

SANDY BARN COTTAGES
Lower Penquite
St Breward
Cornwall PL30 4LY

Booking Terms and Conditions

1. THE CONTRACT

The Contract for a short-term holiday rental will be between Sandy Barn Cottages (referred to as “Sandy Barn Cottages or We”) and the person making the booking and all members of the holiday party (referred to as “the Customer, or Your or You”) in the following booking conditions. UK Law will govern the Contract. The contract of hire is not effective until We have processed the deposit. The contract will be subject to these booking conditions and must be complied with. The party leader must be at least 18 years of age at the time of booking and prior to arrival We must be provided with a list containing the names, Postcodes and contact details of all guests and age if under 18. Sandy Barn Cottages is wholly owned and operated by Kate Garrod. Sandy Barn Cottages consists of three separate cottages, The Roost, Cross Cottage and High View, these Terms and Conditions apply to the cottage on your Booking Form.

2. PAYMENT

Bookings are CONFIRMED on receipt the deposit of 25% of the booking cost. The deposit must be paid within Seven days of booking being placed. The balance of the rental will be due for payment Eight Weeks prior to the booking commencement date for any bookings.

3. CANCELLATION

a/ If your booking has to be cancelled because Sandy Barn Cottages is put under Government Restrictions and has to close and the period of closure covers Your booking **You will be refunded in full.**

b/ In the event that Your given address is put into Local/Regional Lockdown, rendering You unable to travel, and the period of restriction covers your booking **You will be refunded in full.**

c/ If your booking has to be cancelled because Sandy Barn Cottage has to close through Force Majeure, meaning any of the following circumstances which may hinder or prevent the performance by us of the Contract, including but not limited to: (i) acts of God, flood, drought, earthquake or other natural disaster; (ii) epidemic or pandemic; (iii) terrorist attack, civil war, civil commotion or riots, war, threat of or preparation for war, armed conflict, imposition of sanctions, embargo, or breaking off of diplomatic relations; (iv) nuclear, chemical or biological contamination or sonic boom; (v) any law or any action taken by a government or public authority, including without limitation imposing a restriction, prohibition, or failing to grant a necessary licence or consent; (vi) collapse of buildings, fire, explosion or accident; (vii) non-performance by our suppliers or contractors; and (viii) failure of utility service, and the period of closure covers Your booking **You will be refunded in full.**

d/ Customer inability (or the inability of any, some or all of Your intended party) or disinclination to travel to and stay at Sandy Barn Cottages for any reason.

This includes – but is not limited to – illness (including Covid), a requirement or recommendation to self-isolate or quarantine, shielding, a call to jury duty, military service, incarceration, change in personal or work circumstances, family emergencies, travel delays, vehicle breakdown, and delays with public transport. These remain at Your risk and do not give rise to a right to cancel or to receive a refund unless We re-let the property, other than according to the sliding scale below. You are strongly recommended to take out UK travel insurance to cover these eventualities. **If you choose not to take out UK travel insurance, then you accept responsibility for any loss that you may incur due to your cancellation.**

e/ Cancellations must be notified to Sandy Barn Cottages by phone and email and once received in writing we will confirm the cancellation request.

f/ Sandy Barn Cottages will apply the scale shown in the table below to bookings to determine the amount of the charge, in the event of cancellation by You which shall be a percentage of the total cost of the holiday.

Number of days before the start of the holiday that notification of cancellation is received*	
More than 60 days	5% of the booking cost
45-59 days	40% of the booking cost
30-44 days	50% of the booking cost
15-29 days	75% of the booking cost
3-14 days	90% of the booking cost
0-2 days	100% of the booking cost

*In order to ensure speedy receipt, and thereby processing, of cancellations, Sandy Barn Cottages recommends that the Customer sends written notification of cancellation by email requesting confirmed receipt. The effective date of cancellation is when written notification is received by Sandy Barn Cottages. Any amounts due for refunding will be made within 14 Days.

h/ On receipt of the cancellation, the above Chart states the amount that the Customer remains liable for at that point in time. Sandy Barn Cottages will then use reasonable endeavours to obtain a replacement booking. In the event that Sandy Barn Cottages is successful in obtaining a replacement booking, Sandy Barn Cottages will refund to the Customer the total amount paid by the Customer for the booking less a 5% Administration Fee and less the difference in price between the Customers' booking and the replacement booking if one is made.

For example: A £500 booking, fully paid, cancelled and relet for £450, means that the original Customer will be refunded as follows, £500 less 5% booking fee equals £475, – £50 rebooking shortfall, = Refund of £425.

i/ It is the responsibility of the Customer to acquire suitable travel insurance for themselves and their party to cover the booking. Sandy Barn Cottages strongly recommends that the Customer acquires suitable insurance to cover circumstances beyond the Customers' control such as, but not limited to, jury duty, incarceration, change in personal or work circumstances, military service, illness – including Covid and shielding, family emergencies and travel delays.

Covid is also now a known risk and it is possible for you to insure your holiday against it. This can include the customer or any of the party having Covid, the customer or any of the party having to isolate or quarantine, or you wishing to shield any Members of the party.

