

## **BOOKING TERMS AND CONDITIONS MY COTTAGES IN ST IVES**

### **1. Interpretation**

1.1 The following definitions and rules of interpretation apply in these Terms:

- (a) “**Accommodation**” means any of the following cottages: Iris, Juliot, Wella and The Garth;
- (b) “**Alternative Booking**” means as set out in Condition 16.3;
- (c) “**Balance**” means the balance of the charges due after payment of the Deposit and in accordance with Condition 3.1;
- (d) “**Booking**” means any Booking Order that is accepted by us in a Booking Confirmation, forming a contract between you and us;
- (e) “**Booking Confirmation**” means our confirmation of your Booking Order more particularly described in Condition 2.3;
- (f) “**Booking Order**” means your order for a Booking more particularly described in Condition 2.1;
- (g) “**Deposit**” means the deposit to be paid with the Booking Order in accordance with Condition 3.1;
- (h) “**The Garth**” means Iris, Juliot and Wella when taken as a group Booking;
- (i) “**Iris**” means Iris cottage located at 3 The Digey, St Ives, TR26 1HR;
- (j) “**Juliot**” means Juliot cottage located at 5a The Digey, St Ives, TR26 1HR;
- (k) “**Site**” means <https://mycottagesinstives.co.uk/>;
- (l) “**Terms**” means these terms and conditions;
- (m) “**Welcome Folder**” means the folder that we will provide you at the beginning of your stay;
- (n) “**We**” or “**us**” means Mr Gary Beeston of 3, 5 and 5a The Digey, St Ives, Cornwall, TR26 1HR trading as My Cottages in St Ives;
- (o) “**Wella**” means Wella cottage located at 5 The Digey, St Ives, TR26 1HR; and
- (p) “**You**” or “**your**” means the person named in the Booking Confirmation.

1.2 These Terms apply to all Bookings made on the Site. If you made a Booking via a different website to the Site, these Terms do not apply to you. We would recommend that you check the website where you made the booking for the relevant terms that apply to your Booking.

1.3 Reference to the singular includes a reference to the plural and vice versa.

## 2. Your Booking

2.1 You may place an order to rent the Accommodation by visiting our Site, placing an order and paying us the Deposit in accordance with Condition 3.1 (“**Booking Order**”). By placing a Booking Order you are making an offer to us to licence the Accommodation for the period set out in the Booking Order.

2.2 You must notify us either prior to placing a Booking Order or in your Booking Order if you or any member of your party suffers from any medical conditions or disabilities that could materially affect your stay. If you are uncertain about this, please notify us via the [Contact Us](#) page prior to placing a Booking Order and we will contact you in due course.

2.3 We may accept your Booking Order by issuing you with a booking confirmation by email (“**Booking Confirmation**”), in which case the Booking Order will become a Booking. The Booking Confirmation will detail the Accommodation you have booked, the dates of your Booking, the total amount payable for your Booking and the dates on which payments are due.

2.4 All Booking Orders are subject to the Accommodation being available.

2.5 We reserve the right to accept or decline Booking Orders entirely at our discretion.

2.6 We would recommend that you do not make any travel arrangements until we have issued you with a Booking Confirmation and that in any event you take out insurance relating to your Booking.

2.7 You acknowledge that you, as the person making the Booking Order, will be responsible for all members of your party and their actions during your stay.

2.8 You must be at least 21 years old at the time that you make the Booking Order.

2.9 By placing a Booking Order, you confirm that you are authorised to place the Booking Order and that all other members of the party agree that the Booking will be subject to these Terms.

2.10 Persons under the age of 21 must be accompanied by a person over the age of 21 during your stay.

2.11 You must provide your credit/debit card details prior to your stay to secure your Booking.

2.12 You have the right to occupy the Accommodation 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.

2.13 We can only discuss your Bookings (including any changes) with you. We cannot discuss the Booking with another member of your party, unless you give express consent in writing for us to do so.

- 2.14 Even if we have sent you a Booking Confirmation we have the right to terminate these Terms pursuant to Condition 14.1(a) where there are reasonable grounds to believe that:
- (a) you are likely to breach any of these Terms; and/or
  - (b) you have behaved in a vexatious, abusive, or unlawful manner to any of us or our staff or contractors.

