



# Sandpiper Apartments

## BOOKING TERMS AND CONDITIONS

These Terms and Conditions (“**these Terms**”) apply to lettings of holiday accommodation. These Terms form the basis of the Customer’s contract with the Owner (all as defined below) so please read them carefully before making a reservation.

### **COVID-19 Cancellation Policy**

If your booking has to be cancelled because Sandpiper Apartments is put under Government Restrictions and has to close and the period of closure covers your booking then you will be refunded (minus a £50 admin fee) or given the option to defer your dates. 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 (minus a £50 admin fee) or given the option to defer your dates.

Disinclination to travel for any reason such as illness (including Covid) or a recommendation to self-isolate/quarantine would not give rise to a right to refund, unless we are able to re-let the property. We strongly urge all guests to take out appropriate travel insurance and 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](http://www.gocompare.com).

### 1. INTERPRETATION

The following definitions and rules of interpretation apply in these Terms:

“Access Statement”	the access information relating to the Property.
“Administration Fee”	a £50 administration fee due from the Customer to the Owner in the event of a cancellation, which will be deducted from all refunds.
“Booking Confirmation”	the confirmation of booking provided by email or post to the Customer when a booking has been accepted.
“Booking Deposit”	the deposit payable to secure a booking which shall be 30% of the Rental Fees.
“Booking Form”	the accommodation booking form completed by the Customer if the booking is made online or by the Owner, on the Customer’s behalf, if the booking is made by email or telephone.
“Customer”	the customer booking the holiday accommodation.
“End Date”	the last day of the Rental Period.

“Event Outside the Owner’s Control”	any act or event beyond the Owner’s reasonable control, including, without limitation, fire, explosion, storm, flood, earthquake, subsidence, war, government action and prohibition, epidemic, pandemic or other natural disaster.
“Facilities”	the facilities available at the Property which are described on the Website.
“Guest(s)”	the people that occupy the Property subject to these Terms.
“Owner”	<p><b>Bank Chambers &amp; Harbourside Apartments:</b></p> <p>Sandpiper Shop (Scilly) Limited incorporated and registered in England and Wales with company number 01311167 whose registered office is at The Sandpiper Shop, Hugh Town, St Marys, Isles of Scilly, Cornwall, TR21 0HY.</p> <p><b>Sandpiper Apartment:</b></p> <p>Jill May of Peninnis House, Church Road, St Marys, Isles of Scilly, TR21 0NA</p> <p><b>Grenofen &amp; The Garden House:</b></p> <p>Jonathan May of Peninnis House, Church Road, St Marys, Isles of Scilly, TR21 0NA</p>
“Pet Supplement”	the additional charge of £50 for a dog permitted at the Property.
“Property”	the house (and garden, if any) identified in the Booking Confirmation, together with the fixtures, furniture and effects at that house (and garden).
“Rental Fees”	the total amount due from a Customer in respect of a booking of the Property.
“Rental Period”	the rental period specified in the Booking Confirmation.
“Start Date”	the first day of the Rental Period.
“Website”	the website advertising the Property which is currently located at <a href="http://www.sandpiper-scilly.co.uk">www.sandpiper-scilly.co.uk</a> .

## 2. GENERAL

- 2.1 The Facilities at the Property are as described on the Website. The Access Statement relating to the Property is available on the Website.
- 2.2 Images of the Property on the Website are for illustrative purposes only. The Owner makes every effort to describe the Property and Facilities as accurately as possible, and to keep information up-to-date. The Property and the Facilities may vary slightly from the images.

### 3. **BOOKING AND PAYMENT OF BOOKING DEPOSIT**

#### 3.1 The Customer agrees:

- a) to pay the Booking Deposit, or the full amount of the Rental Fees if the Booking Form is submitted less than 8 weeks before the Start Date, to the Owner, within 5 days of submitting the Booking Form;
- b) that they are one of the Guests staying at the Property (unless agreed otherwise in writing by the Owner);
- c) that they are at least 18 years old;
- d) to check the details of the Booking Confirmation are correct and notify the Owner immediately of any discrepancies. The Owner cannot accept responsibility for any errors not corrected prior to arrival;
- e) that the Property shall not be let to groups of three or more of the same sex, unless otherwise agreed in writing by the Owner;
- f) to ensure that all Guests are aware of, and comply with, these Terms; and
- g) to ensure that bookings are only taken 11 months in advance (unless otherwise agreed in writing with the Owner).

