

# Sound Start UK

## (Trading as Cornish Holiday)

### Terms and Conditions.

Bookings are made and accepted only on the following conditions:

Cornish Holiday is a trading name of Sound Start UK Limited. [www.cornishholiday.info](http://www.cornishholiday.info) ("the Website") is a website owned and operated by Sound Start UK Limited.

#### 1. Contract and Booking

- a) Sound Start UK Limited, trading as Cornish Holiday, hereinafter called "the company", own and let accommodation for holidays. The Contract of Letting is between the guest ("the Guest") and the Owner (The Company). 'The Company' means any subsidiary or direct or indirect holding company of the Company from time to time.
- b) This agreement is made on the basis that the property ("the Property") is to be occupied by the holidaymakers for a holiday (as per any current legislation) and the Holidaymakers acknowledge that the tenancy granted by this agreement is not an assured tenancy and that no statutory periodic tenancy will arise when it ends.
- c) Bookings cannot be accepted from persons under 18 years of age. Group bookings of single sex parties are subject to the companies discretion and may or may not be allowed and may necessitate special arrangements, (safety / non-refundable deposits may be required). Any pets (if allowed) must be declared at the time of booking and may require confirmation of size, breed and a record of vaccinations if felt appropriate. Some restrictions may be stipulated for pets, such as not entering the bedrooms or similar. These restrictions would be made clear before your stay.
- d) No bookings are valid until confirmed by The Company in writing.

#### 2. Deposit

- a) A deposit of one nights stay of the cost of the holiday ("Deposit") must accompany the booking request, plus the Booking Fee, if applicable (as detailed at the time of booking). The Booking Fee and Deposit are non-refundable unless the 'The Company' is unable to accept the booking, and as specified below.

#### 3. Insurance

- a) The Company recommends that Holiday Insurance is taken out when making a booking even when payment is made in full.

#### 4. Balance Payment

- a) Once a booking is confirmed by 'The Company', the Guest is responsible for the full balance of the cost of the holiday. This shall be paid not later than 6 weeks before the booking is due to commence.

- b) 'The Company' reserves the right to re-let any holiday where any monies due are more than 7 days in arrears of the due date, whereupon any monies paid by the Guest over and above any non-refundable deposit & booking fee etc will be refunded. However, if 'The Company' is unable to re-let the holiday the Guest will remain liable for the outstanding balance of the cost of the holiday, and (if applicable), the Deposit and the Booking Fee.

## 5. Holidaymakers' responsibilities and forfeiture

- a) Properties are Smoke Free and no smoking is allowed.
- b) Properties are Pet free unless otherwise stated and agreed.
- c) The Holidaymakers shall keep the Property and all furniture, fixtures, fittings and effects in, on or at the Property in the same state of repair as at the commencement of the holiday, and shall leave the Property in the same state of cleanliness and general order in which it was found.
- d) The Holidaymaker must report and pay to 'The Company' the cost of any damage or breakages made during their holiday occupancy. The Company reserves the right to make a reasonable charge where guests have contravened the request for their Property to be smoke-free or Pet free.
- e) Holiday makers are required to park in the designated areas identified for the property.
- f) The Holidaymakers' right to occupy the Property may be forfeited without compensation if:
- i. More people or pets than declared to 'The Company' at the time of booking or before the commencement of the holiday and/or the number the Property holds, attempt to take up occupation;
  - ii. Overnight guests are entertained without 'The Companies' express permission;
  - iii. Any activity is undertaken which is illegal, or may cause unreasonable damage, noise, behaviour or disturbance; or
  - iv. Any of the Holidaymakers smoke in or at the Property.
  - v. Noise and disturbance are considered to affect the enjoyment and comfort of neighbours or other people and properties close by.
  - vi. Such activities are carried out or take place as to be detrimental to the reputation of 'The Company'.

## 6. Unavailability of Property

- a) In the event of the Property becoming unavailable (such as due to fire or flooding), 'The Company' will endeavour to provide the Guest with suitable alternative accommodation or will refund all monies paid, or a proportion in the case of curtailment. The Company cannot, however, pay any compensation, expenses, payment in lieu or consequential losses as a consequence of such an event.

## 7. Cancellations

7.1 In the event of cancellation, Guests may be due a partial refund which is dependent on when notice of cancellation is given before the holiday start date. The refund is calculated as follows:

- Less than 21 days notice – No refund due
- 22-35 days notice – 10% of the total accommodation cost
- 36-49 days notice – 20% of the total accommodation cost
- 50-63 days notice – 40% of the total accommodation cost

- More than 63 days notice – the Guest's liability for the remainder of the balance will be waived or the balance refunded if this has been paid previously.

If a refund is due it will be paid within 10 working days of cancellation.

7.2 Where a Booking has been taken with a deposit which is less than our standard Deposit (of 1 night of the total accommodation stay plus Booking Fee), the Guest will, upon cancellation, be liable to pay the difference between the reduced deposit and our standard Deposit.

7.3 For all cancellations, the Deposit, Booking Fee and any extras will be retained.

7.4 'The Company' reserves the right, at the discretion of 'The Company' not to accept bookings or cancel bookings at short notice if they so wish, without explanation.

