

Pebbledrift Cottage – Charlestown, St Austell

Holiday Let - Terms and Conditions

Booking

All offers and bookings are subject to availability, the party leader must be at least 21 years of age at the time of booking. Large non family groups and hen or stag parties will not be permitted. The Pebbledrift Cottage Booking form must be completed before the booking is accepted.

The Owner reserves the right to terminate the letting contract. Your booking is made as a consumer and you agree that no liability can be accepted by the Owner for any expenses, costs, losses, claims or other sums of any description which relate to any business, howsoever suffered or incurred by you. When the Owner issues a written confirmation to you, this signifies that the Owner has entered into a contract with you, which is subject to these Conditions.

The Owner has the right to refuse any booking prior to the issue of your written confirmation, and should this occur, will tell you in writing and promptly refund any money you have paid us. When you receive your confirmation, the details must be checked carefully. If anything is not correct, you should tell the Owner within seven days.

We require a deposit of £100.00 on making a booking and full payment of the outstanding balance no later than 8 weeks prior to the booked dates.

Payment

When you book the Property we require a deposit of £100.00 on making the booking and full payment of the outstanding balance no later than 6 weeks prior to the booked arrival date. Payment of deposits and final amounts are possible using our secure PayPal payment facility or by electronic transfer.

Providing the booking can be confirmed, the Owner will then send a written confirmation to you as soon as reasonably possible showing your booking details and the balance of your total holiday cost which must be received by the Owner no later than 8 weeks before your arrival date at the Property.

If you book less than 8 weeks before your arrival date, payment of your full holiday cost is due straight away.

Entry/Access details for Pebbledrift Cottage will not be provided until any payments have cleared.

Cancellation or Changes by the Owner

The Owner does not expect to have to make any changes to your booking, but occasionally problems occur and bookings have to be changed or cancelled. If this does happen, the Representative will contact the party leader as soon as is reasonably practicable, explain what has happened and inform you of the cancellation or change.

If a significant change has to be made (and the change is not acceptable to you) or your booking has to be cancelled, you will receive a full refund of all monies paid to the Owner. So as to expedite the matter, the Representative will, whenever reasonably possible, communicate with you by telephone or e-mail in the case of a significant change or cancellation and you are required to do the same. The party leader should tell the Representative as soon as reasonably possible whether you wish to accept any change offered, or alternatively whether you want a refund. In the unlikely event that the party leader fails to tell the Representative that you wish to accept any change the Owner is entitled to assume you wish to cancel your booking and receive a full refund.

Please note, no refunds are payable for minor changes. Such minor changes do not entitle you to cancel without paying the normal charges as set out in these Conditions. A minor change is a change which, taking into account the information you gave at the time of booking or which the Representative or the Owner can reasonably be expected to know, the Representative or the Owner could not reasonably expect to have a significant effect on your confirmed booking.

Changes or cancellation by the guest

(i) If you wish to change your booking, it is important to realise that a change of dates may have to be treated as the cancellation of one booking and the making of another. In such cases cancellation charges may be incurred which may be as much as the total cost of your holiday booking. The Representative will advise the party leader if this is the case when the change is requested. The party leader must then inform the Representative as soon as is reasonably practicable as to whether you still wish to change your booking and this information must be received by the representative in writing. So as to expedite matters the Representative will communicate with you by telephone or email and you are required to do the same.

(ii) Cancellations. If you have to, or wish to, cancel your booking, the party leader must inform the Representative as soon as possible. The party leader must also immediately confirm your cancellation in writing. The day the

Representative receives your written notification of cancellation is the date on which your booking is cancelled. The balance of the holiday will still be payable on all cancellations. The Representative will endeavour to resell your booking at the full or reduced price. Any discount or refund will be at the sole discretion of the Representative. We strongly recommend you take out cancellation insurance. N.B. The deposit paid at time of booking is NON REFUNDABLE.

Circumstances beyond the control of the owner/representative

Except where otherwise stated in these Conditions, the Owner shall not be liable jointly or individually for any change or cancellation which is a result of unusual and unforeseeable circumstances beyond our control, the consequences of which could not have been avoided even if due care had been exercised. For example, beyond our control includes fire, flood, exceptional weather conditions, epidemics, destruction or damage of the property by any cause (other than negligence of the Owner) and all similar situations. No compensation, expenses, costs or other sums of any description (including without limitation the cost of securing an alternative property/accommodation) will be payable in such circumstances by either the Owner.

