

Booking Terms & Conditions

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 an Online Travel Agent referred to as "OTA" OR Pebble House direct to stay at Little Pebble House are referred to as "the Guest".

1.3 The rental arrangements are made by the "OTA" "the Guest" Booked with and through. The contractual relationship is directly between the "OTA" and "the Guest"

1.4 "OTA's" are but not limited to:- TripAdvisor; HomeAway; Air BnB

1.5 When Booking Direct with Pebble House, the rental arrangements are made by Pebble House. The contractual relationship is then directly between the Owners of Little 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 the "OTA" "the Guest" Booked through and also by email from Pebble House 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.

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3. Booking Deposit Fee

3.1 If a booking is made 8 weeks or more before the Holiday is due to start, a non-refundable booking fee of one third of the rent is payable which constitutes the Administration costs

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.

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3.3 On return of the one-third booking administration fee and Booking Form constitutes an acceptance of the Terms & Conditions of Pebble House

3.4 Should Pebble House not accept or reject a booking request, all sums of money paid by the Guest in relation to the Holiday, please refer to the Terms & Conditions sent to “the Guest” with the “Booking Confirmation” when Booking Direct with Pebble House OR on the “OTA” website “the Guest” has booked through.

3.5 It is expected that Guests are fully aware of the risk of future COVID-19 spread and as such the risk the Guest is taking when making new reservations, particularly the non-refundable Booking and Administration Fee element. Therefore, all new reservations made from and after April 6th 2020, will be treated in line with the standard Booking & Cancellation Policies of Pebble House and associated Clauses in full, above of Clauses 3, 4, 5, 6 and therefore in accordance to Policies and procedures of Pebble House

3.6 Cautionary/ Damage Liability Deposit of £150 is payable a few days before the rental agreement start day collected from the Card given at time of payment which is refunded in full by Pebble House or the “OTA” which ever “the Guest” booked with up to 14 days after you and your party have checked out, providing there is no damage and or liabilities caused and created to Little Pebble House during you and your Parties stay. If paying via BACS, then the Cautionary/Damage Liability Deposit is liable for payment to Pebble House at the same time as the Booking Deposit Fee

4. Final Payment

4.1 The price for the Holiday shall be the rent for the property as set out on either Pebble House or the “OTA” web sites “the Guest” have Booked through 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.

4.3 Payment of the rent and additional charges are payable to Pebble House or the “OTA” “the Guest” Booked with in accordance with the timescales as set out on the T&C’s on Pebble House or the “OTA” website 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 the Final Balance 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 Booking Administration Fee 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 by Pebble House or the “OTA” “the Guest” made their Booking with

5. Changing a Booking

5.1 Once a Booking has been accepted by Pebble House the Booking can only be changed in accordance with the T&C’s as set out on Pebble House or the “OTA” website “the Guest” Booked

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with. The Booking can only be changed by treating the original booking as a cancellation (see clause 6)

5.2 The dates of the Holiday may be changed within the same year as the original Booking providing the property is available for the new dates and the Owners accept the change. In this case, a £150 re-booking fee is payable to Pebble House

6. Cancellation

6.1 Once a booking has been confirmed by Pebble House, “the Guest” must refer to the Cancellation Terms on the “OTA” website “the Guest” Booked with or, when booked Direct with 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 made via an OTA, after their cooling off period “the Guest” will be liable for the commissions and Traveller Booking Fees ") and will be liable to pay in accordance with the Cancellation Policy issued to “the Guest” by the “OTA” the Booking was made with

When “the Guest books Direct with Pebble House, the Guest must notify Pebble House in writing (the "Cancellation Notice") and will be liable to pay in accordance with the Cancellation Policy issued to “the Guest” by Pebble House or the “OTA” the Booking was made with

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 received the Cancellation Notice from Pebble House or the “OTA” “the Guest” Booked with. The Cancellation Charge (as a percentage of the rental cost of the Holiday) is set out on Pebble House or the “OTA” website the Booking was made with

0 to 29 days	100%
30 to 55 days	75%
56 days or more	Booking Deposit Fee

6.5 If the balance is not received by the date due on the booking confirmation, we reserve the right to make Pebble House available for re-booking. This does not release you from your obligation to pay the remaining balance. Without notification of cancellation being received in writing by Pebble House, the full amount will be charged

6.6 Were the UK Government, specifically English Government rules, to restrict movements, you will be asked to leave the accommodation immediately, there will be no direct contact with the Owners of Pebble House and no refunds will be issued

6.7 Were you and or any of your travelling party to arrive with symptoms of COVID-19 you will not be permitted to enter and stay and will have to return home immediately. Pebble House will not be liable for any refunds and none will be due to the Guest.