### **Alterations to Bookings**

- a) A Guest requiring a booking to be altered once the booking has been confirmed will be charged £20.00

### **8. Pets**

- a) Dogs and Pets are only allowed at Properties where this is specifically stated in the Property description; additional Dog / Pet restrictions may and will be applicable. Please be aware of these and abide by them accordingly.
- b) Where Dogs / Pets are allowed, there is an additional charge per dog / Pet, which will be advertised with stay rates, for each full or part week. You will be informed of the charges at the time of Booking.
- c) If you take a Dog / Pet to a Property that states pets are not allowed, or you exceed the stated number/size of dog(s)/ Pet(s), 'The Company' has the right to refuse to allow Holidaymakers to enter or stay in the Property, and/or they may ask the Holidaymakers to leave the Property before the end of the holiday period.
- d) Registered assistance dogs are allowed in all Properties, however the property may not be appropriate so you must notify us of the intended presence of any assistance dogs, with evidence of registration, prior to making a Booking. We will then advise if the property is suitable for the assistance dog and disabled / visually impaired person. In such circumstances deposits will be refunded.
- e) If any Holidaymaker has an allergy to dogs / Pets, please be aware that 'The Company' cannot guarantee that an assistance dog / pet has not stayed in a particular Property. The Company cannot accept responsibility for any suffering which may occur as a result of such animals having been present in a Property.
- f) Young dogs (e.g. puppies) must be declared to The Company at the time of Booking and authorised by The Company. If a young dog / pet is taken to a Property without the consent of the 'The Company' this could result in you being asked to leave without compensation. When booking online it is advised you check the acceptance of your pet by telephoning 'The Company' Reservations Department.
- g) The following dog / pet terms apply:
  - i. Dogs / Pets must be under strict control at all times while in or at the Property;
  - ii. Any fouling must be cleared up without delay;
  - iii. The dog / pet owner must bring the dog's / Pets bed or basket for sleeping in;
  - iv. Dogs / Pets must not be left alone in or at the Property or elsewhere at any time;

- v. Dogs / pets must not lie on beds or furnishings, and hair must be cleared up before departing;
- vi. Dog / Pet owners must ensure that their pets are free from parasites and fleas before they occupy the Property. Failure to do so may incur subsequent and additional charges;
- vii. You will be liable for any damage caused by your and any Holidaymakers' dogs / Pets . Any damage is to be reported to 'The Company' (or their representative) immediately. Any additional cleaning required, that may incur an additional charge, will be charged following your stay.

h) If you break the terms of these terms and conditions, 'The Company' (including their representative) may notify you that you have broken these terms and may cancel this Booking and ask that the Holidaymakers leave the Property before the end of the holiday period without compensation, or that they pay an additional reasonable charge.

i) Pets other than dogs may be allowed at 'The companies' discretion. This must be approved prior to making a Booking and can be arranged by telephoning the Reservations department; 'The Company' has the right to refuse to allow Holidaymakers to enter or stay in the Property or ask Holidaymakers to leave the Property before the end of the holiday period if prior approval has not been given. Additional charges and terms may apply.

## 9. 'The Companies' access to Property

a) 'The Company' or their representative, including cleaners etc, shall be allowed access to the Property at any reasonable time during any holiday occupancy.

## 10. VAT and Insurance Premium Tax (IPT)

a) All prices quoted include VAT and Insurance Premium Tax where applicable at current rates.

## 11. Complaints procedure

a) In the event of there being cause for complaint concerning a Property, the matter shall be taken up with The Company at once. It is important that this is done whilst you are still at the Property so that an on-the-spot investigation can be made if necessary and remedial action taken if required.

b) In no circumstances will compensation be considered for complaints raised after the holiday has ended, when the Holidaymakers have denied The Company /representative / cleaner the opportunity of investigating the complaint and endeavouring to remedy matters during the holiday. Please use the contact numbers provided when contacting The Company. During out-of-office hours, an answer phone facility will be available which will be checked on a regular basis.

c) Every effort will be made to rectify any problems as quickly as possible and during your stay. In the unfortunate event that events are outside the control of 'The Company' or cannot be rectified quickly during your stay, unfortunately 'The Company' cannot accept claims for compensation or consequential loss.

## 12. Literature

a) We have compiled the information in our brochure and on our Website as accurately as possible at the time of going to press. However, facilities may be altered or withdrawn for

reasons outside The Company's control, in which case The Company cannot accept responsibility.

- b) We make every effort to ensure that the Property details supplied are accurately reproduced. Mistakes may occur from time to time, and confirmation should be requested prior to booking. The Holidaymakers accept that minor differences between text/photographs/illustrations in the brochure and on the Website and the actual Property may arise. We cannot accept responsibility should the Property not conform to the Holidaymaker's standards. If a facility is particularly important to you, please check with us prior to your booking.

### 13. Discount Vouchers

- a) 'The Company' has where possible negotiated with other organisations discounts and special offers to be provided to guests staying with us. Vouchers are supplied in good faith but we 'The Company' advise that the organisations are contacted before visiting to ensure the discount is still valid along with their opening times and any other information you may need to have to ensure an enjoyable visit. Unfortunately, we 'The Company' cannot accept any liability or offer any compensation in any way if the vouchers are not accepted, the organisation is no longer trading or has changed its rules and pricing policies.

### 14. Communication with you and data

- a) The Company may or may not as part of a booking introduce Holidaymakers to the goods and/or services of third parties. The Company shall not be treated as an agent for any such third parties, and any contract for the supply of such goods and/or services shall be between the provider and the Holidaymaker.
- b) Please see our GDPR and Privacy Statement which explains how we will process your personal data.
- c) All electronic data transferred pursuant to these terms and conditions remains the property of The Company or their agents and may not be replicated in part or whole without The Companies prior written permission. Electronic data will not be preserved indefinitely by The Company.

### 15. Legal

- a) Any dispute, claim or other matter which may arise in relation to your booking will be governed by English law and you agree that any dispute will be dealt with exclusively by the courts of England and Wales.

The Booking Conditions will apply to all confirmed bookings, and these Terms and Conditions supersede all previous editions.