

ORANGE ROOFS CORNWALL LTD (TRADING AS ORANGE ROOFS)
BOOKING TERMS AND CONDITIONS

These Terms and Conditions (these "**Terms**") apply to lettings of holiday accommodation by Orange Roofs Cornwall Ltd a company registered in England and Wales with company number 09529997 whose registered office is at Orange Roofs, Park Avenue, St. Ives, Cornwall, England, TR26 2DN (the "**Agency**"). The Agency's VAT number is GB 260202947.

The Agency acts as an agent for the Owner and the Customer (all as defined below) contracts directly with the Owner. The Agency does not own the Property and does not form booking contracts with Customers.

If you book the Property through the Website (all as defined below), these Terms shall form the basis of the contract you form with the Owner so please read them carefully before making a booking. If you book the Property through a third-party platform (such as the websites operated by Airbnb Inc.) separate booking terms shall apply to the contract you form with the Owner.

The Agency may amend these Terms from time to time as set out in clause 14. Every time a Customer submits a Booking Form, it must check these Terms to ensure it understand the Terms which will apply at that time. These Terms were most recently updated on 29 December 2022.

1. DEFINITIONS AND INTERPRETATION

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

"Arrival Time"	the time on the Start Date when the Property is made available to the Customer, as confirmed in the Booking Confirmation;
"Booking Confirmation"	the confirmation of booking provided by email to the Customer when a booking has been accepted;
"Booking Deposit"	the deposit payable to secure a booking which shall be: a) if the Booking Form is submitted more than 8 weeks prior to the Start Date, 33% of the Rental Charges; or b) if the Booking Form is submitted less than 8 weeks prior to the Start Date, 100% of the Rental Charges.
"Booking Form"	the accommodation booking form completed by, or on behalf of, the Customer;
"Booking Fee"	The booking fee of £40 (including VAT) payable by the Customer to the Agency when submitting the Booking Form;
"Customer"	the person who submits the Booking Form;
"End Date"	the last day of the Rental Period as set out in the Booking Confirmation;
"Event Outside Control"	any act or event beyond the Agency's or Owner's reasonable control, including, without limitation, fire, explosion, storm, flood, earthquake, subsidence, epidemic, pandemic or other natural disaster, any law or any action taken by a government or public authority, including, without limitation, imposing restrictions on movement or quarantine;
"Guests"	the people that occupy the Property subject to these Terms;
"Owner"	the owner(s) of the Property;

"Pet Supplement"	the additional charge payable for each pet (set out on the Website from time to time) permitted to occupy the Property and confirmed in the Booking Confirmation;
"Property"	the house (and garden, if any) identified in the Booking Form together with the fixtures, furniture and effects;
"Rental Charges"	the rental charges specified in the Booking Confirmation (excluding the Security Deposit);
"Rental Period"	the rental period specified in the Booking Confirmation;
"Security Deposit"	the sum of £200 payable by the Customer in respect of possible damage to the Property;
"Start Date"	the first day of the Rental Period as set out in the Booking Confirmation;
"Website"	The Agency's website currently located at https://orangeroofs.co.uk together with such other websites which may be developed by the Agency from time to time.

2. THE PROPERTY

- 2.1 The Property is as described on the Website from time to time. The Customer agrees that the Agency's employees and agents are not authorised to make any contractually binding representations concerning the Property. The Customer acknowledges that it does not rely on, and waives any claim for breach of, any such representations.
- 2.2 The images and descriptions of the Property on the Website and in advertising materials are for illustrative purposes only. The Agency makes every effort to describe the Property as accurately as possible, and to keep information up-to-date. The Property may vary slightly from the images and descriptions on the Website and in advertising materials.

