

# Booking Conditions for Sunnybanks House and Sunnybanks Cottage, Sunnybanks Lane, Fletcher's Bridge, Bodmin, Cornwall PL30 4AN

## 1. General

### 1.1 We are:

- Hilary Webster of Sunnybanks Farm, Sunnybanks Lane, Fletcher's Bridge, Bodmin, Cornwall PL30 4AN (Hilary) and
- Trevor Harrison of The Old Bakery, Station Road, Groombridge, Tunbridge Wells TN3 9NB (Trevor)

Together we are the owners of Sunnybanks House (which is officially known as Wilbury), "the House" and Hilary is the sole owner of Sunnybanks Cottage, "the Cottage". References to "We", "Us" and "Our" mean either (i) us jointly as such if you are renting the House or the House and the Cottage in one transaction or (ii) Hilary alone if you are renting only the Cottage.

### 1.2 We may be contacted at either of the above addresses or by:

- email: [trevor.harrison@groombridge.com](mailto:trevor.harrison@groombridge.com)  
[hilary.webster@sunnybanks.co.uk](mailto:hilary.webster@sunnybanks.co.uk)
- fax: 01892 864549

### 1.3 You may also contact us by telephone:

- 01892 882536 Trevor at home
- 01208 75048 Hilary at home
- 079 7988 6735 Trevor's mobile
- 077 7333 1192 Hilary's mobile

### 1.4 You are the person:

- renting the House and/or the Cottage from Us;
- making a booking and entering into a rental contract with Us on behalf of yourself and Your Party;
- primarily responsible for all people staying in the House and/or the Cottage, "Your Party", and Our principal contact.

References to "You" and "Your" are references to you in a personal, individual capacity.

### 1.5 "Booking Conditions" means this document.

1.6 A "Provisional Booking" is the first step towards booking the House and/or the Cottage. When We accept a Provisional Booking from You we will reserve the House and/or the Cottage for Your chosen dates for a period of five days to enable You to send Us the deposit (or, if the Holiday is due to start within eight weeks, the full Rent plus any agreed additional charges). Until We send the Booking Confirmation no contractual obligations arise on either side.

1.7 "Booking Confirmation" is the letter, fax or email We send You after the terms of the booking have been agreed with You and We have received the deposit (or, if the Holiday is due to start within eight weeks, we have received the full Rent plus any agreed additional charges). The Booking Confirmation sets out the particular terms agreed for Your Holiday including the names and other details of

all members of Your Party and together with these Booking Conditions forms the contract between You and Us. The sending by Us to You of the Booking Confirmation is Our acceptance of Your offer to rent the House and/or the Cottage; at this point a binding contract comes into effect between You and Us.

1.8 The price for the Holiday is set out in the Booking Confirmation and (excluding any extras) is referred to as “the Rent”.

## **2. Duration, Arrival and Departure**

2.1 Rentals are for a maximum of four weeks and commence at 3pm on the first day of the rental and end at 10am on the day of departure unless otherwise agreed in writing. This period is referred to as “the Holiday”.

2.2 The Holiday period booked will be stated on the Booking Confirmation and cannot be exceeded unless We give written approval. You will be liable for any and all costs of whatsoever nature incurred as a consequence of an unauthorised extension.

## **3. Deposit**

3.1 If a Provisional Booking is made eight weeks or more before the Holiday is due to start, a deposit of one-third of the Rent is payable.

3.2 If a Provisional Booking is made less than eight weeks before the Holiday is due to start, the full Rent, plus any additional charges, must be paid at the time of booking.

3.3 Should we not accept a Provisional Booking, the Rent and any additional charges paid by You will be refunded immediately.

## **4. Final Payment**

4.1 As soon as a Booking Confirmation is sent by Us, You are contractually committed (if you have not already made full payment) to pay the balance of the Rent in due course, together with any additional charges.

4.2 Payment of the balance of the Rent and any additional charges are payable to Us eight weeks before the start of the Holiday, “the Due Date”; non-payment by the Due Date may be treated as a cancellation.

4.3 If payment is not received by the Due Date and We treat this non-payment as a cancellation, the booking and the Holiday will be lost and the deposit will be forfeit.

4.4 We are not responsible for sending reminders of the Due Date which will be set out on the Booking Confirmation.

## **5. Changing a Confirmed Booking**

5.1 The dates of the Holiday may be changed providing the House is available for the new dates; a £20 re-booking fee will be payable.

