

Please ensure you read and fully understand these booking terms and conditions. If anything is unclear, please contact us so we can explain in further detail to avoid any misunderstandings.

Bookings are subject to the following terms and conditions.

Covid-19 Special Conditions

- ♣ If the Government restricts travel in Cornwall before or during your holiday at Sea Gem then we will either transfer your holiday to a later available date within 12 months of your original date or give a full refund for any uncompleted days not taken at Sea Gem.
- ♣ If you or any of your party are unable to travel for any reason other than due to Covid-19 restrictions then there would be no refund and normal T&C's apply.
- ♣ If any of your party become unwell before your holiday due to Covid-19 and are still in isolation then you can only commence your holiday when this isolation term has finished. This also applies to any member of the party who has been requested to isolate due to possible Covid-19 contact. We strongly recommend that travel insurance is taken out upon booking to cover this eventuality, as we are unable to refund any payments made due to Covid or any other illness,
- ♣ If you or any member of your party becomes unwell with Covid-19 during your stay then you/they will need to travel home immediately and notify us as soon as possible. Unfortunately, it would not be possible to isolate at Sea Gem.
- ♣ There is a QR Code located in the hallway of Sea Gem and we ask that you scan this code if you have a smart phone on arrival.
- ♣ Please note that extra stringent cleaning protocols have been introduced at Sea Gem during this pandemic.

Contract Terms

- ♣ A contract between you and Sea Gem will come into existence when payment is received and a booking confirmation is issued showing the confirmed holiday dates. The contract binds you & all the members of your party. It is your responsibility to ensure that all members of your party accept the terms of the contract set out in these terms & conditions of booking. Failure to disclose all relevant information or comply with these terms may lead to termination of the contract & loss of the booking.

Please note the contract is for the agreed period only and all guests must vacate the property on the end date and at the agreed time.

The agreement is made on the basis that Sea Gem is to be occupied by the holidaymakers for a holiday (As mentioned in the Housing Act 1988 Schedule 1 paragraph 9 or similar legislation in other jurisdictions) and the holidaymakers acknowledge that the tenancy granted by this agreement is not an assured tenancy and that no statutory periodic tenancy will arise when it ends.

Deposit and Payment Terms

- ♣ A non-refundable 25% deposit (unless a special offer low deposit agreed)of the holiday cost is payable at the time of booking. Bookings made less than six weeks before your arrival date must be paid in full,
- ♣ The balance must be paid no later than six weeks before the commencement of your holiday. If the balance is not received by the due date, then your holiday will be treated as a cancellation and the client will remain liable to pay the balance of the rent.

Cancellation Policy

- ♣ All cancellations must be notified in writing. If you cancel your holiday more than 6 weeks before it is due to start, then your deposit will be forfeit. If you cancel less than 6 weeks before the holiday, then the full balance remains due and is not refundable.
- ♣ We strongly advise that you take out comprehensive travel insurance to cover cancellations. If you choose not to, then you accept responsibility for any loss that you may incur due to your cancellation.
- ♣ Your booking will not be cancelled by Sea Gem except in exceptional circumstances beyond our control. Notification will be given of the cancellation as soon as possible and we will promptly refund all payments made for your holiday. Our liability for cancellation will be limited to payments made to us.

Party Numbers

- ♣ No parties or events – the maximum number of persons using the accommodation at any time must not exceed 5 persons and only those listed on the booking form can occupy the property. We reserve the right to terminate the booking without notice and without refund in case of a breach of this condition.
 - ♣ Please note that if there are any additional visitors not listed on the booking form then prior approval will need to be sought from Sea Gem. In all cases visitors must not exceed 5 people.
- Please note that no 3rd parties for the purposes of any recreational or other activity are allowed on site during your stay.

Booking Terms

- ♣ Bookings cannot be accepted from persons under 18 years of age.
- ♣ Sea Gem or our representatives reserve the right to enter the property at any time to undertake essential maintenance or for inspection purposes.

