

# NEW Booking Terms and Conditions

Cornish Gems Limited

Please read these Booking Terms and Conditions as they are essential and govern what is expected of You, Us and the Owner. Payment of any amount is considered acceptance of these conditions, and the confirmation email sent constitutes the Contract.

We strongly advise you to take out comprehensive travel insurance to cover cancellation costs and your stay in the Property. If you choose not to, then you accept responsibility for any loss that you may incur.

We are Cornish Gems Limited (Company Number 06984313 of Carne House, Western Extension, Threemilestone, Truro, Cornwall TR4 9LD, and we act as Agent for the Owner who has authorised us to deal with your Booking on their behalf.

If you have any queries about these terms and conditions or have any comment or complaint about your Booking, you can contact us at the above address, use our online forms or call us at +44 (0) 1872 241 241

The following Terms will apply to Your stay at a Cornish Gems property:

## 1. Definitions:

**Administration Fee:** a charge of £75 including VAT;

**Agent/s:** the role Cornish Gems performs on behalf of the Owners;

**Booking:** Your request to stay at the Property, as made via the booking form on our Website, via email or over the phone;

**Booking Confirmation:** our email confirmation of Your Booking after we receive and accept Your Booking on behalf of the owner (this is the point at which the Contract is formed);

**Booking Deposit:** an amount equal to one-third of the total Rental Fee;

**Booking Fee:** a non-refundable fee to secure the Booking

**Booking Party:** the individuals You have booked the Property for, who will stay at the Property as listed in the Booking Confirmation;

**Booking Reference:** Your unique reference number located on the Booking Confirmation

**Business Days:** a day, other than a Saturday, Sunday or public holiday in England, when banks in London are open for business;

**Check-in Date:** the date on which the Stay will begin

**Children:** members of the Booking Party under 18 years of age;

**Compensation:** monies that could be payable in the event of interruption or disruption to the Stay;

**Concierge Services:** additional services provided or arranged by Us;

**Contract:** a formal and legally binding agreement made in accordance with UK law;

**Damages/ Losses:** miscellaneous repairs and/or replacements and additional cleaning of the Property and its contents damaged or soiled, otherwise than by usual wear and tear, during the Stay by You or other members of Your Booking Party;

**Departure Date:** the date (and time) on which We have agreed in the Booking Confirmation that Your Stay at the Property will end.

**Deposit:** one-third of the Rental Fee, and must be paid at the time of Booking.

**Digital Welcome Folder:** the downloadable Property information provided.

**Event Outside Our Control:** as defined in clause 11 of these Terms;

**Gift Vouchers:** a voucher or voucher code generated that can be exchanged for goods or services

**Good Housekeeping Deposit:** A refundable deposit to cover any breakages or damage to the property. Further details can be found in clause 6 of these Terms;

**Damage Waiver:** a non-refundable payment to cover breakages, damage to the Property as further detailed in clause 6 of these Terms.

**Guest:** a member of the Booking Party;

**Hire Cost:** the total cost for Your Stay, including the Damage Waiver and Booking Fee as indicated in the Booking Confirmation;

**House Rules:** additional conditions relating to Your use of the Property, which is located at [www.cornishgems.com/information/house-rules](http://www.cornishgems.com/information/house-rules);

**Last-minute Bookings:** where the proposed Stay is due to start 14 days or less after the date of the Booking;

**Managed Properties:** where We are responsible for booking management, customer service, property changeovers, welcome gift provision and maintenance;

**Out-of-Hours:** when the main office is closed, emergency services are provided between the hours of 6 PM to 10 PM daily and 10 AM to 10 PM on a Sunday;

**Owner:** the owner of the Property (or their representative) whose details will be provided to You upon written request for the same;

**Pet Supplement:** a fee charged to cover additional cleaning for pets in the Property.

**Property:** the property as defined within the Booking Confirmation;

**Property Description:** the description of the Property on our Website;

**Property Specific Terms:** any specific terms that apply to the Property You have chosen, which, if applicable, will be provided to You at the time You make Your Booking;

**Relocation:** where the Booking Party is moved to an alternative Property;

**Rental Fee:** the cost of your stay (minus fees);

**Service Partner:** an independent contractor (third-party supplier) who can provide Concierge Services for a fee to the Guest and/or Booking Party.

