

# UNIQUE HOMESTAYS

EST. 2001

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LANTERN COTTAGE, TREBUDANNON, NEWQUAY, CORNWALL TR8 4LP.  
COMPANY NO. 4502158 | VAT NO. 945 1850 12

## Unique Home Stays Ltd Booking Terms and Conditions

Please take the time to read these Booking Terms and Conditions, we appreciate that it is tempting to skip the content but these things are important. We have written the Booking Terms and Conditions to describe clearly booking policies and procedures and to clarify the contractual relationship between you and the Owner of the property.

If you require any help or advice please contact us.

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### 1. DEFINITIONS

1.1 When the following words with capital letters are used in these Terms, this is what they will mean:

1.1.1 Accommodation: the period of time for which We provide accommodation at the Property to You as set out in the Booking and agreed by Us;

1.1.2 Booking: your request for the Accommodation as made via our website booking form or over the phone;

1.1.3 Check-in Date: the date (and time) on which the Accommodation will begin and the Property will be made available to you;

1.1.4 Event Outside Our Control: is defined in clause 11;

1.1.5 Owner: the owner of the Property (or their representative) whose details may be provided to you upon written request for the same;

1.1.6 Property: the property as defined within the Booking;

1.1.7 Property Specific Terms: specific restrictions applicable to a Property as provided to You by Us or the Owner;

1.1.8 Terms: the terms and conditions set out in this document, the Property Specific Terms and any other terms provided to you by Us or the Owner; and

1.1.9 We/Our/Us: Unique Home Stays Limited, a company registered in England and Wales with company registration number 04502158 whose registered office address is Lantern Cottage, Trebudannon, Newquay, TR8 4LP with VAT number 945 1850 12.

1.2 When We use the words "writing" or "written" in these Terms, this will include e-mail unless We say otherwise.

## 2. OUR CONTRACT WITH YOU

2.1 These are the terms and conditions on which We provide the Booking and the Owner supplies the Accommodation to you.

2.2 We act as agent for and on behalf of the Owner to provide the Accommodation via a Booking.

2.3 The Property is only the property as detailed in the Booking and cannot be changed with any other property.

2.4 Please ensure that you read these Terms carefully, and check that the details on the Booking and in these Terms are complete and accurate, before you submit the Booking. If you think that there is a mistake or require any changes, please contact Us to discuss. We will confirm any changes in writing to avoid any confusion between you and Us.

2.5 When you submit the Booking to Us, this does not mean We have accepted your order for Accommodation. Our acceptance of the Booking will take place as described in clause 2.6. If We are unable to supply you with the Accommodation, We will inform you of this in writing and We will not process the Booking.

2.6 These Terms will become binding on you and Us when We issue you with a written acceptance of a Booking, at which point a contract will come into existence between you and Us.

2.7 If any of these Terms conflict with any term of the Booking, the Booking will take priority.

2.8 We shall assign a reference number to the Booking and inform you of it when We confirm the Booking. Please quote the order number in all subsequent correspondence with Us relating to the Booking.

2.9 If you make a Booking over the phone then these Terms will apply to such Booking.

2.10 The maximum number of people who can stay in the Property will be notified to you as part of the Booking process. You promise that you will not exceed that number.

2.11 You promise that you will arrive at and leave the Property at the dates and times in the Booking (unless you notify us otherwise and we agree the same in advance). Your Accommodation will not be available at any time outside of the times reserved by you. We reserve the right to make a reasonable additional charge (whether by retaining the cautionary deposit or otherwise) in the event that you have not left the Property by the agreed departure time.

2.12 Whilst we keep our illustrations, photographs and other imagery as up to date as possible, any illustrations, photographs and other imagery displayed are for illustrative purposes only and subject to change.

2.13 The activities that may be shown in our literature are outside our control and are not supplied by us. If you wish to carry out any activity at or near the Property, we strongly recommend that you book the activity with the relevant provider.

2.14 You confirm that you are over the age of 18.

### **3. OWNER'S CONTRACT WITH YOU**

3.1 Once your Booking has been confirmed, the Owner agrees to provide your Accommodation in accordance with clause 5.

3.2 The Owner agrees to meet the minimum standards as required by us to ensure the Property is suitable for your Accommodation, including but not limited to, health and safety measures, basic facilities and maintenance of the same etc.

3.3 You can cancel this contract in accordance with clause 12.

### **4. CHANGES TO BOOKING OR TERMS**

4.1 We may revise these Terms from time to time in the following circumstances:

4.1.1 changes in how We accept payment from you;

4.1.2 changes in relevant laws and regulatory requirements; or

4.1.3 if We have a valid commercial reason to do so.

