

## **Terms & Conditions**

These terms set out the contract in relation to your booking of holiday accommodation at Boscantle, Bar Road, Helford Passage, TR11 5LF ('Boscantle'). For the purpose of these terms, you (the person making the booking) are referred to as the 'Guest' (or 'Guests'), 'you' and/or 'your'.

Please take the time to read these terms carefully as they explain important information, such as: how bookings are made and secured, how we expect Guests to pay for bookings, terms of cancellation and security deposits and other important information.

We are James & Stuart Whitty-Lewis ('we', 'us' or 'our'). We are the owners of Boscantle. You can contact us by emailing us at [enquiries@boscantle.com](mailto:enquiries@boscantle.com) or telephoning 07931322877.

### **1. Booking procedure**

- 1.1 We will provide you with a booking request form ('Booking Form'). To request a booking, Guests must return a completed Booking Form and pay a non-refundable deposit of 33% of the total rental charge (excluding the security deposit – see below for details). The deposit amount will be confirmed in the Booking Form provided to you. By paying the deposit, you are confirming that you have read, understood and agree that you and any accompanying guests staying at the holiday accommodation will be bound by these terms.
- 1.2 We will only confirm a booking once the required deposit and completed Booking Form has been received. Please note that your booking is not confirmed until you receive a formal booking confirmation from us. We reserve the right to decline your booking request for any reason and / or to take an alternative booking. If we decline or are unable to accept your booking request, we will notify you and, if the deposit (or any further monies) has been paid, this will be returned to you.
- 1.3 We require details of all persons in your party who will be occupying Boscantle during the letting period, including names and ages. Bookings will not be confirmed by us until this detail has been received. If additional Guests are joining and/or leaving between the booking dates, we also require their names and ages and on which nights they will be staying. Only persons named within the booking are authorised to stay at the property.
- 1.4 We regret that we cannot accept (or will only accept, at our discretion) bookings from (a) groups where all Guests are under the age of 25; (b) parties where the majority of the members are under the age of 25 with the exception of families; or (c) stag and hen parties.

### **2. Payments**

- 2.1 In the case of all bookings made more than 6 weeks before the start date of the letting period, Guests must pay a non-refundable deposit of 33% of the total rental charge. The balance is then due 6 weeks before the commencement date. The balance must be paid to us in cleared funds by way of same day bank transfer.
- 2.2 For bookings made less than 6 weeks from the start date of the letting period, the total rental charge must be paid to us in full and in cleared funds by way of same day bank transfer on the same day as your booking is made (and must be received before we will confirm your booking).
- 2.3 We are not VAT rated so we do not charge VAT.

### **3. Balance payments (and additional costs)**

- 3.1 Where a deposit has been paid (see 2.1 above), the final balance of the accommodation costs, together with any additional costs (in

respect of pets etc.) must be paid by the Guest in full (in cleared funds by the due date) to us, not less than 6 weeks before the start date of the letting period. At the time of booking, we will send you (by email) a booking confirmation which will indicate the latest date when the full amount is due and must be paid by. Payment must be made in cleared funds by way of same day bank transfer.

