

Privacy Policy

Like millions of other businesses with websites, Mevagissey House uses Google Analytics.

In order to keep our website services relevant, easy to use and up-to-date, we use Google Analytics to help us understand how people use the site.

What does Google Analytics record? – what website you came from to get here; how long you stay for; which pages you visit; what type of device computer/tablet/phone you're using.

Cookies allow Google Analytics to recognise your browser or device and, for example, identify whether you have visited our website before, what you have previously viewed or clicked on, how you found us, and allow us to follow your actions during your visit to our site. Three cookies are used to setup Google tracking and create an anonymous Client ID.

The information is anonymous and only used for statistical purposes, and it helps us to analyse patterns of user activity and to develop a better user experience.

Web analytics data and cookies cannot be used to identify you – they do not contain any personal information such as your name or email address. None of the information is passed on to third parties. All of this activity falls within the bounds of the [Google Analytics Terms of Service](#).

Booking and paying for a holiday – holiday bookings and payments are made through Holiday Bookings Online. To view their Privacy Policy, please follow this link – [Holiday Bookings Online](#).

If you have any questions or comments regarding our privacy policy please contact us.

Terms and Conditions – valid from January 2025

General

1.1 John and Helen Whatty ('the Owners') trade as Mevagissey House, registered at Mevagissey House, Vicarage Hill, Mevagissey, Cornwall PL26 6SZ.

1.2 Customers renting property through Mevagissey House are referred to as 'the Guest'.

1.3 Customers renting The Coach House book direct with Mevagissey House and are bound by these terms and conditions. Customers renting Goose Cottage, Sea Thrift or Glebe Cottage will do so via Aspects Holidays, and are bound by the terms on conditions on the Aspects Holidays website.

Duration and Times of Rental

2.1 Rentals are for a maximum of four weeks and commence from 3.00 pm on the first day of the rental and end at 9.30 am on the day of departure unless otherwise notified. This period is hereafter referred to as 'the Holiday'.

2.2 The period booked will be stated on the Booking Confirmation provided to the Guest when they book and cannot be exceeded unless Mevagissey House give written approval. The Guest will be liable for any cost of whatever nature incurred because of an unauthorised extension.

Deposit

3.1 If a booking is made eight weeks or more before the Holiday is due to start, a deposit of one-third of the rent is payable.

3.2 If a booking is made less than eight weeks before the Holiday is due to start, the full rent, plus any additional charges (for instance the pet charge), must be paid at the

time of booking.

3.3 Should Mevagissey House not accept or reject a booking request, the rent and any additional charges paid by the Guest will be refunded immediately.

Final Payment

4.1 Unless otherwise agreed by Mevagissey House in writing, the price for the Holiday shall be the rent for the property as specified on the website at the time of the booking.

4.2 Subject to condition 6, as soon as the booking is received and accepted by Mevagissey House, the Guest is liable for payment of the balance of the rent, along with any additional charges.

4.3 Payment of the rent and additional charges are payable to Mevagissey House eight weeks before the start of the Holiday ('the Due Date') and non-payment by the Due Date may be treated as a cancellation.

4.4 If payment is not received by the Due Date, then the Guest will lose their booking and the deposit will be forfeit.

4.5 Mevagissey House does not and shall not be responsible for sending reminders of the Due Date. The Due Date will be set out on the Booking Confirmation. Note - on bookings confirmed before 22nd Jan 2025 the balance is due six weeks before arrival.

Changing a Booking

5.1 Once a booking has been accepted by Mevagissey House, the dates of the Holiday may only be changed providing the property is available for the new dates and the Owners accept the change. The rent for the new dates may differ from the original booking - any difference will be confirmed before the new booking is confirmed.

Cancellation

6.1 A booking can only be cancelled prior to the start of the Holiday; this must be confirmed in writing.

6.2 On receipt of notice of a cancellation, we will seek to re-let the property for the period of the cancelled booking. If we are unable to re-let the property, no monies paid up to the date of cancellation will be refunded. If we are able to re-let the property, we will make a refund of monies paid less a 5% fee, which will be deducted directly from the refund.