There are several options which include cover for Covid related cancellations available from organisations like
Trailfinders: <https://www.trailfinders.com/insurance#/step1> or <https://www.coverwise.co.uk/Travel-Insurance/corona-virus.aspx> or www.gocompare.com

4. THIRD PARTY SUPPLIERS

a/ If you want to use the services of a third-party supplier whilst staying at Sandy Barn Cottages you must ask and receive written permission to do so. This may be for a chef, for instance.

b/ Sandy Barn Cottages would need to see the third-party supplier's public liability insurance, and any other related/required certification. Sandy Barn Cottages will then seek approval from Sandy Barn Cottages' insurers to allow the third-party activity to take place.

c/ If all insurances and certification are satisfactory to Sandy Barn Cottages and our insurers, permission to invite these suppliers to Sandy Barn Cottages will not be unreasonably withheld.

d/ Sandy Barn Cottages do not accept liability for the activities of these third-party suppliers.

5. PERIOD OF HIRE

You should not arrive before 5pm on the commencement date, and leave by 9am on the day of departure. Failure to do so may result in you being charged a further day's rental. You must not use the property except for the purpose of a holiday during the holiday period, and not for any other purpose or longer period. The agreement to stay in the property for the holiday period, does not create the relationship of Landlord and Tenant between the parties. You shall not be entitled to a new tenancy, or to any assured short hold or assured tenancy or any statutory protection under the Housing Act 1988 or other statutory security of tenure now or at the end of the Holiday Period.

6. NUMBER OF PERSONS USING THE PROPERTY

Under no circumstances may more than the maximum number of persons stated on the web site occupy the property. We reserve the right to refuse admittance if this condition is not observed. Any persons other than members of your party must not use the facilities at Sandy Barn Cottages.

7. LIABILITY

Sandy Barn Cottages, its employees and representatives shall not be liable to you or your party for loss or damage to property howsoever arising. You must take all necessary steps to safeguard yourselves and your property.

8. CARE OF THE PROPERTY

You are responsible for the property and are expected to take all reasonable care of its furniture, pictures, fittings and effects, in or on the property. You must leave them in the same state of repair, and in a reasonable clean and tidy condition at the end of the rental period. You understand there is a Cleaning Deposit of £25 which has been added to Your Rental Cost and which will be returned within Seven working days if the cottage is left in a satisfactory condition upon departure. We reserve the right to additionally charge for any broken or missing items from the cottage if the value of the item exceeds the Cleaning Deposit amount. We recommend that you have insurance in place to cover this.

You must not use the properties for any dangerous, offensive, noxious, noisy, illegal or immoral activities or carry on there any act that may be a nuisance or annoyance to the owner or other neighbouring properties. Smoking is not allowed in any of the cottages. Any damages will have to be paid for in full within seven days of notification.

We reserve the right to terminate your stay if you, or members of your party, are believed to be causing a nuisance to the other guests or are not treating the property and grounds with due respect.

9. WIFI

Wi-Fi is provided for the guest's reasonable use. The guest agrees to reasonable and lawful usage of this service.

11. RIGHT OF ENTRY

Sandy Barn Cottages reserve the right to enter the property during Your stay, but only with prior arrangement unless in an emergency.

12. COMPLAINTS

Every effort has been made to ensure that you have an enjoyable stay. However, if you have any problem or cause for complaint, it is essential that you contact us immediately to give us the chance to resolve it. We value your custom and want you to return.

13. DATA PRIVACY STATEMENT & COOKIE POLICY

Sandy Barn Cottages' Data Privacy Policy can be found on www.sandybarn.co.uk

Sandy Barn Cottages' Cookie Policy can be found on www.sandybarn.co.uk

14. DRONES, NIGHT LANTERNS AND FIREWORKS

The use of drones is not allowed without our express written permission. Fireworks are not allowed. Night Lanterns are expressly forbidden.

15. PETS

We only allow dogs, no other kinds of pets. Dogs have to be booked in and paid for. (£25 per dog, per stay/per cottage entered). A maximum of Three dogs are allowed. We may allow more dogs to stay but this must be agreed in writing before arrival. We do not allow pets on beds or furniture, and they should not be left unattended in the property at any time. Dogs should also be kept on a lead within the boundaries of the Sandy Barn Cottages. Customers with allergies should be aware that we cannot guarantee that a dog has not stayed in their chosen property previous to their stay, nor can we accept any liability for any suffering which may occur as a result of such animals having been present.

Dogs **must not** chase any livestock or wildlife. You must obey the Countryside Code and keep your dog(s) under close control at all times for their own safety as well as for the benefit of other dog owners and livestock.

We regret that dogs that bark continuously are not allowed at Sandy Barn Cottages. They will disturb the other guests.

16. COMPLIANCE

Sandy Barn Cottages reserve the right to terminate any booking without recompense if it subsequently transpires that the above mentioned conditions have not been observed.

You undertake to ensure that all members of Your party are aware and comply with these conditions.