- 3.2 If the balance of the payment (including the security deposit) is not paid in cleared funds on or by the relevant due date(s) (see above), we reserve the right to cancel your booking and retain all sums paid by you. You will also be liable to pay the full outstanding balance owed. Guest liability to pay the full balance may be subject to deductions if we are able to re-book the Guest's booking with replacement guests.
- 4. Security deposits and Guest liability for property loss, damage and condition of property on departure**
- 4.1 Every booking requires a refundable, security deposit to be paid by the Guest as a deposit towards any damage, loss or loss of rental suffered by us as a result of the conduct of a Guest or any member of the Guest's party or other person authorised to enter the property by the Guest or a member of the Guest's party.
- 4.2 The security deposit amount will be confirmed in the Booking Form. If we reasonably require an increased security deposit after the booking has been confirmed, we will notify the Guest at the earliest opportunity. Any such increase shall be proportionate to the nature of the booking and accommodation.
- 4.3 Guests are required to pay the security deposit (in cleared funds) no later than one week in advance of the start date of the letting period (or if the booking is made less than a week before the start date of the letting period, at the time of booking). Payments must be made in cleared funds by way of same day bank transfer. If the security deposit is not paid in cleared funds on or by the relevant due date, we reserve the right to cancel your booking and retain all sums paid by you.
- 4.4 Whilst ordinary and fair wear and tear is expected and allowance made for such, all Guests are liable for loss and damage caused to Boscantle and/or its contents (and for any loss of rental income suffered by us as a result of any such damage) to the full value of our loss, which shall be deducted from the security deposit at our discretion.
- 4.5 Guests must also leave the rented property in a clean and tidy condition at the end of the letting period and will be liable for the costs associated with any additional cleaning required at the property if this requirement is not complied with.
- 4.6 The security deposit does not limit your liability to us against loss, damage, unreasonably cleanliness and/or loss of rental income suffered by us. Guest liability for such losses applies even if the value of the loss exceeds the security deposit amount (in which case Guests will be liable to pay for the full amount in excess of the security deposit). If the value of the loss/damage claim exceeds the security deposit paid, then Guests may be issued with an invoice (setting out the relevant payee details) for the balance, which must be settled within 7 days of receiving notification of the total value and amount owing.
- 4.7 We strongly recommend that Guests take out holiday insurance that, in addition to protecting against cancellation costs and unforeseen circumstances etc., protects Guests in the event of liability incurred against (and in addition to) the security deposit.
- 4.8 Each property is inspected after the Guest's departure. We aim to refund the security deposit within 7-14 days of Guest departure from the property, provided no loss, damage or unreasonable cleanliness has been caused to the property, its contents, fixtures/fittings etc. If any loss, damage or unreasonable cleanliness is identified, you will be notified of the value of such loss/damage and this will be deducted from the security deposit.

Any (undisputed) security deposit balance (if applicable) will be refunded to you within 28 days of your departure from the property. We reserve the right to withhold the security deposit (or an appropriate portion of the security deposit) for longer if, for reasons beyond our reasonable control, it takes us longer to assess the value of loss and/or damage incurred.

- 4.9 If Guests wish to claim any amount from their own insurance, Guests will remain personally liable to us for making payment in full within the 7 day term in relation to any loss/damage claim which exceeds the security deposit paid.

## 5 Booking cancellations and amendments

- 5.1 We strongly recommend that Guests take out suitable holiday insurance, to cover the total cost of your holiday in the event of cancellation.

- 5.2 On cancellation of a confirmed booking, we will retain your non-refundable booking deposit and, if paid, the balance (see 2 and 3 above). In addition, if you have not paid the balance and cancel less than 8 weeks prior to the check-in date, you will remain responsible for payment to us of the total cost of your booking. Your liability on cancellation to pay the total cost of the holiday, may be subject to deductions if we are able to fill your cancelled booking with replacement guests, subject to any deductions taking into account our administrative time and any discounted price we may be required to charge in order to secure such booking at a later stage.

- 5.3 All cancellations must be notified to us, in writing by e-mail to [enquiries@boscantle.com](mailto:enquiries@boscantle.com), prior to the commencement date of the holiday letting period. If, after submitting a cancellation request, you do not receive a response from us within 72 hours, please contact us at 07931322877.

- 5.4 We offer a complimentary 24 hour grace period from the time we accept your booking, as a 'cooling off' period. Should you wish to cancel your booking within this time, a full refund (of the deposit and balance) will be provided. As such, please ensure that you thoroughly review your booking confirmation within 24 hours of receiving the booking confirmation and notify us immediately if you have any queries.

- 5.5 If you wish to change the dates of your booking please contact us at [enquiries@boscantle.com](mailto:enquiries@boscantle.com). Any date changes will be at our discretion and additional costs may be payable.

- 5.6 If for any reason:

- (a) Boscantle becomes unavailable, for example because of flood, fire damage or other similar circumstances; or
- (b) we are prevented from making the property available to you due to government restrictions or public health measures restricting (1) domestic travel, or (2) use of holiday accommodation / rentals (including measures which are introduced in response to a pandemic or epidemic, such as COVID-19),

we will notify you as soon as possible. We will, where practicable, try and provide alternative dates for you, although unfortunately we cannot guarantee this. If no alternative dates are available, or if you choose not to take the alternative dates offered to you, your booking will be cancelled and refunded. For the avoidance of doubt, 5.6(b) includes where there is a public travel restriction in place that prevents you travelling (within the United Kingdom) to the property you have booked but excludes where you (or any guest under your booking) are prevented from travelling to your booked property due to personal health matters or travel restrictions only applicable to limited categories of persons (for example, persons with COVID-19 symptoms).

