



BUDOCK VEAN
HOLIDAY HOMES

Terms & Conditions **2019**

Tariff 2019

Each holiday home is privately owned but is furnished and decorated in the same way and well equipped. They have a 5 Star Gold Award rating from Visit England.

From	To	Tariff £/week up to 6	Tariff £/week up to 8
2nd January	26th January	500	540
27th January	16th February	665	720
17th February	23rd February	900	975
24th February	2nd March	790	855
3rd March	23rd March	825	895
24th March	13 th April	1140	1255
14th April	25th May (inc Easter)	1625	1760
26th May	6th July	1800	1950
7th July	24th August	2200	2375
8th July	25th August	2150	2325
25th August	14th September	1720	1865
15th September	19th October	1170	1270
20th October	26th October	1265	1370
27th October	21st December	665	720
22nd December	1st January 2019	1625	1760

Budock Vean's spectacular holiday homes are built and finished to the highest standard. With cool, minimal interiors, log-burner, and floor-to-ceiling glass overlooking our stunning 65 acres of Cornish countryside.

Each holiday home is designed to sleep 6 guests in three double/twin bedrooms ('Frenchman's Creek' will sleep 6 adults + 2 younger children) all with either bathroom or shower room. A large, open-plan lounge and luxury kitchen with integrated fridge, freezer, dishwasher, microwave, iron and board plus is fully stocked with cutlery and crockery. WiFi is available at no extra charge. A washer/ dryer is situated on the ground floor. All bedding, bathroom towels, flannels and tea towels are included; along with bathrobes and swimming towels.

The homes are just a short walk from the Budock Vean Hotel and include membership of our leisure club, providing full use of our golf course, tennis courts and swimming pool complex as well as access to our wonderful restaurant, Natural Health Spa and bars.



Terms and Conditions

Applicable to all properties in this brochure Budock Vean

Holiday Homes “Booking Terms and Conditions”

As with any formal agreement, there has to be some small print. We do strongly advise that you do read through it and are clear about what it means. The **Booking Terms and Conditions** provide important information about our policies and procedures and set out the contractual relationship between you, **Budock Vean Holidays** and the **Owner(s) of the Property**. If anything is unclear, please do not hesitate to contact **Budock Vean Holidays** for clarification.

Bookings are made and accepted only on the following conditions:

1. The Contract

- 1.1 **“Budock Vean Holidays”** is the trading name of Budock Vean Holidays Limited. The company is registered in England under Registered Number 8926917 and the Registered Address is: Budock Vean Holidays, Budock Vean Hotel, Mawnan Smith, Cornwall, TR11 5LG.
- 1.2 The customer renting a property (referred to in these Booking Terms and Conditions as **the “Property”**) through **Budock Vean Holidays** and who completes and signs the Booking Form is referred to in the **Booking Terms and Conditions** as the Hirer (**“the Hirer”**).
- 1.3 **Budock Vean Holidays** acts as agent for the owner(s) of **the Property (“the Owner(s)”**). The rental arrangements are made by **Budock Vean Holidays** on behalf of the **Owner(s)** and the contractual relationship is directly between **the Owner(s) of the Property** and **the Hirer**.
- 1.4 The booking is made on the basis that **the Hirer** has the right to occupation of the **Property** for a holiday only with the meaning of in the Housing Act 1998 Schedule 1 paragraph 9.
- 1.5 No bookings are valid until confirmed by **Budock Vean Holidays** in writing.

2. Occupancy and Rental Periods

- 2.1 Occupancy of **the Property** by **the Hirer** shall be from 4pm on the first day of the rental and end at 10am on the date of departure, unless special arrangements have been agreed with **the Hirer** in writing by **Budock Vean Holidays**. This period is referred to as **“the Holiday”**. Our housekeepers have only a limited time to prepare **the Property** for the next guests and you are kindly asked to respect this and arrive and depart at the right times.
- 2.2 Late departure/early arrival requests may be granted, but charges will apply.
- 2.3 Rentals of **the Property** are for a minimum period of one week.
- 2.4 In Low Season, rental periods of less than one week are available upon request.
- 2.5 The period booked will be stated on the Booking Confirmation provided to **the Hirer** and cannot be exceeded unless **Budock Vean Holidays** give written approval.
- 2.6 **The Hirer** will be liable for any cost of whatever nature incurred as a result of an unauthorised extension.

