

BOOKING TERMS AND CONDITIONS

These Terms and Conditions (these “**Terms**”) apply to lettings of holiday accommodation by Isles of Scilly Steamship Company Limited a company registered in England and Wales with company number 00165746 whose registered office is at Hugh Town, St Marys, Isles of Scilly, England, TR21 0LJ (the “**Owner**”). The Owner’s VAT number is 383879196.

These Terms form the basis of your contract with the Owner so please read them carefully before placing a booking.

The Owner may amend these Terms from time to time as set out in clause 13. Every time the Lead Guest 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 6th January 2022.

1. DEFINITIONS AND INTERPRETATION

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

“ Booking Confirmation ”	the confirmation of booking provided by email or post to the Lead Guest when a booking has been accepted by the Owner;
“ Booking Form ”	the accommodation booking form completed by the Lead Guest via the website, or, on behalf of the Lead Guest by one of our Travel Centre Agents;
“ Cautionary Deposit ”	the cautionary deposit sum set out on the Website which is payable by the Lead Guest to the Owner in respect of possible damage to the Property;
“ 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 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;
“ Inventory ”	the inventory of fixtures, furniture and effects at the Property a copy of which is kept at the Property;
“ Lead Guest ”	the person who submits the Booking Form;
“ Property ”	the accommodation identified in the Booking Confirmation together with the fixtures, furniture and effects specified in the Inventory;
“ Rental Charges ”	the rental charges specified on the Booking Confirmation (excluding the Cautionary Deposit);
“ Rental Period ”	the rental period specified in the Booking Confirmation;
“ Start Date ”	the first day of the Rental Period as set out in the Booking Confirmation;
“ Website ”	the Owner’s website currently located at www.islesofscilly-travel.co.uk together with such other websites which may be developed by the Owner from time to time.

2. THE PROPERTY

2.1 The Property is as described on the Website from time to time. The Lead Guest agrees that the Owner’s employees are not authorised to make any contractually binding representations concerning the Property. The Lead Guest acknowledges that it does not rely on, and waives any claim for breach

of, any such representations.

- 2.2 Images of the Property on the Website are for illustrative purposes only. The Owner 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 on the Website.

3. **BOOKING AND PAYMENT**

- 3.1 The Lead Guest agrees;

- a) to pay the Rental Charges to the Owner when submitting the Booking Form;
- b) that it is one of the Guests staying at the Property;
- c) that it is at least 18 years old; and
- d) to ensure that all Guests are aware of, and comply with, these Terms.

- 3.2 The submission of a Booking Form and payment of the Rental Charges is an offer to let the Property on the requested dates. A booking is provisional until the Rental Charges have been paid in full, in cleared funds and the Owner has issued a Booking Confirmation.

- 3.3 If the Property is available on the requested dates and the Rental Charges have been paid, the Owner will issue a Booking Confirmation to the Lead Guest. At this point, a binding contract, incorporating these Terms, will come into existence.

- 3.4 The Owner strongly recommends that the Lead Guest 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 The Rental Charges are inclusive of VAT.

- 4.2 The Owner will endeavour to check the Rental Charges displayed on the Website before issuing a Booking Confirmation. If the correct Rental Charges (or any associated VAT) are higher than the Rental Charges set out on the Website and a Booking Confirmation has been issued, the Owner will contact the Lead Guest and request the correct Rental Charges are paid. If the Lead Guest does not agree to pay the correct Rental Charges, it may cancel the Contract and all payments will be refunded by the Owner to the Lead Guest.

5. **CAUTIONARY DEPOSIT**

- 5.1 The Lead Guest shall pay the Cautionary Deposit to the Owner at the time of submission of the booking form and payment of the Rental Charges.