### **3. Paying for your Accommodation**

- 3.1 You must pay us 30% of the total amount payable for your Booking at the time you place a Booking Order (the “**Deposit**”). You must then pay us the balance outstanding at least 10 weeks before the start of your stay (the “**Balance**”). For Bookings made less than 10 weeks before the first day of the rental period, you must pay us the total amount payable for your Booking at the time of the Booking Order.
- 3.2 If we decline your Booking Order pursuant to Condition 2.5 or Condition 2.8 we will reimburse you the full amount of the Deposit and/or the Balance (if applicable) in accordance with Condition 3.5.
- 3.3 If you fail to pay the Balance in full by the due date for payment of the Balance as set out in Condition 3.1. We will assume that you want to cancel your Booking if you fail to pay the Balance in full within 7 days of the due date for payment of the Balance and the cancellation charges in Condition 6 will apply.
- 3.4 The Deposit is not refundable except in accordance with Condition 3.2 and Condition 7.4.
- 3.5 Payments shall be made by credit/debit card. We do not accept any other payment method. Where applicable, we will make any refunds using the same payment method used for the original payment.

### **4. Pricing for our Accommodation**

- 4.1 We periodically review and amend the prices we charge for our Accommodation. For the most up to date pricing information please check our Site. We will confirm the price of your Accommodation at the time you make a Booking Order and in the Booking Confirmation.
- 4.2 The price applicable to your Booking will not be increased after we have issued you a Booking Confirmation except in cases of obvious pricing errors. You must

check the price and all other details of your Booking at the time you place a Booking Order.

- 4.3 All prices given in our on our Site (or in any brochures, leaflets or by telephone as the case may be) exclude VAT. If the VAT rates change, we reserve the right to change our prices accordingly.
- 4.4 All prices given on our Site (or in any brochures, leaflets or by telephone) include any charges for water, electricity, gas that may be applicable to the Accommodation selected.

## **5. Promotional Offers**

- 5.1 This Condition 5 is subject to the terms of any promotional offer that may be published by us on our Site.
- 5.2 Promotional offers will only be applied if they are valid and quoted at the time you place a Booking Order. Promotional offers cannot be combined or used retrospectively to apply to existing Bookings. In addition, we reserve the right to change or withdraw a promotional offer at any time by amending or removing details of these offers from the relevant sections of our Site.
- 5.3 Where we are unable to provide you with a discount or offer on your Booking due to this offer having been withdrawn or amended we will notify you that the offer is no longer available and a Booking Confirmation will not be issued.

## **6. Cancellations**

- 6.1 Your Booking with us is a contract for the provision of leisure accommodation on a specific date or dates and this means that you do not have a statutory right to change your mind and cancel your Booking. We do, however, offer you the right to cancel your Booking subject to the provisions of this Condition 6.
- 6.2 If you wish to cancel a Booking you must let us know via your online account which can be accessed <https://secure.mystayplanner.com/mycottagesinstives/> or alternatively by emailing [info@mycottagesinstives.co.uk](mailto:info@mycottagesinstives.co.uk) as soon as possible and, in any event, prior to the first day of your Booking. Your Booking will be cancelled with effect from the day we receive your notification email or the day we receive the notification from your online account (as the case may be) and the Deposit may not be refunded. We will consider a transfer of a Booking or a refund of a Deposit in exceptional circumstances but we do so acting in our sole discretion and our decision is final.
- 6.3 If you cancel your Booking more than 10 weeks prior to your Booking start date, we will refund you any monies that you have paid to us in respect of the total amount due for your Booking, other than the Deposit. We are unable to accept cancellations less than 10 weeks prior to the Booking start date and the Balance will not be refunded in such circumstances.
- 6.4 If you cancel your Booking after the Booking start date, we will not issue you any refund for any remaining nights of your Booking. To clarify, this includes when you cancel your Booking for any reason outside of your reasonable control, including without limitation, inclement weather, illness, pandemic, epidemic and travel restrictions.