3. BOOKING AND PAYMENT OF BOOKING DEPOSIT

- 3.1 The Agency acts as an agent for the Owner and arranges bookings of the Property on behalf of the Owner. The Customer acknowledges and agrees that it shall form a booking contract directly with the Owner.
- 3.2 The Customer agrees:
- to pay the Booking Deposit and the Booking Fee to the Agency at the same time as it submits the Booking Form;
 - that it is one of the Guests that will occupy at the Property;
 - that it is at least 21 years old; and
 - to ensure that all Guests are aware of, and comply with, these Terms.
- 3.3 Unless otherwise agreed in writing, the Property shall not be let to groups of three or more people of the same sex (such as hen parties) as this may cause annoyance to occupiers of any adjoining property and may result in damage to the Property.
- 3.4 The submission of a Booking Form and payment of the Booking Deposit and Booking Fee is an offer to let the Property on the requested dates.
- 3.5 If the Property is available on the requested dates and the Booking Deposit and Booking Fee has been paid, the Agency (acting on the Owner's behalf) will issue a Booking Confirmation to the Customer. At this point, a binding contract, incorporating these Terms, will come into existence.
- 3.6 The Agency strongly recommends that the Customer and Guests take out holiday insurance. Insurance should cover all risks including cancellation, accident, breakdown, loss or damage to personal property.

4. PAYMENT OF RENTAL CHARGES

- 4.1 If the Owner is registered for VAT the tax payable is included in Booking Deposit and Rental Charges.
- 4.2 The Customer must pay the balance of the Rental Charges due to the Agency at least 8 weeks before the Start Date.
- 4.3 If the Customer has not paid the balance of the Rental Charges by the date specified in clause 4.2, the Agency may deem the Customer to have cancelled the booking in accordance with clause 6.
- 4.4 The Agency will endeavour to check the Rental Charges displayed on the Website before issuing a Booking Confirmation. If the correct Rental Charges are higher than the Rental Charges set out on the Website and a Booking Confirmation has been issued, the Agency will contact the Customer and request the correct Rental Charges. If the Customer does not agree to the correct Rental Charges, it may cancel the contract and all payments will be refunded by the Agency to the Customer.

5. SECURITY DEPOSIT

- 5.1 If the Customer has paid the Rental Charges by credit or debit card, it authorises the Agency to deduct the Security Deposit from the relevant debit or credit card within 14 days of the End Date.
- 5.2 The Security Deposit will be applied against any cost incurred in relation to:
- a) remedying any loss, breakages or damage to the Property, fixtures, fittings and effects at the Property caused by the Customer, any Guests or, where applicable, any pets; and
 - b) performing any additional cleaning at the Property which is required due to the Customer's, or Guest's, failure to leave the Property in a clean and tidy condition on the End Date.
- 5.3 In the event that any of the costs identified at clause 5.2 exceed the Security Deposit, the Agency shall submit to the Customer an invoice (together with such supporting evidence as may be reasonably required) for any additional costs and the Customer agrees to pay such invoice within 14 days of the date of the invoice.

6. CANCELLATION BY THE CUSTOMER

- 6.1 The Customer shall notify the Agency in writing (by email to holidays@orangerooftops.co.uk) prior to the Start Date if it intends to cancel the booking. The Customer's notice of cancellation shall also include the names of the Guests, the name of the Property and the Rental Period.
- 6.2 If the Customer cancels the booking the following provisions will apply:
- a) cancellation between 731-57 days from the Start Date – the Owner retains 33% of the Rental Charges and will refund all other sums paid by the Customer, less the Booking Fee;
 - b) cancellation between 56-22 days from the Start Date – the Owner retains 60% of the Rental Charges and will refund all other sums paid by the Customer, less the Booking Fee;
 - c) cancellation between 21-0 days from the Start Date – the Owner retains 100% of the Rental Charges.

7. CANCELLATION BY THE OWNER OR AGENCY

- 7.1 The Agency (acting on the Owner's behalf) shall notify the Customer in writing if it cancels the Customer's booking.
- 7.2 If the Agency cancels the booking, the Agency shall use reasonable endeavours to arrange suitable alternative accommodation or refund all payments to the Customer (less the Booking Fee).

8. RENTAL PERIOD

- 8.1 Unless otherwise confirmed in writing by the Agency, the Rental Period commences on the Arrival Time on the Start Date and ends at 10:00am on the End Date.
- 8.2 The Customer may collect the keys from the key safe, or the Owner's representative, on the Arrival Time.
- 8.3 The Rental Period cannot be exceeded for any reason without the Agency's prior written consent. The Customer agrees that it is responsible for any additional costs and charges incurred due to an unauthorised extension.

9. OWNER'S OBLIGATIONS DURING THE RENTAL PERIOD

- 9.1 Subject to clause 10.1f) and 10.1g), the Owner agrees that the Customer may occupy and enjoy the Property during the Rental Period without any interruption from the Owner, Agency or any person claiming under, or in trust for, the Owner.
- 9.2 The Owner, shall provide adequate bed linen and towels at the Property on the Start Date.