3. Booking

- 3.1 Bookings cannot be accepted from:
 - a. Persons under the age of 21 years.
 - b. Parties where the majority of members are younger than 21 years (with the exception of families or supervised groups).
- 3.2 The number of persons who will occupy the **Property** must not exceed the maximum stated in the current property description (Please note that babies under the age of 2 are not normally counted as a member of a party).

- 3.3 **The Hirer** certifies that he/ she is authorised to agree **the Booking Terms and Conditions** on behalf of all persons included on the Booking Form, including those substituted or added at a later date.
- 3.4 **The Hirer** will be responsible for all persons included on the Booking Form and should ensure that they are aware of the **Booking Terms and Conditions**.
- 3.5 **Budock Vean Holidays** reserves the right to decline any booking or refuse to hand over a key to any person who has not complied with the **Booking Terms and Conditions**.

4. Reservation

- 4.1 Provisional reservations can be accepted by telephone and must be confirmed within seven days by the receipt of the Booking Form and the required deposit.
- 4.2 Provisional reservations will be cancelled after seven days without further reference.
- 4.3 To secure a reservation:
 - a. Please complete all parts of the Booking Form
 - b. Send the completed Booking Form together with a 25% deposit (the "**Deposit**").
 - c. Pay the "**Balance of the Rent**" six weeks before the holiday is due to start; "**the Due Date**", which will be set out on the Booking Confirmation.
 - d. It should be noted that reminders of dates, including **the Due Date** are not sent out.
- 4.4 Subject to clause 5, as soon as the Booking Form together with **the Deposit** is received and accepted by **Budock Vean Holidays**, **the Hirer** is liable for the **Balance of the Rent**, along with any additional charges.
- 4.5 If the **Balance of the Rent** is not received by the **Due Date**, **Budock Vean Holidays** reserves the right to cancel the booking and retain the **Deposit** and re-let the Property.
- 4.6 Bookings made within six weeks of **the Due Date** require payment in full at the time of the booking.
- 4.7 Payments may be made by cheque, credit card, debit card or electronic bank transfer. Cheques should be made payable to Budock Vean Holidays Ltd and can only be accepted if making a payment which is at least two weeks before the Due Date.
- 4.8 Any charges raised against **Budock Vean Holidays** by their bank or card processing company for handling dishonoured cheques, bank transfers or any other payments will be passed on to **the Hirer**, who will be liable to reimburse **Budock Vean Holidays** within seven days of receipt of written notification from **Budock Vean Holidays** of the amount of the charge.
- 4.9 Payment for overseas bookings can be made by cheque drawn on a London bank payable in Sterling to Budock Vean Holidays Ltd, or by Mastercard, Visa card or by international electronic transfer. Any charges for the receipt of payments from overseas will be passed on to **the Hirer**.

5. Cancellation

- 5.1 A booking can only be cancelled prior to the start of **the Holiday**.
- 5.2 To cancel **the Holiday**, **the Hirer** must notify **Budock Vean Holidays** in writing ("**the Cancellation Notice**").
- 5.3 Once a booking is confirmed, **the Hirer** is responsible for the total cost of the holiday. "Total" meaning both **the Deposit** and **the Balance of the Rent**.
- 5.4 In the event of cancellation by **the Hirer**, **Budock Vean Holidays** will endeavour to re-let **the Property** and if successful may refund any monies paid less **the Deposit**, which is non-refundable.
- 5.5 **Budock Vean Holidays** reserve the right to charge **the Hirer's** credit/debit card for any outstanding balance in the event of cancellation or non-attendance.

6. Cancellation Insurance

Budock Vean Holidays does not arrange Holiday Cancellation Insurance. We strongly recommend that appropriate Holiday Cancellation Insurance is in place at the time of booking.

7. Booking Alterations

7.1 Any change in **the Holiday** dates will be subject to the agreement of **Budock Vean Holidays**.

7.2 Once a booking has been accepted by **Budock Vean Holidays**, any request by **the Hirer** for the transfer of a booking to another property will be treated as a cancellation of the original reservation (see clause 5).