Were you, the Lead Guests and or your travelling companions to experience any COVID-19 related symptoms during your stay at Little Pebble House, you must immediately notify the Owners of Pebble House via phone and return home immediately arranging to take a test locally to your home

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using 119. Guests will not be allowed to self-isolate at Little Pebble House and were it deemed to be necessary then the Guests will be liable for all costs and fees of whatever nature associated and incurred because of an unauthorised extended stay. The Guest will also be liable for all costs and fees associated with any Guests booked stays following on. No refunds will be issued and or liable to the Guest from Pebble House. You will not be allowed to self-isolate at Little Pebble House in accordance with English Government Guidelines and our Insurances

6.8 We **strongly** urge you to have adequate Travel Insurance in place even when travelling within the UK

7. Price Changes

Pebble House reserves the right to amend prices on any website due to errors or omissions but, when the Guest books via an OTA 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. Prices are correct at time of publication but may change without notice with the exception of a Direct Booked confirmed booking which will not alter. Direct Booking rates are given when booking direct with Pebble House

8. Method of Payment

8.1 Payments are made directly to Pebble House OR to the “OTA” the Booking was made with by “the Guest”. Payments may be made by Credit card, Debit card when booking via an OTA, plus BACS when bookings are made direct with Pebble House. Any charges raised against Pebble House by their bank for handling dishonoured bank payments will be passed on to the Guest who is liable to reimburse

9. Group Bookings and Under Age Bookings

9.1 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 or hen or stag parties of any size.

10. Declaration of Authorities to Book and Sign

10.1 The person assigned to complete the Booking Request and Booking Declaration, on receipt of the payment of the booking fee constitutes an acceptance of the Terms & Conditions of Pebble House certifies that they are:-

- over the age of 25
- have read and therefore accepted the Booking Terms & Conditions of Pebble House and the “OTA” the Boking was made with
- authorised to sign on behalf of all persons named in the Rental Party
- a named member of the Rental Party and take full responsibility for the whole party occupying Pebble House for the stated Holiday dates
- the Lead Guest only + 1 ano that must be the only two people to be present for the Check-In to the Property with the Owners to ensure compliance with social distancing Laws in England

11. The Holiday

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11.1 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.

11.2 Only the Guests named, declared and duly certified as such by the Authorised to Sign signatory on the Booking Confirmation Form sent by Pebble House OR as declared through the “OTA” “the Guest” booked with, are permitted to stay at Little Pebble House for the duration of the “holiday” as Booked. No more than 4 people, including children & babes in arms, are permitted to occupy Little Pebble House during the “holiday” period

11.3 No visitors of the Rental Group are permitted to remain on the premises House and or grounds beyond 10pm and before 8am due to Insurance Policies and Fire Regulations. The Owners of Little Pebble House reserve the right that the breaking of this clause will cause the Group to be asked to leave immediately and no refunds will be given

11.4 Children are welcome to stay at the Property. Please be aware that no cots or highchairs are provided. We can provide 1 set (= 2) of ex-long bed guards by prior request

12. The Guest's Obligations

12.1 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 £150 from the **Damage Liability**, paid by “the Guest” at time of Booking through Pebble House or the “OTA” used to make the Booking with. All damage should be reported immediately so issues can be put right as soon as possible and 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 requested. 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 and or to reclaim any extra costs incurred for any extra cleaning time of the House and or for extra laundering and or replacement of towels/bed linen/soft furnishings accordingly
3. to ensure that no fake tan and or sun tan lotion is left on any and or all the white towels and or the white Egyptian cotton bed linen provided. The Guests accepts there will be an extra fee levied for the extra deep clean and or replacement of any and or all items soiled with fake tan and or sun tan lotion whether found on and or after Guests departure
4. to pay for any electricity used over and above the given 700 units per week (pro-rated for stays of less duration). Any sums for over use of the electricity allowances will be collected from the Damage Liability paid. Photographic evidence will be taken of the meter both on the arrival and departure of “the Guest”
5. to permit the Owners reasonable access to the property
6. not to part with possession of the property, or share it, except with members of the party shown on the Booking Schedule
7. not to sell or transfer the Booking to another party without Pebble House agreement
8. not to use the Property for any immoral, offensive or unlawful purposes, not to violate any law or ordinance on or about Pebble House

