

# Booking Terms & Conditions

## 1. Booking Contract

**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 booking a stay in the B&B Guest Room/s through Pebble House are referred to as "**the Guest**".

**1.3** The person assigned to complete the Booking Request and Booking Declaration, therefore deemed to be the "**Lead Guest**", on receipt of the payment of the non-refundable booking fee constitutes an acceptance of the Terms & Conditions of Pebble House certifies that they are:-

- over the age of 23 at the time of making the booking
- have read and therefore accepted the **Booking Terms & Conditions** of Pebble House
- authorised to sign on behalf of all persons named in the Rental Party
- a named member of the B&B Guest Room occupants and take full responsibility for the whole party occupying Pebble House B&B Guest Bedrooms for the stated **Holiday** dates and that they all also comply with the Terms of Use as set out below and are responsible for ensuring that all members of your booking party comply with the Terms of Use (as set out below), however, the **Contract** for the provision of accommodation is between us and you (as the person making the booking)

**1.4** The B&B arrangements are made by Pebble House when booking direct with Pebble House. The B&B arrangements are made the **OTA** (on line travel agent i.e booking.com but not limited to) when booking is made. The contractual relationship is directly between the Owners of the Pebble House or the OTA whichever is applicable to your booking route made and the Lead Guest. A contract shall only arise when we have received your Booking Fee and have confirmed your booking via email (the **Contract** )

**1.5** The Contract for the provision by us of your short-term holiday rental accommodation (the **Pebble House**) for the dates of your booking (the **Stay**) will be between the owners of Pebble House – (Pebble House Partnership) (**we** or **us**) and the person making the booking (**you**) under the following booking conditions. These booking conditions shall apply to and form part of the Contract and the Contract shall be governed by English law. These terms and conditions do not affect your statutory rights.

## 2. Duration and Times of Rental

**2.1** B&B Guest Room bookings are for a minimum of two nights and a maximum of 14 nights stay and commence at 4pm on the first day of the rental and end at 10.30am 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

**2.3** One night stays are subject to availability and we reserve the right to charge a **Service Charge** for single night bookings of £35 per room

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**2.4** To allow for elongated time for Pebble House to undertake the extra cleaning in accordance with the Guidelines and protocols surrounding COVID-19, commencement of the holiday is from 4pm and no earlier on the first day of rental and the end at 10.30am on the day of departure unless otherwise notified to the Guest by Pebble House

### 3. Booking and Booking Fee

**3.1** Bookings can be made by using our website, by email and by telephone. Upon acceptance of your booking you are required to pay a booking fee of one third % of the cost of the Stay (the **Booking Fee**). The booking fee forms part of the payment for your Stay

**3.2** By paying your **Booking Fee** you are entering into a legally binding contract and accepting our Terms & Conditions in full. This is non-refundable and non-transferable

**3.3** Unless otherwise agreed by Pebble House in writing (and subject to clause 10 below) the price for **the Holiday** shall be the room rate for the B&B Guest Room/s as set out on the Pebble House web site [www.pebblehousecornwall.co.uk](http://www.pebblehousecornwall.co.uk) and the OTA website which route you booked through, at the time of the booking.

**3.4** 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

**3.5** If a booking is made 14 days or more before the Holiday is due to start, a non-refundable booking fee of 25% when booked direct or 30% when booked via an OTA, of the room rate payable which constitutes including Administration Costs.

**3.6** If a booking is made 14 days or less before the Holiday is due to start, the full room rate balance, plus any additional charges, must be paid at the time of booking.

**3.7** On return of the 25% when booked direct or 30% for OTA booking, booking fee and **Booking Form** constitutes an **acceptance of the Terms & Conditions** of Pebble House

**3.8** 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

**3.9** It is the responsibility of the Lead Guest and the travelling party to acquire suitable Travel insurance for themselves to cover the booking. Pebble House **strongly** urge you to have adequate Travel Insurance in place even when travelling within the UK, to cover circumstances beyond your control such as but not limited to, jury service, change in personal or work circumstances, illness including COVID and shielding, family emergencies and travel delays.

**3.10** COVID-19 is now a known risk and it is possible for you to ensure your holiday against it. This can include the Lead Guest or any of the travelling party having COVID-19, having to self-isolate or quarantine, or your wishing to shield any Members of the travelling party. We do not wish to sound harsh in any way with our cancellation policy, however, we cannot be expected to shoulder the risk of others when they choose to cancel at short notice. Please do not ask us to do this

**3.11 Care of the Property.** We ask that you look after your Guest Room and its contents as if it were your own home and to leave it in the same condition as it was at the start of your Stay. If you mistreat your Guest Room or its contents (or fail to comply with other obligations giving rise to costs incurred by us) you are

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required to cover the cost of any resulting damage and this may be deducted from the card used at time of booking.

