

## 1. General

1.1 Beersheba Farm is the trading name of Victoria Jelbert, Beersheba Farm, Lelant, St Ives TR26 3HF acting as the Property Manager and Proprietor for Brea Cottage, and Property Manager and Agent for Chy an Carrack.

1.2 Customers renting property through the Property Manager are referred to as 'the Guest'.

1.3 For Chy an Carrack, the Property Manager acts as Property Manager and Agent for the owners of the property (hereafter referred to as 'the Owners' or 'the Owner'). The rental arrangements are made by The Property Manager, on behalf of the Owners and the contractual relationship is directly between the Owners of the property and the Guest.

1.4 The Property Manager will, on request, provide the name and address of the Owners of any property which the Guest has booked.

## 2. Duration and Times of Rental

2.1 Rentals are for a maximum of four weeks and commence:

- Brea Cottage – at 2pm on the first day of the rental and end at 10 am on the day of departure unless otherwise notified.

- Chy an Carrack - at 4pm on the first day of the rental and end at 11 am on the day of departure unless otherwise notified.

This period is hereafter referred to as 'the Holiday'.

2.2 The period booked will be stated on the Booking Confirmation provided to the Guest when they book and cannot be exceeded unless The Property Manager gives written approval. The Guest will be liable for any cost of whatever nature incurred because of an unauthorised extension.

## 3. Payments and Deposit and Online Bookings

3.1 If a booking is made 60 days or more before the Holiday is due to start, a deposit is payable. The amount is as follows:

- for Brea Cottage - £200 per booking

- for Chy an Carrack – one-quarter of the rent

3.2 If a booking is made less than 60 days 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 The Property Manager not accept or reject a booking request, the rent and any additional charges paid by the Guest will be refunded immediately.

3.4 When you submit a booking via our online reservation system you will receive an automatically generated booking summary by email to the email address you provide in the booking form. This does not form a contract between us. A contract shall only arise when your booking is subsequently confirmed in writing via a letter of confirmation sent to you by post or email.

## 4. Final Payment

4.1 Unless otherwise agreed by The Property Manager in writing, the price for the Holiday shall be the rent for the property as set out in the website at the time of the booking.

4.2 Subject to condition 6, as soon as the booking is received and accepted by The Property Manager, the Guest is liable for payment of the balance of the rent, along with any additional charges.

4.3 Payment of the rent and additional charges are payable to The Property Manager 60 days before the start of the Holiday ('the Due Date') and non-payment by the Due Date may be treated as a cancellation.

4.4 If payment is not received by the Due Date, then the Guest will lose their booking and forfeit their deposit.

4.5 The Property Manager shall not be responsible for sending reminders of the Due Date. The Due Date will be set out on the Booking Confirmation.

## 5. Changing a Booking

5.1 Once a booking has been accepted by The Property Manager, the booking can not be changed other than by treating the original booking as a cancellation (see condition 6).

## 6. Cancellation

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

6.2 A Guest who wishes to cancel the Holiday must notify The Property Manager in writing ('Cancellation Notice').

6.3 In the event that a cancellation is made, then a cancellation charge is payable depending on the number of days before the Holiday start date the Cancellation Notice is received in writing by The Property Manager. 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 rental cost of the Holiday):

0 – 28 days - 100%

28 – 59 days - 80%

60 days or more - Deposit

Guests are advised to take out cancellation insurance to cover the cost of their holiday.

## 7. Optional Extras

Where the property being rented has optional extras, they are advised in advance and will be charged at the rates shown.

## 8. Price Changes

8.1 The Property Manager reserves the right to amend prices quoted on the Website or other media due to errors or omissions but such changes shall be notified to the Guest as soon as possible and the Guest shall be able to cancel the booking if the amended price is significantly higher than the original price quoted.

8.2 Subject to condition 22, any changes in the rate of VAT will be borne by the Guest.

## 9. Method of Payment

Payments may be made by cheque, credit card, debit card, electronic bank transfer, or postal order. Cheques or postal orders should be made payable to 'Beersheba Farm' and can only be accepted up to ten weeks prior to the holiday. Post-dated cheques are not acceptable. Any charges raised against The Property Manager by their bank for handling dishonoured cheques, bank transfers or any other payments will be passed on to the Guest who is liable to reimburse The Property Manager within seven days of receipt of notification from the Property Manager.

## 10. Overseas Bookings

Overseas Guests may pay in Sterling by cheque drawn on a UK bank, Mastercard, Visa card, or by international electronic transfer. Any charges for payments from overseas will be passed on to the Guest.

## 11. Eligibility

The Property Manager reserves the right not to accept bookings from:

1. groups of three or more single people under the age of 18;
2. all male or all female parties of more than four people.

## 12. The Holiday

The Guest has the right to occupy the property for a holiday only (within the meaning of Schedule 1, Paragraph 9 of the Housing Act 1988).

