

Round House East – Terms and Conditions

General

1. These terms and conditions apply to the letting of the house and garden at Round House East, Pendower Road, Veryan, Truro, Cornwall TR2 5QL ("**Round House East**") by the owner, Ian Rose, of Transistorgatan 43, 421 35 Västra Frölunda, Sweden (the "**Owner**"), to the holidaymaker (the "**Holidaymaker**"), who accepts these terms and conditions on his or her own behalf and also, as agent, on behalf of all others in his or her party.
 2. The Holidaymaker warrants that the information given by him or her, including the e-mail address, is correct, and the Holidaymaker agrees that correspondence may be made by e-mail and that the Owner shall have no liability in the event that the Holidaymaker changes his or her e-mail address and does not inform the Owner of the new e-mail address at the latest when such change takes effect.
 3. Subject to compliance with these terms and conditions, the Holidaymaker and one other person may occupy Round House East for the purposes of a holiday (the "**Holiday**") from 3.00 p.m. on the first day of the Holiday (the "**First Day**") until 10.00 a.m. on the last day of the Holiday (the "**Last Day**").
- 3A.** Notwithstanding anything to the contrary in these terms and conditions, if the Owner is unable to provide the Holiday due to Government restrictions requiring Round House East to be closed, then he shall refund all amounts paid to the Holidaymaker, the Holiday shall be cancelled and the Owner shall have no further liability to the Holidaymaker.

Booking and payment

4. In order to book the Holiday, the Holidaymaker shall complete the booking process through <http://www.roundhousecornwall.co.uk/> and shall pay the amount due, which shall either be a deposit of £100, if the First Day is 90 days or more from the date of booking (the "**Deposit**"), or the full amount due for the Holiday, which shall include any Dog Fee in accordance with clause 17 below, if the First Day is within 90 days of the date of booking (the "**Full Amount**"). In doing so, the Holidaymaker agrees to these terms and conditions. Any booking is provisional until confirmed and a contract, which in all cases shall be subject to these terms and conditions, shall only arise when the booking is confirmed in writing via a letter of confirmation sent to the Holidaymaker by the Owner by post or e-mail.
5. If the Holidaymaker has paid only the Deposit, then he or she agrees to pay the difference between the Deposit and the Full Amount (the "**Balance**") at the latest 90 days before the First Day. Payment of the Balance may be made by cheque or by bank transfer, in accordance with the details which the Owner shall provide to the Holidaymaker.
6. If the Owner does not receive the Balance from the Holidaymaker at the latest 90 days before the First Day, then the Owner may cancel the Holiday and re-let Round House East and he shall have no liability towards the Holidaymaker.

Cancellation

7. Should the Holidaymaker wish to cancel the Holiday at any time, then he or she may do so by sending an e-mail to the Owner. In such a case, the Holiday shall be cancelled, the Owner shall, subject to clause 8 below, make a refund to the Holidaymaker, and neither party shall have any claim against the other party.

8. If the Holidaymaker cancels the Holiday in accordance with clause 7 above, then the Owner shall make such efforts as he considers reasonable to re-let Round House East. If he does re-let Round House East for the period and at the price as booked by the Holidaymaker, then he shall refund all amounts paid by the Holidaymaker, less an administration charge of £50.00. If he re-lets Round House East for the period as booked by the Holidaymaker but at a lower price than the price agreed by the Holidaymaker, then he shall refund all amounts paid by the Holidaymaker, less an administration charge of £50.00 and the difference between the price agreed by the Holidaymaker and the amount for the re-letting. If he does not re-let Round House East, then no amounts will be refunded. This means that cancelling more than 90 days before the First Day will result in a refund of the Deposit of £100, less £50 and any difference between the price agreed by the Holidaymaker and the amount for the re-letting, and that cancelling fewer than 90 days before the First Day will result in a refund of the Full Amount paid by the Holidaymaker, less £50 and any difference between the price agreed by the Holidaymaker and the amount for the re-letting, in each case if the Owner re-lets Round House East. If the Owner does not re-let Round House East, then no amounts paid by the Holidaymaker (the Deposit if the Holiday is cancelled more than 90 days before the First Day or the Full Amount if the Holiday is cancelled within 90 days before the First Day) will be refunded.