**Stay:** the period of time for which the Property is made available to You as set out in the Booking Confirmation and agreed by Us;

**Terms:** the terms and conditions set out in this document;

**Third-party Supplier:** an independent contractor who provides goods/ services to the Guest for a fee.

**Unmanaged Properties:** where We are responsible for Booking management and customer service;

**Website:** our website can be found at <https://www.cornishgems.com>

**Welcome Gifts:** a gift to Our Guests from the Owner/Us

## **2. Our Contract with You**

- 2.1. These are the terms and conditions on which We provide the Booking and the Owner supplies the Property to You for Your Stay. Please read the Booking Terms and Conditions carefully before submitting a Booking request to Us.
- 2.2. Our House Rules are incorporated into the Contract with You. Please read these carefully before submitting a Booking request to Us.
- 2.3. When you submit a Booking request to Us, the Owner and We are under no obligation to accept that Booking.
- 2.4. We will provide you with a Booking Confirmation once we have; acting as the Agent for the Owner accepted your Booking, and upon acceptance, these terms and conditions become binding on Us, You and the Owner. For clarity: the Booking is a Contract between You and the Owner; we act only as the Owner's Agent.
- 2.5. Once we have confirmed your Booking you will only be able to cancel in accordance with clause 7 below.
- 2.6. Please ensure all the details on the Booking Confirmation are correct. We cannot be liable for any errors in information that You have provided.
- 2.7. We will assign a Booking Reference number to your booking and provide it in the Booking Confirmation. Please use this number in all related correspondence.
- 2.8. You agree to arrive at or after the Check-in time provided in the Booking Confirmation (unless you notify us otherwise and we agree the same in advance).
- 2.9. The Property will not be available at any time outside of the Holiday, and failure to depart at the Check-out time will result in a further day's proportionate cost at the prevailing tariff for the Property.
- 2.10. You acknowledge that any information about the local area and activities in our literature or on our website is as up to date as possible and is subject to change.
- 2.11. In making a Booking, You confirm that You are over 18.
- 2.12. Please note that we may have to change the Check-in Date and Departure Date times due to Events Outside our Control, as outlined in Clause 11.
- 2.13. You acknowledge that Our staff have no authority to vary these Terms and that You have not relied on, and shall have no right or remedy in respect of, any statement, representation, assurance or warranty (whether made negligently or innocently) other than as expressly set out in these Terms.

## **3. The Owner's Contract with You**

- 3.1. Once Your Booking has been confirmed, the Owner agrees to provide Your Stay in accordance with these Terms, and Your Contract for the Stay will be with the Owner
- 3.2. We will act as an Agent for the Owner in accordance with these Terms, and provide You with Customer Service and information as required.

## **4. Your Stay and Use of the Property**

### **4.1. General**

- 4.1.1. You will be notified of the maximum number of people who are permitted in the Property, and you may not exceed that number. As the person making the Booking, You are responsible for ensuring all members of Your Booking Party

comply with these Terms. You must not part with possession of the Property or share it, except with members of the Booking Party.

- 4.1.2. You agree to care for the Property and its contents, leaving it clean and tidy (as per the House Rules). You will be responsible for any damage or loss if the Property is not returned in its original condition at check-in and you may receive an invoice for such costs.
- 4.1.3. The Property is for Your use, the Booking Party, and any approved guests as temporary holiday accommodation. These Terms do not create a landlord-tenant relationship between Us and You or between the Owner and You.
- 4.1.4. The Property may be available for Commercial Use with prior written agreement and appropriate insurance. Please contact Us for details.

#### **4.2. Property Specific Terms**

- 4.2.1. You must abide by any Property Specific Terms provided to You upon Booking.
- 4.2.2. If there is any conflict between these Terms and the Property Specific Terms, the Property Specific Terms shall prevail.