## **7. Booking alterations**

- 7.1 If you want to change any detail of your Booking you must let us know as soon as possible via your online account which can be accessed on <https://secure.mystayplanner.com/mycottagesinstives/>. For the avoidance of doubt, once you have paid your Deposit and a Booking Confirmation has been issued by us, you are unable to amend any material aspect of your Booking including but not limited to the start date or the duration of your Booking.
- 7.2 We cannot guarantee that we will be able to meet any request for changes.
- 7.3 We do not expect to have to make changes to your Booking, however sometimes Bookings have to be changed or cancelled. We will only change or cancel your Booking:
- (a) if necessary to perform or complete essential remedial or refurbishment works; or
  - (b) for other reasons unforeseen at the time you made your Booking which are beyond our reasonable control, as set out in Condition 16.
- 7.4 If we need to change or cancel your Booking for the reason set out in Condition 7.3 (a) we will do our best to offer you a suitable alternative Booking. If we are not able to offer you a suitable alternative, or if you do not accept the alternative we offer, the Booking will be deemed cancelled and we will refund you the total amount you have paid us for the Booking. We will not be liable to you for any other losses that you suffer as a result of that change or cancellation.
- 7.5 If we need to change or cancel your Booking for the reason set out in Condition 7.3(b), the terms of Condition 16 will apply.
- 7.6 It is recommended that you obtain appropriate travel insurance for all members of your party. This should ideally cover illness, cancellation and injuries during your stay.
- 7.7 No refunds are payable in the event that you decide to reduce the length of your stay.

## **8. Special Requests**

- 8.1 Special requests (e.g. special bedding requirements) must be made prior to placing a Booking Order or in your Booking Order. We cannot guarantee that we will be able to meet any special request.

## **9. Visitor standards and behaviour**

- 9.1 You will be provided with a Welcome Folder at your Accommodation that contains important information about your stay with us. Please ensure that you and each member of your party read the Welcome Folder carefully on arrival and abide by its contents.
- 9.2 You must only use the Accommodation for the purposes of your holiday. You must not use the Accommodation for any other purpose, including for any business purposes, or open parties, without our prior written consent.

- 9.3 You must not sublet the Accommodation or any part thereof or otherwise allow anyone to stay in it who we have not previously accepted as a member of your party.
- 9.4 You and your party must not collectively exceed the maximum occupancy limit for your Accommodation and must abide by the terms set out in Condition 10.
- 9.5 You must keep the Accommodation and its contents clean and tidy and leave it in the same condition as when you arrived.
- 9.6 You must not use the Accommodation, or allow it to be used, for any dangerous, offensive, noisy, illegal or immoral activities. You must not cause any nuisance or annoyance to any neighbours or anyone else during your stay.
- 9.7 You must not use the Accommodation for hen and/or stag parties.
- 9.8 Smoking is not permitted in any part of your Accommodation. Please note smoking includes the use of vapours and/or e-cigarettes. You and your party must not smoke inside your Accommodation. You and your party must not use candles, fireworks or Chinese lanterns at your Accommodation. You and your party must not use a barbecues at your Accommodation unless we have provided one.
- 9.9 You must only use the gas burners installed at the Accommodation in accordance with the instructions found in the Welcome Folder. You must not light any other fires anywhere at the Accommodation.
- 9.10 Dogs are permitted at Juliot provided that:
- (a) you tell us at the time of booking that you wish to bring the dog;
  - (b) the dogs are small and crate-trained (both of which shall be determined by us);
  - (c) children, toddlers and/or babies are not left alone with the dog;
  - (d) the dog is not allowed on the beds or on furniture;
  - (e) the dog is not allowed in any shared facilities;
  - (f) the dog is not left unattended in the property; and
  - (g) dog waste is disposed of in a hygienic and timely manner, including its removal from the garden before checking out.
- 9.11 Iris and Wella do not permit dogs. For the avoidance of doubt, where your Booking is for The Garth, dogs are only permitted in accordance with Condition 9.10 above.
- 9.12 Notwithstanding Condition 9.10 and 9.11, assistance dogs are permitted in the Accommodation; but you must notify us that you wish to bring an assistance dog prior to or at the time of submitting your Booking Order.
- 9.13 No domestic pets or animals are permitted at the Accommodation except as set out in Conditions 9.10, 9.11 and 9.12.

## **10. Maximum occupancy for the Accommodation**

- 10.1 You must ensure that the maximum number of persons occupying the Accommodation does not exceed the maximum occupancy limits set out on our Site. You must not bring additional camp beds to the Accommodation or allow tents, caravans or campervans at the Accommodation. For the purposes of occupancy limits, a child over the age of 2 is considered an occupant.
- 10.2 We set maximum occupancy limits in line with the facilities, space and equipment available at the relevant Accommodation in order to comply with applicable health and safety and regulatory requirements. As such, we reserve the right to require you to leave the Accommodation (without any compensation or refund) if you exceed the maximum occupancy limits as described in this Condition 10.

