

Booking Terms and Conditions

These Booking Conditions form the basis of your contract with the holiday home owner so please read them carefully.

The Agency

1.1 Orange Roofs Cornwall Ltd trading as Orange Roofs (registered number 09529997) acts as Agent for the Owner of the Property.

1.2 The holiday letting agreement is made between the Owner and you, the Guest. There is no agreement between the Guest and Orange Roofs.

1.3 The Owner and not Orange Roofs is responsible both for the state of the Property and for compliance with applicable health, safety and fire legislation and regulations, including the provision in a safe state of services for gas and/or electricity and water.

1.4 Orange Roofs will not be liable to the Guest or any visitor for any act or omission of the Owner or any other person not employed by or otherwise under the immediate direction, supervision and control of Orange Roofs.

1.5 Orange Roofs will not be liable to the Guest or any visitor for the loss of or damage to their possessions while on the Owner's Property.

2. Booking Terms

2.1 No term of this Agreement is enforceable under the Contracts (Rights of Third Parties) Act 1999 by a person who is not a party to the Agreement.

2.2 This Agreement relates to short-term occupation of the Property for the purpose of a holiday as contemplated by the Housing Act 1988, schedule 1, paragraph 9. The Guest agrees that no assured tenancy is created by the Agreement and no periodic tenancy will arise when it ends.

2.3 Orange Roofs will not accept bookings from any person under the age of 21 years.

2.4 Orange Roofs will not accept bookings for single sex parties unless special arrangements are first made with the Owner, who may require an additional security deposit.

3. Payment Terms

3.1 A deposit of 1/3 (one-third) of the total cost of the holiday rental is payable to confirm the booking. Until the deposit is received by Orange Roofs the Owner is under no obligation to hold the Property available.

3.2 Once Orange Roofs has received the deposit it will confirm the booking in writing. At that point, but not before, the Owner undertakes to hold the Property available for holiday occupation by the Guest during the agreed dates.

3.3 The Guest must, no later than 8 (eight) weeks before commencement of the holiday occupation, pay the balance of the full holiday rental to Orange Roofs. Failure to do so will result in cancellation of the holiday and loss of the Guest's deposit. The Owner will be free to re-let the Property to another guest but the Guest will remain liable for the full cost of the holiday.

3.4 A non-refundable booking fee of £40 (including VAT) is collected when a guests makes a booking.

4. Cancellation

4.1 A holiday may only be cancelled prior to the holiday's start date.

4.2 To cancel a holiday the guest will first notify Orange Roofs by telephone, followed by an email to holidays@orangeroofs.co.uk confirming the cancellation and including the Guest's full name, the name of the Property and the dates of the holiday. Orange Roofs will only cancel a holiday upon receiving a written cancellation notice from the Guest, not a third party.

4.3 In the event of a cancellation, cancellation charges up to the full value of payments made under clause 3 above will apply. The amount charged to the Guest will be based on the number of days between the cancellation notice being received by Orange Roofs and the arrival day of the holiday as follows:

From		To		Charge	
21	to	0	days before arrival charge	100.00 %	of total booking amount
56	to	22	days before arrival charge	60.00 %	of total booking amount
57	to	730	days before arrival charge	33.00 %	of total booking amount

4.4 Orange Roofs strongly recommends that the Guest obtains their own holiday cancellation insurance against the risk of the Guest having to cancel the holiday in part or in full.

4.5 Should the Property unexpectedly become unavailable for holiday letting by reason of circumstances beyond the Owner's immediate control, such as but not limited to fire or flooding and excluding such events set out in clause 13 below, Orange Roofs will try to provide the Guest with suitable alternative accommodation or will, in the alternative, refund to the Guest any payments made under clause 3 above.

4.6 Should the Property become unavailable for holiday letting for any reason within the immediate control of the Owner, Orange Roofs will try to provide the Guest with suitable alternative accommodation or will, in the alternative, refund to the Guest payments made under clause 3 above plus 20% of the rental value.