9. If the Owner is unable to provide the Holiday due to circumstances beyond his control which arise before the First Day, such as fire or flood making Round House East uninhabitable, then he shall refund all amounts paid to the Holidaymaker, the Holiday shall be cancelled and the Owner shall have no further liability to the Holidaymaker.

10. The Holidaymaker warrants that he or she has sufficient insurance to cover any loss in the event of cancellation or in the event that he or she is unable to take up the Holiday, or that he or she does not require such insurance.

Access

11. At least five days before the First Day, so long as the Deposit and any Balance have been paid, the Owner will send an e-mail to the Holidaymaker, providing details for gaining entry to Round House East.

Complaints

12. If the Holidaymaker has any complaints about the Holiday, he or she shall inform the caretaker if their details have been provided to the Holidaymaker (the "**Caretaker**"), or the Holidaymaker shall inform the Owner, without delay. The Caretaker and/or the Owner shall do all that they can to rectify the problems highlighted by the Holidaymaker with the minimum possible delay.

13. The Owner shall not be obliged to take any action in respect of any complaints which the Holidaymaker may raise after the Last Day.

Breakages and damage

14. The Holidaymaker agrees on his or her own behalf and on behalf of all members of his or her party to keep Round House East clean and tidy and to leave it in a similar condition as found on arrival. The Holidaymaker is responsible to the Owner for any breakages or damage in or to Round House East, along with any additional costs that may result, which are caused by the Holidaymaker, any member of his party or any pet. In the event of any breakages or damage, the Holidaymaker agrees to inform the Caretaker at the latest on the Last Day and the Holidaymaker agrees to reimburse the Owner the cost of repairing or replacing any items which are damaged or broken during the Holiday if requested to do so by the Owner. The Holidaymaker shall not remove any item from Round House East which is present when the Holidaymaker arrives on the First Day, except for the contents of the welcome pack which is provided on arrival.

15. The Holidaymaker agrees to ensure that Round House East is kept secure at all times and in particular the Holidaymaker shall never leave Round House East unattended without first ensuring that both entrance doors are locked and all windows which could provide access to Round House East are securely closed. On leaving Round House East on the Last Day, the Holidaymaker shall lock both entrance doors and close all windows and shall then post all keys through the letterbox in the entrance door into the kitchen. The Holidaymaker agrees to indemnify the Owner for all costs incurred, including replacement of any items at their current cost, all redecorating and cleaning costs and all administrative and legal costs, following a non-forced entry into Round House East by a third party as a result of the Holidaymaker leaving Round House East without locking the entrance doors and securely closing the windows.

Children

16. Children may not stay at Round House East. Moreover, due to the fact that the windows on the first floor are at floor level and are not locked, children may not under any circumstances go upstairs. The Holidaymaker agrees to ensure that any children do not go upstairs and to be responsible for the behaviour and safety of any children, for the duration of the Holiday.

Animals

17. The Holidaymaker may bring up to two dogs on the Holiday, which may be subject to the payment of an amount set by the Owner from time to time (the "**Dog Fee**"), which will be added to the Full Amount in accordance with clause 4 above.

18. The only animals allowed at Round House East are dogs, the bringing of which the Holidaymaker has informed the Owner in advance and, if applicable, where the Holidaymaker has paid the Dog Fee. The Holidaymaker agrees to be responsible for any dogs at Round House East during the Holiday, not to allow

any dogs to sleep on the bed and to clean up any mess in the garden. If any dog causes a mess on the carpet, bed or furniture upstairs, or on any rug downstairs or upstairs, then the Holidaymaker agrees to inform the Caretaker immediately and to reimburse the Owner the costs of cleaning or replacement of the item in question within five days of the Last Day.

19. The Holidaymaker warrants that he or she has sufficient insurance to cover any liability arising under clause 18 above, or that he or she does not require such insurance.

