



## Terms of Business and Licence to Occupy Gwelmor Holiday Cottage

### Agreed terms

#### 1. Interpretation

The following definitions and rules of interpretation apply in this contract and licence.

##### 1.1 Definitions:

**Accommodation:** all that land and buildings known as Gwelmor Holiday Cottage which shall include all fixtures and fittings thereon;

**Booking Deposit:** shall have the meaning given to it at clause 6.2;

**Cancellation Charge:** shall have the meaning given to it at clause 9.2.

**Common Parts:** such roads, paths, entrance halls, corridors, lifts, staircases, landing and other means of access in or upon the use of the Accommodation which is necessary for obtaining access to and egress from the Accommodation as designated from time to time by us;

**Contract:** the contract consisting of these terms together with any licence to occupy granted at clause 4;

**Fee:** the amount given in the Order Confirmation, together with any additional charges arising out of this contract and licence;

**Holiday Period:** from the time and date of Check-In until the time and date of Check-out;

**Order Confirmation:** shall have the meaning given to it under clause 2.4;

**Permitted Use:** use of the Accommodation as self-catering, short-term holiday accommodation;

**Security Charges:** shall have the meaning given to it under clause 6.4;

**Security Deposit:** shall have the meaning given to it under clause 6.4;

**Service Media:** all media for the supply or removal of heat, electricity, gas, water, sewage, air-conditioning, energy, telecommunications, data and all other services and utilities and all structures, machinery and equipment ancillary to those media;

**VAT:** value added tax chargeable under the Value Added Tax Act 1994 and any similar replacement tax and any similar additional tax.

- 1.2 Clause, Schedule and paragraph headings shall not affect the interpretation of this Contract.
- 1.3 A **person** includes a natural person, corporate or unincorporated body (whether or not having separate legal personality).
- 1.4 Unless the context otherwise requires, words in the singular shall include the plural and in the plural shall include the singular.
- 1.5 A reference to laws in general is a reference to all local, national and directly applicable supra-national laws as amended, extended or re-enacted from time to time and shall include all subordinate laws made from time to time under them and all orders, notices, codes of practice and guidance made under them.
- 1.6 Unless otherwise specified, a reference to a statute or statutory provision is a reference to it as amended, extended or re-enacted from time to time and shall include all subordinate legislation made from time to time under that statute or statutory provision and all orders, notices, codes of practice and guidance made under it.
- 1.7 A reference to **writing** or **written** excludes fax but includes e-mail.
- 1.8 Any obligation on a party not to do something includes an obligation not to allow that thing to be done and an obligation to use best endeavours to prevent that thing being done by another person.
- 1.9 References to clauses are to the clauses of this Contract.
- 1.10 Any words following the terms **including, include, in particular, for example** or any similar expression shall be construed as illustrative and shall not limit the sense of the words, description, definition, phrase or term preceding those terms.
- 1.11 Unless expressly provided otherwise, your obligations and liabilities under these terms are joint and several.
- 1.12 A **working day** is any day which is not a Saturday, a Sunday, a bank holiday or a public holiday in England.

## **2. Our contract with you**

- 2.1 The Contract for a short-term holiday rental will be between of the owners of the Accommodation, trading as Gwelmor Holiday Cottage (referred to as "**us**" or "**we**") and

the person making the booking (referred to as “**the Booker**”, “**you**”, “**your**”) under the following terms.