**3.12** We appreciate that accidents can happen and we take a pragmatic and sensible approach to damage and breakages – we would not charge you for the odd broken mug or glass, but please do inform us of any breakages or damage or spillages so that we can put it right. However, for example if you decide to dye your hair and the product used discolours tiles / fittings/towelling/bed linen; if you apply tanning products and this spills on and or discolours the furnishings/ bed linen/towelling; or if you apply nail varnish and this spills on and or discolours and or stains the carpets/ furnishing/ soft furnishings/towelling/any surfaces then we will need to take payment for the cost of putting things right whether found at time of or after your departure, which will be collected from the card used at time of Booking.

### 4. Final Payment/Balance

**4.1** Payment of the **final balance** and additional charges are payable to Pebble House 14 days 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.

**4.2** If final balance payment is not received by the Due Date and in accordance with clause 4.1 above, Pebble House are entitled to treat the non-payment as a cancellation of the Holiday, the Guest will lose their booking and the Booking Administration Fee shall be non-refundable. We will send you a reminder and do our best to contact you by telephone and email before any such cancellation

**4.3** 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 by treating the original booking as a **cancellation** -see clause 6

**5.2** Once a booking has been accepted, your booking fee has been paid and confirmed by Pebble House, your dates and booking fee are non-transferable including non-transferable to another person and or party. However, were you to have a need to change your booking, we will try to accommodate your request on a goodwill basis only subject to availability, where your request is made more than 12 weeks prior to the date of arrival and the new dates are within 12 weeks of the original date booked and "the Guest" will be liable for any seasonal price increases. We cannot guarantee the availability of new dates and should you choose to cancel your booking your non-refundable booking administration fee will be forfeited

### 6. Cancellation by You

**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 Pebble House in writing (**the "Cancellation Notice"**).

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

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**6.4** If you notify us of your wish to cancel more than 14 days before your arrival date you will not be liable for any further monies, your Booking Administration Fee will not be returned

**6.5** 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 has received the Cancellation Notice. The Cancellation Charge (as a percentage of the Guest Room stay cost of the Holiday) as set out below:

0 to 14 days	100%
15 days or more – Direct Booking	25% Booking Fee
15 days or more – OTA Booking	30% Booking Fee

**6.6** If the balance is not received by the date due on the booking confirmation, we reserve the right to make B&B Guest Room/s at 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

**6.7** The shortening or changing of a reservation, albeit on arrival or during the stay, will be deemed a cancellation and no refund will be liable to the Guest from Pebble House

### **6.8 Cancellation by you due to a COVID-19/ Coronavirus local lockdown**

When booking direct with Pebble House we acknowledge that **COVID-19/Coronavirus** related local lockdowns are circumstances beyond your control for which travel insurance does not appear to be easily available either for you and Business Interruption Insurance for us. We have therefore agreed to share the risk of you not being able to travel for these very specific local lockdown circumstances.

If you are unable to travel because travel outside of the area where you (the **booking lead**) live is not permitted (e.g. as at December 2020, you live in an area in Tier 3 or Tier 4 of the Coronavirus Tiers and are expected to remain in such Tiers for the period of your Stay), then you may cancel your booking by providing written notice to us. Provided that the restriction continues for the period of your Stay, you shall be entitled to transfer your booking to future dates within one year of your original arrival dates with the liability of any additional costs of price increases.

If you cancel your booking in accordance with this Clause 6.8 and the relevant rules / guidance are later eased or amended so that you are able to travel for the dates of your Stay and we have not yet re-let your B&B Guest Room/s, we will reinstate your booking allowing you to continue with your Stay. If you do not wish to have your Stay reinstated then the cancellation and any date transfer shall be dealt with in accordance with Clauses 6.4; 6.5; 6.8

Where part of your Stay is impacted by such a restriction, any entitlement to a date transfer shall be adjusted proportionally to reflect the period that you otherwise may have been able to utilise for your Stay

**6.9 Your Inability To Travel** On dates where Pebble House is operational, standard Terms & Conditions apply to cancellations in the event that the Lead Guest and or any of the intended travelling party inability of disinclination to travel which includes but is not limited to due to any risks you deem associated with COVID-19, illness (including COVID) a requirement or recommendation to self-isolate or quarantine, shielding, change in personal circumstances, family emergencies and vehicle breakdown, these remain at Your risk and do not give rise to a right to cancel or to receive a refund other than according to the sliding scale – clause 6.5

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### 7. Cancellation by us and Non-availability of Property

7.1 If our performance is hindered or prevented by a Force Majeure Event (please see definition below Clause 8), we may, at our sole discretion, offer you:

(a) alternative dates; or

(b) such other remedy as we consider appropriate (acting reasonably) with regard to the circumstances.