- 5.2 The Cautionary Deposit will be held by the Owner and applied against any cost incurred in relation to:

- a) remedying any damage to the Property, fixtures, fittings and effects at the Property caused by the Lead Guest or the Guests;
- b) replacing Property keys lost by the Lead Guest or the Guests; and
- c) performing any additional cleaning at the Property which is required due to the Lead Guest's, or the 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 Cautionary Deposit, the Lead Guest agrees to pay such further costs following receipt of a written request by the Owner (together with such supporting evidence as may be reasonably required).

- 5.4 Unless confirmed otherwise in writing by the Owner, the Cautionary Deposit will be returned to the Lead Guest within 14 days after the End Date less any deductions made for the cost of remedying any damage.

6. **CANCELLATION BY THE LEAD GUEST**

- 6.1 The Lead Guest shall notify the Owner in writing if it intends to cancel the booking.

- 6.2 If the Lead Guest cancels the booking more than 8 weeks before the Start Date the Owner will refund all sums paid by the Lead Guest.

- 6.3 If the Lead Guest cancels the booking by giving less than 8 weeks' notice the following will apply:

- a) if the cancellation is between 8-6 weeks from the Start Date, the Owner shall retain 50% of the Rental Charges and shall refund all other sums paid by the Lead Guest;
- b) if the cancellation is between 6-4 weeks from the Start Date, the Owner shall retain 70% of the Rental Charges and shall refund all other sums paid by the Lead Guest;
- c) if the cancellation is between 4-2 weeks from the Start Date, the Owner shall retain 90% of the Rental Charges and shall refund all other sums paid by the Lead Guest;
- d) if the cancellation is between 2-0 weeks from the Start Date, the Owner shall retain 100% of

the Rental Charges and shall refund all other sums (if any) paid by the Lead Guest.

7. RENTAL PERIOD

- 7.1 The Rental Period commences at 14:00 on the Start Date and ends at 10:00 on the End Date.
- 7.2 The Lead Guest may collect the keys from the Owner's representative after the Rental Period has commenced in accordance with clause 7.1.
- 7.3 The Rental Period cannot be exceeded for any reason without the Owner's prior written consent. The Lead Guest agrees that it is responsible for any additional costs and charges incurred due to an unauthorised extension.

8. OWNER'S OBLIGATIONS DURING THE RENTAL PERIOD

- 8.1 Subject to clause 9.1g) and 9.1h), the Owner agrees that the Lead Guest may quietly possess and enjoy the Property during the Rental Period without any interruption from the Owner or any person claiming under, or in trust for, the Owner.
- 8.2 The Rental Charges include Wi-Fi (if available), electricity, water, heating, bed linen and towels. The Lead Guests acknowledges and agrees that beach towels are not provided by the Owner.

9. LEAD GUEST'S OBLIGATIONS DURING THE RENTAL PERIOD

- 9.1 The Lead Guest shall:
- a) use the Property (including the 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 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 Lead Guest, Guest or any other person at the Property with the Lead Guest's permission. The Lead Guest agrees that the cost of any damage to the Property may be deducted from the Cautionary Deposit;
 - c) notify the Owner immediately in respect of any damage to the Property (including the fixtures and fittings) or to any other property owned by the Owner;
 - d) keep the items specified in the Inventory clean and in the same condition as at the commencement of the Rental Period (fair wear and tear excepted) and shall be responsible for paying for any replacement items (by way of deduction from the Cautionary Deposit);
 - e) to keep possession of the keys to the Property and, in the event that the key is lost, pay to the Owner a charge of £20 for each key, immediately on request;
 - f) place all refuse in the receptacles provided for the Property by the Owner or any other competent authority;
 - g) allow the Owner and/or its agent or anyone with the Owner's written authority together with any workmen and necessary appliances to enter the Property at reasonable times of the day to inspect its condition and to carry out any necessary repairs provided the Owner has given reasonable notice (with regard to the work to be undertaken). The Lead Guest shall not interfere with or obstruct any such persons and may be required to vacate the Property during the inspection or repair period;
 - h) in cases of emergency, allow the Owner, or anyone with the Owner's authority, to enter the Property at any time and without notice;
 - i) 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
 - j) at the end of the Rental Period, remove the Lead Guest'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 Lead Guest agrees that the Owner may deduct a reasonable fee for cleaning from the Cautionary Deposit. If the Lead Guest requests the return of any belongings, it agrees to pay any reasonable postage charges incurred by the Owner in returning such items.
- 9.2 The Lead Guest shall not:
- a) 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;
 - b) play any music system or other device which can be heard outside the Property after 22:00;
 - c) use the Property for any illegal or immoral purposes;
 - d) smoke cigarettes or electronic cigarettes at the Property;