- 2.2 We are a member of the Professional Association of Self Caterers (PASC).
- 2.3 The Booker is wholly and entirely responsible for the strict adherence of all Permitted Holiday Party members and any other visitors to the Accommodation to these terms, specifically the undertakings at clause 5.
- 2.4 **How we will accept your reservation.** Our acceptance of your reservation will take place when we email you to accept it with our confirmation (**Order Confirmation**), at which point a contract will come into existence between you and us. Any reservation by you using our online booking system does not create a contract until we email you to confirm it.
- 2.5 **If we cannot accept your reservation.** If we are unable to accept your reservation, we will inform you of this and will not charge you for the reservation.
- 2.6 **Your reservation number.** We will assign a reservation number to your reservation. Please refer to this number when you contact us for any reason.
3. **The Accommodation.**
  - 3.1 **Accommodation Address.** Gwelmor, Long Park Drive, Widemouth Bay, north Cornwall EX23 0AN.
  - 3.2 **Accommodation may vary slightly.** The images, description and inventory of the accommodation on our website are for illustrative purposes only. Although we have made every effort to display and describe the accommodation and its contents accurately, the facilities, contents and services may alter from time to time. We reserve the right to alter or improve the Accommodation, contents, facilities or services that are not material to the booking without notice.
  - 3.3 **Availability of Service Media.** Due to the rural location of the accommodation, we make no warranty or guarantee as to the level of service you shall receive by non-essential Service Media such as the reliability or speed of any internet connection.
  - 3.4 **Pets.** We are a dog friendly business and welcome well-behaved dogs to our accommodation (other pets may be permitted by our advance agreement only). Pets must be booked in and paid for in advance. We charge £20 per dog, per reservation. You are not permitted to have more than three pets in occupation at the Accommodation at any time. We reserve the right to refuse any pet for any reason. This clause does not apply to service animals who are welcome without additional charge at any time.

- 3.5 **Check-in and Check-out times.** The Accommodation (unless otherwise stated above) shall be available for occupation from 5.00pm on the date of Check-in and must be vacated by 10.00am on the date of Check-out. These are strict times and additional charges will be applied where you arrive at the Accommodation early or check out of the Accommodation late.
- 3.6 **Changeover.** Unless otherwise agreed between the parties, the booking shall be for a minimum of 7 days which changeover day on each Friday.
- 3.7 Any vehicles, baggage and personal belongings left at the Accommodation remain at your risk at all times.

#### **4. Licence to occupy**

- 4.1 Subject to clause 5 and clause 9 and us being in receipt of the Fee in accordance with Clause 6, we permit you and the Permitted Holiday Party to:
- (a) occupy the Accommodation for the Permitted Use during the Holiday Period together with the rights mentioned in this Contract;
  - (b) use any Common Parts on a non-exclusive basis during the Holiday Period for the purpose of access to and egress from the Accommodation as shall be designated by us for such purpose from time to time; and
  - (c) use the Service Media serving the Accommodation during the Holiday Period.
- 4.2 You acknowledge that:
- (a) you and the Permitted Holiday Party shall occupy the Accommodation as a licensee and that no relationship of landlord and tenant is created between any party or member of the Permitted Holiday Party by this licence;
  - (b) we retain control, possession and management of the Accommodation at all times;
  - (c) we shall be allowed reasonable right of entry to the Accommodation at all reasonable times for purposes of inspection or to carry out any necessary repairs or maintenance; and
  - (d) the licence to occupy granted by this Contract is personal to you and is not assignable and the rights given in clause 4 may only be exercised by you.

#### **5. Your obligations**

- 5.1 You agree and undertake:

##### **PRIOR TO YOUR STAY**

- (a) to pay to the us the Fee payable without any deduction in advance of the Holiday Period;
- (b) be at least 18 years of age at the time of booking;

**DURING YOUR STAY**

- (c) to personally stay at the accommodation throughout the Holiday Period;
- (d) to keep the Accommodation clean, tidy and clear of rubbish;
- (e) to not permit any single-sex group exceeding 3 persons to occupy the Accommodation at any time unless we have provided our advance permission in writing;
- (f) not to use the Accommodation other than for the Permitted Use;
- (g) not to make any alteration or addition whatsoever to the Accommodation;
- (h) not to do or permit to be done on the Accommodation anything which is illegal or which may be or become a nuisance (whether actionable or not), annoyance, inconvenience or disturbance to the or any owner or occupier of neighbouring property;
- (i) not permit overnight guests to the Accommodation who are not Permitted Holiday Party members. Any day-time visitors shall not exceed 6 persons and must adhere to the obligations under this clause;
- (j) not use any fireworks at the accommodation without written permission;
- (k) not permit any smoking within the Accommodation (including the use of Vapes and e-cigarettes);
- (l) not to cause or permit to be caused any damage to:
  - (i) the Accommodation or any neighbouring property; or
  - (ii) any property of the owners of the Accommodation or any neighbouring property;
- (m) if you have young children, to protect all mattresses by using waterproof mattress protectors. Please inform us of the number of protectors needed prior to your arrival and the same shall be provided to you;
- (n) not to obstruct the Common Parts including but not limited to the shared driveway where you must always park to the left of the blue line;
- (o) not exceed three cars on site at the Accommodation at any one time;
- (p) not exceed the maximum number of persons stated on our website to the occupy the Accommodation at any time, unless by prior arrangement with us. We reserve the right to charge an additional occupant charge per additional occupant whereupon the occupant shall form the Permitted Holiday Party;