7.2 We reserve the right to require any guest to leave the House and the site where, in our reasonable opinion, the guest fails to observe the Terms of Use or otherwise poses a threat to our safety or causes damage to property or danger to others.

7.3 In the circumstances described in 7.3, no refunds shall be given unless we are able to re-let your B&B Guest Room/s and having done so have fully recovered any costs associated with the relevant circumstances.

7.4 If for any reason within the Owners' of Pebble House' control, the property and or your B&B Guest Room booked is not available on the date booked (owing, for example, to not renewing required insurance policies, outbreak of COVID-19) all rent and charges paid in advance by the Guest, excluding an Administration cost of £50 will be refunded.

7.5 Should Pebble House need to cancel your booking we shall seek to give you a maximum amount of notice as the situation causing allows. You will be given an option of a refund of your Booking Administration Fee or offer of an alternative date. Pebble House will not be liable to you for any additional, associated or consequential costs

### 8. Force Majeure

8.1 For the purposes of this Contract, **Force Majeure Event** means any of the following circumstances which may hinder or prevent the performance by us of the Contract and Pebble House shall not be liable or responsible or failure to perform for any alterations, delay or cancellation or any other loss or damage caused by including but not limited to: (a) acts of God, flood, drought, earthquake or other natural disaster; (b) epidemic or pandemic; (c) terrorist attack, civil war, civil commotion or riots, war, threat of or preparation for war, armed conflict, imposition of sanctions, embargo, or breaking off of diplomatic relations; (d) nuclear, chemical or biological contamination or sonic boom; (e) any law or any action taken by a government or public authority, including without limitation imposing a restriction, prohibition, deleted legislation, or failing to grant a necessary licence or consent; (f) collapse of buildings, fire, explosion or accident; (g) any labour or trade dispute, strikes, industrial action or lockouts; (h) non-performance by suppliers or contractors; and (i) interruption or failure of utility service (j) changes imposed by re-scheduling and or disruption of airlines, ferries;(k) or any cause beyond our control

### 9. Additional Terms & Conditions related to COVID-19

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

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**9.2** In light of the English Government Guidelines relating to travelling groups of 7 or more and or the mixing of households indoors, Guests must be in compliance with these Guidelines **at the time of the Guests arrival date**. It is the Lead Guests responsibility to ensure they comply with these regulations. As accommodation providers, we provide a property complying with English Governments Guidelines at the time of the Guests and travelling partys' arrival date

**9.3** Were the English Government rule 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. Pebble House will not be liable for any losses you may incur and you would have to seek any losses from your Travel Insurance company accordingly

**9.4** 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 and Pebble House will not be liable for any losses you may incur and you would have to seek any losses from your Travel Insurance company accordingly

**9.5** Were you, the Lead Guest and or your travelling party to experience any COVID-19 related symptoms during your stay at Pebble House, you must immediately notify the Owners of Pebble House via phone, arrange to take a test locally immediately or return home immediately arranging to take a test locally to your home using 119. Guests will not be allowed to self-isolate at 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 including the extra deep cleaning of the house, all bed linen and towelling costs. 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 Pebble House in accordance with English Government Guidelines and our Insurances

**9.6** Due to the English COVID-19 restrictions, no visitors of any of the Guests staying at Pebble House are permitted in to the House and or its grounds at any time during your stay. Were this to found to be so, the Guests and their visitors will be liable in full for any fines and associated costs to Pebble House accordingly

**9.7** Given the new situation caused by COVID-19 the Lead Guest accepts that in order to meet Public Health England & UK Governments' requirements, there may be some changes to Pebble House's services or facilities that may differ from what is described on the website. All changes that may occur are only to ensure the Guests wellbeing and safety. By booking a stay with Pebble House you are expressing your acceptance that some of the services or facilities may differ from those described on the website.

## 10. Price Changes

**10.1** Pebble House reserves the right to amend prices and availability on the website due to errors or omissions without notice. Prices are correct at time of publication but may change without notice with the exception of confirmed bookings. Confirmed bookings will not alter. Direct Booking rates are given when booking direct with Pebble House by our website, email or phone

## 11. Method of Payment

**11.1** Payments may be made by Credit card, Debit card. 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

**11.2** The card used to pay your Booking fee will be held against your booking and may be used in the event of cancellation or damage to the property

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### 12. Group Bookings

**12.1** Pebble House have the right to refuse a booking from a group of 4 or more single people under the age of 25 or all male or all female parties of 6 or more people, or hen or stag parties of any size

**12.2** In light of COVID-19 were the mixing of households still not be permitted indoors, then no mixing will be allowed during breakfast service

### 13. The Holiday and Terms of Use

**13.1** The Guests have the right to occupy the B&B Guest Room/s booked 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.

