

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 renting property through Pebble House or through an Online Travel Agency (**OTA**) 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 or the OTA certifies that they are:-

- over the age of 25 at the time of making the booking
- have read and therefore accepted the **Booking Terms & Conditions** of Pebble House or the OTA
- 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 Little Pebble House 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 rental arrangements are made by Pebble House. The contractual relationship is directly between the Owners of Little Pebble House 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 When booking through an OTA 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. OTA's are but not limited to:- Trip Advisor; VRBO; Air B&B. A contract shall only arise when we have received your Booking Fee and have a confirmed booking from your OTA and the OTA has confirmed your booking to you via email (the **Contract**)

1.6 The Contract for the provision by us of your short-term holiday rental accommodation (the **Little Pebble House**) for the dates of your booking (the **Stay**) will be when booking direct with Pebble House, between the owners of Little Pebble House – (Pebble House Partnership) (**we** or **us**) or when booking through an OTA the OTA (**them**) 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 Rentals are for a maximum of four weeks and commence at 4pm on the first day of the rental and end at 9am 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 by either Pebble House when booking direct or an OTA when booking through an OTA when they book (the "**Booking**

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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 To allow for elongated time for Little Pebble House to undertake the extra infection control cleaning in accordance with our revised H&S Risk Infection Controls surrounding COVID-19, commencement of the holiday is from 4pm and no earlier on the first day of rental and the end at 9am 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 or the OTA you have booked with. 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**) OR if booking via an OTA then their Booking Fee sum as they have set out for you. 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 All payments must be made by and will only be accepted from the Lead Guest in payment for your Contract to be formed with Pebble House for the holiday rental of Little Pebble House

3.4 Unless otherwise agreed by Pebble House in writing (and subject to clause 10 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 OR the OTA you booked with, at the time of the booking.

3.5 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 either directly from Pebble House OR the OTA you have booked with, 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

3.6 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 including Administration Costs.

3.7 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.

3.8 On return of the one third % booking fee OR the sum the OTA you have booked with has stated to you, and **Booking Form** constitutes an **acceptance of the Terms & Conditions** of Little Pebble House and or the OTA you booked via

3.9 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

3.10 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.

3.11 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

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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

3.12 Care of the Property and Damage Liability/Good Housekeeping Deposit is payable a few days before the rental agreement start day collected from the Card given at time of payment. Or if paying via BACS, then the **Damage Liability Deposit** is liable for payment to Pebble House at the same time as the **Booking Administration Fee**.

3.13 Prior to your arrival you will be asked to pay the **damage liability/good housekeeping deposit of £500**. We ask that you look after the House and its contents as if it were your own home and hand it back to us in the same condition as it was at the start of your Stay. If you mistreat the house or its contents (or fail to comply with other obligations giving rise to costs incurred by us) you are required to cover the cost of any resulting damage and this may be deducted from your security deposit. The damage liability/good housekeeping deposit is principally to cover repairs or replacements as a result of damage and breakages and/or extra cleaning costs – for example where the House has not been returned to us in accordance with the departure cleaning requirements and if you lose a key, we will replace it and deduct this cost from your damage liability deposit.

3.14 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 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 leave pots and pans unwashed or with burnt on food residue then we will need to deduct the cost of putting things right.

3.15 The damage liability/good housekeeping deposit will be refunded to the credit/debit card from which payment was made (or back to your bank account if you paid us via BACS) usually within 10 working days of your departure (subject to any deductions made for damage and or liabilities caused and created to Little Pebble House during you and your partys stay).

3.16 Cleaning On departure, please leave the House as you found it, in a clean and tidy condition. Please ensure that you have washed and dried up (or loaded the dishwasher and started the cycle), cleared out all fridges, removed all your rubbish from within all areas of the House and put it in relevant bins and recycling facilities provided and fully labelled, and ensure that the oven and oven top are clean and free from grease. Please return any furniture or other items that you have moved back to where they were at your arrival. We reserve the right to charge you accordingly from the Damage Liability/Good Housekeeping Deposit for any extra cleaning required were the House not to be returned to us in the same condition as it was handed over to you in

4. Final Payment/Balance

4.1 Payment of the rent and additional charges are payable to Pebble House when booking direct or to the **OTA** if booking through them, 8 weeks, OR as stipulated by the OTA you booked via, 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 the 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

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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 sent to you either direct from Pebble House or through your **OTA** whomever you booked through

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 OR the OTA you booked via, 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 OR the OTA you booked via, the booking can only be changed or **cancelled** with the written agreement of Pebble House

Once an OTA booking has been confirmed by the OTA, to cancel you must refer to the Cancellation Terms on the OTA website. You will be liable for the commissions and travellers booking fees and will be liable to pay in accordance with the Cancellation Policy issued to you by the OTA

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.

