cornish STAYS



TERMS AND CONDITIONS

1. DEFINITIONS

To keep things clear and simple, the following terms will have the meanings set out below when used in these Terms and Conditions:

Booking - A confirmed reservation for a stay at a Cornish Stays property, following acceptance by us and receipt of the applicable deposit or payment.

Booking Confirmation - The written confirmation (usually by email) sent to you by Cornish Stays confirming the details of your Booking.

Booking Deposit - A portion of the total rental cost (typically 25%), payable at the time of Booking to secure your chosen dates if the Booking is made more than 2 months before the check-in date.

Balance Payment - The remaining amount due, after the Booking Deposit has been paid, required 60 days before your arrival date.

Security Deposit - A refundable amount held as security to cover any damage, loss of contents or keys, or excessive cleaning required after your stay.

Check-In Time - The date and time from which the Property will be available for your arrival, as set out in your Booking Confirmation.

Check-Out Time - The agreed date and time by which you must vacate the Property, as outlined in your Booking Confirmation.

Customer / Guest / You - The lead booker who makes the Booking and is responsible for all members of the party during the stay.

Cornish Stays / We / Us - Refers to the company acting as the agent or representative managing bookings on behalf of the Property Owner.

Holiday / Stay – The period you have booked to stay at the Property, as confirmed in your Booking.

Owner - The legal owner(s) of the Property, or their authorised representative.

Guest List - The full list of guests staying at the Property, including the lead Guest. This must not exceed the maximum occupancy stated for the Property.

Property - The holiday home, cottage or retreat you have booked to stay in, including any outdoor space, fixtures, fittings, furnishings, and facilities provided.

Property-Specific Terms - Any additional rules, guidance, or conditions that apply to a particular Property, shared with you either before or after Booking.

Rental Fees - The total amount payable for the Booking, including the accommodation cost and any agreed Optional Extras.

Rental Period - The duration of your stay, starting from Check-In Time and ending at Check-Out Time.

Optional Extras – Any additional services or amenities you choose to add to your Booking (such as pets), which are subject to availability and additional charges.

Force Majeure / Events Beyond Our Control - Circumstances beyond our or the Owner's reasonable control that may affect your stay, such as extreme weather, fire, flood, government restrictions, or other exceptional situations.

2. THE CONTRACT

- 2.1 These Terms and Conditions govern your booking and stay. When you book a property through Cornish Stays, you enter a contract with the property Owner. Cornish Stays acts solely as the Owner's agent.
- 2.2 Your booking becomes legally binding once we have received either your deposit or full payment (depending on how close your arrival date is), and we have issued you with a Booking Confirmation in writing.
- 2.3 The person making the booking must be at least 18 years old and accepts responsibility for all members of the party. You confirm that all guests have read, understood, and agree to abide by these Terms and Conditions.
- 2.4 It is your responsibility to ensure all information you provide is accurate. We cannot accept responsibility for problems caused by errors in the information you submit.
- **2.5** Bookings made over the phone will be confirmed both verbally and in writing.
- 2.6 You agree to provide a full Guest List in advance of your stay. The number of guests must not exceed the maximum occupancy stated on the property listing.
- 2.7 The property will only be available during the agreed Rental Period. Guests who do not vacate on time may incur additional charges to cover staffing or cleaning costs.
- 2.8 You are not permitted to re-let, sublet, or transfer the property to anyone else without our written permission.
- 2.9 While we aim to keep all descriptions, photographs, and illustrations of our properties up to date, these are for auidance purposes only and are subject to change.

3. RENTAL PERIOD & CHECK-IN/OUT

- 3.1 The standard Rental Period starts at either 3:00pm or 4:00pm on the arrival date, depending on the property, and ends at 10:00am on the departure date, unless otherwise agreed in writing.
- 3.2 Early arrival or late departure must be agreed with Cornish Stays in advance. Failure to vacate on time without prior agreement may result in a deduction from your Security Deposit.
- **3.3** The property is only available to you during the Rental Period.