**13.2** Only the Guests named, declared and duly certified as such by the Authorised to Sign signatory on the Booking Confirmation form are permitted to stay at Pebble House for the duration of the “**holiday**” as Booked. No more than 2 people are permitted to occupy Pebble House B&B Guest Rooms during the “holiday” period. We reserve the right to refuse admittance or request you to leave the property if this condition is not observed

**13.3** The Lead Guest must provide Pebble House with a list containing full names, ages, Postcodes and contact details of all Guests at time of booking

**13.4.** We cannot accommodate early arrival or late departures as we need this time to perform maintenance and cleaning to the House and the grounds as a whole.

**13.5** You may access the property from 4pm on the day of arrival and only at the pre-agreed by Pebble House Check In time to ensure adherence to COVID-19 protocols . If you are likely to arrive after the pre-arranged Check in time please call us immediately and we will agree with you a suitable time for both you and us, to Check in as you are greeted in person by us and to adhere to COVID-19 protocols. Please do not just arrive at the front door

**13.6** You must vacate the House by no later than 10.30am on your day of departure.

**13.7** You agree 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/departure times, social distancing and sanitisation of hands

**13.8** You agree to adhere to and to undertake in full, the required **Check in & Check Out 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 Lead Guest via email from Pebble House in advance of the Guests stay

**13.9** You agree that the Lead Guest only (+ 1 and if you have booked more than one Guest Room) must be the only two people to be present for the Check-In to the House & Guest Room/s with the Owners to ensure compliance with all COVID-19 protocols including social distancing Laws in England

**13.10** No visitors of the B&B Guest Rooms are permitted to remain on the premises House and or grounds beyond 7pm and before 8am due to Insurance Policies and Fire Regulations. The Owners of Pebble House reserve the right that the breaking of this clause will cause the Group to be asked to leave immediately and

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no refunds will be given – *in the current situation caused by COVID-19 no visitors are allowed in to the premises or on to the grounds (see clause 9.6)*

**13.11** Pebble House B&B is an Adults Only Guest accommodation as advertised on our website and OTA websites, we only accept Children aged over 16 years of age

### 14. Behaviour of Guests

**14.1** The Lead Guest and all party members agrees:-

**14.2** We reserve the right to recover from the person making the booking any discretionary compensation payment, or a member of your party or visiting friends. This includes damage to Pebble House building, fixtures, fittings and flood damage

1. Guests and their visitors should not be excessively rowdy and must not cause annoyance, distress or embarrassment to staff or fellow guests. Threatening, offensive or illegal behaviour will not be tolerated and you will be asked to leave the property immediately forfeiting your rights to any refunds for any unused bed nights.
2. You as the Lead Guest are over 23 years of age and any of your travelling members are aged over 16 years old
3. You are not bringing a dog or any other type of animal onto the premises. This includes leaving animals in your car overnight
4. You will not remove any items from Pebble House that you have not paid for
5. You will respect and take care of all items and furnishings within your bedroom and the rest of the property and report any damage prior to your departure
6. You will respect the comfort of your fellow Guests by minimizing noise from TV's, music systems and opening and closing of doors especially after 10pm and before 8am
7. You will 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 and or any furniture, soft furnishings. 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
8. not to part with possession of the property, or share it, except with members of the party shown on the **Booking**
9. not to sell or transfer the booking to another party without Pebble House agreement
10. not to use the Property for any immoral, offensive or unlawful purposes, not to violate any law or ordinance on or about Pebble House
11. not to exceed the total number of people sleeping overnight of two (2) adults in each Guest Bedroom and as declared in the **Booking**
12. You are responsible for the physical supervision of all members or your party under the age of 18 at all times
13. You return any furniture or other items that you have moved back to where they were at your arrival.
14. not to cause an annoyance or become a nuisance to occupants of adjoining Guest Rooms and or premises, abiding by the House Policies
15. not to smoke and or vape anywhere within the house and the grounds of the property
16. not to use fireworks and night lanterns, both of which are all expressly forbidden
17. not to use Drones unless you have requested and been given express agreement by the Owners of Pebble House prior to your arrival
18. Your use of the property does not entitle you to charge an electric vehicle or appliance other than personal electronic devices due to House and Fire Insurances and Policies. If you have particular charging requirements, please get in touch before your Stay and we can discuss this.