6.4 If you notify us of your wish to cancel more than 8 weeks 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 rental cost of the Holiday) as set out below:

0 to 29 days	100%
30 to 55 days	75%
56 days or more	One third % Booking Administration Fee

OTA Booking Terms as set out in **their** contract with **you**

6.6 If the balance is not received by the date due on the booking confirmation, we reserve the right to make Little 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

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6.7 The shortening 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

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 the House, 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 Little 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

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 refuse to hand over the House to (or to allow the continued occupation by) any person who in our reasonable opinion is not in a suitable state to take charge of it.

7.3 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.

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7.4 In the circumstances described in 7.2 and 7.3, no refunds shall be given unless we are able to re-let the House and having done so have fully recovered any costs associated with the relevant circumstances.

7.5 If for any reason within the Owners' of 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.

7.6 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 6th 2020, will be treated in accordance with the standard Booking & Cancellation Policies of Little Pebble House and associated Clauses in full, of Clauses 3, 4, 5, 6

9.2 Were the English Government rule to restrict movements, you will be asked to leave the accommodation immediately, there will be direct contact with the Owners of Little 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

9.3 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

9.4 Were you, the Lead Guest and or your travelling party to experience any COVID-19 related symptoms during your stay at Little Pebble House, you must immediately notify the Owners of Little Pebble House via phone, arrange to take a test locally available from Boots the Chemist in the village or from Pebble House direct, 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 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 including the extra deep cleaning of the house, all bed linen and towelling

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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

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

9.6 Given the ongoing situation caused by COVID-19 the Lead Guest accepts that in order to meet Public Health England and our revised Health & Safety Risk Assessment infection control measures, there may be some changes to Little 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.

10.2 When booking through an OTA for any price changes your contract is with them and you would have to seek any redress from the OTA

11. Method of Payment

11.1 Payments may be made by Credit card, Debit card when booking direct or via an OTA, plus via BACS when booking 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

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

12. Group Bookings

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

13. The Holiday and Terms of Use

13.1 The Guests have 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.

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 four (4) people including babes in arms and children are permitted to occupy Pebble

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House 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. If you are likely to arrive after 7pm please let us know and we will agree with you a suitable time for both you and us, to access the House as you are greeted in person by us.

13.6 You must vacate the House by no later than 10am on your day of departure.

13.7 You agree to accept the **pre-arrival and arrival protocols** sent by Little Pebble House Owners as set by our revised Health & Safety Risk Assessment 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 infection control **cleaning procedures** by our revised Health & Safety Risk Assessment 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 ano must be the only two people to be present for the Check-In to the Property with the Owners to ensure compliance with all COVID-19 infection control measures

13.10 No visitors of the Rental Group are permitted to remain on the premises House and or grounds beyond 9pm 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 no refunds will be given – ***in the ongoing situation caused by COVID-19 no visitors are allowed in to the premises or on to the grounds (see clause 9.5)***

13.11 Children are welcome to stay at the Property, however, please be aware that there **no stair gates or cots or highchairs are provided**. We can provide 1 set (= 2) of ex-long bed guards by prior request

14. Third Party Suppliers (chefs etc)

14.1 If you want to use the services of a third-party supplier whilst staying at Little Pebble House you must ask and receive written permission to do so from Pebble House. This may be for example a private chef. Little Pebble House has a pre-authorised list of private chefs.