3.2 The submission of a Booking Form (by the Customer or the Owner on the Customer's behalf) and payment of the Booking Deposit (or the full amount of Rental Fees, if the booking is made less than 8 weeks before the Start Date) is an offer to let the Property on the requested dates. A booking is provisional until the Booking Deposit has been paid in full, in cleared funds and the Owner has issued a Booking Confirmation. The Owner reserves the right to refuse a booking and, if a booking is refused all Booking Deposits and Rental Fees paid by the Customer will be refunded immediately.

3.3 If the Property is not available on the requested dates, or if the Rental Fees have changed, the Owner will notify the Customer and suggest alternative dates and confirm the new Rental Fees. For the avoidance of doubt, no binding contract will come into existence until the Owner issues a Booking Confirmation.

3.4 If the Property is available on the requested dates and the Booking Deposit has been paid, the Owner will issue a Booking Confirmation to the Customer. At this point, a binding contract, incorporating these Terms, will come into existence.

3.5 **The Owner strongly recommends that the Customer and all Guests take out holiday insurance. Insurance should cover all risks, including cancellation, accident, breakdown, loss or damage to personal property and all forms of travel delay and cancellation including adverse weather conditions.**

### 4. **PAYMENT OF RENTAL FEES**

4.1 The Customer must pay the balance of the Rental Fees due, together with any Pet Supplement, to the Owner at least 8 weeks before the Start Date. The Customer agrees to make payment by cheque or BACS.

4.2 If the Customer has not paid the balance of the Rental Fees by the date specified in clause 4.1, the Customer will be deemed to have cancelled the booking under clause 11.

4.3 The Owner shall not be responsible for sending payment reminders to the Customer.

4.4 The Owner will check the Rental Fees displayed on the Website before issuing a Booking Confirmation. If the correct Rental Fees (or any associated VAT) are higher than the Rental Fees set out on the Website, the Owner will contact the Customer and

request the correct Rental Fees. If the Customer does not agree to the correct Rental Fees, it may cancel the Contract and all payments will be refunded by the Owner to the Customer.

- 4.5 The Rental Fee includes Wi-Fi, electric, water, bed linen and towels. Cots and high chairs are complimentary but need to be hired at the time of submitting the Booking Form as they are limited in number.

## 5. **AMENDMENTS**

- 5.1 If the Customer wishes to amend the booking after the Booking Confirmation has been issued, it shall notify the Owner in writing together with details of the required change ("**Change Request**"). All amendments are subject to the consent of the Owner, which shall be given at its sole discretion.
- 5.2 If the Change Request relates to including additional Guests in the booking, the Owner shall notify the Customer if any additional Guest fees are payable as a result of the Change Request. If the Customer agrees to the additional Guest fees, it shall pay the same to the Owner within 5 days of the Owner's notification. Following the Owner's receipt of the additional Guest fees (if any), the Owner shall issue the Customer with a written confirmation of the additional Guests permitted at the Property ("**Additional Guest Confirmation**").
- 5.3 If the Change Request relates to an amendment to the Rental Period, it must be received by the Owner at least 8 weeks prior to the Start Date. The Customer agrees that new dates, set out in the Change Request, shall be within the same calendar year of the original Start Date. On receipt of the Change Request, the Owner shall endeavour to facilitate the amendment to the Rental Period provided that the Property is not subject to prior bookings on the requested dates. If the Property is available on the requested dates set out in the Change Request, the Owner shall confirm to the Customer if any additional Rental Fees are payable in respect of the amended Rental Period. If the Customer agrees to the additional Rental Fees, it shall pay the same to the Owner within 5 days of the Owner's notification. Following the Owner's receipt of the additional Rental Fees, the Owner shall issue the Customer with a written confirmation of the change ("**Change Confirmation**") and the booking shall apply to the new Rental Period set out in the Change Confirmation.
- 5.4 Unless the Owner has issued an Additional Guest Confirmation or Change Confirmation, the original booking set out in the Booking Confirmation shall still apply. For the avoidance of doubt, the Customer shall remain responsible for the payment of the full Rental Fees in accordance with clause 4.
- 5.5 The Customer agrees that it shall not submit a Change Request within 8 weeks prior to the Start Date.

## 6. **RENTAL PERIOD**

- 6.1 Unless the Owner confirms otherwise in writing, rentals commence at 3.00pm on the Start Date and end at 9.30am on the End Date.
- 6.2 All keys must be made available to the Owner on or before 9.30am on the End Date, unless the Owner confirms otherwise in writing.
- 6.3 The Rental Period cannot be exceeded unless the Owner gives prior written approval. The Customer shall be responsible for additional costs and charges arising due to unauthorised extensions.

## **7. OWNER'S OBLIGATIONS DURING THE RENTAL PERIOD**

7.1 The Owner agrees that the Customer may quietly possess and enjoy the Property during the Rental Period without any unnecessary interruption from the Owner or any person on behalf of the Owner.