4.7 In the event of cancellation by the Owner due to unavailability of the Property for any reason, the Guest acknowledges that neither Orange Roofs nor the Owner will be responsible for any loss or damage caused to the Guest or other visitors by that unavailability beyond payments made under clause 3 above.

4.8 Covid-19 cancellation addendum for bookings made on or after 14 April 2020:

4.9.1 Should the holiday be directly affected by travel restrictions imposed by the UK Government insofar as it would be unlawful for the Guest to reach the Property, the Guest will have the option, up to 24 hours prior to the first occupation time on the arrival date of the booking, to either:

- (i) move the holiday to within 12 months of the original holiday dates and at the same property, subject to availability and any increase in rental;
- (ii) receive a credit note for the full value paid under clause 3 above that may be redeemed against one future holiday at the same property and commencing within 12 months of the original holiday dates, subject to availability and any increase in rental;
- (iii) receive from the Owner a refund of 100% of rental payments made under clause 3 above (the Booking Fee is non-refundable).

4.9.2 Prior to the start of the holiday, should the Guest or a member of their party be diagnosed with Covid-19 or exhibit symptoms of the disease, the Guest agrees to notify Orange Roofs immediately. Should Orange Roofs consider there be any likelihood of transmission of the disease from the Guest or the affected party member whilst on holiday, the Guest will be provided with the option to either:

- (i) move the holiday to within 12 months of the original holiday dates and at the same property, subject to availability and any increase in rental;
- (ii) receive a credit note for the full value paid under clause 3 above that may be redeemed against one future holiday at the same property and

commencing within 12 months of the original holiday dates, subject to availability and any increase in rental.

5. Pets

5.1 Whether a pet is allowed to accompany the Guest or a visitor to the Property is in the discretion of the Owner and the appropriate details must be declared at the time of booking.

5.2 Mature dogs (but not puppies) may be permitted by the Owner but only if:
(i) they are declared at the time of booking and, if the Owner so requests, details are provided and checked;
(ii) the Guest accepts the arrangements for pets set out in clause 5.4 and 5.5 below.

5.3 Orange Roofs has, in its advertising material, stated in respect of each property either "Regret no pets" or "No pets" or "Dog friendly" or "Pets welcome" or "Pets are allowed" or "Pets by arrangement". The term "Regret no pets" or "No pets" does not guarantee that there has not been an animal in the property in the recent past (e.g. a guide dog). "Pets welcome" or "Dog friendly" or "Pets are allowed" means that the Owner will, subject to clause 5.2, permit a pet to accompany the Guest for a standard extra fee. "Pets by arrangement" means that, subject to clause 5.2, the Owner will make a decision whether to permit a pet to accompany the guest at a standard extra fee.

5.4 The Guest agrees that if a dog occupies the Property:

- (i) The dog will be free of parasites and fleas;
- (ii) The dog will be kept under close control at all times;
- (iii) Without delay any foul litter will be collected and disposed of in appropriate bags;
- (iv) The Guest will provide the dog at the Property with its own sleeping bed, basket or mattress;
- (v) The dog will not be left alone in the Property at any time;
- (vi) The dog will not be permitted to use the beds or furnishings in the Property;
- (vii) The Guest will clean up any dog hair deposited before leaving the Property.

5.5 The standard minimum fee for a dog is £30 for up to 7 (seven) nights, and an additional £30 for each period up to 7 (seven) nights thereafter. In the event of damage caused by a pet or the need for deep cleaning as a result of occupation by a pet an extra charge will be made at Orange Roofs' discretion.

6. Damage and Attributable Costs

6.1 The Guest undertakes to leave the Property in a clean and tidy condition.

6.2 The Guest undertakes to report any damage, loss, destruction or soiling of the Property or its furnishings to Orange Roofs at the time they come to the Guest's attention. Timely communication with Orange Roofs will avoid unnecessary disputes.