#### **4.3. Pets**

- 4.3.1. Pets are only permitted in the Property if specified within the Booking and in accordance with the House Rules. You will be notified in advance of any additional charges that may apply.
- 4.3.2. Where the Property Description states pets are not permitted in the Property, neither the Owner nor Us gives any warranty or undertaking to You or any member of the Booking Party that the Property is suitable for sufferers of pet-related allergies.

#### **4.4. Smoking and Vaping**

- 4.4.1. Smoking, vaping and illegal drug use are strictly prohibited at the Property or in the grounds.
- 4.4.2. If this condition is breached, We may charge You for any additional costs we incur.

#### **4.5. Broadband and Telephone Services**

- 4.5.1. Where a Property has broadband, this is provided on the basis that We/the Owner cannot guarantee availability, minimum speed, unrestricted bandwidth, or uninterrupted internet access. We/the Owner accept no liability for telephone or internet services that are unavailable or fail.

#### **4.6. Parking, keys and leisure facilities**

- 4.6.1. You and your Booking Party must park only in designated areas. Vehicles are parked and left at the Property and/or designated parking space entirely at Your own risk.
- 4.6.2. If the property includes a parking permit, you are responsible for any fines for failing to display it as required.

- 4.6.3. We will issue You with one set of keys to the Property, and You are not permitted to get keys copied. You will be liable for the cost of a replacement if You lose a set of keys, or fail to return them to the Property key safe on departure.
- 4.6.4. If a parking permit, key or fob for lifts, parking bollards, gates and/or garages is issued to You, You must return these as directed. Failure to return them on the Departure Date will result in an Administration fee being charged to You.
- 4.6.5. All leisure facilities indicated in the Property Description, including swimming pools and hot tubs, are subject to availability, and We/the Owner cannot guarantee these will be available for Your Stay. You must follow the House Rules when using such facilities, and failure to do so will be a breach of these Terms.

#### **4.7. Electric Vehicle Charging**

- 4.7.1. Properties do not offer electric vehicle charging unless specified in the Property description. We/the Owner accept no liability for electric vehicle charging units that are unavailable or fail.
- 4.7.2. For legal reasons and health and safety purposes, charging electric vehicles using a 13-amp plug at the property is strictly prohibited.

#### **4.8. Fireworks**

- 4.8.1. Fireworks at the Property are strictly forbidden without written permission from the Owner.

### **5. Price and Payment**

- 5.1. You will be notified of the Hire Cost at the time You place Your Booking before the Booking is confirmed.
- 5.2. The Hire Cost and dates for payment will be confirmed in the Booking Confirmation. You must ensure that You make the payments on time or We may cancel Your Stay and terminate the Contract.
- 5.3. Payment must be made by debit card, credit card, or bank transfer. Bank transfers must be in cleared funds by the deadlines for payment. Any bank or transfer charges shall be borne by You.
- 5.4. All payments must be made in the currency specified in the Booking.
- 5.5. If the balance is not paid by the Final Payment Date, you authorise Us to charge the card provided. If payment is not received three weeks before Check-in, we may cancel Your Booking, retain the Booking Fee and Deposit, and seek the remaining Hire Cost from you plus an Administration Fee.
- 5.6. If You do not pay Us for the Stay at the agreed times, access to the Property will not be permitted and Clause 5.5 will apply. This does not affect Our right to charge You interest at the rate of 8% per year on the amount outstanding.
- 5.7. To secure Your Booking, a Deposit is required. For reservations made more than eight weeks prior to the Check-in Date, a Deposit of one-third of the Rental Fee is required and must be paid at the time of Booking. If booking within eight weeks of the check-in, you must pay the full Hire Cost.
- 5.8. After you pay the Deposit and Your Booking is accepted, the Balance, is due by eight weeks before the Check-in Date (the "Final Payment Date"). We will inform you of this date and send reminders.