10. CUSTOMER'S OBLIGATIONS DURING THE RENTAL PERIOD

10.1 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) notify the Agency immediately in respect of any loss, breakage or damage to the Property (including the Owner's fixtures and fittings);
- c) be responsible for all loss, breakage or damage caused to the Property (including the Owner's fixtures and fittings) resulting from any breach of the obligations set out in these Terms or any improper use by or negligence of the Customer, Guest or any other person at the Property with the Customer's permission. The Customer agrees that the cost of any damage to the Property may be deducted from the Security Deposit;
- d) 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) and shall be responsible for paying for any replacement items (by way of deduction from the Security Deposit);
- e) place all refuse in the receptacles provided at the Property by the Owner or any other competent authority;
- f) allow the Agency, Owner and/or its agent or anyone with the Agency's or Owner's authority (such as workmen) to enter the Property at reasonable times of the day to inspect its condition and to carry out any necessary repairs provided the Agency has given reasonable notice to the Customer;
- g) in cases of emergency, allow the Agency, Owner, or anyone with the Agency's or Owner's authority, to enter the Property at any time and without notice;
- h) use the Property as a private holiday residence for the maximum number of people stated on the Booking Confirmation and ensure that the persons named on the Booking Confirmation are the only persons entitled to occupy the Property; and
- i) on the End Date, remove the Customer's belongings and refuse from the Property and leave the Property clean and tidy so that the Property is ready for immediate re-occupation. In the event that the Property is not left clean and tidy, the Customer agrees that the Agency may deduct a reasonable fee for cleaning from the Security Deposit.

10.2 The Customer shall not:

- a) do anything on the Property which may be a nuisance to, or cause damage or annoyance to, the Agency, Owner or the tenants or occupiers of any adjoining property;
- b) play any music system or other device that can be heard outside the Property after 10:00pm or before 8:00am;
- c) use the Property for any commercial or business purposes;
- d) use the Property for any illegal or immoral purposes;
- e) keep any pets in the Property without first obtaining the Agency's written consent

(which will be confirmed in the Booking Confirmation and will be subject to the payment of the Pet Supplement);

- f) block or otherwise damage the taps, baths, wash basins, toilets, cisterns or pipes within or exclusively serving the Property
- g) smoke cigarettes, e-cigarettes or vapour cigarettes at the Property;
- h) cause or permit any dangerous or inflammable substance to collect in or on the Property apart from those needed for general domestic use;
- i) use the Property in a way which contravenes a restriction affecting the Owner's freehold (or superior leasehold) title which the Owner has brought to the Customer's attention;
- j) transfer, assign or sublet the Property or any part of the Property and shall not part with possession or share occupation of the Property or any part of it; or
- k) 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.

10.3 If WiFi is available at the Property, the Customer acknowledges and agrees that the WiFi connection is subject to local signal strength and atmospheric conditions which may adversely affect the connection and are not within the Agency or Owner's control. The Wi-Fi connection is provided by third party internet providers and the Owner is not responsible for the failure or unavailability of the Wi-Fi connection.

11. PETS

11.1 The description of each Property on the Website will confirm whether any pets are permitted in the Property and the amount of the Pet Supplement will be published on the Website.

11.2 The Customer shall include a request for a pet to occupy the Property in the Booking Form.

11.3 The Customer acknowledges and agrees that pets may have previously occupied the Property.

11.4 If pets are permitted at a Property, the Customer agrees:

- a) to pay the Pet Supplement;
- b) that only mature dogs (not puppies) are permitted;
- c) that the pet shall be free of parasites and fleas;
- d) that the pet shall be kept under close control at all times;
- e) to provide the pet with its own sleeping bed, basket or mattress;
- f) to not exceed the number of pets of the type stated on the Booking Confirmation;
- g) to not leave pets alone in the Property at any time;
- h) to keep pets off any furniture, sofas or beds;
- i) to ensure that pets are not nuisance to, or cause annoyance to, the Agency, Owner or the tenants or occupiers of any adjoining property;
- j) to clean any pet hair at the Property before leaving the Property on the End Date; and
- k) to pick up after pets after soiling at all times.