Marketing Materials

(i) The Owner aims to ensure that the information provided is accurately conveyed in the website and other promotional literature or material produced and circulated by the Owner. However, the information and prices in the website/other material may have changed by the time you come to book. Whilst every effort is made to ensure the accuracy of the website/other material and prices at the time of printing, changes and errors occasionally occur. You must therefore ensure you check all details of the Property and arrangements (including the price) with the Owner at the time of booking.

(ii) There may be small differences between the actual property and its description, as the Owners are always seeking to improve services and facilities. Occasionally, problems mean that some facilities or services become unavailable or subject to restriction. If this happens, the Owner/Representative will tell the party leader as soon as reasonably practicable after the Owner/Representative becomes aware of the situation. The Owner/Representative makes reasonable efforts to ensure that information supplied to you in relation to the Property or its facilities and/or services is accurate and complete as at the date given. The Owner/Representative will, however, use its best endeavours to notify you of any changes to or inaccuracies in any information contained in the website/other material or otherwise provided to you as soon as is reasonably practicable.

Liability

The Owner and Representative shall have no liability for any death or personal injury unless this results from the negligence of the Owner or Representative or their employees (providing they were at the time acting in the course of their employment). You must take all necessary steps to safeguard your personal property. No liability is accepted by the Owner or representative in respect of damage to, or loss of, such personal property except where the damage or loss is caused by the negligence of the Owner or Representative or that of any employee of the Owner or Representative (providing they were at the time acting in the course of their employment). As the Representative acts only as agent for the Owner, the Representative cannot accept any liability for any acts or omissions of the Owner or anyone representing, or employed by, the Owner. Further, the Representative cannot accept any liability for any shortcomings or defects with the Property as the property is within the sole control of the Owner. Please also refer to Section above.

Arrival and departure

You can arrive at the Property after 3:00pm on the first day and you must leave by 10.00am on the last day unless otherwise arranged. If you fail to arrive by 12.00 noon on the day after the start date of your holiday rental and you do not advise the person whose details are given on your final confirmation, your booking may be treated as having been cancelled by you. No refund of any monies paid by you will be made in this situation.

Care of the Property

You and all members of your holiday rental party agree both to keep the Property clean and tidy and to leave the Property in a similar condition as you found it upon your arrival. You and all members of your holiday rental party further agree not to use the Property for any commercial purpose, including subletting the Property. You are responsible to the Owner for the actual costs of any breakage or damage in or to the Property - along with any additional costs that may result - which are caused by you and/or any members of your holiday rental party, and the Owner can invoice you to cover any such costs.

Possession of the Property

The Owner is entitled at his/her sole and absolute discretion to refuse to hand over to you, or to repossess, the Property (which includes the fixtures, fittings, furnishings and decorations) if the Owner reasonably believes that any damage is likely to be caused, has been caused or is being caused by you or any members of your holiday rental party. These circumstances will be treated as a cancellation by you. No refund of any monies you have paid in respect of your

booking will be made and neither the Owner nor the Representative will have any liability to you as a result of this situation arising (including for example any costs or expenses you incur due to not being able to occupy the Property, such as your incurring the cost of securing an alternative property/accommodation). In this situation, the Owner is not under any obligation to find any alternative accommodation for you. You must not allow more people than the website/booking confirmation states (Four persons maximum) to occupy the Property, neither can you significantly change the composition of the holiday rental party during your occupation of the Property, nor can you take your pet into the Property.

Property Conditions

Any individual Property conditions will be shown on your booking confirmation and if unacceptable you must contact the Owner immediately.

Pets

Pets are not allowed.

Access to the property

You must allow the Owner and any representative of the Owner (including workmen) access to the Property at any reasonable time during your occupation of the Property (except in cases of emergency or where a problem needs prompt action - in these situations the Owner is entitled to enter the property at any time without giving you prior notice). The Owners cannot be responsible for or accept liability for the area surrounding the accommodation.

Complaints

Every effort has been made to ensure that you have an enjoyable and memorable holiday. If, however, you have any cause for complaint the Owner and Representative are anxious that remedial action is taken as soon as possible. It is essential that you contact the Owner or his/her representative whose details appear on your final confirmation, immediately if any problem arises so that it can be speedily resolved. Discussion of any criticisms with the Owner or his/her representative whilst you are in residence will usually enable shortcomings to be rectified straightaway.

If the customer vacates the property prematurely as a result of alleged dissatisfaction or makes a claim on return from the holiday, and has not followed the procedure above, then no liability for any subsequent claim will be accepted or correspondence entered into.