## 6. Damage Waiver

- 6.1. Upon booking the Property and paying Your Deposit, you will be required to pay a Damage Waiver. The Damage Waiver is a non-refundable payment that covers You for Damages/ Losses up to five times the Damage Waiver paid - the amount will depend on the property You are booking, but will be included in the total quoted Hire Cost and notified to You in the Booking Confirmation.
- 6.2. The Damage Waiver does not cover loss or damage caused by negligence or wilful damage. The Damage Waiver is non-refundable even if no damage is made to the Property. You will be liable for the balance of any costs to rectify any damage or loss above the total covered by the Damage Waiver, as well as liable for any Damages/Losses caused by negligence. You will pay such excess to Us within 14 days of being notified of the excess. You will be advised of any costs actioned against the Damage Waiver.
- 6.3. A Good Housekeeping Deposit option may be available. If we agree to it, on a case by case basis and only if authorised by Us/the Owner, the Damage Waiver will be removed from the total Hire Cost and a deposit of up to £2500 will be held on your Credit or Debit card from the day before the Check-in Date and will be released in full within 14 days of Your Departure Date, provided no loss or damage has been incurred and the Property is left in good order.
- 6.4. Access to the Property will not be granted without either payment of the Damage Waiver or a successful pre-authorisation of the Good Housekeeping Deposit funds.
- 6.5. We, or the Owner, reserve the right to seek to recover further reasonable costs if the Damage Waiver or the Good Housekeeping Deposit total is insufficient to repair or replace any damage caused to the Property or its contents during Your Stay. In this instance, We will, upon request, provide the Owner of the property You have booked with Your name, email address, home address and phone number.

## 7. Cancellation Policy

- 7.1. All cancellations must be made in writing, including your Booking Reference and will only take effect once we provide you with written confirmation of the cancellation. For Your entitlement to a refund, please see clause 8.
- 7.2. We will confirm your cancellation in writing. We will provide you with a summary of the cancellation, including any monies owed to Us or refunds owed to You.
- 7.3. If you do not arrive and Check In at the Property for any reason, without notifying Us, We will consider this a cancellation and retain the full balance.

## 8. Refunds

- 8.1. If You cancel Your Booking, You will be entitled to a refund if the Property is rebooked (less the Administration Fee and any difference in the Hire Cost achieved).
- 8.2. If You cancel Your Booking more than 8 weeks before the Check-in Date and we are unable to re-let the Property You will be entitled to a refund (less the Administration Fee and the Deposit).
- 8.3. If You cancel Your Booking less than 8 weeks before the Check-in Date and we are unable to re-let the Property then the full Hire Cost (if already held by Us) shall be retained, or alternatively be payable by You if full payment has not yet been received. We strongly recommend that You take out holiday insurance which includes holiday cancellation.
- 8.4. Where You have cancelled a Booking because of Our failure to comply with these Terms or if We change these Terms under clause 13.3 and You elect to cancel the

Contract (except where We have been affected by an Event Outside Our Control), You do not have to make any payment to Us and we will refund any payments already made.

- 8.5. Once You have accessed the Property or the Check-In Date has passed (whichever is earlier), You may only cancel the Contract for Stay by giving Us written notice if We:
  - 8.5.1. break this Contract in any material way;
  - 8.5.2. go into liquidation or a receiver or an administrator is appointed;
  - 8.5.3. change these Terms under clause 13.3 and You elect to cancel the Contract; or
  - 8.5.4. are affected by an Event Outside Our Control.
- 8.6. If You depart voluntarily from the Property before the Departure Date, no refund shall be given in respect of any period when you do not occupy the Property.

## **9. Our Rights to Cancel Policy**

- 9.1. If We or the Owner cancels a Booking prior to the Check-in time, We will try to arrange alternative accommodation in a property in our portfolio of similar facilities and price and, if this is not possible, you will be entitled to a full refund and will have no further claims against Us or the Owner.
- 9.2. We may cancel the Contract for Stay at any time with immediate effect by giving You written notice if You do not make payments on schedule or break the Contract in any other material way. (This does not affect Our right to charge You interest at the rate of 8% per year).