7.3 If **the Hirer** requests a booking to be altered once the booking has been confirmed, **the Hirer** will be charged £20.00 plus Vat if a revised confirmation is requested.

8. Non-Availability of the Property

8.1 If for reasons beyond its control (such as fire or flooding), **Budock Vean Holidays** has to cancel or alter arrangements made for **the Hirer**, it will make all reasonable efforts to offer an alternative property if one is available.

8.2 If **the Hirer** does not accept the alternative offered, **Budock Vean Holidays** will return to **the Hirer** any monies paid, whereupon the liability of **Budock Vean Holidays** will cease.

8.3 **Budock Vean Holidays** will not pay any compensation or expenses as a consequence of non-availability of **the Property**.

9. Damage, Loss and Nuisance

9.1 **The Hirer** agrees:

- a. For a damage deposit of £250.00 per week booked to be taken by **Budock Vean Holidays** on arrival and prior to commencement of **the Holiday** by credit card swipe.
- b. Any unsettled charges or cost for damages at the end of **the Holiday** will be taken from the credit card swiped on arrival. **Budock Vean Holidays** reserve the right to apply charges up to 7 days after departure.
- c. If credit card information is unavailable, credit facilities will not be offered and a cheque or cash for the damage deposit will be required and returned within 7 days following a satisfactory departure.
- d. That the supervision of children, babies and any adults requiring care remains the responsibility of **the Hirer** at all times.
- e. To comply with the regulations for the use of the amenities and facilities at the **Budock Vean Hotel** included in the welcome pack at **the Property**.
- f. Where **the Property** has optional extras available, the costs will be listed in the welcome pack at **the Property** and charged at the rates shown.
- g. Where an inventory is provided, any discrepancies are to be reported to **Budock Vean Holidays** within 24 hours of the start of **the Holiday**, otherwise the inventory shall be deemed to be correct.
- h. To keep **the Property** and all furniture, fixture, fittings and effects in or on **the Property** in the same state of repair as they were in at the start of **the Holiday**.
- i. To leave **the Property** in a clean and tidy condition at the end of **the Holiday**, otherwise a cleaning charge will be levied.
- j. To pay for any damage or loss to **the Property** and contents however caused, (excluding reasonable wear and tear), incurred during **the Holiday**.
- k. Not to cause nuisance or annoyance to occupants of nearby properties, the **Budock Vean Hotel** staff or, its guests or members of the **Budock Vean Leisure and Golf Club**.
- l. To allow reasonable access to **the Property** by **Budock Vean Holidays** and **the Owner(s)**, if it is deemed necessary.

- m. **The Property** is smoke free and smoking is not permitted in **the Property**.
- n. That **Budock Vean Holidays/the Owner(s)** reserve the right to charge **the Hirer** where **the Hirer** and his/her guests have contravened the Owners request for the Property to be smoke free. Smoking in **the Property** will incur additional cleaning charges; which will be charged to **the Hirer** at the cost invoiced to **Budock Vean Holidays/ the Owner(s)** by the cleaning company for the cost of cleaning each room, including dry cleaning charges and VAT where charged.

9.2 **The Hirer** further agrees that **the Hirer's** right to occupy **the Property** may be forfeited without compensation, if in the opinion of **Budock Vean Holidays** or **the Owner(s)** of **the Property**:

9.2.1 More people than declared at the time of booking or before the commencement of **the Holiday** and/or the number **the Property** holds, attempt to take up occupation; or

9.2.2 Any activity is undertaken which is illegal or may cause unreasonable damage, noise, behaviour or disturbance; or

9.2.3 **The Hirer** or any occupant or guest smokes in **the Property**.

If any of the events set out in clauses 9.2.1 – 9.2.3 arises, then **the Hirer's** contract may be discharged, and **Budock Vean Holidays** may repossess **the Property** immediately. **The Hirer** will remain liable for the whole cost of hire and no refund shall be due.

