



Terms and Conditions

All services booked with The Cornish Concierge (“we”, “us” or “our”) are subject to the following Terms and Conditions. Our contract with you is formed on the basis of these in conjunction with the specific booking offer.

Please ensure that you have read these carefully prior to accepting our offer such that you are fully aware of our respective obligations. In these Terms and Conditions “you” and “your” means all persons named in the booking including anyone who is added or substituted at a later date and including the “party leader”. The Person named on the quotation as the “party leader” holds a specific responsibility and must be authorised to make the booking on the basis of these Terms and Conditions by all persons named on the booking and by their parent or guardian for all party members who are under 18 when the booking is made. By accepting our offer, you are confirming that this authorisation is in place. References in these Terms and Conditions to “send” and “in writing” include communication by e-mail.

1. Making a booking

To book your chosen activities and services, please contact us using our email addresses, phone number or website. When you are happy with the quotation, please call your consultant, or let us know so that we can call you and we can process your booking and deposit over the phone.

By paying the deposit, the party leader accepts these terms and conditions on behalf all persons named on the booking and confirms that he/she is so authorised to do so by all other members of the party. The party leader is responsible for all payments due to us and must be at least 18 when the booking is made.

2. Confirmation of services

We are often unable to confirm every requested element at the time of booking due to the nature of the services we arrange. We will process your payment only once we reasonably expect the key elements of the service to be available. At this point the contract between us is formed and we will endeavour to provide the agreed services, there are however occasions when we may be unable to do so and the acceptance of your payment is therefore not an absolute guarantee that your requested services will be provided.

Obtaining confirmation of every aspect of your quotation may take several weeks and in some cases due to the seasonal nature of many suppliers significantly longer. In some cases it may not be possible to confirm every aspect of your quotation and we may therefore be required to make amendments to your booking. This will be carried out in consultation with yourselves by our specialist consultants in order to ensure that you receive the very best service from us and the nature of the original service is maintained as far as reasonably practical through the identification and proposal of suitable alternative arrangements.

On rare occasions we may have to cancel a booking prior to the booking if we are unable to confirm the key elements of your quotation or identify suitable alternatives. If we have to cancel your services we will refund all monies you have paid to us.

If you wish to cancel your services prior to final confirmation please note that your cancellation will be subject to our normal cancellation charges.

As bookings can only be taken and accepted as per above, we are unable to offer compensation to you for cancelled bookings in accordance with this clause.

3. The contract

A contract between us will come into existence when you send initial payment into our account, at which time we will either issue a deposit receipt letter, acknowledging the acceptance of your booking or in the case that all arrangements can be



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confirmed at that time, we will issue a confirmation invoice. A contract between us comes into existence, as set out in this clause, whether or not we receive your booking details prior to processing your deposit or full payment.

If a confirmation invoice cannot be issued we will seek confirmation of all requested elements of your booking from the suppliers concerned as set out above. We will issue a confirmation invoice once we are in a position to confirm the available arrangements. The arrangements shown on your confirmation invoice are those that we are contracting to provide. The confirmation invoice will be sent to the party leader or your travel agent. Please check this invoice carefully as soon as you receive it. Contact us immediately if any information that appears on the confirmation or any other document appears to be incorrect or incomplete as it may not be possible to make changes later. We regret we cannot accept any liability if we are not notified of any inaccuracies in any document within ten days of our sending it out.

A deposit as specified on your quotation, or as advised by your consultant, must be paid at the time of booking. For certain arrangements the suppliers concerned require full payment at the time of booking. If this applies to your booking we shall advise you of this prior to booking or may request an additional deposit payment after booking. For the purposes of clause 3 such payments will also be classed as deposits.

The balance of the holiday cost must be received by us not less than 1 calendar month prior to departure. Bookings made within 1 calendar month of departure require full payment at the time of confirmation. The balance payment date will be shown on the confirmation invoice. If we do not receive all payments due (including any surcharge where applicable) in full and on time, we are entitled to assume that you wish to cancel your booking. In this case the cancellation charges set out in clause 3 will apply. In such cases a written notice of cancellation and a cancellation invoice would be sent to you.

Payments can be made by bank transfer.

4. Alterations by you

Should you wish to make any alterations to your booking the party leader must notify us as soon as possible in writing. Whilst we will endeavour to assist we cannot guarantee that any request will be able to be met. If we can make the requested change you will be provided with a quote detailing any additional costs incurred by ourselves and any costs or charges incurred or imposed by any of our suppliers. If the amendment results in the price of the booking reducing by more than 10%, this will be deemed a part cancellation and cancellation charges, as defined in clause 5 below, will apply to the cancelled services.