## **6. Cancellation**

6.1 A booking can only be cancelled prior to the start of the Holiday.

6.2 If You wish to cancel the Holiday, You must notify Us in writing (‘Cancellation Notice’).

6.3 A cancellation charge will be payable depending on the number of days before the Holiday start date the Cancellation Notice is received by Us. The amount payable is set out below:

Number of days before Holiday start date that notification is received	Cancellation Charge (as a percentage of the total cost of the Holiday)
0 - 13 days	100%
14 - 27 days	75%
28 - 55 days	60%
56 days or more	Deposit

## **7. Optional Extras**

7.1 Any extra facilities or services requested by You or Your Party will be charged at the rates shown on the Booking Confirmation or as otherwise advised.

## **8. Discounts**

8.1 If you re-book the House and/or the Cottage for a Holiday starting within eighteen months of Your previous Holiday, a discount of up to 5% on the tariff applicable to the new booking will be available.

## **9. Price Changes**

9.1 We reserve the right to amend prices displayed on Our website or elsewhere at any time but no changes will be applied to a Holiday after the Booking Confirmation has been sent.

## **10. Method of Payment**

10.1 Payments may be made by electronic bank transfer, cheque, or cash. Cheques should be made payable to "HJ Webster & TK Harrison" and can only be accepted up to two weeks prior to the start date of the Holiday. Cash should always be sent by registered post or equivalent. Post-dated cheques are not acceptable.

10.2 Any payments received in a currency other than Sterling will be converted into Sterling by Our bank and the Sterling amount, net of any costs and charges, will be applied to Your account with us. We will advise You of any surplus or shortfall and agree with You an appropriate means of reconciliation.

10.3 Any charges raised by Our bank for handling dishonoured cheques, bank transfers or any other payments will be passed on to You and You agree to reimburse Us within seven days of receipt of notification from Us.

## **11. Eligibility**

11.1 Unless We expressly waive this provision in writing, bookings are not accepted from:

- groups of single people under the age of 25;
- single sex parties of more than three people.

11.2 We reserve the right to cancel or terminate at any time, without notice or compensation, a Holiday or any other use of the House or Cottage that contravenes or, in Our reasonable opinion, appears to contravene, this provision.

## **12. The Holiday**

12.1 You and Your Party have the right to occupy the House and/or the Cottage for a holiday only (within the meaning of Schedule 1, Paragraph 9 of the Housing Act 1988).

## **13. Your Obligations**

13.1 You agree:

- that whilst the cost of reasonable quantities of gas (LPG), electricity and water are included in the Rent, You will pay for any excessive consumption;
- to pay for any telephone call charges incurred during the Holiday that, in the aggregate, exceed 0.5% of the Rent;
- to pay for any losses or damage to the House and/or the Cottage caused by You, a member of Your Party or any visitors (reasonable wear and tear excluded);
- to take good care of the House and/or Cottage and leave it in a clean and tidy condition at the end of the Holiday. A cleaning service is not provided during the Holiday;
- to permit Us and our staff reasonable access to the House and the Cottage;
- not to part with possession of the House or the Cottage, or share it, except with Your Party as specifically named on the Booking Confirmation;
- not to sell or transfer the Holiday to another party without Our express written agreement;
- not to permit more than the total number of people stipulated on the Booking Confirmation to stay at the House or Cottage overnight - a cot may only be occupied by a child aged 24 months or less;
- not to cause an annoyance or become a nuisance to any neighbours;
- not to permit anyone to smoke inside the House or the Cottage.

## **14. Non-availability of the House**

14.1 If for any reason beyond Our control the House and/or the Cottage is/are not available on the commencement date of the Holiday (owing, for example, to fire damage) all Rent and charges paid by You in advance will be refunded.

## **15. Liability**

15.1 We will not be liable for any act, neglect or default on the part of any person not within Our employ or otherwise under Our control, or for any accident, damage, loss, injury, expense or inconvenience, whether to person or property, which You, a member of Your Party or any other person may suffer or incur arising out of, or in any way connected with, the booking and the Holiday unless We are directly responsible. Furthermore, We accept no liability for loss of or damage to Your or Your Party's possessions in or around the House or the Cottage or on Our land.

15.2 Nothing in these conditions excludes or limits Our liability:

- for death or personal injury caused by Our negligence;
- for any matter in respect of which it would be illegal for Us to exclude or attempt to exclude Our liability.