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19. to ensure any visitors “the Guest” may invite in to the House or grounds, do not exceed 2 (two) in total at any one time – *see Clause 19*
20. to ensure any visitors “the Guest” may invite on to the Property and grounds, leave the House and grounds by 9pm and do not return before 8am the following day due to Fire Regulations and Insurance Policies - *see Clause 19*

### **15. WiFi**

**15.1** WiFi is provided for the guest’s reasonable use. The Lead Guest and their travelling party agrees to reasonable and lawful usage of this service

### **16. Liability**

**16.1** 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.

**16.2** 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

**16.3** 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)

**16.4** You must take all necessary steps to safeguard yourselves and your property.

**16.5** We, our employees, contractors and representatives shall not be liable to you or your party for loss or damage to property.

**16.6** We, our employees, contractors and representatives shall not be liable to you or your party for accidents or injuries to you and your party, either within the property or outside unless demonstrably caused by our negligence or wilful misconduct or that of those for whom we are legally responsible.

**16.7** We shall not be liable to you for the failure or non-availability of any particular facility in the House or at the grounds although in all cases we will seek to rectify any such failure as soon as is reasonably practicable.

**16.8** 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

### **17. Please Speak To Us**

**17.1** It is our mission to ensure you have an enjoyable stay (we know how much we look forward to our holidays and are sure that you are no different). So if you have any problem or cause for complaint, we ask that you contact us as soon as possible to give us the best chance to resolve it. Guests have a legal obligation

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to mitigate their loss. We value your custom and want you to enjoy your stay. We live on site and will do our best to resolve any issues as soon as we can.

**17.2** 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.

**17.3** If you notice that something is broken or not working properly please tell us even if it is not causing you a problem or discomfort as we want to ensure things are as good as they can be for all guests.

### **18. Pets**

**18.1** Pebble House states that “**Sorry No Pets are allowed**” at Pebble House anywhere inside the property and or the grounds and this includes keeping animals in your car/s overnight

**18.2** It is **not permitted for any pets** being allowed on to the grounds and into the House of Pebble House at any time under any circumstances which includes any day visitors you may have to the property and grounds – see clause 21

### **19. Day Guests**

**19.1** In light of COVID-19 it is not permissible to have any visitors under any circumstances inside the property and or in the grounds of Pebble House – therefore clauses 14.1.19, 14.1.20 and clauses 19.2 19.3 are currently over ridden by clause 21.3

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

**19.3** Any day guests you choose to invite on to the grounds and or into Pebble House, must not exceed two (2)

### **20. Gift Vouchers**

**20.1** Gift Vouchers are subject to standard terms and conditions with the addition of, Gift Vouchers :-

- a) Have no alternative cash value
- b) May be used against special offers
- c) Must be used to purchase B&B and cannot be used as add-ons
- d) Are valid to the expiry date and may not be extended
- e) Must be used against one stay and cannot be carried forward

### **20. Breach of Contract**

**21.1** 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 Guest Room/s and end the Holiday and ask the Guest and their travelling companions to leave. The reservation will therefore be deemed to be cancelled by the Guest and therefore no liabilities from Pebble House Owners will be due to “the Guest”

**21.2** 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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**21.3** If it has been found that Clauses 18.1 & 18.2 has been broken, “the Guest” accepts they are liable for the Guest Bedroom/s, House and Grounds being fully deep cleaned and any associated costs for the next Guests arrival and any Guests thereafter should they request a further deep clean due to many guests choosing to stay at Pebble House due to their allergies, knowing we do not accept pets

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

**21.5** Pebble House is at liberty to amend and or update their Terms & Conditions at any time

**21.6** A copy of these Terms & Conditions is available on the website of Pebble House, the online booking system on Pebble House website and on the website of any OTA the Guest has chosen to book with. A copy of our T&C's will have been sent to you with your Booking Confirmation either at time of booking over the phone Direct with Pebble House or when booking via the website of Pebble House or when booking with and OTA, which will therefore be deemed as read in full and therefore accepted by you the Guest at time of your booking.

**21.7** When booking with an OTA you accept you have been given on at least two separate occasions during the booking process prior to your accepting to make your booking, the opportunity to read and accept the T&C's and therefore deemed to have accepted these T&C's in full at point of payment

## **22. Data and Privacy**

**22.1** In making a booking we will ask for personal information such as your name, postal address, email address, telephone number and payment details. We could 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](mailto:hello@pebblehousecornwall.co.uk).

**22.2** 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

## **23. Validity Clause**

**23.1** 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