A booking is a legally binding contract, and guests cancelling a booking will lose any monies paid, subject to our terms and conditions. Cancellation insurance is strongly recommended. Mevagissey House takes bookings via its website, over the phone, via email requests, and from guests in person. Any person wishing to book a holiday via any of these methods acknowledges that such a booking is made subject to our terms and conditions. You may only request a booking if you agree to these terms and conditions. By requesting a booking you are deemed to have accepted these terms and conditions as governing your booking. It is your responsibility to read the terms and conditions each time you request a booking and any such request shall signify you have accepted to be bound by the latest set of terms and conditions.

Optional Extras

7.1 Where the property being rented has optional extras, for instance the charge for bringing a dog, they are listed on the Website and will be charged at the rates shown.

Discounts

8.1 Prices of un-sold weeks may increase or decrease depending on demand and current offers/discounts. New discounts cannot be back-dated to existing bookings.

Price Changes

9.1 Mevagissey House reserves the right to amend prices quoted on the website due to errors or omissions but such changes shall be notified to the Guest as soon as possible and the Guest shall be able to cancel the booking if the amended price is significantly higher than the original price quoted.

9.2 Subject to condition 22, any changes in the rate of VAT will be borne by the Guest.

Method of Payment

10.1 Payments can be made online at the time of booking, by credit card, debit card or electronic bank transfer. Any charges raised against Mevagissey House by their bank for transfers or any other payments will be passed on to the Guest who is liable to reimburse Mevagissey House within seven days of receipt of notification by Mevagissey House.

Overseas Bookings

11.1 Overseas Guests may pay online, by Mastercard, Visa, Maestro over the or by international electronic transfer. Any charges for payments from overseas will be passed on to the Guest.

Eligibility

12.1 Bookings will not be accepted from: groups of single people under the age of 25, all male or all female parties of more than four people.

The Holiday

13.1 The Guest has the right to occupy the property for a holiday only (within the meaning of Schedule 1, Paragraph 9 of the Housing Act 1988).

The Guest's Obligations

14.1 The Guest agrees:

that no electrical appliances (other than radio's, mobile phones, portable computers or other small consumer electrical devices) may be brought onto the premises without the owners express permission, and electric cars cannot be charged at any of the properties;

to pay for any losses or damages to the property caused by the Guest, their pets, or a member of their party (reasonable wear and tear excluded), including the cost of replacing lost keys and changing locks; to take good care of the property and leave it in a clean and tidy condition at the end of the Holiday. A cleaning service is not provided during the Holiday unless otherwise specified. Should the Owner be dissatisfied with the condition of the property upon the Guest's departure, they may refuse to take a booking from that Guest again; to permit the Owners reasonable access to the property; not to part with possession of the property, or share it, except with members of the party shown on the Booking Form; not to sell or transfer the booking to another party without the Owners agreement; not to exceed the total number of people stipulated in the property description (a cot may only be occupied by

a child aged 12 months or less); not to cause an annoyance or become a nuisance to occupants of adjoining premises.

Non-availability of a property and cancellation of your booking by us

15.1 The Owner will not be liable or responsible for any failure to perform, or delay in performance of, any of their obligations in these conditions that is caused by an event outside of their control.

15.2 If an event outside of their control takes place that affects the availability of the property during the rental period, the customer will be contacted as soon as reasonably possible and the Owner's obligations under these conditions will be suspended and the time for performance will be extended for the duration of the event outside of their control. At Mevagissey House we define an event outside of our control as an event or act beyond our reasonable control, including but without limitation, fire, explosion, storm, flood, earthquake, subsidence, epidemic or other natural disaster, or failure of public or private telecommunications networks.

15.3 We may cancel your Booking if:

15.3.1 we become aware of any health and safety or quality-related issue with the applicable Rental Services or Property or its immediate surroundings (for example contamination to the Property's water supply);

15.4 If we cancel a Booking in accordance with paragraph 15.2, we may (but are not obliged to) refund any amounts paid by you in relation to the cancelled Booking.

Liability

16.1 Mevagissey House will not be liable for any act, neglect or default 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 Guest or any other person may suffer or incur arising out of, or in any way connected with the rental unless Mevagissey House are responsible. In addition, Mevagissey House accepts no liability for loss of or damage to the Guest's possessions on the Owners' property or land.