4.2 If We have to revise these Terms under clause 4.1, we will give you at least 14 days written notice of any changes to these Terms before they take effect. You can choose to cancel the contract in accordance with clause 12.

4.3 You may request a change to the Booking for Accommodation by contacting Us. Any changes to the Booking:

4.3.1 are permitted at the sole discretion of Us or the Owner;

4.3.2 may incur a charge of £30 (including VAT); and

4.3.3 that results in a change in the total price of the Accommodation, We will notify you of the amended price in writing. If you do not wish to accept the amended price then the Booking shall remain as originally placed.

4.4 If you wish to cancel a Booking before the Check-in Date for Accommodation, please see your right to do so in clause 12.

### **5. PROVIDING ACCOMMODATION & RESTRICTIONS**

5.1 The Owner will supply the Accommodation to you for the period set out in the Booking.

5.2 The maximum number of people who can stay in the Property will be notified to you as part of the Booking process. You may not exceed that number.

5.3 Where you select the alternative group option, the number of bedrooms appropriate to your group size will be made available. If subsequently you use the extra bedroom(s), you agree that the cost of the Accommodation will be increased to reflect the increased use. The additional cost will immediately become due and this additional cost will be deducted from the cautionary deposit. If the additional cost is greater than the cautionary deposit, you authorise us to debit any card details held for you with the appropriate charge (which will be notified to you in advance).

5.4 Access to the Property is subject to your adherence to the Property Specific Terms, where provided.

5.5 If there is any conflict between these Terms and the Property Specific Terms, the Property Specific Terms shall prevail.

5.6 We will make every effort to make the Accommodation available to you on time. However, there may be delays due to an Event Outside Our Control. See clause 11 for Our responsibilities when an Event Outside Our Control happens.

5.7 If you do not pay Us for the Accommodation when you are supposed to, access to Accommodation will not be permitted. This does not affect Our right to charge you interest at the rate of 8% per year.

5.8 Pets are only permitted in the Property if specified within the Booking or Property Specific Terms.

5.9 Additional charges may be due in respect of pets – these will be notified to you in advance of the Booking.

5.10 Smoking is strictly prohibited at the Property.

5.11 Broadband internet access is offered in some properties. Where our owners do offer broadband, this is on the basis that neither they nor We promise that the service will be available constantly and that it is provided for recreational and not for business use. Neither a minimum speed, unrestricted bandwidth nor uninterrupted provision of an internet access service can be guaranteed and neither the Owner nor We will be liable for any form of compensation or expenses claimed by any guest in respect of the provision of internet services or telephone services not being available or failing.

5.12 You shall take proper care of the Property and its contents during the Accommodation and may lose your cautionary deposit (as defined in clause 6) and/or receive an invoice for any damage caused or loss suffered if the Property and its contents are not left in the same state in which it is found at the beginning of the Accommodation.

5.13 Any Property Specific Terms provided to you upon Booking, shall be incorporated into these Terms and breach of any of the Property Specific Terms will be treated as a breach that entitles Us to cancel the contract.

## **6. CAUTIONARY DEPOSIT**

6.1 A deposit will be required to be paid by you in respect of damage to the Property, damage or loss of contents, damage or loss to keys, excessive or incorrect use of facilities (including, but not limited to, telephones, internet, and other amenities provided at the Property).

6.2 We will inform you of the amount of the cautionary deposit to be paid. The cautionary deposit will need to be paid one week before the Check-In Date, unless your Check-in Date is between the last Friday in December and the first Friday in January, at which point payment of the Cautionary Deposit will be due no later than the 18th December. We will endeavour to remind you of the same but it is your responsibility to ensure any requested deposit is paid to us before the Check-In Date.

6.3 If you fail to pay a deposit upon request and before the Check-In Date We will attempt to charge your card details (where provided) for the sum of the deposit amount which may be subject to a discretionary administrative charge of no more than £30 (including VAT) and you hereby authorise us to do so. If the cautionary deposit payment is not received before the Check-In Date we reserve the right to cancel the Accommodation and terminate this contract.

6.4 We or the Owner reserve the right to invoice you and/or attempt to charge your card details (where provided) in order to recover (or the Owner's) reasonable costs if the deposit paid under this clause 6 is insufficient to repair or replace any damage caused to the Property and/or its contents during your Accommodation.

6.5 The Owner will assess the Property after your Accommodation and will:

6.5.1 provide you with a refund of the deposit made under this clause 6; or

6.5.2 inform you of the amount to be retained; or

6.5.3 inform you of the amount to be further charged

or a combination of any of the above at Our discretion.

6.6 If any proportion of the deposit is retained under this clause 6 and you dispute the charges, We will provide you with the Owner's contact details to resolve directly.