## 13. The Guest's Obligations

The Guest agrees:

- 13.1 to pay for any losses or damages to the property caused by the Guest or a member of their party (reasonable wear and tear excluded), unless the cost of making good such loss or damage can be fully recovered under any householder's insurance policies maintained by the Owners; a refundable security deposit (for Brea Cottage - £100, for Chy an Carrack - £750) is due with the balance payment and will be returned within 14 days of departure, subject to any deductions - deductions are made at the discretion of the Property Manager for damage, late departure, breakages and excessive cleaning requirements
- 13.2 to take good care of the property and leave it in a clean and tidy condition at the end of the Holiday. A cleaning service is not provided during the Holiday unless otherwise specified. Should the Owner or Property Manager be dissatisfied with the condition of the property upon the Guest's departure, they may refuse to take a booking from that Guest again.
- 13.3 to permit the Owners and The Property Manager reasonable access to the property;
- 13.4 not to part with possession of the property, or share it, except with members of the party shown on the Booking Form;
- 13.5 not to sell or transfer the booking to another party without The Property Manager's agreement;

13.6 not to exceed the total number of people stipulated in the property description – a cot may only be occupied by a child aged 24 months or less;

13.7 Where car parking is provided, Guests must only use the space allocated. Unless otherwise stated, it must be assumed that the parking space will only accommodate an average-sized car (e.g. Ford Focus) and if in doubt the Guests should check with the Property Manager before booking. The Owner and The Property Manager accept no liability for additional costs incurred if an alternative space is required or vehicle is damaged.

13.8 not to cause an annoyance or become a nuisance to occupants of adjoining premises;

13.9 not to smoke in the property

13.10 not to have pets in the property.

#### 14. Non-availability of Property

If for any reason beyond the Owners' control the property is not available on the date booked (owing, for example, to fire damage) or the property becomes unsuitable for holiday letting, all rent and charges paid in advance by the Guest will be refunded.

#### 15. Liability

15.1 The Property Manager will not be liable for any act, neglect or default on the part of the Owners or any other person not within their employ or otherwise under their control, nor for any accident, damage, loss, injury, expense or inconvenience, whether to person or property, which the Guest or any other person may suffer or incur arising out of, or in any way connected with the rental unless The Property Manager is responsible. In addition, the Owners and The Property Manager accept no liability for loss of or damage to the Guest's possessions on the Owners' property or land.

15.2 Nothing in these conditions excludes or limits the liability of The Property Manager or the Owners:

- i. for death or personal injury caused by The Property Manager' or the Owners' negligence;
- i. for any matter which it would be illegal for The Property Manager or the Owners to exclude or attempt to exclude their liability.

#### 16. Website & Online Media Descriptions

Some of the information relates to matters beyond the properties such as shops and public houses. Closure of such premises and other changes to external facilities are outside The Property Manager' control. If The Property Manager is aware of any material changes to the Website at the time of the Guest's booking, then it shall endeavour to inform the Guest of these changes.

#### 17. Complaints

17.1 All complaints must be notified to The Property Manager and/or the Owner as soon as reasonably practicable, as The Property Manager may be required to carry out an on-the-spot investigation and if necessary, request the Owner to take remedial action. Guests have a legal obligation to mitigate their loss.

17.2 If The Property Manager or the Owners are denied the opportunity of investigating the complaint within a reasonable time or denied the opportunity to put matters right during the Holiday, then the guest will waive all rights.

#### 18. Pets

18.1 Pets are not permitted.

18.2 The Property Manager or the Owners cannot guarantee that Properties that do not accept pets have never had a pet occupying the property.

#### 19. Inventory

Where an inventory is provided, any discrepancies are to be reported to the Owner or the Property Manager within 24 hours of arrival, otherwise the inventory will be deemed to be correct.

#### 20. Bed Linen and Towels

Linen and towels are changed between Holidays. A fresh set will be provided weekly, for Holidays lasting two weeks or more.

#### 21. WiFi

Broadband speed and service can vary and bandwidth maybe restricted so may not offer sufficient capacity for downloading films, television programmes or music.

Wifi is provided for guests on the condition that it is used responsibly and not for any illegal, offensive or unacceptable purposes. The Owner does not accept responsibility or liability for internet content accessed through the Property's wifi.

#### 22. Privacy Notice – Beersheba Farm

We may use your information to contact you about our properties, and to keep you updated about events and offers, you may unsubscribe from this service at any time. We will not pass on your information to any other third party.

#### 23. Privacy Notice – Premier Cottages

Chy an Carrack is also a member of Premier Cottages Limited, a professional collective of independent luxury cottage owners. Premier Cottages promotes our properties on our behalf as well as other luxury cottages. As members of Premier Cottages we would like to give them your information so that they can contact you about quality properties that you might like. You may unsubscribe from this service at any time as detailed in our Privacy & Cookie Policy.

#### 24. Breach of Contract

24.1 If there is a breach of any of these conditions by the Guest or any of their party, the Owners or The Property Manager reserve the right to re-enter the property and end the Holiday and ask the Guest and their party to leave.

24.2 If there is a breach of any of these conditions by The Property Manager or the Owners, then the Guests have the right to end the Holiday and leave.

24.3 Ending the Holiday by either The Property Manager, the Owner or the Guest does not affect that party's other rights and remedies.

#### 24. Governing Law and Jurisdiction

Any dispute will be governed by the non-exclusive law and jurisdiction of the English or Scottish Courts.

#### 26. Authority to Sign

The person who completes the Booking Form certifies that:

26.1 he or she is authorised to agree the Booking Conditions on behalf of all persons included on the Booking Form, including those substituted or added at a later date;

26.2 the signatory is over eighteen years of age;

26.3 they agree to take responsibility for the party occupying the property, and to notify The Property Manager if they are not a member of that party.

#### 27. Discrepancies

In case of a discrepancy between these Booking Conditions and any other contents of The Property Manager's Website, these Conditions shall prevail, but this shall not limit The Property Manager's liability for failure to supply the accommodation as described on the Website.

#### 28. Previous Booking Conditions

These Booking Conditions replace and supersede all previous Booking Conditions.

#### 29. Validity Clause

In the event that a court finds that a condition in these Booking Conditions is illegal or void, the illegal or void provision will be severed from the remainder of the Booking Conditions, which will continue to be valid and have full force and effect.