Arrival/Departure Times

♣ Tenancies normally commence at 5pm unless otherwise agreed and guests are required to vacate the rental by 9am on the day of departure. This allows the accommodation to be thoroughly cleaned due to Covid cleaning protocols and prepared for incoming guests.

Smoking Policy

♣ We have a Non-smoking policy at Sea Gem and vaping or smoking anywhere inside the premises will result in immediate termination of occupancy and forfeiture of all payments. This must be strictly adhered to and any damage or extra cleaning caused by smoking will be at the expense of you.

The use of disposable barbecues is strictly forbidden and you would be liable for any fire or subsequent damage repair costs as a result of their use.

Pets

♣ Sea Gem is a Dog Friendly property

-A maximum of 2 Dogs are allowed by prior arrangement, unless agreed otherwise at the time of booking.

♣ There is an additional charge of £ 20.00 per booking (week or more) or £ 15.00 for a short break .(less than a week)

Please don't let pets onto the furniture, especially sofas and beds as well as upstairs.

Guests are responsible for cleaning up after their pets. Please do not leave your dogs in the house unattended as they can become distressed in an unfamiliar environment. Any damage to the property caused by the dogs, such as chewing or scratching, will mean you are liable for full repair or replacement costs.

Damages

– In making a booking you accept responsibility for any theft, breakage or damage caused by you, pets or any member of your party and agree to indemnify us in full for any loss that we may incur as a result.

♣ Damages and breakages – please treat the facilities & accommodation with due care so that other guests may continue to enjoy them. If you notice something is missing or damaged in your accommodation, please let us know immediately so that we can take the appropriate action.

If there has been any damage or breakages during your stay, we would be grateful if you could report them promptly, especially before check-out. The accommodation will be inspected at the end of the holiday & you may be charged for any loss or damage.

Additional Information

- ♣ Please lock the doors and close the windows when you leave the property unoccupied.
- ♣ Please make sure you switch off lights, heating or any electrical appliances when you go out.
- ♣ The owner reserves the right to make a charge to cover additional cleaning costs if the client leaves the property in an unacceptable condition.
- ♣ Please note that if any keys issued are not returned at the end of your stay, then the cost of replacement will be charged to you.
- ♣ The client may in no circumstance re-let or sublet the property, even free of charge.
- ♣ The owner shall not be liable for any temporary defect or malfunction of any equipment, machinery or appliance in the building or grounds.
- ♣ No compensation will be given for any temporary outage of electricity, gas, water, internet connection or television service.
- ♣ The owners are not responsible for the loss of any personal belongings or valuables of the guest.
- ♣ All inventory must remain in the property and not be taken to another property.
- ♣ Guests are responsible for the safety and security of their children at all times. Never leave children without adult supervision.
- ♣ Please note there is no designated parking space, but parking can be found free of charge in the road. Please ensure cars do not block access to other properties.
- ♣ Please respect the community and try to keep noise levels to a minimum, especially between 11 pm and 8 am. Sea Gem is in a residential area, so please respect the neighbours.
- ♣ We reserve the right to terminate a holiday without compensation where the unreasonable behaviour of the persons named on the booking (or their guests) may impair the enjoyment, comfort or health of others.
- ♣ Candles are not allowed inside the house.
- ♣ Check-out is at 9am. Please ensure all rubbish is placed into the black bin liner provided, securely tied and placed outside in the wheelie bin. Please do not leave any loose rubbish as this will not be collected. All bedding used must be stripped from the beds and placed in the bags provided. Further details are shown in the Hand Book provided at Sea Gem which also provides further local information.
- ♣ Any problem or complaint which the client may have concerning their holiday must be immediately reported directly to us/our representatives and we will endeavour to put matters right. Any complaints not reported to us/the property manager at the time and only reported after the client has returned from holiday will not be considered by the proprietor.
- ♣ We reserve the right to make reasonable amendments or additions to these terms and conditions without notice.
- ♣ This property is privately owned and is our home. We expect all guests to enjoy the facilities and treat the property with the same respect that they would with their own house.

