UNIQUE HOMESTAYS
EST. 2001

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STANLEY LAIN HOUSE, TREBUDANNON, NEWQUAY, CORNWALL TR8 4LP.
COMPANY NO. 4502158 | VAT NO. 945 1850 12

## Property Specific Terms and Conditions

Dogs to be kept on leads whilst around the farm due to livestock.

## Unique Home Stays Ltd Booking Terms and Conditions

Please read these Booking Terms and Conditions as they are important and govern what is expected of you, us, and the Owner.

We strongly advise you 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 Unique Home Stays Ltd (Company Number 04502158) of Stanley Lain House, Trebudannon, Newquay, Cornwall, TR8 4LP 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 our customer service team at +44 (0) 1637 881183.

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**1. DEFINITIONS**

To be clear the following words will have the meanings given below:

'Booking' means your request to stay at the Property once it has been confirmed by us.

'Cautionary Deposit' the deposit paid by you to cover any damage to the Property or loss of contents or keys and excessive or incorrect use of facilities.

'Check-in time' the date and time when the Property will be made available to you.

'Check-out time' the date and time when the Property should be vacated by you as set out in the Booking.

'Holiday' the period of time when the Owner provides the Property to you as set out in the Booking.

'Owner' the owner of the Property (or their representative) whose details will be provided to you upon request.

'Party List' the list of people including you (limited to the maximum number notified under clause 4.1.2) who will share the Property to be provided in accordance with clause 2.8

'Property' the accommodation specified in your Booking.

'Property Specific Terms' specific rules applicable to a Property provided to you by us or the Owner; and

'you' the person (and members of your party) who stay at the Property for the Holiday.

**2. THIS CONTRACT**

2.1 These are the terms and conditions on which your Booking is made and your Holiday will be provided to you.

2.2 When you submit a booking form to us, we and the Owner are under no obligation to accept that booking.

2.3 We will provide you with written confirmation once we have, acting as agents for the Owner, accepted your Booking and upon acceptance, these terms and conditions become binding on us, you, and the Owner. To be clear: Booking is a contract between you and the Owner – we act only as the Owner's agent.

2.4 Once we have confirmed your Booking you will only be able to cancel in accordance with clause 7 below. However, if you contact us, we may be able to extend your Holiday or change the identity of or the number of persons in your party, but this is subject to availability and the Owner's agreement. Accordingly, we cannot guarantee that this will always be possible.

2.5 You are responsible for ensuring the details you provide on the booking form you submit to us are correct and whilst we will try to assist you, we cannot be liable for mistakes in information that you have given to us.

2.6 Every Booking has a reference number. Please quote this number in all correspondence with us relating to the Booking.

2.7 If you make a telephone booking, we will provide you with confirmation of the Booking over the phone and in writing after the call.

2.8 You agree that you will provide a Party List prior to arrival.

2.9 You agree to arrive at or after the Check-in time (usually 4pm but please check the property details) for the Booking (unless you notify us otherwise and we agree the same in advance).

2.10 The Property will not be available at any time outside of the Holiday and we may retain the Cautionary Deposit or otherwise charge you a reasonable sum for any costs incurred by us or the Owner if you have not left the Property at the Check-out time.

2.11 You confirm that the person making the Booking is over the age of 18.

2.12 You appreciate that, while we keep our illustrations, photographs and other imagery as up to date as possible, they are only illustrative and are subject to change.

**3. OWNER'S OBLIGATIONS**

3.1 Once your Booking has been confirmed, the Owner agrees to provide the Property to you for your Holiday, subject to these Terms and Conditions.

3.2 The Owner agrees to meet the standards required by us and you should inform the Owner if you have any concerns.

**4. YOUR HOLIDAY AND WHAT IS PERMITTED**

4.1 General

4.1.1You agree to take proper care of the Property and its contents during your Holiday, including leaving the property in a clean and tidy state (please see FAQs) on departure, and we may deduct costs from your Cautionary Deposit if you fail to do so.

4.1.2 You will be notified of the maximum number of people who are permitted in the Property and you may not exceed that number. No-one other than the individuals listed in the Party List may stay in or (without the Owner's permission) visit the Property. A change of guests during the stay is subject to the Owner's permission.

4.1.3 If you chose the 'Alternative Group Option' you will be allocated an appropriate number of bedrooms. If you use any extra bedrooms the cost of the additional use will be deducted from your Cautionary Deposit and then, if there is a shortfall, your credit or debit card.

4.1.4 The Owner only permits the Property to be used for domestic and private use. If you do wish to use the Property for a commercial purpose, please contact us before booking.

4.2 Property Specific Terms

4.2.1 The Property may have Property Specific Terms which will be provided to you prior to Booking. You must abide by these during your Holiday.

4.3 Pets

Pets are only permitted in the Property if specified within the Booking. Any additional charges for the pets will be notified to you in advance of the Booking.

4.4 No Smoking

Smoking is strictly prohibited at the Property.

4.5 Broadband

Where broadband is provided, there is no guarantee of a minimum speed, unrestricted bandwidth, or uninterrupted provision. We and the Owner cannot be held liable for any failure in the broadband access.

**5. PRICE AND PAYMENT**

5.1 The price of your Holiday including any Cautionary Deposit and any extras (e.g. pet fees) will be notified to you prior to your request to book being confirmed.