Please note that some activities and services are priced according to the number of people in the booking. If you wish to change the size of your party, the per person cost of the service for other members may increase.

5. Cancellation by you

Cancellations must be notified to us in writing by the party leader. Your notice of cancellation will only be effective when we receive it in writing at our offices. As we incur costs from the time you make your booking, the following cancellation charges will be payable. Where the cancellation charge is shown as a percentage, this is calculated on the basis of the total cost payable by the person(s) cancelling (unless reducing the party size increases the per person cost for those not cancelling) excluding insurance premiums, late booking and amendment fees. Insurance premiums, late booking and amendment fees are not refundable in the event of cancellation.

Cancellation charges: In all cases your deposit will be non-refundable. If cancelling within 1 month of departure, the full price of the services booked will remain due. If cancelling 1 month or more prior to departure, the greater of either your deposit or 25% of the full price will be due.



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If any member of your party is prevented from travelling, the person(s) concerned may transfer their place to someone else (introduced by you) as long as the following conditions are met:

- (i) all suppliers and third parties accept the transfer of names or are able to re-book.
- (ii) you sign an authorisation to transfer the booking into another name.
- (iii) the transferee accepts these terms and conditions.

6. Changes and cancellations by us

Occasionally we have to make changes and correct errors in our booking information both before and after bookings have been confirmed. We may also have to cancel confirmed bookings due to factors outside our control, mistakes, or if the minimum number of bookings required for a particular service have not been received. Whilst we always endeavour to avoid changes and cancellations, we must reserve the right to do so. We will notify you (or your travel agent) of cancellation at the earliest opportunity and, in the case of group arrangements which depend on a minimum number of bookings (which is not achieved), at least 30 days before departure.

Most changes will be minor (in which case the change will not entitle you to a refund or to change your itinerary and no compensation will be due) but occasionally we may have to make a significant change. A significant change is a change made before departure which, taking account of the information you give us at the time of booking and which we can reasonably be expected to know, we can reasonably expect to have a major effect on your booking.

If we have to make a significant change we will inform you (or your travel agent) as soon as reasonably possible. If there is time to do so before departure we will offer you the choice of one of the following options:

(i) accepting the changes (for significant changes) or (ii) purchasing an alternative service from us, of a similar standard to that originally booked or (iii) cancelling or accepting the cancellation and receiving a full refund of all monies due.

If the alternative service is cheaper than the original one, we will refund the price difference, and if it is more expensive you will be charged for the difference.

If we have to make a significant change we will, where compensation is appropriate, pay you reasonable compensation, depending on the circumstances and when the significant change or cancellation is notified to you, subject to the following exceptions. Compensation will not be payable and no liability beyond offering the above mentioned choices can be accepted where:

(a) we are forced to make a change or cancel as a result of unusual and unforeseeable circumstances beyond our control, the consequences of which we could not have avoided even with all due care or (b) we have to cancel because the minimum number of bookings necessary for us to operate your services have not been reached (see above) or (c) where your booking is cancelled or a significant change made (which you accept) prior to or at the time of confirmation.

No compensation will be payable and the above options will not be available if we cancel as a result of your failure to comply with any requirement of these Terms and Conditions entitling us to cancel (such as paying on time) or where a change is a minor one.

Very rarely, we may be forced by “force majeure” (see clause 9) to change or terminate a service booked. This is extremely unlikely but if this situation does occur, we regret we will be unable to make any refunds (unless we obtain any refunds from our suppliers), pay you any compensation or meet any costs or expenses you incur as a result.



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7. Prices

All prices published in our brochures, marketing material and our website are for guidance only and are based on exchange rates in effect on the publication date. Although every effort is taken to ensure prices are accurate at the time of publication we cannot guarantee these prices. Please note, changes and errors occasionally occur. You must check the price of your chosen services at the time of booking.

We reserve the right to alter or correct errors in any quoted or published prices at any time prior to a contract between us coming into existence.

Once the price of your chosen services have been confirmed on your confirmation invoice then subject to the correction of errors, we will only increase or decrease the price in the following circumstances.

Price increases or decreases after booking will be passed on by way of a surcharge or refund. A surcharge or refund (as applicable) will be payable, subject to the conditions set out in this clause, in the event of any change in our transportation costs or in dues, taxes or fees payable for services.