4. DEPOSIT & FINAL PAYMENT

- **4.1** A non-refundable deposit of 25% of the total holiday cost is required at the time of booking if the arrival date is more than 60 days away.
- **4.2** If the booking is made within 60 days of the arrival date, the full balance, including any security deposit or pet fees, is due at the time of booking.
- **4.3** The final balance must be paid no later than 60 days before your arrival date.
- 4.4 If the balance is not paid by the due date, the booking will be cancelled, and the dates re-advertised. The initial deposit will not be refunded.
- **4.5** We do send automatic final balance reminders, but it is your responsibility to make final payment on time.

5. CHANGES TO A BOOKING

- **5.1** Any changes to your confirmed booking (e.g. party size, dates, guest names) must be requested in writing and are subject to availability and Owner approval.
- **5.2** Changes requested within 14 days of your arrival date may not be possible.

6. CANCELLATION & BOOKING CONFIDENCE

At Cornish Stays, we understand that plans can change unexpectedly. While we strongly recommend taking out comprehensive holiday insurance, we've built a fair cancellation policy to give you confidence and clarity when booking your stay.

- **6.1** If you need to cancel your booking, please notify us in writing as soon as possible (email is acceptable). The effective date of cancellation will be the date we receive written confirmation.
- **6.2** Our standard policy is as follows:

Bookings cancelled more than 60 days before arrival: You will be refunded the full amount you have paid, minus the 25% non-refundable deposit.

Bookings cancelled within 60 days of arrival:

We will do our best to resell your dates. If we are successful, you'll receive a refund equal to the amount we re-sell the dates for, minus the 25% deposit..

If we are unable to resell your booking, the full cost remains payable and no refund will be issued.

- **6.3** Any refund due will be processed within 14 days of either the cancellation date or the completion of the resale, whichever is later.
- 6.4 Please note:

Refunds are based on the price we achieve for the resale

We cannot guarantee that all or part of the stay will be rebooked.

Any extras (such as pet fees) will be refunded in full if not used

6.5 We do not offer a "Cancel Anytime" policy, but we're always happy to work with you to try and find a solution where possible.

7. PETS

- **7.1** Pets are welcome at selected properties only and must be confirmed at the time of booking.
- **7.2** A charge of £40 per pet per stay applies. A maximum of two pets is permitted, unless otherwise agreed in writing.
- 7.3 Pets are not allowed on furniture or beds. Guests are expected to clean up after pets and to ensure they do not cause damage.
- 7.4 Any extra cleaning or damage caused by pets will be deducted from the Security Deposit or invoiced separately.

8. SMOKING & VAPING

- **8.1** Smoking or vaping is strictly prohibited inside all properties.
- **8.2** Breaching this condition will result in the immediate termination of your stay without refund and may lead to additional cleaning or damage charges.

10. DAMAGE & SECURITY DEPOSIT

- **10.1** You are responsible for the property and its contents during your stay and agree to take reasonable care of all furnishings, fixtures, and fittings.
- 10.2 A refundable damage deposit (also called a Security Deposit) may be required depending on the property. You will be informed of this at the time of booking.
- 10.3 This deposit will be refunded within 14 working days of your departure, provided the property is left in good condition and no deductions are required for damage, breakages, missing items, additional cleaning, or late check-out.
- **10.4** Please report any damage or breakages during your stay, especially before departure, so we can put things right for future quests.
- **10.5** Any damages or extra cleaning required will be fairly assessed, and we will always communicate with you before making deductions.

11. GUEST RESPONSIBILITIES & HOUSE RULES

- 11.1 You and your party are expected to treat the property with the same respect you would your own home.
- **11.2** Please do not move furniture, and kindly remove shoes indoors where requested.
- 11.3 Windows and doors must be secured when the property is left unoccupied. Electrical items and lights should be switched off when not in use.
- **11.4** Towels provided must not be taken to the beach or used for outdoor activities.
- 11.5 You agree to follow the checkout instructions provided in your Welcome Pack, including stripping beds, placing rubbish in the correct bins, and returning all keys.
- 11.6 Keys not returned will incur a replacement charge.

12. Noise, Parties & Behaviour

- **12.1** Our properties are designed for peaceful getaways. Parties, events, or gatherings beyond the stated occupancy are not permitted.
- **12.2** Please respect our Cornish neighbours and keep noise to a minimum between 10pm and 8am.
- **12.3** We reserve the right to terminate your stay without refund if behaviour is deemed unreasonable, antisocial, or in breach of these Terms.