## **7. PRICE AND PAYMENT**

7.1 The price of the Accommodation will be set out at the time you place your Booking and when We confirm your Booking.

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

7.3 Bank transfers must be in cleared funds by the deadlines for payment as set out in this agreement and cannot be used for payment of the minimum deposit as detailed at clause 7.8.

7.4 Cheques may not be used for payment of any sums due under this agreement without our prior written approval.

7.5 Any bank or transfer charges shall be borne by you.

7.6 Payment may only be made in the currency as shown in the Booking.

7.7 Where VAT is chargeable, it is included in the sums given. If the rate of VAT changes between the date of the Booking and the date of delivery or performance, We will adjust the rate of VAT that you pay, unless you have already paid for the Accommodation in full before the change in the rate of VAT takes effect.

7.8 You must pay a minimum deposit of 30% of the total cost of the Accommodation at the time you place your Booking and the balance of the price at least eight weeks before the Check-In Date, unless the Check-In Date is less than eight weeks from the date of the Booking, in which case the full balance of the price must be paid at the time you place your Booking.

7.9 If you fail to pay the balance of the cost of your Accommodation upon request and before the Check-In Date We will attempt to charge your card details (where provided) for the sum of the balance amount which may be subject to a discretionary administrative charge of no more than £30 (including VAT) and you hereby authorise us to do so.

7.10 If you do not make any payment due to Us by the due date for payment, We may cancel your Accommodation and terminate this contract. In these circumstances, your rights to a refund are set out in clause 11.

## **8. LEGAL RIGHTS**

8.1 As a consumer, you have legal rights in relation to Accommodation not offered to you with reasonable skill and care, or if the Service is not as described. Advice about your legal rights is available from your local Citizens' Advice Bureau or Trading Standards office. Nothing in these Terms will affect these legal rights.

8.2 The full extent of Our and the Owner's liability is as set out in the Agreement at sections 9 and 10 respectively.

## **9. OUR LIABILITY TO YOU**

9.1 If We fail to comply with these Terms for the Booking of Accommodation, 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. Loss or damage is foreseeable if they were an obvious consequence of our breach or if they were contemplated by you and Us at the time We entered into this contract. For the avoidance of doubt, We are not responsible for any transport and/or alternative accommodation costs and are not responsible for matters pertaining to the state of the Accommodation.

9.2 Neither party limits its liability for;

9.2.1 death or personal injury caused by Our negligence or the negligence of Our employees, agents or subcontractors;

9.2.2 fraud or fraudulent misrepresentation.

9.3 We do not have any responsibility or liability to you (other than as outlined above) for loss of or damage to any of your items, belongings or vehicles, howsoever caused.

## **10. OWNERS LIABILITY TO YOU**

10.1 If the Owner fails to comply with these Terms, they are responsible for loss or damage you suffer that is a foreseeable result of their breach of the Terms or their negligence, but the Owner is not responsible for any loss or damage that is not foreseeable. Loss or damage is foreseeable if they were an obvious consequence of the Owners breach or if they were contemplated by you and the Owner at the time this contract was entered into. For the avoidance of doubt, the Owner is not responsible for any transport and/or alternative accommodation costs.

10.2 The Owner only supplies the Property for domestic and private use. You agree not to use the Property for any commercial, business or re-sale purpose, and the Owner has no liability to you for any loss of profit, loss of business, business interruption, or loss of business opportunity. If you do wish to use the Property for a commercial purpose, please contact Us or the Owner.

10.3 The Owner does not limit its liability to you for;

10.3.1 breach of the terms implied by section 2 of the Supply of Goods and Accommodation Act 1982 (title and quiet

possession); and

10.3.2 breach of the terms implied by sections 3, 4 and 5 of the Supply of Goods and Accommodation Act 1982 (description, satisfactory quality, fitness for purpose and samples).

10.4 The Owner does not have any responsibility or liability to you (other than as outlined above) for loss of or damage to any of your items, belongings or vehicles, howsoever caused.

## **11. EVENTS OUTSIDE OUR CONTROL**

11.1 No party shall be in breach of these Terms nor liable for delay in performing, or failure to perform, any of its obligations under these Terms if such delay or failure results from events, circumstances or causes beyond its reasonable control. In such circumstances the time for performance shall be extended by a period equivalent to the period during which performance of the obligation has been delayed or failed to be performed. If the period of delay or non-performance continues for 2 days, the parties not affected may terminate this agreement by giving 5 day's written notice to the affected party.

11.2 Should any event or circumstance beyond the Owners reasonable control occur which means the Property cannot be provided to you, the Owner must inform us as soon as possible so alternative accommodation or a refund can be arranged for you.