7.2 The Owner shall provide the Facilities at the Property.

## **8. CUSTOMER'S OBLIGATIONS DURING THE RENTAL PERIOD**

8.1 The Customer shall:

- a) use the Property (including the Owner's fixtures and fittings) in a reasonable and careful manner, not allow it to deteriorate and keep it clean and tidy at all times;
- b) be responsible for all damage caused to the Property (including the Owner's fixtures and fittings), or to any other property owned by the Owner, resulting from any breach of the obligations set out in these Terms or any improper use by or negligence of the Guests or any person at the Property with the Customer's permission. The Customer agrees to pay to the Owner all charges raised in respect of damage caused to the Property immediately on request. In the event that the damage affects any subsequent bookings at the Property, the Customer may also be responsible for lost rental fees incurred by the Owner as a result of such damage;
- c) keep the Property and the fixtures, furniture and effects at the Property clean and in the same condition as at the Start Date (fair wear and tear excepted);
- d) to keep possession of the keys for the Property and, in the event that the key is lost, pay to the Owner a charge of £20 for each lost key, immediately on request;
- e) not block or otherwise damage the taps, baths, wash basins, toilets, cisterns or pipes within or exclusively serving the Property;
- f) report to the Owner any damage, destruction, loss, defect or disrepair affecting the Property, or any of the fixtures, furniture and effects at the Property, as soon as it comes to the Customer's attention;
- g) place all refuse in the receptacles provided for the Property;
- h) allow the Owner, its representative and/or its agent or anyone with the Owner's written authority (together with the Owner's housekeeper and any workmen) necessary access to enter the Property at reasonable times of the day to inspect its condition and state of repair and to carry out any necessary repairs, provided the Owner has given reasonable notice (with regard to the work to be undertaken) beforehand;
- i) not interfere with or obstruct any persons accessing the Property in accordance with clause 8.1h);
- j) in cases of emergency, allow the Owner, or anyone with the Owner's authority, to enter the Property at any time and without notice;
- k) use the Property as a private holiday residence for the maximum number of people stated on the Booking Confirmation unless otherwise agreed in writing by the Owner. The Owner reserves the right to terminate the Contract in accordance with clause 12 without refund for a breach of this clause k);
- l) not do anything on the Property which may be a nuisance to or cause damage or annoyance to the Owner or the tenants or occupiers of any adjoining property;
- m) not play any musical devices which can be heard outside the Property

- n) not use the Property for any illegal or immoral purposes;
- o) not cause or permit any dangerous or inflammable substance to collect in or on the Property apart from those needed for general domestic use;
- p) not keep or allow any dogs on the Property without first obtaining the Owner's prior written consent (which will be confirmed in the Booking Confirmation);
- q) not erect any tent at the Property without obtaining the Owner's prior written consent;
- r) not smoke inside the Property;
- s) not light any candles or naked flames inside the Property;
- t) not assign or sublet the Property or any part of the Property and not part with possession or share occupation of the Property or any part of it;
- u) not alter, add to or interfere with the appearance structure exterior or interior of the Property or the arrangement of the fixtures, furniture and effects belonging to the Owner; and
- v) at the end of the Rental Period, remove the Guest's belongings from the Property and leave the Property clean and tidy so that the Property is ready for immediate re-occupation.

## 9. **DOGS**

9.1 Dogs are only permitted in the Property if confirmed on the Website to and agreed by the Owner in the Booking Confirmation.

9.2 If dogs are permitted at the Property, the Customer agrees:

- a) to pay the Pet Supplement;
- b) to only permit one dog at the Property (unless otherwise agreed in writing with the Owner);
- c) to keep dogs off sofas, armchairs and beds;
- d) not to allow dogs in bedrooms;
- e) to not leave dogs alone in a Property at any time;
- f) to clear up any fouling of lawns etc. without delay;
- g) to keep dogs under control at all times and not be left to bark continuously;
- h) to ensure that dogs are free from parasites and fleas before occupation. Failure to do so will incur additional charges which the Customer agrees to pay immediately on request from the Owner; and
- i) to clean and remove all dog hair at the Property before the End Date.

## 10. **LIMITATION OF LIABILITY**

10.1 Nothing in these Terms limits or excludes the Owner's liability for death or personal injury caused by its negligence or fraud or fraudulent misrepresentation.

10.2 If the Owner fails to comply with these Terms, the Owner is responsible for losses which are a foreseeable result of its breach of these Terms or its negligence, but the Owner is not responsible for any loss or damage that is not foreseeable. Loss or damage is foreseeable if it is an obvious consequence of the breach or if it was contemplated by the parties at the time the parties entered into a binding contract.