A refund will only be payable if the decrease in our costs exceeds 2% of the total cost of your booking as set out above. Where a refund is due, we will pay you the full amount of the decrease in our costs.

We promise not to levy a surcharge within 30 days of departure. No refund will be payable during this period either.

8. Insurance

It is a condition of booking, that you have or will arrange to be covered by adequate insurance for personal liability, medical and holiday cancellation insurance to be valid from the date when the contract between us comes into existence until the itinerary is completed. When obtaining travel insurance you must ensure that the insurer is aware of the type activities which you plan to undertake that may be considered high risk such as coasteering, scuba diving, white water rafting, travel by light aircraft, paragliding, kite surfing, wind surfing, surfing, downhill mountain biking and so on. Please ensure that you are fully covered, in particular with regard to the maximum cancellation amount, and that you provide details of your insurer and policy number to us for our records.

9. Force majeure

Except where otherwise expressly stated in these Terms and Conditions, we regret we cannot accept liability or pay any compensation where the performance of our obligations under our contract with you is prevented or affected by, or you otherwise suffer any damage, loss or expense of any nature as a result of, "force majeure". In these Terms and Conditions "force majeure" means any event which we or the supplier of the service(s) in question could not, even with all due care, foresee or avoid. Such events may include political disputes, acts of war, threat of war, riots, terrorist activity (actual or threatened), border closures, industrial action (actual or threatened), technical problems with machinery, transport or equipment, government intervention, natural disasters, fire or explosion, inclement weather and acts of God.

10. Suppliers' conditions

Independent suppliers provide most accommodation, services and transport. All bookings are subject to the third party conditions and regulations of these carriers/ transport proprietors/accommodation providers and service suppliers. These conditions may limit or exclude liability to you and may be subject to provisions of international conventions - copies are available from us on request. Many third party suppliers require a waiver of responsibility to be signed, which may limit some of your rights vis a vis those suppliers.



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11. Our liability

a) We promise to make sure that the arrangements we have agreed to provide are provided with reasonable skill and care. This means that, subject to these Terms and Conditions, we will accept responsibility if, for example, your contracted holiday arrangements are not provided as promised or prove deficient as a result of the failure by ourselves, our employees, agents or suppliers to use reasonable skill and care in making, performing or providing, as applicable, your contracted arrangements. Please note, it is your responsibility to show that reasonable skill and care has not been used if you wish to make a claim against us. In addition, we will only be responsible for what our employees, agents and suppliers do or do not do if they were at the time acting within the course of their employment (for employees) or carrying out work we had asked them to do (for agents and suppliers).

b) We will not be responsible for any injury, illness, death, loss (for example loss of enjoyment), damage, expense, cost or other sum or claim of any description whatsoever which results from any of the following: (i) the act(s) and/or omission(s) of the person(s) affected or any member(s) of their party or (ii) the act(s) and/or omission(s) of a third party not connected with the provision of your holiday and which were unforeseeable or unavoidable or (iii) force majeure as defined in clause 9 above.

c) Please note, we cannot accept responsibility for any services which do not form part of our contract. This includes, for example, any additional services or facilities which your accommodation provider or any other supplier agrees to provide for you where the services or facilities are not advertised by us and we have not agreed to arrange them as part of our contract and any excursion you purchase directly. In addition, regardless of any wording used by us on our website, in any advertising material or elsewhere, we only promise to use reasonable skill and care as set out above and we do not have any greater or different liability to you.

d) The promises we make to you about the services we have agreed to provide or arrange as part of our contract - and the laws and regulations of the country in which your claim or complaint occurred - will be used as the basis for deciding whether the services in question had been properly provided. If the particular services which gave rise to the claim or complaint complied with local laws and regulations applicable to those services at the time, the services will be treated as having been properly provided.

e) As set out in these Terms and Conditions, we limit the maximum amount we may have to pay you for any claims you may make against us.

f) Please note, we cannot accept any liability for any damage, loss, expense or other sum(s) of any description (i) which on the basis of the information given to us by you concerning your booking prior to our accepting it, we could not have foreseen you would suffer or incur if we breached our contract with you or (ii) which did not result from any breach of contract or other fault by ourselves or our employees or, where we are responsible for them, our suppliers. Additionally we cannot accept liability for any business losses.

g) You must provide our insurers and ourselves with all assistance we may reasonably require. You must also tell us and the supplier concerned, about your claim or complaint, as set out in clause 14 below. If asked to do so, you must transfer to us or our insurers any rights you have against the supplier or whoever else is responsible for your claim or complaint (if the person concerned is under 18, their parent or guardian must do so). You must also agree to cooperate fully with our insurers and us, if our insurers or us want to enforce any rights that are transferred.