10. Services The following items are not included in the rental price of **the Property** and if used **the Hirer**

10.1 must pay **Budock Vean Holidays** extra for the following:

10.1.1 Telephone calls made during **the Holiday**.

10.2 The following items are included in the rental price:

10.2.1 Wi-fi

10.2.2 Smart TV with Freeview channels and streaming apps via your own accounts with Netflix/Now TV

10.2.3 Linen and duvets and pillows for the beds

10.2.4 Bath and hand towels and flannels one set per person is provided at the start of **the Holiday**.

10.2.5 Electricity.

10.2.6 Water

10.2.7 Heating and hot water

10.2.8 Use of the golf course, tennis courts, swimming pool, sauna and hot tub at the Budock Vean Hotel

11. Pets

Pets are not allowed at the Property.

12. Descriptions

12.1 Whilst **Budock Vean Holidays** makes every effort to ensure the accuracy of **the Property** description, descriptions are inevitably subjective and are for guidance only. If there are points of particular importance, please contact **Budock Vean Holidays** to clarify the information.

12.2 Whilst **Budock Vean Holidays** has taken all reasonable steps to ensure that the information contained in its brochures, websites, tariffs, leaflets, advertisements and any other form of promotional material are accurate, **Budock Vean Holidays** reserves the right to alter, substitute or withdraw any service, facilities or amenity.

13 Price Changes

- 13.1 **Budock Vean Holidays** reserves the right to amend prices quoted on the Web site or in other marketing and promotional materials due to errors or omissions, but such changes shall be notified to **the Hirer** as soon as possible and **the Hirer** shall be able to cancel the booking if the amended price is significantly higher than the original price quoted.
- 13.2 The price per home per week quoted is inclusive of VAT where applicable depending on the VAT status of the owner.
- 13.3 Any changes in the rate of VAT will be borne **by the Hirer**

14 Liability

- 14.1 **Budock Vean Holidays** will not be liable for any act, neglect or default on the part of **the Owner(s)** or any other person not within their employ or otherwise under their control, nor for any accident, damage, loss, injury, expense or inconvenience, whether to person or property, which the Hirer or any other person may suffer or incur arising out of, or in any way connected with the rental unless **Budock Vean Holidays** is responsible.
- 14.2 responsibility is accepted for loss or damage of possession, vehicles or vehicle contents belonging to **the Hirer** or any member of the party during **the Holiday**.
- 14.3 Nothing in these **Booking Terms and Conditions** excludes or limits the liability of **Budock Vean Holidays** or **the Owner(s)**;
- 14.3.1 For death or personal injury caused by **Budock Vean Holidays'** or **the Owner(s)'** negligence;
- 14.3.2 For any other matter which is would be illegal for **Budock Vean Holidays'** or **the Owner(s)'** to exclude or attempt to exclude their liability.

15 Complaints

- 15.1 If in the opinion of **the Hirer** there are grounds for complaint, it is the duty of **the Hirer** to take it up with **Budock Vean Holidays** immediately or as soon as practical during **the Holiday** to allow remedial action to be taken. **The Hirer** should contact the Budock Vean Hotel Reception on **(01326) 250288** which is open 24 hours a day and ask to speak with the Duty Manager. It is important that this is done whilst you are still at **the Property** so that an on-the-spot investigation can be made if necessary and remedial action taken if required.
- 15.2 In no circumstances will compensation be considered for complaints raised after **the Holiday** has ended and **the Hirer** has denied **Budock Vean Holidays/the Owners(s)** the opportunity of investigating the complaint and endeavouring to remedy matters during the course of **the Holiday**.
- 15.3 **Budock Vean Holidays** is a wholly owned subsidiary of Budock Vean Hotel Ltd which in turn is a member of Visit Cornwall and adheres to its code of practice.

16 Waiver

The failure of **Budock Vean Holidays** to enforce or exercise, at any time, or for any period of time, any term of, or any right pursuant to this agreement, does not constitute and shall not be construed as a waiver of such term or right.

17 Legal Provisions

- 17.1 The law of England governs the construction and performance of this Contract and the parties submit to the jurisdiction of the English Courts.
- 17.2 Clause headings are for convenience only and do not form part of or affect the interpretation of the Contract.