10.3 The Owner is not liable for business losses. The Owner only lets the Property for

domestic and private use. If the Customer, or a Guest, uses the Property for any commercial or business purpose the Owner will have no liability to the Customer for any loss of profit, loss of business, business interruption, or loss of business opportunity.

## 11. CANCELLATION BY CUSTOMER

11.1 If the Customer intends to cancel the booking after the Booking Confirmation has been issued, it shall notify the Owner in writing ("Cancellation Notice").

11.2 If the Cancellation Notice is received by the Owner:

- a) 8 weeks or more before the Start Date the Owner shall be entitled to retain the Booking Deposit, but the balance of the Rental Fees will not be due; or
- b) less than 8 weeks before the Start Date, the Owner may retain 100% of the Rental Fees.

If the Customer cancels the booking in accordance with clause 11.2, the Owner shall endeavour to re-let the Property during the Rental Period which is subject to the cancellation. If the Owner is able to re-let the Property during the cancelled Rental Period, it shall refund the Booking Deposit or the Rental Fees (paid by the Customer) to the Customer, less a £50 Administration Fee. If the Rental Period is only partially re-let, or is re-let for less than the full Rental Fee, an equivalent proportion of the Booking Deposit or the Rental Fees will be refunded to the Customer, less a £50 Administration Fee.

11.3 If the Customer has not yet paid the balance of the Rental Fees, it agrees that it is responsible for the full payment of the Rental Fees if it cancels the booking in accordance with clause 11.2b).

## 12. CANCELLATION BY OWNER

If there has been a substantial breach of any of the Customer's obligations, the Owner may terminate (i.e. bring to an end) the contract that exists in relation to the Property and may recover possession of the Property. The Owner shall not be liable for any losses incurred by the Customer as a result of the Owner terminating due to the Customer's substantial breach of its obligations. The other rights and remedies of the Owner will remain in force.

## 13. COMMUNICATIONS

13.1 The Owner may contact the Customer by telephone or by writing to the email address or postal address set out on the Booking Form.

13.2 The Customer may contact the Owner by telephone or in writing to the email address or postal address set out in the Booking Confirmation.

## 14. COMPLAINTS

14.1 If the Customer has any complaint about the Property, they may contact the Owner by telephone or email.

14.2 The Customer agrees to raise complaints during the Rental Period to allow the Owner to investigate the complaint and arrange for any necessary remedial action to be made.

## 15. PERSONAL INFORMATION

The Owner shall only use the Customer and Guest's personal information as set out in the privacy policy displayed on the Website.

16. **EVENTS OUTSIDE THE OWNER'S CONTROL**

16.1 The Owner will not be liable or responsible for losses resulting from any failure to perform, or delay in performance of, any of its obligations in these Terms that is caused by an Event Outside the Owner's Control.

16.2 If an Event Outside the Owner's Control takes place that affects the availability of the Property during the Rental Period:

- a) the Customer will be contacted as soon as reasonably possible; and
- b) the Owner's obligations under these Terms will be suspended and the time for performance of its obligations will be extended for the duration of the Event Outside the Owner's Control. Where the Event Outside the Owner's Control results in the Property becoming unavailable during the Rental Period, the Owner will use reasonable endeavours to arrange suitable alternative dates within the same calendar year and, if no alternative dates are available, the Owner may cancel the contract and a proportion of the Customer's pre-payments will be refunded.

17. **General**

17.1 Any obligation on the Customer in these Terms and Conditions not to do an act or thing includes an obligation not to permit or suffer another person to do such act or thing.

17.2 The parties do not intend that the contract between them should be enforceable by any person solely by virtue of the Contracts (Rights of Third Parties) Act 1999.

17.3 An obligation in these Terms and Conditions to pay money includes an obligation to pay Value Added Tax in respect of that payment where applicable.

17.4 Under section 48 of the Landlord and Tenant Act 1987, the Customer is hereby notified that notices (including notices in proceedings) must be served on the Owner at the following addresses:

**Bank Chambers & Harbourside Apartments:**

Sandpiper Shop (Scilly) Limited, The Sandpiper Shop, Hugh Town, St Marys, Isles of Scilly, Cornwall, TR21 0HY.

**Sandpiper Apartment:**

Jill May of Peninnis House, Church Road, St Marys, Isles of Scilly, TR21 0NA

**Grenofen & The Garden House:**

Jonathan May of Peninnis House, Church Road, St Marys, Isles of Scilly, TR21 0NA

17.5 The contract between the parties shall be governed by the laws of England and Wales.