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12. Behaviour and damage

a) When you book with us, you accept responsibility for any damage or loss caused by you or any member of your party. Full payment for any such damage or loss (reasonably estimated if not precisely known) must be made direct to the accommodation owner or manager or other supplier or to us as soon as possible. If the actual cost of the loss or damage exceeds the amount paid where estimated, you must pay the difference once known. If the actual cost is less than the amount paid, the difference will be refunded. You will also be responsible for meeting any claims subsequently made against us and all costs incurred by us (including our own and the other party's full legal costs) as a result of your actions. You should ensure you have appropriate travel insurance to protect you if this situation arises as per clause 8 above.

We expect all clients to have consideration for other people. If in our reasonable opinion or in the reasonable opinion of any other person in authority, you or any member of your party behaves in such a way as to cause or be likely to cause danger, upset or distress to any third party or damage to property, we are entitled, without prior notice, to terminate the booked services of the person(s) concerned. In this situation, the person(s) concerned will be required to leave the accommodation or other service. We will have no further responsibility toward such person(s) including any return travel arrangements. No refunds will be made and we will not pay any expenses or costs incurred as a result of the termination.

b) The type of travel, which we offer, requires flexibility and must allow for alternatives. The outline itinerary as given for each booking must therefore be taken as an indication of what each trip may accomplish, and not as a contractual obligation on the part of The Cornish Concierge. It is understood that the route schedules, itineraries, amenities and mode of transport may be subject to alteration without prior notice due to local circumstances or events which may include sickness, mechanical breakdown, strikes, events emanating from political disputes entry, climate and other unpredictable or unforeseeable circumstances.

13. Acceptance of risk (by you)

You acknowledge that the nature of travel is adventurous and that as such some bookings may involve a significant amount of inherent personal risk. These include injury, disease, loss or damage to property, inconvenience and discomfort. Some activities incidental to the booking may carry inherent risks and if you wish to participate you may be requested to sign an additional waiver form by the local supplier. It is your responsibility to ensure that you are physically fit enough to participate, that you have adequate protective clothing and safety equipment and take sensible precautions for your own safety and for the safety of any children for whom you are responsible.

14. Claims and complaints

In the event that you have cause for complaint you must immediately bring it to the attention of your Consultant and to the management of the accommodation or relevant supplier, obtaining written confirmation from them of the complaint so that we will have the opportunity to correct the matter. If you fail to do so you deprive us and our suppliers of the chance to investigate your complaint and to do our best to rectify it. If you remain dissatisfied you must write to us within 28 days of your return with full details. If you fail to follow this complaints procedure, your right to claim any compensation may be affected or even lost as a result.

15. Law and jurisdiction

English Law (and no other) will apply to your contract and to any dispute, claim or other matter of any description that arises between us (except as set out below). We both also agree that any dispute, claim or other matter of any description (and whether or not involving any personal injury) which arises between us must be dealt with by the Courts of England and Wales only unless, in the case of Court proceedings, you live in Scotland or Northern Ireland. In this case, proceedings



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must either be brought in the Courts of your home country or those of England and Wales. If proceedings are brought in Scotland or Northern Ireland, you may choose to have your contract and any dispute, claim or other matter of any description which arises between us governed by the law of Scotland/Northern Ireland as applicable (but if you do not so choose, English law will apply).

16. Personal information and privacy

Your personal information and that of your party is important to us. We will always treat it with the respect it deserves and will never pass it to any third parties, except those that need this information in the course of providing the holiday services you have booked. We may contact you from time to time with information and offers that we think might be of interest. Should you wish to stop hearing from us, by email or by any other means, please email us at hello@thecornishconcierge.co.uk, detailing how you wish us to use and store your personal information.

Important information

The following Important Information should be read in conjunction with our Terms and Conditions, as together they form the basis of your contract with us. Please read these carefully as they set out our respective obligations.

Company details

The Cornish Concierge is registered in England under company number 09900239.

Problems and emergencies

If any problems occur whilst on your holiday, please contact your consultant. We would much prefer to resolve any problem at source and at the time of occurrence (if possible). Please see our Terms and Conditions for further information. If you fail to follow the simple complaints procedure set out here and in our Terms and Conditions, your right to claim any compensation you may otherwise have been entitled to may be affected or even lost as a result.