16.2 Nothing in these conditions excludes or limits the liability of Mevagissey House; for death or personal injury caused by the Owners negligence; for any matter which it would be illegal for Mevagissey House to exclude or attempt to exclude their liability.

Website Descriptions

17.1 Some of the information on this Website relates to matters beyond the properties such as shops and public houses. Closure of such premises and other changes to external facilities are outside Mevagissey House' control. If Mevagissey House is aware of any material changes to the Website at the time of the Guest's booking, then they shall endeavour to inform the Guest of these changes.

Complaints

18.1 All complaints must be notified to Mevagissey House as soon as reasonably practicable, as the Owners may be required to carry out an on-the-spot investigation and if necessary, take remedial action.

18.2 If the Owners are denied the opportunity of investigating the complaint within a reasonable time, or are denied the opportunity to put matters right during the Holiday, or a guest refuses an offer of alternative accommodation, then this may result in a

reasonable reduction of any compensation which may be payable to the Guest arising out of a valid complaint.

18.3 All properties may at some point be affected by nearby roadworks, work to adjacent properties, emergency road closures, etc. If we have any advance warning of this type of event we will endeavor to let guests know immediately, but we cannot be responsible for disturbance or disruption from events out of our control.

Pets

19.1 Pets are only permitted with the prior consent of Mevagissey House and where pets are permitted they are to be kept under control and not left unsupervised, inside or outside the properties.

19.2 Pets are not permitted in the bedrooms or on the furniture and the Owners can not accept responsibility for their safety. Pets must not be left in the property unsupervised as this can result in considerable damage to the property and distress to the pet. A weekly charge will be made for each pet.

19.3 Where the description of a property states 'no pets' or otherwise restricts the keeping of pets at the property, Mevagissey House cannot guarantee that properties that do not accept pets have never had a pet in the property.

19.4 Mevagissey House welcomes assistance dogs, but where a property does not ordinarily accept a dog, Mevagissey House must confirm the suitability of the property before confirming the booking.

Linen

20.1 A change of linen and towels is provided between Holidays and weekly during Holidays. Beach towels are not provided and Guests should bring their own.

VAT

21.1 Mevagissey House is not registered for VAT. Where VAT is payable the tax is included in the weekly rent.

Personal Data

22.1 Mevagissey House will collect the name and address, telephone number and e-mail address of the Guest making the booking – this is the Contact Data.

22.2 This Contact Data forms the basis of a contract with the Owner, who is supplying holiday accommodation to the Guest.

22.3 Mevagissey House will use this information to contact the Guest before and after their stay.

22.5 Mevagissey House will retain the Guests Contact Data for the period necessary to fulfil the purposes for which it was first collected unless a longer retention period is required or permitted by law. The information will not be shared or sold.

Breach of Contract

23.1 If there is a breach of any of these conditions by the Guest or any of their party, the Owners reserve the right to re-enter the property and end the Holiday and ask the Guest and their party to leave.

23.2 If there is a breach of any of these conditions by Mevagissey House, then the Guests have the right to end the Holiday and leave.

23.3 Ending the Holiday by either Mevagissey House or the Guest does not affect that party's other rights and remedies.

Governing Law and Jurisdiction

24.1 Any dispute will be governed by the non-exclusive law and jurisdiction of the English or Scottish Courts.

Authority to Sign

25.1 The person who completes the Booking Form certifies that: he or she is authorised to agree the Booking Conditions on behalf of all persons included on the Booking Form, including those substituted or added at a later date; the signatory is over eighteen years of age and a member of the party intending to occupy the property; he or she agrees to take responsibility for the party occupying the property; he or she has read the property description, booking information and FAQ's and has ensured that the property is suitable for the needs of their party.

Discrepancies

26.1 In case of a discrepancy between these Booking Conditions and any other contents of a Mevagissey House Website, these Conditions shall prevail, but this shall not limit Mevagissey House' liability for failure to supply the accommodation as described on the Website.

Previous Websites

27.1 This Website and these Booking Conditions replace and supersede all previous Websites and Booking Conditions.

Validity Clause

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