- 5.7 Any bookings which are transferred to an alternative date under clause 5.5 or clause 5.6 will be treated as a new booking for the purpose of cancellations (except no grace cancellation period will apply), with effect from the date we confirm to you in writing that the booking is transferred. The Guest terms and conditions communicated to you (and displayed on our website) on the date your transfer is confirmed will apply to the transferred booking.

- 5.8 We will not be liable for any form of damages, compensation or expenses claimed by the guest in respect of the non-availability of the booked property, except as provided for by a refund as set out above.

## 6 Your occupation of the property and late arrival

- 6.1 Guests occupy the property for the letting period for holiday and social purposes only – no business purposes are permitted unless agreed by us in writing.

- 6.2 The property will normally be available to you from 5.00pm on the first day of the booked letting period. All Guests and occupiers, luggage, property, vehicles etc. must vacate the property and associated land completely by 10.00 am on the last date of the letting period. If a Guest (or their guests) fails to vacate the property or associated land by this time, we reserve the right to deduct an amount from the security deposit to cover the extra period of occupation and any extended or delayed cleaning arrangements caused by the delay.

- 6.3 All windows and doors of the property must be checked and securely locked on departure and whenever the property is vacant during the Guest's letting period. Keys must be returned to the key safe and locked properly on departure. In the event that keys are not returned, then a charge will be deducted from the security deposit to cover locksmith costs for changing locks and replacing keys.

- 6.4 Guests are responsible for leaving the property in a clean and tidy condition. All waste must be removed, correctly bagged and placed in bins provided and any failure to remove and bag waste may incur a further charge, which shall be deducted from the security deposit.

- 6.5 Guests shall not permit the property to be occupied by more than 10 guests unless agreed by us in writing. In no circumstances shall more than 12 guests be permitted to occupy the property.

- 6.6 The Guest must occupy the property for the purposes of a stay for themselves and not with any other person not named on the booking form unless otherwise agreed by us in writing.

- 6.7 Save as set out in the rest of this clause 6.7, all prices quoted include electricity, gas and water and use of property equipment and amenities. However, you will be responsible for all charges incurred in relation to Sky TV, Amazon and/or Netflix during your stay (other than the standard monthly subscription price).

- 6.8 We will not be liable for any form of damages, compensation or expenses claimed by Guests in respect of any internet services (Wi-Fi), telephone services or SONOS not being available or failing during any stay. If internet access is essential to you during a stay, we recommend that you have back up provisions such as mobile dongles. We do understand the importance of internet and will work to resolve any issues within our control.

- 6.9 Bed linen and towels are included in the price. Each week there will be a housekeeping service provided for a mid-week 'refresh'. If a party is staying for 14 days then Guests will receive cleaning, fresh linen and towels on or around the end of the first week. Guests will be responsible for any charge for linen or towels soiled or damaged as a result of products used or applied by you (and your own guests), in particular make-up and fake tan or if any item is found to be missing from the property. Deductions for such damage or loss will be made from the security deposit.

- 6.10 Guests must agree (a) not to cause nuisance, excessive noise or annoyance to occupiers of neighbouring properties and (b) to allow reasonable access to the property by anyone authorised by us and in particular to any service providers (including any housekeepers).

- 6.11 The use of fireworks or any pyrotechnics are strictly prohibited at Boscantle and the land associated with it. This is applicable all year round and also includes New Year's eve, Fireworks night, Diwali and the Chinese New Year.

- 6.12 If in our opinion, guests are not deemed suitable to continue occupation of the property because of your behaviour or damage to the property or nuisance to other parties, this includes our service personnel being disrespected or verbally abused by you or any member of your party, then your booking contract may be terminated without notice and we will be entitled to repossess the property immediately without any compensation to you.

- 6.13 You agree to comply (and ensure that and any accompanying guests comply) at all times with the House Rules. The House Rules may be updated from time to time. The current House Rules can be found at [www.boscantle.com/house-rules](http://www.boscantle.com/house-rules). If in our opinion you

or any member of your party does not comply with the House Rules your booking contract may be terminated without notice and we will be entitled to repossess the property immediately without any compensation to you.

6.14 On request, we offer a meet and greet service which is available generally up to no later than 8pm. After 8 pm, separate arrangements can be made for access. We reserve the right to make a charge for guests arriving later than 8pm of £50.00 to cover our costs. We strongly recommend Guests arrive between 5:00pm to 6:30pm and we accept no liability if Guests cannot access the property where no advance notice of late arrival has been given to us.