## **16. Local Information and Facilities**

16.1 Some of the information We provide on Our Website and otherwise, relates to matters beyond the House and the Cottage such as shops, public houses and other places of interest. This information is given in good faith but closure and other changes to such facilities are outside Our control; such information therefore does not form any part of the booking or the Holiday or constitute any form of representation or warranty.

16.2 The facilities available within the grounds of Sunnybanks Farm include three tennis courts and a swimming pool, which may be used by You and Your Party without charge but at your own risk at all reasonable times, subject to availability. Children under the age of 18 must be closely supervised by You or another responsible adult at all times in the swimming pool area. Solo swimming by either adults or children is not permitted.

## **17. Complaints**

17.1 All complaints must be notified to Us as soon as reasonably practicable, to enable Us to take remedial action.

17.2 If We are denied the opportunity of investigating the complaint within a reasonable time or denied the opportunity to put matters right during the Holiday, this may result in a reasonable reduction of any compensation which might otherwise be payable to You.

## **18. Pets**

18.1 Pets are only permitted in the House with Our prior consent and are to be kept under proper control at all times. Pets are not permitted in the Cottage.

18.2 Pets are not permitted upstairs, in the bedrooms or on the furniture and We do not accept responsibility for their safety. Pets must not be left in or at the House unsupervised as this can result in considerable damage to the House and its contents and distress to the pet.

18.3 There is a large open garden which pets are welcome to use but You are requested to clear up any mess, both for Your own health and convenience and for the benefit of Your Party and all who will stay in the House or the Cottage at a later date. The perimeter of the garden is not pet-proof.

18.4 We reserve the right to impose at any time additional terms in respect of pets that We, in the exercise of Our reasonable discretion, consider necessary for the protection of the House and/or other property and/or for the health and safety of any person.

## **19. Inventory**

19.1 An inventory is provided; please advise Us of any discrepancies within 24 hours of arrival, otherwise the inventory will be deemed to be correct.

## **20. Linen**

20.1 Fresh linen is provided at the beginning of the Holiday and a change of linen is available weekly during the Holiday.

20.2 Towels and tablecloths are provided for use only inside the House; please bring your own towels for use outdoors.

## **21. VAT**

21.1 The Rent is not subject to VAT.

## **22. Breach of Contract**

22.1 If there is a breach of any of these Booking Conditions by You or any of Your Party, we reserve the right to re-enter the House and/or the Cottage, end the Holiday and require You, Your Party and anyone else present to leave.

22.2 If there is a breach of any of these Booking Conditions by Us, then You and Your Party have the right to end the Holiday and leave.

22.3 Ending the Holiday by either You or Us does not affect the rights, remedies, duties and obligations of any person.

### **23. Governing Law and Jurisdiction**

23.1 The booking and all matters arising in connection with or in contemplation of the Holiday will be subject to English law.

23.2 Any dispute will be subject to the non-exclusive jurisdiction of the English Courts.

23.3 If any dispute arises in connection with this agreement, the parties will attempt to settle it by mediation in accordance with the CEDR Model Mediation Procedure. Unless otherwise agreed between the parties, the mediator will be nominated by CEDR (the Centre for Effective Dispute Resolution, [www.cedr.com](http://www.cedr.com)).

### **24. Authority to Sign**

24.1 You, as the person making the booking, certify that You:

- are authorised to agree to the Booking Conditions on behalf of all persons included on the Booking Confirmation and any others substituted or added at a later date;
- are over eighteen years of age;
- take responsibility for the party occupying either the House or the Cottage or the House and the Cottage as booked, and will notify us if, at any time, You are not a member of that party.

### **25. Discrepancies**

25.1 In the event of a discrepancy between these Booking Conditions and any other document or information that We provide to You, these Booking Conditions shall prevail unless We express a clear contrary intention in writing, but this does not limit Our liability for failure to supply the agreed accommodation.

### **26. Previous Booking Conditions**

26.1 These Booking Conditions replace and supersede all previous booking conditions.

### **27. Validity and Severability**

27.1 In the event that a court finds that any part or parts of these Booking Conditions is or are illegal or void, the illegal or void parts will be severed from the remainder of the Booking Conditions, which will continue to be valid and have full force and effect.

### **28. Writing**

28.1 Any requirement for anything to be in writing is fulfilled if it is delivered by ordinary post, by hand, by facsimile or by email to an address, number or destination at which the sender reasonably believes it will be seen by or on behalf of the intended recipient.