20. The Holidaymaker acknowledges that Round House East is "dog friendly", that dogs may previously have stayed at Round House East and that the Owner shall not be liable in the event that the Holidaymaker or any of his or her party suffers from any allergy arising out of the previous presence of dogs at Round House East.

Telephone and Internet

21. The Holidaymaker agrees not to use the telephone except to make reasonably short calls. The Owner reserves the right to require the Holidaymaker to pay for usage which the Owner considers to be unreasonable.

22. The Holidaymaker agrees to use the Internet connection at Round House East lawfully and in accordance with common fair usage policies. The Owner shall not be liable for any loss or damage arising out of the use by the Holidaymaker of the Internet connection.

Limitation of liability

23. The Owner shall not be liable for any personal injury or damage to property, except in so far as such liability is imposed by law and is not capable of being excluded. The Holidaymaker warrants that he or she has sufficient insurance to cover any loss in the event of personal injury or damage to property, or that he or she does not require such insurance.

Smoking and barbecues

24. The Holidaymaker acknowledges that smoking is not allowed in Round House East and that neither barbecues nor any fires are allowed in Round House East or in the garden.

Internet of Things (IoT) devices

25. The Holidaymaker acknowledges that certain devices at Round House East, such as the televisions and the dishwasher, may be Internet-enabled and may share data, including personal data where the Holidaymaker or someone linked to the Holidaymaker may be the data subject. The Holidaymaker acknowledges this and further acknowledges that the Owner is neither controller nor processor with regard to the processing of that data and shall not be liable for any such processing.

Electric-vehicle (EV) charger

25.The EV charger is provided for the convenience of guests and its use is subject to availability. The Owner does not accept any liability for any loss or damage, or for any failure of the EV charger to function, where this is beyond his direct control.

Data Protection

25.The Holidaymaker acknowledges receipt of the Data Protection Privacy Notice attached in **Annex 1**.

ANNEX 1

DATA PROTECTION PRIVACY NOTICE

Ian Rose ("Ian") is the controller of the personal data that the Holidaymaker ("you") provides to him directly. If you provide personal data to any third party in connection with the Holiday, for example to Sawday's (including Special Places to Stay and Paws & Stay), to SuperControl (which runs the booking system) or through any Internet-connected device at Round House East (such as the televisions and the dishwasher), then that third party may be the data controller, on its own or jointly with others. The information below applies where Ian is the data controller.

You may contact Ian if you have any questions about the processing of your personal data, by e-mail at ian.rose@telia.com, by post at Transistorgatan 43, 421 35 Västra Frölunda, Sweden, or by telephone on 00 46 76 553 5656.

Ian will process your personal data for the following purposes and under the following legal grounds:

- In order to administer your holiday, including entering your details into the bookings system and booking records, providing you with information about your holiday and providing your details to our caretaker: The processing is therefore necessary for the performance of the holiday letting contract between us, and/or for the purposes of Ian's legitimate interests.
- In order to make all required tax returns and to respond to relevant tax and other authorities: The processing is therefore necessary for compliance with a legal obligation to which Ian is subject.
- In order to follow up with you to ensure that you enjoyed your Holiday and to ask you to provide feedback, and to learn how we might improve the experience of staying at Round House East: The processing is therefore necessary for the purposes of Ian's legitimate interests.
- In order to contact you from time to time, for example with offers on subsequent stays at Round House East, or with a seasonal greetings card: The processing is therefore necessary for the purposes of Ian's legitimate interests.

Ian will not share your personal data with any third party except where this is necessary for the provision of the Holiday or it is required by law.

Ian will keep your data for the longer of the period required by tax or other laws, or five years. The period of five years is so that Ian can stay in contact, or get in contact, with guests who may be interested in visiting again.

Ian may process your personal data outside the UK, but this will normally only be in Sweden or another EU Member State.

You have the right to request from Ian access to and rectification or erasure of your personal data, or restriction of the processing of your personal data. You may also object to the processing and you have the right to data portability. You also have the right to lodge any complaints you may have regarding Ian's processing of your personal data with the Information Commissioner's Office (<https://ico.org.uk/>). If you would like more information about these rights and how to exercise them, please contact Ian.