5.2 We will confirm the dates for payment and the price of your Holiday at the time of Booking and you must ensure that you make the payments on time.

5.3 Payment may be made by debit card, credit card, or bank transfer.

5.4 Bank transfers must be in cleared funds by the deadlines for payment and in the currency shown in the Booking. Any bank or transfer charges shall be borne by you.

5.5If you fail to pay any sums (including the Cautionary Deposit) by the due date we may either charge your debit or credit card for the amount owing plus an administration charge of £30 or we may cancel your Holiday and use any monies paid to cover the costs incurred by you breaching these terms and conditions.

5.6You will not be permitted to have access to the Property if there is any sum (whether Cautionary Deposit or otherwise) outstanding at the Check-in time and clause 5.5 above will apply.

**6. CAUTIONARY DEPOSIT**

6.1 You will be informed of the amount of the Cautionary Deposit to be paid at the time of Booking.

6.2 The Cautionary Deposit must be paid one week before the Check-in time. If your Check-in time is between the last Friday in December and the first Friday in January, the Cautionary Deposit will be due no later than the 18th December.

6.3 The Property will be assessed after your Holiday. If no excessive cleaning is required, or loss or damage is discovered, we will provide you with a full refund of the Cautionary Deposit. Otherwise, if any excessive cleaning, loss or damage is discovered then you will be informed of the amount to be deducted from the Cautionary Deposit.

6.4If any proportion of the Cautionary Deposit is retained, or a further charge is made under this clause 6 and you dispute the same, we will provide you with the Owner's contact details and you will be required to resolve the issue directly with them.

**7. YOUR RIGHTS TO CANCEL**

7.1 Any cancellation must be in writing and will only be effective once we send written confirmation of the cancellation to you. Please see clause 8 for your entitlement to refunds and clause 2.4 relating to changes.

7.2 When we confirm your cancellation in writing we will provide you with details of what (if anything) is owing to you and any deductions we have made.

7.3 We strongly recommend that you take out travel insurance at the time of making the Booking with cancellation cover. Whilst we allow you to cancel your Holiday, we cannot guarantee that we will be able to refund any part of the payments you have already made.

7.4 If you are unable to travel to the Property for any reason, or do not arrive on the day of Check-in without notifying us, this will be treated as a cancellation under this clause 7.

**8. REFUNDS**

8.1 Whenever you cancel, if we are still responsible for marketing the property we will try and rebook the dates. If we are not then responsible for marketing, then the Owner will provide a partial refund.

8.2 If your dates (or part of them) are rebooked you will be entitled to a refund of all payments you have made to us minus:

(a) any reduction in the value per night of the new booking compared with the rate charged to you for your nights; and

(b) a £30 cancellation charge.

8.3 If your dates cannot be rebooked then:

If you cancelled

8.3.1 Eight weeks or more prior to the Check-in date

We will retain the deposit you paid at the time of Booking.

8.3.2 Less than eight weeks to the Check-in date

We will retain all payments made and you will be liable for any outstanding balance payment.

8.4 Cancellations received after 12 noon are not effective until the following working day.

**9. THE OWNER'S RIGHT TO CANCEL**

9.1 The Owner may have to cancel a Booking prior to the Check-in time due to an event outside their control (such as fire, flood, failure of utilities or legislation) or if the Property will be unavailable as a result of a sale and we will contact you as soon as possible to let you know if this happens. We will try and 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. This does not apply where you cancel because

you are unable to travel or stay at the property as a result of the COVID – 19 pandemic or other legal requirement affecting you; only where the Owner cancels because they are not permitted to have guests at the Property.

9.2 Clause 9.1 states your sole and exclusive rights and remedies, and the Owner's and our entire obligations and liability, if cancellation occurs under clause 9.1.

**10. LIABILITY**

10.1 Neither we nor the Owner's liability is limited for:

(a) death or personal injury caused by the negligence of either of us;

(b) fraud or fraudulent misrepresentation; or

(c) breach of the terms implied by the Consumer Rights Act 2015.

10.2 If we or the Owner fail to comply with these terms and conditions, we and the Owner will each respectively be responsible for any loss or damage you suffer that is a foreseeable result of our or the Owner's breach of the terms or negligence, but neither of us are responsible for any loss or damage that is not foreseeable. Loss or damage is foreseeable if they were an obvious consequence of our or the Owners' breach or if they were contemplated by you and us when we entered into this Booking.

10.3 Subject to clause 10.1, we and the Owner are not responsible for any transport and/or alternative accommodation costs or for loss or damage to any of your items, belongings, or vehicles.

10.4 To be clear, we shall not be liable for any loss or damage you suffer due to the breach of these terms by, or the negligence of, the Owner and the Owner shall not be liable to you if we breach these terms or are negligent.

**11. HOW WE USE YOUR PERSONAL INFORMATION**

11.1 We will only use your personal information as set out in our Privacy Policy.

11.2 We will only provide our marketing to you where you have notified us that you wish to receive our marketing.

**12. GENERAL**

12.1 You acknowledge that the Owner may enforce any and all of these terms and conditions against you.

12.2 Except for you, us and the Owner, no other person shall have any rights to enforce any of its terms.

12.3 These terms shall be governed by and construed in accordance with English law and the courts of England & Wales shall have exclusive jurisdiction.