

# 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 Pebble House are referred to as "the Guest".

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

**1.4** All Guests are strongly advised to take out Travel Insurance for any eventuality

**1.5** Additional Terms & Conditions related to Corona Virus

**1.6** 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

**1.7** 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 due to any risks you deem associated with Corona Virus which includes but is not limited to, 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

**1.8** 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

**1.9** 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.

**1.10** 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, available from Boots the Chemist in the village or the Owners of Pebble House, 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

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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

**1.11** Due to the ongoing & continual changes around COVID 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

**1.12** Given the ongoing situation caused by COVID-19 the Lead Guest accepts that in order to meet the ongoing infection control measures from our the revised Health & Safety Risk Assessment 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.

## **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 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** To allow for elongated time for Pebble House to undertake cleaning in accordance with the Guidelines surrounding COVID-19, commencement 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 Fee**

**3.1** 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 Please understand what you are agreeing to before you book, as our Terms & Conditions are enforceable

**3.2** Any payments made to Pebble House will only be accepted when made by the Lead Guest

**3.3** 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 Administration Costs.

**3.4** 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.

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

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**3.6** 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

**3.7 Cautionary Damage Liability/Good Housekeeping Deposit** of £1000 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 Cautionary Damage Liability/Good Housekeeping Deposit is liable for payment to Pebble House at the same time as the Booking Administration Fee.

**3.8** The Cautionary Damage Liability/Good Housekeeping Deposit is refunded in full by Pebble House up to 14 days after you and your party have checked out, providing there is no damage and or liabilities caused and created to Pebble House and its contents and furnishings during you and your Parties stay.

### **4. Final Payment/Balance**

**4.1** Unless otherwise agreed by Pebble House in writing (and subject to clause 8 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](http://www.pebblehousecornwall.co.uk) at the time of the booking.

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

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

**4.4** If 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

### **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 8 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**

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**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.

**6.4** If you cancel more than 8 weeks before your arrival date you will not be liable for any further monies, your Booking 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	Booking Fee

**6.6** 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

**6.7** 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** 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.

**6.9** COVID 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, 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

**7. Force Majeure.** 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 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

## **8. Price Changes**

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

## **9. Method of Payment**

**9.1** Payments may be made by Credit card, Debit card, BACS. 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 Pebble House

**9.2** 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

## **10. Group Bookings**

**10.1** 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

## **11. Declaration of Authorities to Book and Sign**

**11.1** 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 25
- 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 Rental Party and take full responsibility for the whole party occupying Pebble House for the stated Holiday dates

## **12. The Holiday**

**12.1** 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.

**12.2** 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 12 people including babes in arms and children are permitted to occupy Pebble House during the “holiday” period. We reserve the right to refuse admittance if this condition is not observed

**12.3** Pebble House must be provided by the Lead Guest with a list containing full names, ages, Postcodes and contact details of all Guests at time of Booking or within 7 days of returning the completed Booking Request Form to Pebble House

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**12.4** 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 1.11*

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

**12.6** The Guest accepts that there is a small self-contained apartment over two floors, situated above the kitchen/dining room area. It is not in use or accessed during your stay and will therefore not affect your enjoyment of Pebble House

### **13. Third Party Suppliers** (chefs etc)

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

**13.2** 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 Pebble House insurers to allow the third-party activity to take place

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

### **14. The Guest's Obligations**

**14.1** 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 £1000 from the card the Guest used to pay for the Holiday. All damage should be reported immediately to the Owners of Pebble House 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 a clean and tidy condition at the end of the Holiday as it was handed over to you 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 at £50 per hour and or for extra laundering and or replacement of towels/bed linen/soft furnishings and or any items found to be missing accordingly payable within 7 days of departure and collected from your Cautionary Damage Liability/Good Housekeeping Deposit
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 permit the Owners reasonable access to the property

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5. not to part with possession of the property, or share it, except with members of the party shown on the Booking Schedule
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 - *also see 14.1.1 & 14.1.2*
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
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
10. not to permit any type of pets on to the property of Pebble House at any time under any circumstances. This includes leaving any animals in your car overnight
11. not to cause an annoyance or become a nuisance to occupants of adjoining premises, abiding by the House Policies
12. not to smoke and or vape anywhere within the house and the grounds of the property
13. not to wear outdoor shoes inside the property
14. not to light and or use BBQ's at or anywhere on the property due to Fire Regulations and Insurances, due to the amount of reclaimed dry timber in the grounds of The House
15. not to use indoor fireworks and night lanterns, both of which are all expressly forbidden
16. not to use Drones unless you have requested and been given express agreement by the Owners of Pebble House prior to your arrival
17. 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 20*
18. 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*
19. to accept the pre-arrival and arrival protocols sent by Pebble House Owners due to the ongoing COVID-19 infection control measures particularly in relation to arrival/departure times and sanitisation of hands
20. to adhere to and to undertake in full, the required infection control cleaning procedures 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
21. the Lead Guest only + 1 and that must be the only two people to be present for the Check-In and Out to the Property with the Owners to ensure compliance with revised Health & Safety Risk Assessment of Pebble House

### **15. WiFi**

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. Non-availability of Property**

**16.1** 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.

**16.2** Should Pebble House need to cancel your booking we shall seek to give you a minimum of 7 days' notice. You will be given an option of a refund of your Booking Administration Fee or offer

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of an alternative date. Pebble House will not be liable to you for any additional, associated or consequential costs

### **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** 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

**17.3** 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

**17.4** 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)

**17.5** Pebble House will not be held liable for any Guests not logging out of their Netflix; Amazon Prime; NowTV or similar accounts and any subsequent usage and or losses incurred by Guests following on behind

### **18. Complaints**

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

**18.2** 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.

**18.3** Any complaints must be received by Pebble House during your stay to enable Pebble House to remedy matters for Guests. We cannot accept any responsibility or liability for any complaints received after you and your party have checked out from Pebble House

### **19. Pets**

**19.1** Pebble House states that "Sorry No Pets are allowed" at Pebble House anywhere inside the property and or the grounds and this includes leaving pets in cars overnight



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**19.2** 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

### **20. Day Guests**

**20.1** In light of the continual changes around COVID-19 it is currently not permissible to have any visitors under any circumstances inside the property and or in the grounds of Pebble House – therefore clause **14.1.18** and clauses **20.2** and **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 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 Pebble House, must not exceed six (6) including children and babes in arms at any one time

### **21. 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 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”

**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.

**21.3** 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 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

### **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 and are fully registered with the ICO

## **22. Validity Clause**

**22.1** 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

## **23. 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.