There is no facility for electrical vehicle charging at the property and any attempt to charge from any electrical sockets within the property is strictly forbidden.

Privacy Policy

At Sea Gem, we respect your privacy, and aim to comply with the latest data protection regulations. This policy explains how we collect and handle data relating to website visitors. Please note that this policy may be altered in the future. It was last updated on 31/10/2020..

Who collects the information?

The information is being collected by Sea Gem, who can be contacted via email at [seagemnewlyn@talktalk.net].

How do we collect information?

Information can be collected in the following ways:

- If you contact us via our enquiry form.
- If you make an online booking.

Anonymous data (relating to your computer/device, not to you personally) is also collected whenever someone merely visits one of our web pages. This uses the Google Analytics service (see below), and it involves the use of cookies (see below).

What information is collected?

For enquiries and/or bookings we will only collect the minimum information required for the purposes of being able to contact you and make an accurate record of the booking and process any payments relating to it.

The anonymous data relating to website traffic is limited to details of the device or connection being used to access our website (including the IP address of your computer, the country the connection is made from, the browser, etc.) and a record of the pages visited, plus the time spent on each page.

How is your data used?

When you contact us, make a booking or sign up for our newsletter, your data is only used for the corresponding purposes. We will not pass your contact details and other personal data to a third party.

Some data will also be used for internal record keeping (e.g. for the accounts that we are legally obliged to maintain), and to help us assess how to improve the services that we offer. Anonymous data collected from cookies is used purely to compile statistics regarding the website traffic so that we can judge how well the website is performing. The data is collected and the statistics are compiled using the Google Analytics service. Click for general information about how Google's services impact your privacy, or click for the Google Analytics privacy policy.

Who has access to your information?

We will not sell or rent your information to third parties.

We will not share your personal information with third parties for marketing purposes.

Personal information will only be given to a third party when we are legally obliged to do so. Anonymous data derived from cookies may be shared with third parties, but only for technical purposes, not marketing ones.

Your consent

We will not contact you for marketing purposes by email, phone or text message unless you have given your prior consent. You can change your marketing preferences at any time by contacting us by email: [email] .

How you can access and update your information

The accuracy of your information is important. If you change your email address, or if you

believe any of the other information we hold is inaccurate or out of date, please email us at: [email], We will promptly correct any information found to be incorrect.

You have the right to ask for a copy of the information we hold about you, and this will be sent to you in electronic format free of charge.

Your right to restriction

You may choose to restrict the collection or use of your personal information in the following ways:

- Whenever you are asked to fill in a form on the website, look for the box that you can click to indicate that you do not want the information to be used by anybody for marketing purposes;
- If you have previously agreed to us using your personal information for direct marketing purposes, you may change your mind at any time by writing to or emailing us at [email address];
- If you do not want Google Analytics to compile anonymous statistics about the interaction between your device and our website, you can download and install the Google Analytics Opt-Out Browser Add On.

Your right to be forgotten

Data will only be stored for as long as it is needed. Unnecessary data will be erased.

The security of your information

When details such as your name and email address are submitted via a contact form or email, this can never be guaranteed to be 100% secure. As a result, while we strive to protect your personal information, we cannot guarantee the security of any information you transmit to us, and you do so at your own risk. Once we receive your information, we make our best effort to ensure its security on our systems.

Payment security

We provide an online service that allows you to pay for your booking using your credit card details or debit card details. We do not store or process credit card details or debit card details on any of our systems; instead we use Stripe, which is a secure online payment gateway to process credit card payments and debit card payments on our behalf.

Breach notification

If we hold records of your personal data and we become aware of a data breach, we will endeavour to inform you of this within 72 hours.

Users under 18 years of age

Any user under 18 years of age must have their parents'/guardians' consent to use our website. Users without this consent are not allowed to provide us with personal information.