11.3 Due to Coronavirus (COVID-19) now being a known event, standard terms and conditions will apply to cancellations for bookings taken on or after March 23rd 2020. Should the lockdown be extended over your booked dates, we will arrange for your stay to be postponed but cannot offer a refund.

## **12. YOUR RIGHTS TO CANCEL AND APPLICABLE REFUND**

12.1 You may cancel a Booking for Accommodation up to eight weeks before the Check-In Date by contacting Us in writing with a copy of your invoice/booking confirmation. We will confirm your cancellation in writing to you.

12.2 If you cancel a Booking under clause 12.1, the deposit made at the time of placing the Booking will not be refunded to you. Any additional deposit will be refunded to you.

12.3 However, if you cancel a Booking for Accommodation under clause 12.1 and We have already started work on your Booking by that time, you will pay Us any costs We have reasonably incurred in starting to fulfil the Booking, and this charge will be deducted from any refund that is due to you or, if no refund is due to you, invoiced to you. We will tell you what these costs are when you contact Us.

12.4 Where you have cancelled a Booking because of Our failure to comply with these Terms or if We change these Terms under clause 4.1 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.

12.5 If you cancel a Booking for Accommodation less than eight weeks prior to the Check-In Date and we are unable to offer the Accommodation to another party we reserve the right to invoice you for an amount up to 100% of the cost for Accommodation as outlined in the Booking.

12.6 We will charge a £30 (including VAT) administrative charge if you cancel the Booking at any time prior to the Check-In Date.

12.7 Once you have accessed the Property or the Check-In Date has passed (whichever is earlier), you may only cancel the contract for Accommodation by giving Us written notice if We:

12.7.1 break this contract in any material way;

12.7.2 go into liquidation or a receiver or an administrator is appointed;

12.7.3 change these Terms under clause 4.1 and you elect to cancel the contract; or

12.7.4 are affected by an Event Outside Our Control.

## **13. OUR RIGHTS TO CANCEL AND APPLICABLE REFUND**

13.1 We may have to cancel a Booking before the start date for the Accommodation, due to an Event Outside Our Control or the unavailability of key personnel or key materials without which We cannot provide the Accommodation. We will promptly contact you if this happens.

13.2 If We have to cancel a Booking under clause 13.1 and you have made any payment in advance for Accommodation that have not been provided to you, We will refund these amounts to you.

13.3 We may cancel the contract for Accommodation at any time with immediate effect by giving you written notice if You:

13.3.1 do not pay Us when you are supposed to. This does not affect Our right to charge you interest at the rate of 8% per year; or

13.3.2 break the contract in any other material way.

#### **14. INFORMATION ABOUT US AND HOW TO CONTACT US**

14.1 If you have any questions or if you have any complaints, please contact Us. You can contact Us by telephoning Our customer service team at +44 (0) 1637 881183 or by contacting us using the online [contact form](#).

14.2 If you wish to contact Us in writing, or if any clause in these Terms requires you to give Us notice in writing (for example, to cancel the contract), you can send this to Us by using the online [contact form](#). We will confirm receipt of this by contacting you in writing. If We have to contact you or give you notice in writing, We will do so by e-mail to the address you provide to Us in the Booking.

#### **15. HOW WE MAY USE YOUR PERSONAL INFORMATION**

15.1 We will use the personal information you provide to Us to:

15.1.1 provide the Accommodation;

15.1.2 process your payment for Accommodation; and

15.1.3 inform you about similar products or services that We provide. You may stop receiving these at any time by contacting Us.

15.2 All data you provide to us will be treated in accordance with our [Privacy Policy](#).

#### **16. OTHER IMPORTANT TERMS**

16.1 We will provide you with a comprehensive digital property guides for your reference. The digital property guide will contain all the information required to enjoy your stay together with recommendations for things to do and places to visit. In the interests of security, you agree to keep such sensitive information confidential and will not print or discuss the contents of the digital property guide with any person not included in the booking party.

16.2 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.

16.3 You acknowledge that the Owner may enforce any and all of the Terms of this agreement against you.

16.4 Except for You, Us and the Owner, no other person shall have any rights to enforce any of its terms. No-one other than such individuals as are listed in the Booking may enjoy the Accommodation.

16.5 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.

16.6 If We or 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.

16.7 These Terms are governed by English law. All parties agree to submit to the non-exclusive jurisdiction of the English courts. However, if you are a resident of Northern Ireland you may also bring proceedings in Northern Ireland, and if you are a resident of Scotland, you may also bring proceedings in Scotland.

Thank you for taking the time to read through the Terms and Conditions.