## **7 Swimming pool**

7.1 Guests use the swimming pool at their own risk and we accept no liability, loss, damage or expense, including, without limitation, solicitor fees and cost of litigation, resulting from any accidents in or around the swimming pool occurring at the property.

7.2 The swimming pool is heated during summer months (May-September). Out of these months it will be out-of-bounds. Guests must be considerate of neighbouring properties when using the swimming pool. During the summer months, the swimming pool should not be used outside the hours of 7am to 9pm. Neighbourhood complaints as a result of anti-social behaviour, may result in eviction as per clause 6.12.

7.3 The lead guest making the booking accepts:

- (a) Full responsibility for the health, safety and behaviour of all members of their group.
- (b) The responsibility to ensure that all members of their group abide by the pool rules and operating instructions provided in the property.
- (c) The responsibility for access to the pool area for their group.
- (d) Children and non-swimmers must be supervised by an adult at all times when in the pool area.
- (e) That they will ensure the correct procedures are followed in the event of an accident or emergency, and phone the Emergency Services if needed.
- (f) We must be advised of any accident or emergency.
- (g) We reserve the right to close any part of, or all of the Pool, for maintenance and/or safety reasons.
- (h) We shall not be liable for any loss or damage caused to the property of the lead guest and/or their family/group, arising from, or in conjunction with, the use of the pool or the pool area.
- (i) We reserve the right to refuse access, or to expel the lead guest and/or their family/group from the Pool area for any breach of, or if we have reason to believe there has been a breach of, the pool rules, any act of negligence such as to endanger their own, or others safety, or if they have caused unnecessary damage which has not been reported to us and/or paid for.

## **8 Dogs and other pets**

8.1 Well-behaved dogs are only permitted by special arrangement and require our prior agreement in writing. All other pets or animals are strictly prohibited. Please note that the external areas at the property may not be fully enclosed or dog-proof. Guests are responsible for the safety and security of their dog(s) at all times. Boscantle is not suitable for anyone who is allergic to dogs. We have a dog who stays at the property with us.

8.2 You agree that you will do the following in respect of occupation of the property by your pets, where they are permitted:

- (a) No more than one well behaved dog may occupy the property at any one time.
- (b) Puppies/dogs under the age of 12 months are not permitted.
- (c) All dogs should be kept under strict control at all times whilst on the property.
- (d) Dogs shall not be permitted onto the furniture, upstairs or in the bathrooms/shower rooms.
- (e) Dogs shall not be left in the property unattended or in your vehicle outside of the property at any time.
- (f) Should dogs be left unattended and cause any disturbance to any neighbours or neighbouring properties, then this may be deemed as unreasonable behaviour and could warrant eviction from the property.

- (g) Any fouling of internal areas shall be professionally cleaned and the cost borne by the guest, which will be recovered from the security deposit.
- (h) Any fouling of lawns, paths or outside surfaces shall be cleared up without delay, by you the Guest. Failure to do this will result in additional charges being made which will be recovered from the security deposit.
- (i) Guests should provide dog bedding and necessary equipment, including food and water bowls, including towels.
- (j) Dogs should only be left at night in the kitchen/breakfast area or the utility room.
- (k) The following breeds of dog are not permitted even where muzzled as required by law: – American Pit Bull Terrier, Japanese Tosa, Fila Brasileiro, Doga Argentino or any other dog breed at our discretion.

## **9 Smoking Policy**

9.1 Boscantle is subject to a strict no-smoking policy. If there is found to be any damage caused to the property or its contents by smoke or burns you would be responsible for covering any costs associated with rectifying this. These costs would be deducted from your security deposit. Smoking is only permitted outside of the property, away from open doors and windows, on condition that all cigarette or cigar butts and ashes are cleared up and disposed of by Guests before departure. If there is a smell of smoke inside the property Guests will be charged for (a) any additional cleaning time required to rectify this (again, such costs will be deducted from the security deposit) and (ii) if the smell remains despite such cleaning, the costs of replacing furniture and curtains and/or repainting walls (as required).

## **10 Parking**

10.1 There is plenty of parking on the driveway at Boscantle. In no circumstances should you or any of your party park on the road. All vehicles are parked at Guest's risk and we shall not be liable for any damage to vehicles, theft of personal items stored in them, or parking fines/clamping.