11.5 The Customer agrees to pay an additional cleaning charge for failing to comply with clause 11.4 which the Agency may settle by way of a deduction from the Security Deposit.

12. TERMINATION

If there has been a substantial breach of any of the Customer's obligations, the Owner (or the Agency acting on the Owner's behalf) 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 Agency and Owner will remain in force.

13. LIMITATION OF LIABILITY

- 13.1 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.
- 13.2 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.
- 13.3 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 for any loss of profit, loss of business, business interruption, or loss of business opportunity.
- 13.4 The Agency issues Booking Confirmations, and forms contracts, on behalf of the Owner. The Customer acknowledges and agrees that the Agency accepts no responsibility for any acts or omissions of the Owner.

14. CHANGES TO THESE TERMS

- 14.1 The Agency may revise these Terms from time to time to reflect changes in its letting practices or changes in any relevant laws and regulatory requirements.
- 14.2 When the Customer submits a Booking Form to the Agency, the Terms in force at that time will be incorporated into the contract the Customer forms with the Owner.
- 14.3 If the Agency revises these Terms in accordance with this clause 14, it will give notice to Customers by stating that these terms have been amended on the Website and including the date of the amendment in these Terms.

15. COMPLAINTS

If the Customer has a complaint about the Property, it must contact the Agency immediately by email at holidays@orangerooft.co.uk or telephone on 01736 806100. Save for cases of emergency, the Customer agrees to provide the Agency with written reasons for the complaint to allow the Agency to perform further investigations. The Customer shall mitigate any loss it may suffer or incur.

16. COMMUNICATIONS

- 16.1 The Agency may contact the Customer by telephone or by writing to the email address or postal address set out on the Booking Form.
- 16.2 The Customer may contact the Agency by telephone or in writing to the email address or postal address set out in the Booking Confirmation.

17. PERSONAL INFORMATION

- 17.1 The Owner shall collect the name (first name and surname) and age of the Customer and the Guests ("**Contact Data**").
- 17.2 The Owner shall process the Contact Data for the purpose of fulfilling the booking contract with the Customer and permitting the Customer and Guests to occupy the Property. The legal basis for processing the Contact Data is the performance of a contract and the Owner's legitimate interests.
- 17.3 The Customer agrees that the Owner shall share the Contact Data with the Agency for the purpose of completing the booking and permitting the Customer and Guests to occupy the Property.

18. EVENTS OUTSIDE OUR CONTROL

- 18.1 The Owner will not be liable or responsible for any failure to perform, or delay in performance of, any of its obligations in these Terms that is caused by an Event Outside Control.
- 18.2 If an Event Outside Control takes place that affects the availability of the Property during the Rental Period set out in the Booking Confirmation:
- a) the Customer will be contacted by the Agency as soon as reasonably possible;
 - 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 Control; and
 - c) where the Event Outside Control results in the Property becoming unavailable during the Rental Period, the Agency and Owner will use reasonable endeavours to arrange suitable alternative accommodation or alternative dates (within 12 months of the Start Date), provide a credit note to the Customer or the Customer may cancel the contract and payments will be refunded to the Customer (less the Booking Fee).

19. GENERAL

- 19.1 Any obligation on the Customer in these Terms not to do an act or thing includes an obligation not to permit or suffer another person to do such act or thing.
- 19.2 The Owner and Customer 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, other than by the Agency.
- 19.3 If a court finds part of these Terms illegal, the rest will continue in force. Each of the clauses of these Terms operates separately. If any court or relevant authority decides that any of them are unlawful, the remaining paragraphs will remain in full force and effect.
- 19.4 An obligation in these Terms to pay money includes an obligation to pay Value Added Tax in respect of that payment.
- 19.5 These Terms entitle the Customer to occupy the Property for the purpose of a holiday within the meaning of schedule 1, paragraph 9 of the Housing Act 1988.
- 19.6 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 by the Customer at the following address:
c/o Orange Roofs Cornwall Ltd
Park Avenue,
St. Ives,
Cornwall,
TR26 2DN
- 19.7 This contract between the Owner and the Customer shall be governed by the law of England and Wales. The Owner and the Customer agree that the courts of England and Wales will have exclusive jurisdiction to settle any dispute or claim arising out of this contract.