- (q) to observe any rules and regulations we make and notify to you from time to time governing your use of the Accommodation and the Common Parts;
- (r) to remove goods including but not limited to personal items belonging to you or the Permitted Holiday Party at the end of the Holiday Period;
- (s) to reimburse us on demand for the cost of replacement or repair of the Accommodation and its contents where damage occurs during the Holiday Period (excluding reasonable wear and tear);
- (t) to reasonably and lawfully use all Service Media; and
- (u) ensure that any animal (including pets and service animals) staying at the accommodation is house-trained, kept under proper control and not left unattended in the Accommodation at any time. You will be held financially liable for any damage caused, or additional cleaning required, to the Accommodation, its contents or garden caused by any animal in your care.

5.2 You shall indemnify us and keep us indemnified against all losses, claims, demands, actions, proceedings, damages, costs, expenses or other liability in any way arising from:

- (i) this Contract; or
- (ii) any breach of your undertakings contained in 5.1;

**("Your Default")**

## **6. Payment**

6.1 We accept payment with all major credit and debit cards excluding American Express.

6.2 **Booking Deposit.** You must make a booking deposit payment of 25% of the Fee within 7 calendar days of booking (**Booking Deposit**).

6.3 **Paying the balance.** We will invoice you for the balance of the Fee less any Booking Deposit paid by you, six weeks before the Check-in date. You will not be given access to the Accommodation without the Fee being paid in full in cleared funds. Where the reservation is made within six weeks of the check-in date, payment will be due in full within 24 hours of booking.

6.4 **Security Deposit.** You must pay an additional security deposit equating to 10% of the Fee at the time of booking (**Security Deposit**). This Security Deposit shall be offset against any additional charges incurred by you as a result of Your Default under Clause 5.2 (**Security Charges**). A refund will be processed within 7 days of Check Out, subject to a resolution being found to any disputes between us. Where Security Charges exceed the Security Deposit, you remain liable for those Security Charges and we shall separately invoice you for any excess balance.

6.5 We will pass on changes in the rate of VAT. If the rate of VAT changes between your booking date and the date of Check-in, we will adjust the rate of VAT that you pay, unless you have already paid in full before the change in the rate of VAT takes effect.

6.6 You shall pay to the us interest on any overdue payments at the rate of 4% per cent per annum above the base rate of Santander from time to time calculated on a daily basis from the due date until payment if you should fail to pay the Fee or any other payments due under these terms within 7 days of the due date (whether formally demanded or not).

**7. Insurance**

7.1 We strongly advise that you should take out comprehensive travel insurance to cover our stay at the Accommodation, even if you are a UK resident. If you choose not to then you accept responsibility for any loss that you may incur due to your cancellation.

**8. Complaints and problems.**

8.1 If you have any urgent problems or issues with the accommodation during your stay, please contact us as soon as the problem becomes apparent by calling our emergency number 07711 264087.

8.2 If you have any questions or complaints regarding your stay, please contact us. You can telephone our customer service team at 07711 264087 us at gwelmor@mail.com.

**9. Postponement, Cancellation and Termination**

9.1 **Postponement.** You may postpone your booking within 30 days of check-in subject to availability. The postponement date must not exceed 6 months from the original date of check-in and you will be liable for any increase to the Fee where the advertised price for the new Holiday Period is higher. There will be no refund due to you where the advertised price for the new Holiday Period is lower.