18 Discrepancies

In the case of a discrepancy between these **Booking Terms and Conditions** and any other contents of the Budock **Vean Holidays** or Budock Vean Hotel Web site, these **Booking Terms and Conditions** shall prevail, but this shall not limit Budock **Vean Holidays**' liability for failure to supply the accommodation as described on the Web site.

19 Previous Web Sites

These **Booking Terms and Conditions** replace and supersede all previous websites and booking Terms and Conditions.

20 Validity Clause

In the event that a court finds that a condition in these **Booking Terms and Conditions** is illegal or void, the illegal or void provision will be severed from the remainder of the **Booking Terms and Conditions**, which will continue to be valid and have full force and effect.

Updated: 28.10.2018

Budock Vean Holidays Booking Form 2019

THIS FORM MUST BE COMPLETED, SIGNED AND RETURNED WITH NECESSARY PAYMENT TO CONFIRM BOOKING

Please complete in **BLOCK CAPITALS** and return to: Budock Vean Holidays, Budock Vean Hotel, Nr Helford Passage, Mawnan Smith, Falmouth, Cornwall, TR11 5LG
Or scan and email to: relax@budockvean.co.uk

Please reserve Holiday Home Number/Name

From 4pm Sunday

PLEASE PRINT DATE OF ARRIVAL

To 10am Sunday

PLEASE PRINT DATE OF DEPARTURE

Total number of guests

Children

Ages of under 18s

ALL BOOKINGS ARE ACCEPTED ON THE UNDERSTANDING THAT AT LEAST ONE ADULT AGED 21 OR ABOVE WILL OCCUPY THE SPECIFIC HOLIDAY HOME FOR THE DURATION OF THE LETTING, AND WILL AT ALL TIMES BE RESPONSIBLE FOR IT (SEE NOTE 3 OF THE BOOKING TERMS & CONDITIONS). IN THE EVENT THAT THE MANAGEMENT DISCOVER THAT ALL OCCUPANTS ARE UNDER 21 THE MANAGEMENT RESERVE THE RIGHT TO TERMINATE THE LETTING FORTHWITH WITHOUT COMPENSATION.

Number of adults aged

18-21

Over 21

Total rent (see tariff)

£

25% deposit enclosed

£

Damage deposit of £250 per Holiday Home per week is paid on arrival by credit or debit card swipe.

Items available for hire, tick where required in the box provided.

(PLEASE NOTE ONLY 1 TRAVEL COT + 1 HIGH CHAIR AVAILABLE IN EACH HOLIDAY HOME)

High chair, no harness (FREE OF CHARGE)

Travel Cot linen (£5 per week)

Travel Cot (£30 per week)

Total enclosed

£

PLEASE COMPLETE PAYMENT DETAILS OVERLEAF

Payment Method

CHEQUES ARE MADE PAYABLE TO: BUDOCK VEAN HOLIDAYS LIMITED
WE ALSO ACCEPT THE FOLLOWING CREDIT CARDS: VISA AND MASTERCARD.

*ALL THESE FIELDS MUST BE COMPLETED

*Debit/Credit card (DELETE AS APPROPRIATE)

*Name on card _____

*Card number

--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--

*Expiry date

--	--

--	--

Start date

--	--

--	--

CSV

--

I HAVE READ AND UNDERSTOOD THE TERMS AND CONDITIONS OF THE BOOKING.

*Signature _____

*Date _____

*Name _____

*Address _____

*Postcode _____

*Tel No. _____

*Mob No. _____

Email _____

Damage deposit - a pre-authorisation of £250 per holiday home per week is taken on arrival by Debit/Credit card.

Total rent (see tariff) £

--

25% deposit enclosed £

--

Total enclosed

£

--



BUDOCK VEAN

HOLIDAY HOMES

Mawnan Smith Nr Falmouth Cornwall TR11 5LG

Tel: 01326 252100

E: relax@budockvean.co.uk www.budockvean.co.uk/stay/holidayhomes

 [@BudockVeanHotel](https://twitter.com/BudockVeanHotel)

 www.facebook.com/BudockVeanHotel

 [@BudockVeanHotel](https://www.instagram.com/BudockVeanHotel)