## **11. Damage to the Accommodation and its contents**

- 11.1 If you discover that anything is missing or damaged on arrival at your Accommodation you must immediately notify the on-call housekeeper whose telephone number is in the Welcome Folder. If you do not notify the on-call housekeeper about anything missing or damaged, we reserve the right to seek compensation from you if we, acting reasonably, determine that you or your party caused the relevant damage or loss. This Condition 11.1 excludes any damage caused by fair wear and tear and the cost of any damage which we are able to recover under our insurance policies.
- 11.2 You will be responsible for the cost of any damage to the Accommodation or its contents caused by you or by any member of your party or animal brought with you.
- 11.3 If we determine that additional cleaning is required (as determined by us), you will be liable to us for the cost of that cleaning.
- 11.4 If it is proven that damage is directly attributable to you or your party or additional cleaning is required as determined by us then we have the right to reclaim all and any costs incurred from you in full relating to any repairs, replacement, cleaning or loss in future Bookings arising as a consequence. Initial costs of up to £5,000 we will seek to recover from the credit/debit card that you used to secure your Booking in accordance with Condition 2.11 or the credit/debit card that you used to pay either the Balance and/or the Deposit (as the case may be). If your card declines this payment or where the costs exceed this amount, we will notify you in writing and you must pay us all amounts owed within 7 days of the date of our written notification. If you do not make payment in full by this date, we reserve the right to initiate a civil claim against you for monies owed, which, in this instance, shall include the right to recover any expenses we incur in seeking to recover these costs.

## **12. Problems or complaints**

- 12.1 If during your stay you have any problems with the Accommodation, please contact us on the telephone number and/or email address in the Welcome Pack immediately. We will work with you to ensure that any complaints are investigated and resolved as promptly and efficiently as possible.

- 12.2 If you have an unresolved complaint at the end of your stay please contact us on the telephone number and/or email address in the Welcome Pack.
- 12.3 In considering any complaint we will take into account whether we have been given the opportunity to investigate it and put matters right.
- 12.4 Please note that we will not tolerate any written, verbal or physical abuse towards any of our staff, contractors or representatives.

### **13. Our rights of access**

- 13.1 Our staff, contractors and representatives may need to access the Accommodation if there is an unforeseen problem, to investigate a complaint you have made, or to perform certain routine property checks. If this happens, we will do our best to let you know in advance of the date and time that our staff, contractors and representatives will need access.
- 13.2 If we do need to access your Accommodation for any reason, we will always seek to do so at a reasonably convenient time (other than in the event of an emergency).
- 13.3 You will not obstruct us, our staff, contractors or representatives if we seek to exercise our rights under this Condition 13.

### **14. Our right of termination**

- 14.1 We may terminate our Booking with you and (if applicable) ask you to leave your Accommodation immediately (without any compensation being payable) if:
- (a) we consider that you or any member of your party have committed, or have reasonable grounds to believe that you are likely to commit, a serious breach of these Terms;
  - (b) we consider that your or any member of your party's behaviour endangers the safety of other visitors or staff;
  - (c) any complaints are made of anti-social or unacceptable behaviour against you or any member of your party which we reasonably determine are valid based on the available evidence;
  - (d) you or a member of your party cause damage to the Accommodation or its contents; or
  - (e) you and your party collectively exceed the maximum occupancy limit for your Accommodation.

### **15. Our liability to you**

- 15.1 If we fail to comply with these Terms, we are responsible for loss or damage you suffer that is foreseeable as a result of our breach of these Terms or our negligence, but we are not responsible for any loss or damage that is not foreseeable. Loss or damage is foreseeable if it is an obvious consequence of



our breach or if it was contemplated by you and us at the time we entered into these Terms.

