the Guests have the right to end the Holiday and leave.

16.3 Ending the Holiday by, the Owners of Pebble House or the Guest does not affect that party's other rights and remedies.

17. Data and Privacy

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17.1 In making a booking we will ask for personal information such as your name, postal address, email address, telephone number and payment details. We may use the data to inform you about news and information we think may be of interest to you. We will not pass your information onto any third parties for the purposes of administration. Contractors will not be allowed to use your personal information for any other purpose that that which Pebble House may have instructed. By booking with us you are deemed to have consented to the use of personal information for these purposes. If you decide that you would prefer that your information is not used in this way or that you do not wish to receive such information, please contact us in writing or by email to hello@pebblehousecornwall.co.uk.

17.2 Pebble House is committed to protecting your privacy. We will only use the information that we collect about you lawfully, in accordance with the Data Protections Act 1998.

18. Validity Clause

If any term or provision in these booking terms and conditions is found by any court, tribunal or administrative body or competent jurisdiction to be wholly or partly illegal, invalid, void, voidable, unenforceable or unreasonable it shall to the extent of such illegality, invalidity, voidness or unreasonableness be deemed to be severable and the remaining provisions of the booking conditions and the remainder of such provision shall continue in full force and effect.

19. Governing Law and Jurisdiction

The contract embodied in the booking is governed by English law and subject to the exclusive jurisdiction of the English courts.

Please read, sign and return these Terms & Conditions, By Return

Declaration:- I am over the age of 18 and I have read and accepted these Booking Terms & Conditions of Pebble House

I am authorised to sign on behalf of all person named in the Rental Party

Name (Caps) **Signed**
..... **Date**

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