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9. not to exceed the total number of people stipulated in the property description and as declared and signed for in the Booking Agreement made with Pebble House directly or the “OTA” the Booking was made through – 4 Guests including babies & children
10. not to permit pets on to the property and or grounds of Pebble House at any time under any circumstances
11. not to cause an annoyance or become a nuisance to occupants of adjoining premises, abiding by the House Policies
12. not to smoke or vape anywhere within the House and or grounds of Little Pebble House
13. not to wear outdoor shoes inside the property
14. to ensure any visitors “the Guest” may invite in to the House and or grounds, do not exceed 2 (two) in total (of adult/children/babies) at any one time
15. to ensure any visitors “the Guest” may invite on to the Property and or grounds, leave the House and Grounds by 10pm and do not return before 8am due to Fire Regulations and Insurance Policies
16. to accept the pre-arrival and arrival protocols sent by Pebble House Owners as set by English Law due to COVID-19 particularly in relation to arrival time, social distancing and sanitization of hands
17. to adhere to and to undertake in full, the required cleaning procedures by English Law & Environmental Health to help prevent the spread of COVID-19, of the whole house both during and at the end of “the Guests” stay, as set out at the property for the Guests arrival and as received by the Guests via email from Pebble House in advance of the Guests stay

13. Non-availability of Property

13.1 If for any reason beyond the Owners’ of Little Pebble House’ control, the property is not available on the date booked (owing, for example, to not renewing required insurance policies) all rent and charges paid in advance by the Guest, excluding an Administration cost of £50 will be refunded. *Also see Force Majeure below Clause 14.4*

14. Liability

14.1 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.

14.2 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.

14.3 Pebble House will not be liable or responsible for the failure of public services (e.g gas; water; electricity; mobile phone signal etc) or any disturbance that is beyond our control

14.4 Unlimited BT Internet is provided free of charge. Whilst every effort is made to ensure continuity of said service, we cannot be held responsible for disconnection due to BT or Open Reach planned maintenance or MBORC (Matters beyond our reasonable control)

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14.5 Force Majeure. We cannot accept liability or responsibility for any alterations, delay or cancellation or any other loss or damage caused by Acts of God; war; civil strife; riot; rebellion; terrorist action; industrial disputes/strikes; escape of water; fire; sickness; bad weather; floods, storms, earthquakes; livestock; epidemics; pandemics; acts of any government, or public authority; changes of Law including deleted legislation; changes imposed by re-scheduling and or disruption of airlines, ferries; refusal of a grant of Licence; or any cause beyond our control

15. Complaints

15.1 All complaints must be notified to Pebble House directly or through the “OTA” the Booking was made with, as soon as reasonably practicable, as Little Pebble House Owners may be required to carry out an on-the-spot investigation and if necessary, for Little Pebble House Owners to take remedial action. Guests have a legal obligation to mitigate their loss.

15.2 If Little 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.

16. Pets

16.1 Pebble House states that “Sorry No Pets are allowed” at Little Pebble House anywhere inside the property and or the grounds due to many Guests suffering from allergies.

16.2 It is not permitted for any pets being allowed on to the grounds and into the House of Little Pebble House at any time under any circumstances, which includes any day visitors you may have to the property and grounds

17. Day Guests

17.1 In light of COVID-19 it is not permissible to have any visitors under any circumstances inside and in the grounds of Little Pebble House – therefore clauses 17.2 and 17.3 are currently over ridden by clause 17.1

17.2 Due to Fire Regulations and Insurances, any day guests you may invite to Little Pebble House, must leave the property by 7pm and return after 8am the following day

17.3 Any day guests you choose to invite on to the grounds and or into Little Pebble House, must not exceed four (4) including children and babes in arms

18. Breach of Contract

18.1 If there is a breach of any of these clauses by the Guest or any of their party, the Owners of Little Pebble House reserve the right to re-enter the property and end the Holiday and ask the Guest and their party to leave. The reservation will therefore be deemed to be cancelled by the Guest and therefore no liabilities from Little Pebble House Owners will be due to “the Guest”

18.2 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.

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18.3 If it has been found that Clauses **16.1 & 16.2** has been broken, “the Guest” accepts they are liable for the House and Grounds being fully deep cleaned for the next Guests arrival and all the associated costs

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

19. Data and Privacy

19.1 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.

19.2 Pebble House is committed to protecting your privacy. We will only use the information that we collect about you lawfully, in accordance with the UK-GDPR May 2018 and DPA 2018

20. Validity Clause

20.1 If any term or provision in these Booking Terms and Conditions in conjunction with the “OTA” Booking Terms and Conditions “the Guest” Booked with, 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.

21. 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.