6.3 If damage, loss, destruction or soiling is proved to have been caused by the Guest or a member of their party, the Guest accepts all liability for costs to repair or replace. The payment card used by the Guest to pay for rental or holiday fees will be charged up to the value of £200 on the Owner's behalf, if necessary, to defray the cost of repairs, replacements and additional cleaning charges. Orange Roofs may, at their discretion, charge and hold up to the maximum £200 on behalf of the Owner for a reasonable time until all attributable costs have been established at which time any refundable difference will be made available to the Guest. This does not limit the Guests' liability to the Owner.

7. Sympathetic Use of the Property

7.1 The Guest is invited to remember that occupation of the Property may affect the amenity of neighbours and later holiday guests. Loud noise or other disturbance that may affect others should be avoided, particularly after 22:00 hrs.

7.2 Smoking is not permitted inside the Property save where smoking is expressly permitted.

7.3 The debris of smoking outdoors should be removed and disposed of without delay.

8. Forfeiture

8.1 Orange Roofs and the Owner wish the Guest and any visitors to enjoy their stay at the property. However, in certain circumstances the Guest's right to occupy the Property for the duration of the booking period will be forfeited without compensation:

(i) When the Property is occupied by persons or pets not declared at the time of booking;

(ii) When overnight visitors are accepted without the permission of the Owner or Orange Roofs;

(iii) When the Property is used for a purpose that is illegal;

(iv) When activities generating excessive noise, or liable to cause damage, or disturbance to neighbours, are permitted at the Property;

(v) When a smoking prohibition is ignored.

9. Property Description

9.1 Orange Roofs has tried to give a realistic impression of the Property, its environment, facilities and outlook. The Guest must accept, however, that there may be minor differences between the photographs and the description of the Property at the time of booking and the Property as it appears on occupation. Orange Roofs cannot accept responsibility for differences of expectation.

9.2 If a particular facility within the Property is essential to its enjoyment (whether on mobility or other grounds) Orange Roofs will upon request enquire whether it will be available.

10. Arrival and Departure

10.1 The arrival and first occupation times at the Property is from 17:00 hrs on the first day of the booking.

10.2 The departure time where the Guest must vacate the Property is 10:00 hrs on the last day of the booking to enable the Property to be serviced. Failure to vacate by the agreed time will result in a penalty charge of £45 per 30 minutes over the departure time agreed.

10.3 In circumstances such as but not limited to disease or epidemic, Orange Roofs reserves the right to adjust the times of arrival and departure from those set out in clauses 10.1 and 10.2 above to allow additional time for the Property to be safely and suitably serviced between bookings. Orange Roofs will use best endeavours to notify the Guest of any such adjustment in good time of the holiday commencing.

11. Complaints

11.1 All complaints must be notified to Orange Roofs as soon as reasonably practicable, as Orange Roofs 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.

11.2 If Orange Roofs 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.

12. WiFi

Where a Property offers WiFi, the Guest is invited to remember that broadband speeds vary. Where there is an interruption to broadband that is

beyond the control of the Owner, such as but not limited to a faulty line or router provided by a service provider, the Guest accepts that provision of this service cannot be guaranteed by the Owner.

13. Force Majeure

No liability can be accepted and no compensation will be paid by Orange Roofs or the Owner, where the Guest or his personal property (and/or any person in the Guest's party and/or their personal property) suffers any loss, damage, injury, disappointment, inconvenience or otherwise, or where the performance or prompt performance of any obligations by Orange Roofs or the Owner are prevented or affected by any event which Orange Roofs or the Owner could not have reasonably foreseen or avoided including war, threat or war, riot, civil strife, industrial action, terrorist activity, natural or nuclear disaster, fire, adverse weather conditions, closure of international borders, disease, non-availability of transport services, interruption to services/utilities and all similar events outside the control of Orange Roofs or the Owner.

14. Previous Booking Terms and Conditions

These Booking Terms and Conditions replace and supersede all previous versions and may be updated at any time.