14.2 Pebble House would need to see the third-party supplier’s public liability insurance and any other related/required certifications. Pebble House will then seek approval from Little Pebble House insurers to allow the third-party activity to take place

14.3 If all insurances and certifications are satisfactory to Pebble House and our insurers, permission to invite these suppliers to Little Pebble House will not be unreasonably withheld

15. The Guest's Obligations

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15.1 The Lead Guest and all party members 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 Damage/Good Housekeeping Deposit, from the card the Guest used to pay for the Holiday. 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 respect and take good care of the property, all items and furnishings within in it and leave it in the same clean and tidy condition at the end of the Holiday as it was handed over to you in at the beginning of the Holiday. Should we as Owners be dissatisfied with the condition of the property upon the Guest's departure, we have the right to charge for extra cleaning time of the House and or for extra laundering and or replacement of towels/bed linen/soft furnishings accordingly payable within 7 days of departure which will be collected from the Damage/Good Housekeeping Deposit of £500
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 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
4. to permit the Owners reasonable access to the property
5. not to part with possession of the property, or share it, except with members of the party shown on the **Booking Agreement Guest List**
6. not to sell or transfer the booking to another party without Pebble House agreement
7. not to remove any items from The House which you have not paid for
8. not to use the Property for any immoral, offensive or unlawful purposes, not to violate any law or ordinance on or about Little Pebble House
9. not to exceed the total number of people sleeping overnight as stipulated in the property description and as declared in the **Booking Agreement Guest List** or made via your **OTA**
10. There must be at least one capable and responsible adult over the age of 25
11. You are responsible for the physical supervision of all members or your party under the age of 25 at all times when you have members of your party aged under age of 18
12. not to permit **any type of animals** on to the property of Little Pebble House at any time under any circumstances. This includes leaving animals in your car overnight
13. not to cause an annoyance or become a nuisance to occupants of adjoining premises, abiding by the House Policies
14. not to smoke and or vape anywhere within the house and the grounds of the property
15. not to wear outdoor shoes inside the property
16. only to light and or use BBQ's in the rear garden on the stones and not near any wooden fencing/tables and garden table
17. not to use fireworks and night lanterns, both of which are all expressly forbidden
18. not to use Drones unless you have requested and been given express agreement by the Owners of Little Pebble House prior to your arrival
19. 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.- *see clause 21*
20. to ensure any visitors "the Guest" may invite in to the House or grounds, do not exceed 4 (four) in total (adult/children/babes in arms) at any one time – *see Clause 21*
21. 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 20*
22. to pay for any electricity used over and above the given 300 units per week (pro-rated for stays of less duration). Any sums for over use of the electricity allowances will be collected from the

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Damage Liability Good Housekeeping Deposit paid. Photographic evidence will be taken of the meter both at the beginning and end of your stay

23. to ensure that all electrical devices including mobile phone; laptops; computers are turned off at the wall sockets prior to your leaving the property each and every time

16. WiFi

16.1 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

17. Liability

17.1 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.

17.2 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

17.3 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)

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

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

17.6 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.

17.7 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.

17.8 We shall not be liable to you for any costs that you may incur were you at the end of your stay to not have logged yourselves out of all your accounts of NOWTV; Amazon Prime; Netflix or similar.

17.9 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

18. Please Speak To Us

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18.1 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, were 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 to mitigate their loss. We value your custom and want you to enjoy your stay. We will be residing very close to the House, and will do our best to resolve any issues as soon as we can.

18.2 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.

18.3 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.

19. Pets

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

19.2 It is **not permitted for any animals** 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 – see clause 22

20. Day Guests

20.1 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 Little Pebble House – therefore clauses 15.1.20 15.1.21 and clauses 20.2 20.3 are currently over ridden by clause 20.1

20.2 Due to Fire Regulations and Insurances any day guests you may invite to Little Pebble House, must leave the property by 9pm and return after 8am the following day.

20.3 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 at any one time

21. Electric Cars

20.1 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. Were it to be found you have done so either during your stay or after you have checked out of Little Pebble House, you are liable for the electricity cost incurred and the costs of the whole house being checked over by a qualified electrician and any damage caused to the House and or to any of its power sockets to make safe for other Guests. If you have particular charging requirements, please get in touch before your Stay and we can discuss this

22. Breach of Contract

22.1 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 Pebble House Owners will be due to “the Guest”

Little Pebble House THE BIG Little House

22.2 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.

22.3 If it has been found that Clauses 19.1 & 19.2 has been broken, “the Guest” accepts they are liable for the 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 Little Pebble House due to their allergies knowing we do not accept animals

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

23. Data and Privacy

23.1 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.

23.2 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 and is also fully registered and compliant with the ICO

24. Validity Clause

24.1 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.

24.2 For bookings made via an OTA please see their Validity Clause for their terms and conditions