**CANCELLATION POLICY**

9.2 **Cancellation Charges.** In the event of your cancellation, we shall use reasonable endeavours to re-book the Accommodation for the same Holiday Period but we reserve the right to charge a cancellation fee. Any sums already received by us (including any Booking Deposit) under this Contract will be deducted from the cancellation fee. The cancellation fee shall be:

<b>Cancellation Date:</b>	<b>Cancellation Fee:</b>
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1 week or less until Check-in and during the Holiday Period.	Up to 100% of the Fee
2 weeks to 1 weeks until Check-in	Up to 85% of the Fee
3 weeks to 2 weeks until Check-in	Up to 60% of the Fee
4 weeks to 3 weeks until Check-in	Up to 40% of the Fee
5 weeks to 4 weeks until Check-in	Up to 30% of the Fee

**(“Cancellation Charge”)**

9.3 Where a Cancellation Charge exceeds the Booking Deposit, you remain liable for the Cancellation Charge and we shall separately invoice you for any excess balance.

**OTHER CANCELLATION TERMS**

9.4 **COVID 19.** If you are unable to stay with us because the area you are travelling from, or to, has issued a COVID travel ban, or you test positive for Coronavirus, we will offer you the opportunity to change your dates. There will be no refund due to you if the new Holiday Period is cheaper than the original Holiday Period and you will be liable to pay the price differential where the price is higher. Where this is not suitable, we will offer a cancellation and refund of any amount paid to us to date. No cancellation fees will apply.

9.5 **Your cancellation due to something we have done or are going to do.** You may cancel the Contract and may be entitled to a full refund if:

- (a) we have told you about a material change to the accommodation or these terms which you do not agree to; or
- (b) you have a legal right to end the contract because of something we have done wrong such as providing the accommodation without reasonable care and skill.

9.6 **Our right to cancel where payment isn’t received.** We reserve the right to cancel a booking where payment has not been received when due under the Contract, in which case the Booking Deposit shall be non-refundable, and we shall take steps to re-let the Accommodation for the Holiday Period.

9.7 **Our right to immediately terminate where you are in breach of your obligations.** We reserve the right to immediately, and without notice to you, terminate this Contract

where you are in breach of any of your obligations at clause 5.1. In the event of termination under this clause, you shall remain liable for the full Fee. In the event that you are occupying the Accommodation at the time of termination under this clause, you must vacate the Accommodation without delay.

- 9.8 **Force Majeure.** If for any reason we have to cancel your reservation in advance due to circumstances beyond our control for example fire, flood, exceptional weather conditions, epidemics, destruction/damage to the Accommodation (“**Force Majeure**”) you shall be refunded the Fee. Where the Force Majeure event takes place within the Holiday Period, you shall be refunded the apportioned Fee reflecting any unused Holiday Period.
- 9.9 Cancellations must be notified to and received by us in writing (preferably by email) and once received we will confirm and process your cancellation request.
- 9.10 This Contract shall end on the earliest of:
- (a) the Check-out date; or
  - (b) Immediate notice given by us to you at any time on breach of any of your obligations contained in clause 5.1.
- 9.11 Termination of this Contract shall not affect the rights of either party in connection with any breach of any obligation under this licence which existed at or before the date of termination.

## **10. Limitation of our liability**

- 10.1 Subject to clause 10.2, we are not liable for:
- (a) Save for our refund obligations under 9.8, any further losses, claims, demands, actions, proceedings, damages, costs or expenses or other liability incurred by you arising out of a Force Majeure event;
  - (b) the death of, or injury to the you or your invitees to the Accommodation (including but not limited to the Permitted Holiday Party) not caused by our negligence;
  - (c) damage to any belongings or property owned by you or your invitees to the Accommodation (including but not limited to the Permitted Holiday Party); or
  - (d) any losses, claims, demands, actions, proceedings, damages, costs or expenses or other liability incurred by you or your invitees to the Accommodation arising out of this Contract or in the exercise or purported exercise of the rights granted to you by this Contract.
- 10.2 Nothing in clause 10.1 shall limit or exclude our liability for:

- (a) death or personal injury or damage to property caused by negligence on our part or our employees or agents; or
- (b) any matter in respect of which it would be unlawful for us to exclude or restrict liability.

**11. Personal Information**

We will only use your personal information as set out in our [\[LINK TO PRIVACY POLICY\]](#).

**12. Third party rights**

A person who is not a party to this licence shall not have any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this licence.

**13. Governing law**

This licence and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the law of England and Wales.

**14. Jurisdiction**

Each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim arising out of or in connection with this licence or its subject matter or formation (including non-contractual disputes or claims).

This Contract has been entered into on the date stated at the beginning of it.