## **11 Noise disturbances**

11.1 We accept no liability for any noise disturbances (including but not limited to noise disturbances caused by building or road works, festivals, events, fetes and anti-social behaviour arising from neighbouring properties, within the vicinity of the property or within the local area) experienced by guests at any time within the duration of the letting period. We will make reasonable endeavours to notify you of any known works or event that may affect your stay, either prior to making your booking (where known) or promptly upon becoming aware of the works or event. We shall in no circumstances be held accountable for any disturbance experienced by Guests whether known or otherwise. Should you wish to cancel your booking on becoming aware of any works or event giving rise to a possible disturbance, your cancellation rights shall be as set out clause 5 of these terms.

## **12 Guest information folder**

12.1 Guests are responsible for familiarising yourself with the health and safety information relevant to the property and contained within the guest information folder.

## **13 Complaints procedure**

13.1 If you feel you have a reason for complaint, then Guests should notify us immediately so that steps can be taken to address your complaint. If you do not complain at the time when you are staying at the property, by leaving it until after your stay has ended or at a later date during your stay, we will not be able to remedy your complaint as you will not have given us an opportunity to remedy the matters you have complained of during your stay and, in such circumstances, we shall not be liable to offer any refund or compensation in relation to the matter complained of. Please note that this does not affect your statutory rights or those set out in clause 16 (Liability).

## **14 Personal belongings left behind**

14.1 If Guests or any members of your party leave any personal belongings inside the property you will be charged the cost of postage and packaging and an admin fee by the relevant housekeeping company, to have them returned to you. Any items found by the servicing company will be disposed of within 7 days if not claimed. All perishable foods will automatically be disposed of at the time of the changeover.

18.6 We reserve the right to amend these terms at any time prior to confirming your booking. Our current set of terms will always be displayed on our website at any given time.

**Last updated: August 2021**

## **15 Liability**

15.1 We do not exclude or limit in any way our liability to Guests where it would be unlawful to do so and any term contained herein should be construed accordingly. This includes:

- (a) our liability for death or personal injury caused by our negligence or
- (b) for fraud or fraudulent misrepresentation.

15.2 Other than the exceptions set out above, we will not be liable for any act, neglect or default on the part of any other person for any accident, damage, loss, injury, expense or inconvenience whether to personal property which the Guest or any other person may suffer or incur arising out of or in any way connected with the occupation of the property. In addition, we accept no liability for loss or damage to Guests' possessions on the property.

15.3 Each property is provided for Guests' personal enjoyment only. We are not liable for business losses. If a Guest uses the property for any commercial or business purpose, we shall not have any liability to you for any loss of profit, loss of business, business interruption, or loss of business opportunity.

## **16 Property description**

16.1 We are responsible for ensuring the safety of the property and for ensuring that all descriptions and facilities listed for the property are correct. Every effort is made to ensure that information provided to Guests is accurate and not misleading. If, once you arrive at the property, you feel that the property is not what you were expecting, please let us know immediately, so we can address this with you.

16.2 Whilst we will endeavour to answer any questions you might reasonably have in relation to property accessibility, you are ultimately responsible for raising enquiries with us if you have any particular accessibility requirements and for determining if the property is suitable for all guests in your party.

## **17 Renting Boscantle for film projects**

17.1 Should the property be booked for use as part of a film project, Guests will be required prior to acceptance of the booking to describe the nature and content of the proposed film. We reserve the right to refuse any such booking and to require Guests and occupier/s to leave the property forthwith if the nature of the film project is not as described at the time of the booking. This includes the making of pornography, portraying and/or representing material which is defamatory in any way or involves the depiction and/or representation of any unlawful act.

## **18 Other important terms**

18.1 These terms are governed by English law and the parties can bring legal proceedings in respect of the contract in the English courts.

18.2 Guests must seek our prior written consent if you wish to transfer your rights (i.e. your booking) to someone else.

18.3 If a court finds part of your booking contract (including these terms) illegal, the rest will continue in force. 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.

18.4 As part of the process of making a booking with us, having the intention of making a booking with us, or using our website, you may provide personal data or have personal data collected. You may also have data collected when calling or emailing us with enquiries or questions regarding the service provided. By doing so you should be aware of our Privacy Policy ([www.boscantle.com/privacy-policy](http://www.boscantle.com/privacy-policy)) which sets out the terms on which we process any personal data we collect from you or that you provide to us. By using our website or guest account or by emailing us or calling us to speak in person, you agree to such processing and you agree that all data you provide is accurate. You should also ensure you understand how we will manage and secure your personal data, as well as understand the rights you have.

18.5 Nobody other than you and us have any rights under these terms.