- 15.2 Nothing in these Terms is intended to limit our liability for:
- (a) death or personal injury caused by our negligence;
  - (b) fraud or fraudulent misrepresentation on our part; or
  - (c) any breach of the terms implied by Section 10, 11 and 13 of the Consumer Rights Act 2015.
- 15.3 Nothing in these Terms will affect your legal rights in respect of your booking. For a fuller explanation of your legal rights please visit the Citizens Advice website [www.adviceguide.org.uk](http://www.adviceguide.org.uk) or call 03454 04 05 06.
- 15.4 Information that we provide on our Site is intended to provide you with a general impression of the Accommodation. Not all detail of the Accommodation can be included on the Site. There may be minor differences between the Accommodation and its description on the Site.
- 15.5 We do not accept liability for any changes or closures to local services, attractions or places of interest that are mentioned on our Site or in our brochures or advertising materials. We provide such information to give you ideas about possible places of interest.
- 15.6 We do not accept liability for noise or disturbance which comes from beyond the boundaries of the Accommodation. If this is an issue, you should contact us on the telephone number and/or email address set out in the Welcome Pack and we will use reasonable endeavours to provide a resolution.
- 15.7 We do not accept responsibility for the failure of public utilities such as water, gas and electricity. If this is an issue, you should contact us on the telephone number and/or email address set out in the Welcome Pack and we will use reasonable endeavours to provide a resolution.
- 16. Events beyond our control**
- 16.1 We will not be responsible for any failure to perform our obligations under these Terms that is caused by an event outside our control.
- 16.2 An event outside our control means any act or event that is beyond our reasonable control, including, without limitation, a severe weather event, drought, fire, explosion, storm, hurricane, flood, earthquake, subsidence, epidemic, pandemic, significant risk of disease or other natural disaster, strikes or industrial action by third parties, terrorist attack or threat of terrorist attack, war or threat of war, civil commotion, riot, invasion, or failure of public or private telecommunications network, or transport infrastructure failure and breakdown.
- 16.3 If Condition 16.1 applies, we will use reasonable endeavours to offer you a suitable alternative booking for alternative dates (“**Alternative Booking**”). If you do not accept the Alternative Booking we offer, the Booking will be deemed cancelled and the terms of Condition 6 will apply (including any applicable cancellation charges).

16.4 For the avoidance of doubt, where Government guidance restricts travel to or the use of the Accommodation, then we will cancel your Booking and provide a refund in full in relation to all monies paid to us by that date. We shall not however be liable for any other costs you may incur consequence of such cancellation. We do not provide any refunds where any/all members of your party are unable to travel due to Covid isolation and/or infections.

## **17. Check-in and departure times**

17.1 Your check-in and departure times will be set out in your Booking Confirmation. Normally, check-in is available from 16:00 on the first day of your stay and departure is required before 10:00 on the last day of your stay.

17.2 If you or any member of your party do not leave the Accommodation by the required departure time we reserve the right to charge you for an additional night at the rates set out on the Site.

## **18. Property left at Accommodation**

18.1 If you or any member of your party leaves any of your possessions behind at your Accommodation, please contact us as soon as possible. We reserve the right to charge you for any storage and delivery costs that we incur in relation to your lost property.

18.2 We charge a lost property charge of £10 to cover our administrative costs and standard Royal Mail delivery up to 2kgs in the UK to return your items to you.

18.3 Notwithstanding Condition 18.2, if a request to return your items deviates from the conditions described in Condition 18.2, then we reserve the right to charge you any additional costs.

18.4 Where possible, we will hold lost property for 1 month for smaller items and 2 weeks for those that we determine are difficult to store. After this time the lost property will be disposed of, acting in our sole and reasonable discretion. Perishables will be disposed of immediately and are therefore unreturnable.

18.5 We will only be able to return items which the Royal Mail permits to be posted.

## **19. Data Protection**

19.1 We may communicate with you from time to time about your Booking and your experience with us and will use your personal data in accordance with our [Privacy Policy](#).

19.2 If you wish to alter the way we communicate with you at any time, you should notify us via the "Contact Us" option on the Site.

19.3 For more detail please see our [Privacy Policy](#).

## **20. Entire Agreement**

20.1 These Terms constitute the entire agreement between you and us and supersedes and extinguishes all previous promises, representations and undertakings.

20.2 No one other than a party to these Terms shall have any right to enforce any of its Conditions.

**21. Severance**

21.1 If any provision of these Terms (or part of any provision) is or becomes illegal, invalid or unenforceable, the legality, validity and enforceability of any other provision of these Terms shall not be affected.

**22. Waiver**

22.1 No failure, delay or omission by either you or us in exercising any right, power or remedy provided by law or under these Terms shall operate as a waiver of that right, power or remedy, nor shall it preclude or restrict any future exercise of that or any other right, power or remedy.

22.2 No single or partial exercise of any right, power or remedy provided by law or under these Terms shall prevent any future exercise of it or the exercise of any other right, power or remedy.

22.3 A waiver of any term, provision, condition or breach of these Terms shall only be effective if given in writing and signed by the waiving party, and then only in the instance and for the purpose for which it is given.

**23. Third Party Rights**

23.1 A person who is not a party to these Terms shall not have any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any of the provisions of these Terms.

**24. Governing law and jurisdiction**

24.1 These Terms are governed by English law. You and we both agree to submit to the exclusive jurisdiction of the English courts.