- e) 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 (other than with the Guests named on the Booking Confirmation); and
- f) 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. **PETS**

- 10.1 Subject to clause 10.2, pets are not permitted at the Property.
- 10.2 Assistance dogs are permitted at the Property, provided that the Owner has provides its prior written consent (which will be confirmed in the Booking Confirmation).

11. **TERMINATION**

If there has been a substantial breach of any of the Lead Guest'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 Lead Guest as a result of the Owner terminating due to the Lead Guest's substantial breach of its obligations. The other rights and remedies of the Owner will remain in force.

12. **LIMITATION OF LIABILITY**

- 12.1 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.
- 12.2 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.
- 12.3 The Owner is not liable for business losses. The Owner only lets the Property for domestic and private use. If the Lead Guest, 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. **CHANGES TO THESE TERMS**

- 13.1 The Owner may revise these Terms from time to time to reflect changes in its letting practices or changes in any relevant laws and regulatory requirements.
- 13.2 When the Lead Guest submits a Booking Form to the Owner, the Terms in force at that time will be incorporated into the contract the Lead Guest forms with the Owner.
- 13.3 If the Owner revises these Terms in accordance with this clause 13, it will give notice to Lead Guests by stating that these terms have been amended on the Website and including the date of the amendment in these Terms.

14. **COMPLAINTS**

- 14.1 If the Lead Guest has any complaint about the Property, it must contact the Owner immediately by telephone on 01736 334220. Save for cases of emergency, the Lead Guest agrees to provide the Owner with written reasons for the complaint to allow the Owner to investigate the complaint further.
- 14.2 The Lead Guest 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. **COMMUNICATIONS**

- 15.1 The Owner may contact the Lead Guest by telephone or by writing to the email address or postal address set out on the Booking Form.
- 15.2 The Lead Guest may contact the Owner by telephone or in writing to the email address or postal address set out in the Booking Confirmation.

16. **PERSONAL INFORMATION**

The Owner shall only use the Lead Guest's and the Guest's personal information as set out in the Privacy and Cookie Policy displayed on the Website.

17. **EVENTS OUTSIDE OUR CONTROL**

- 17.1 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.
- 17.2 If an Event Outside Control takes place that affects the availability of the Property during the Rental Period
- a) the Lead Guest will be contacted 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 Owner will use reasonable endeavours to arrange suitable alternative accommodation or alternative dates and, if no alternative accommodation or alternative dates are available, the Lead Guest may cancel the contract and payments will be refunded to the Lead Guest.

18. **GENERAL**

- 18.1 Any obligation on the Lead Guest 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.
- 18.2 The Owner and Lead Guest 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.
- 18.3 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.
- 18.4 An obligation in these Terms to pay money includes an obligation to pay Value Added Tax in respect of that payment.
- 18.5 These Terms entitle the Lead Guest and the Guests to occupy the Property for the purpose of a holiday within the meaning of schedule 1, paragraph 9 of the Housing Act 1988.
- 18.6 Under section 48 of the Landlord and Tenant Act 1987 the Lead Guest is hereby notified that notices (including notices in proceedings) must be served on the Owner by the Lead Guest at the following address:
- Isles of Scilly Steamship Company Limited
Hugh Town,
St Marys,
Isles Of Scilly,
TR21 0LJ
- 18.7 This contract between the Owner and the Lead Guest shall be governed by the law of England and Wales.