Communicating with you

In order to process your booking the Owner needs to collect certain personal details from you, for example names and addresses of party members. If the Owner needs any other personal details, he/she will tell you before obtaining them from you. The Owner may have to pass on some personal details e.g. name and address to others who need to know them so that your holiday rental services can be provided (for example the key holder). For the purposes of the Data Protection Act 1998 your details will not be passed on to any other third party.

The law

Any disputes between you and the Owner will be governed by the exclusive law and jurisdiction of the English and Scottish Courts.

Your rights

Your statutory rights are not affected by anything contained within these Conditions.

PEBBLEDRIFT COTTAGE INTERNET ACCESS ACCEPTABLE USE POLICY

The owners of Pebbledrift Cottage are pleased to offer their customers wireless broadband internet access. Access is via customers' own computers. Use of this service is conditional on the acceptance of these terms and conditions.

Our Service

1. This service is available for visitors to Pebbledrift Cottage only. Use of this service by other persons is not permitted.
2. The offer of this service does not guarantee internet access or constitute a binding agreement for the provision of internet access. We will use our reasonable endeavours to make the service available 24 hours a day, however, we will not be liable if for any reason the service is not available at any time or for any period. Access to the service may be suspended at any time. Visitors are responsible for ensuring their' computers are set up to connect to the network.
3. Connection speeds may vary depending on factors out of our control.
4. Whilst the owners of Pebbledrift Cottage take reasonable steps to ensure the condition and safety of the equipment and service provided, use of this equipment and service is entirely at the risk of the user.
5. The owners of Pebbledrift Cottage accept no responsibility for the content of any site to which a hypertext link exists.
6. The owners of Pebbledrift Cottage accept no liability whatsoever for any effects, including physical damage, data loss or corruption, caused by connection of its equipment and internet service to any computer or network..
7. The owners of Pebbledrift Cottage reserve the right to terminate this service at any time, without notice, if they consider that its use is improper or excessive.
8. The owners of Pebbledrift Cottage will not disclose your contact information to any third party without your consent, except for the following. We may cooperate with legal authorities and/or third parties in the investigation of any suspected or alleged crime or civil wrong, including disclosure of your contact information, but only if we are required to do so by law.
9. Any security that you have in your dealings on the Internet or your corporate intranet is maintained by you when you use our Service. The owners of Pebbledrift Cottage provide no more or less security than you already have, because we provide access and do not interfere with content. For that reason, we cannot be, and are not responsible for the security of the information you transmit on the Service. Nor may the owners of Pebbledrift Cottage be responsible for the accuracy, completeness or timeliness of any information obtained through the Service from the Internet.
10. For the reasons listed in the paragraph above, the owners of Pebbledrift Cottage shall not be liable to you in any circumstances for any indirect, special or consequential losses, lost profits, business interruption, information or loss of data, security breach, loss of goodwill or other pecuniary loss, including loss or damage suffered as a result of any virus, denial of service, spamming or hacking.

We strongly recommend that your computer has a firewall enabled to protect your network connection, has all recommended security patches applied for the operating system and installed software, and is running updated anti virus software.

Your Obligations

1. You are responsible for (a) maintaining the confidentiality of the password and (b) all activities that occur under your username and password. You will be liable for all losses, damage, costs and expenses, direct or indirect, however incurred, suffered by the owners of Pebbledrift Cottage due to the loss, misuse and/or disclosure of your username and password.
2. The owners of Pebbledrift Cottage offer the service for activities such as the active use of e-mail, instant messaging, browsing the World Wide Web and accessing corporate intranets. **High volume data transfers, especially sustained high volume data transfers, are not permitted.** Hosting a web server or any other server by use of our Service is prohibited. Trying to access someone else's account, sending unsolicited bulk e-mail, collection of other people's personal data without their knowledge and interference with other network users are all prohibited.
3. Visitors must ensure that they:
 - comply with current legislation;
 - use the internet in an acceptable way;
 - do not create unnecessary business risk to the owners of Pebbledrift Cottage by their misuse of the internet
4. **Unacceptable behaviour:** In particular the following is deemed unacceptable use or behaviour by visitors:

- visiting internet sites that contain obscene, hateful, pornographic or other wise illegal material
- using the computer to perpetrate any form of fraud, or software, film or music piracy
- using the internet to send offensive or harassing material to other users
- downloading commercial software or any copyrighted materials belonging to third parties, unless this download is covered or permitted under a commercial agreement or other such licence
- hacking into unauthorised areas
- publishing defamatory and/or knowingly false material about Pebbledrift Holiday Cottage, your colleagues and/or our customers on social networking sites, 'blogs' (online journals), 'wikis' and **any** online publishing format
- introducing any form of malicious software into the Pebbledrift network