## **10. Liability**

- 10.1. If We/ the Owner fail to comply with these Terms for the Booking of the Stay, We are responsible for loss or damage You suffer that is a foreseeable result of Our breach of the Terms or Our negligence, but We are not responsible for any loss or damage that is not foreseeable. Our responsibilities to You are limited to making the Booking in accordance with Your instructions. For the avoidance of doubt, As We act only as the Agent for the Owner, We accept no liability for any acts or omissions of the Owner, including any shortcomings or defects with the Property.
- 10.2. Neither We nor the Owner's liability is limited for:
  - 10.2.1. death or personal injury caused by Our negligence or the negligence of Our employees, agents or subcontractors;
  - 10.2.2. fraud or fraudulent misrepresentation; or
  - 10.2.3. any liability it would be unlawful to exclude.
- 10.3. Lost property will be held for a period of 14 days from the Departure Date. Items will be returned to You if requested; a fee may be applicable. We do not accept responsibility for the safe carriage of any items returned, which will be returned at Your risk. Food and drink items will not be returned.
- 10.4. Subject to clause 10.1, neither the Owner nor we are responsible for any transportation costs or alternative accommodation expenses. We also do not

accept liability for any loss or damage to your items, belongings, or vehicles. Additionally, we will not be held accountable for any losses or damages you incur due to the Owner's breach of these terms or negligence. Likewise, the Owner shall not be liable to you if we breach these terms or are negligent.

## **11. Events Outside Our Control**

- 11.1. We and the Owner shall not be in breach of these Terms, nor liable for delay in performing, or failure to perform, any of our obligations under these terms if such delay or failure results from an Event Outside Our Control. If the Owner is unable to provide the Property to You due to an Event Outside Our Control, we will inform You as soon as possible and offer You either:
  - 11.1.1. a full refund of the Booking Deposit (and the balance if already paid); or
  - 11.1.2. To move your Booking, either later in the year or the following year for the same Property, subject to availability.
- 11.2. An Event Outside Our Control includes, but is not limited to: strike, civil unrest, civil emergencies, government prohibition or restriction on all or part of the economy or trade, including local lockdowns, pandemic, epidemic, environmental disaster, domestic appliance breakdown, temporary invasion of pests or utilities failure or interruption.
- 11.3. If changes to Your Booking are required due to an Event Outside Our Control We will not charge the usual Administration Fee to amend that Booking.
- 11.4. If You are unable to reach the Property due to bad weather or Your visit to the Property is delayed this will be treated as a cancellation by You and the cancellation policy in clause 7 will apply. We recommend You take out holiday insurance for this eventuality.

## **12. How We Use Your Personal Information**

- 12.1. All data You provide to us will be treated in accordance with our Privacy Policy which can be found here:  
<https://www.cornishgems.com/information/privacy-policy.html>
- 12.2. We will only send you marketing materials if you have explicitly informed us that you wish to receive them.

## **13. Other Important Terms**

- 13.1. We may transfer Our rights and obligations under these Terms to another individual, but this will not affect Your rights or Our obligations under these Terms.
- 13.2. You acknowledge that the Owner may enforce any and all of the Terms of this agreement against You.
- 13.3. We may revise these Terms from time to time if required due to changes in the law or regulatory requirements or if business needs dictate it. If We have to revise these Terms pursuant to this clause 13.3, we will give You at least 30 days written notice before they take effect. You can choose to cancel the Contract in accordance with clause 7 if You do not accept these changes.

- 13.4. Each of the paragraphs of these Terms operates separately. If any court or relevant authority decides that any of them are unlawful, the remaining paragraphs will remain in full force and effect.
- 13.5. If We/the Owner fail to insist that You perform any of Your obligations under these Terms, or if We do not enforce Our rights against You, or if We delay in doing so, that will not mean that We have waived Our rights against You and will not mean that You do not have to comply with those obligations. If We do waive a default by You, We will only do so in writing, and that will not mean that We will automatically waive any later default by You.
- 13.6. These Terms replace and supersede all previous booking conditions and will apply to all new Bookings after the date they are posted on our Website.
- 13.7. These Terms are governed by English law. All parties agree to submit to the exclusive jurisdiction of the English courts in the event of a dispute.