13. LIABILITY

- 13.1 Cornish Stays and the property Owner shall not be liable for:
- Any temporary defect or malfunction of utilities, equipment, or appliances
- Any loss, damage, or injury which occurs as a result of adverse weather, accidents, or negligence beyond our control
- The loss of any personal belongings or valuables during your stay
- **13.2** In the rare event that a property becomes unavailable due to unforeseen circumstances (e.g. flood, fire, significant damage), we will offer you an alternative property or provide a full refund. Our liability will not extend beyond the amount paid for the booking.

14. DESCRIPTION & LOCAL AMENITIES

- **14.1** We make every effort to ensure that all descriptions, photos, and details on our website and booking materials are accurate and regularly updated. This includes the facilities at each property and any recommendations we make about the surrounding area.
- 14.2 Please note that local amenities (such as cafes, restaurants, pubs, and shops) may change opening hours, close temporarily, or cease trading altogether—these are outside of our control. While we always aim to provide up-to-date recommendations, we cannot guarantee the availability or quality of services not provided directly by Cornish Stays.
- 14.3 If we become aware of any significant changes that may affect your stay, we will always try to let you know before your arrival.
- 14.4 Where WiFi is listed as available, it is provided subject to network availability and the service conditions in that specific area. Coastal and rural locations may occasionally experience slower or intermittent service, which is unfortunately beyond our control.

15. COMPLAINTS & ISSUES DURING YOUR STAY

- **15.1** If you encounter any problems during your stay, please notify us as soon as possible. We will do our utmost to resolve issues quickly and fairly.
- **15.2** Complaints raised after departure that were not reported during your stay may not be eligible for compensation or resolution.
- **15.3** Emergencies should be reported immediately via the contact details in your Welcome Pack.

16. AMENDMENTS TO THESE TERMS

- **16.2** The most up-to-date version will always be available on our website and will apply to all current and future bookings.

17. PRIVACY & PERSONAL DATA

- 17.1 In order to process your booking and provide you with the best possible experience, we collect some personal information such as your name, contact details, party size, and the ages of any guests under 18.
- 17.2 This data is used solely for:
- Managing your booking and stay
- Contacting you with important information about your holiday
- Providing your details to trusted third-party service providers (e.g. housekeepers, hot tub companies) when necessary to deliver services connected to your stay
- 17.3 We process your data under the lawful bases of contract and legitimate interest. We will only ever collect what we need, and we never sell your data to

- 17.4 With your consent, we may contact you occasionally with special offers or updates about Cornish Stays. You can opt out of marketing emails at any time via the unsubscribe link or by contacting us directly.
- 17.5 We store your personal data securely and only for as long as necessary to fulfil your booking, meet legal requirements, or provide ongoing guest support.

18. GIFT VOUCHERS

- A Cornish Stays gift voucher makes a thoughtful present for someone who loves Cornwall, or is yet to discover it. Whether they fancy a romantic weekend away or a peaceful off-season retreat, our handpicked five-star homes are available to book all year round.
- **18.1** Gift vouchers can be purchased in £50 denominations and used towards any Cornish Stays holiday booked directly with us.
- **18.2** Vouchers are valid for 12 months from the date of purchase and must be redeemed before the expiry date. They are non-refundable, non-exchangeable for cash, and cannot be used to purchase another gift voucher. No change will be given if the voucher amount exceeds the balance of the holiday.
- **18.3** If the total cost of the holiday exceeds the value of the voucher, the difference must be paid by the quest at the time of booking.
- **18.4** Cornish Stays cannot accept responsibility for lost, stolen, deleted or damaged vouchers. Please store your voucher PDF safely once received.
- **18.5** To buy a gift voucher, <u>click here</u> or get in touch with us and we'll send a personalised PDF voucher by email within 48 hours.
- **18.6** To redeem a voucher, simply browse our properties, check availability, and contact our team directly at bookings@cornishstays.co.uk or 07720 773544 to make your booking.
- **18.7** All gift voucher bookings are subject to our standard Terms & Conditions.

19. GOVERNING LAW & JURISDICTION

These Terms & Conditions and any agreement formed through a booking with Cornish Stays shall be governed by the laws of England and Wales.

Any dispute or claim arising out of or in connection with your stay (including non-contractual disputes or claims) will be subject to the exclusive jurisdiction of the courts of England and Wales.