



ROMANO ESTATE

ROMANO ESTATE T&Cs

We want to make sure your stay with us is a great one and so we ask that you read our small print, let's face it this is never the most riveting of reads, but is important. Our booking conditions will tell you all about our policies and procedures and lay out clearly the contractual relationship between you and Romano Estate. If you need any help with this, please contact us [here](#)

1. Definitions

1.1 The following definitions and rules of interpretation apply in these booking conditions:

Booking Confirmation: the confirmation of booking provided by email to the Customer when a booking has been accepted.

Booking Deposit: xxx of the Rental Fees, provided that the booking is submitted more than eight weeks before the Start Date.

Booking Fee: a non-refundable booking fee of £200 (including VAT).

Booking Form: the booking form completed by, or on behalf of you, the Customer.

Romano Estate the property: Romano Estates Ltd incorporated and registered in England and Wales with company number 13840804 whose registered office is at 20-22 Wenlock Rd, London, N1 7GU

Customer: the person who submits the Booking Form.

Conditions: these booking conditions. **End Date:** the last day of the Rental Period. **Event Outside Control:** any act or event beyond Romano Estate reasonable control, including without limitation fire, explosion, storm, flood, earthquake, subsidence, epidemic or other natural disaster, any law or any action taken by a government or public authority, including, without limitation, imposing restrictions on movement or quarantine, or failure of public or private telecommunications networks.

Guests: the people that occupy the property subject to these Conditions.

Housekeeper: the person appointed by Romano Estate.

Romano Estate and housekeeper who is responsible for the cleaning of the Property post rental period.

Inventory: the inventory of fixtures, furniture and all effects at the property, a copy of which is here and in Appendix 1 and must be kept at the property and not removed.

Optional Extras: additional items which may be made available at the Property (and charged separately) if confirmed in the Booking Confirmation.

Rental Fees: the total amount due from a Customer in respect of a booking of the property.

Rental Period: the rental period specified in the Booking Confirmation.

Start Date: the first day of the Rental Period.

Website: Romano Estate website currently located at www.romano.estate together

2. GENERAL

2.1 Duration and times of rental

2.2 The Rental Periods are for a minimum of 3 nights and commence at 2pm on the Start Date and end at 10am on the End Date, unless otherwise agreed in writing by Romano Estate.

2.3 The Rental Period cannot be exceeded unless Romano Estate give prior written approval. The Customer will be liable for any cost, of whatever nature, incurred as a result of any unauthorised extension.

2.4 Utilities and Electricity is included in the rental fees for normal use.

3. DEPOSIT

3.1 If a booking is made eight weeks or more before the Start Date, a Booking Deposit plus Booking Fee is payable. The Booking Deposit of 1/3rd of the rental fees shall be paid by the Customer at the time they submit the Booking Form to Romano Estate.

3.2 If a booking is made less than eight weeks before the Start Date, the full Rental Fees, plus any additional charges (such as charges for pets and charges for Optional Hire Extras) must be paid at the time of submitting the Booking Form.

3.3 The Customer agrees to pay the Booking Fee. If two or more Properties are booked these constitute separate contracts and separate Booking Fees are due to Romano Estate.

3.4 The Customer's submission of a Booking Form is an offer to book the Property. If the Property is available on the requested dates, Romano Estate will send a Booking Confirmation to the Customer. At this point a binding contract, incorporating these Conditions, will come into existence.

3.5 Romano Estate reserve the right to refuse a booking, including where the Customer has used abusive, derogatory, inappropriate or offensive language (whether in respect of the current booking or a previous booking) when communicating with Romano Estate employees and representatives. If Romano Estate refuses a booking, the Deposit, Rental Fees, and any additional charges paid by the Customer will be refunded to the Customer immediately.

4. FINAL PAYMENT

4.1 Unless otherwise agreed in writing by Romano Estate, the Rental Fees shall be set out on the Website and any third-party booking site at the time of submitting the Booking Form.

4.2 Subject to clause 7, as soon as the Booking Confirmation is sent, the Customer is responsible for payment of the balance of the Rental Fees in accordance with clause 4.3, together with any additional charges.

4.3 Payment of the Rental Fees and additional charges are due to Romano Estate eight weeks before the Start Date (the "Due Date") and non-payment by the Due Date may be treated as a cancellation.

4.4 If the balance of Rental Fees is not paid by the Customer on the Due Date, then the Customer will be deemed to have cancelled their booking and Boutique Retreats shall retain the Booking Deposit and Booking Fee. 5.5 Romano Estate shall not be responsible for sending reminders of the Due Date. The Due Date will be set out on the Booking Confirmation.

5. CHANGING A BOOKING

5.1 Once a Booking Confirmation has been sent, the booking can only be changed to another Property by cancelling the original booking in accordance with clause 7.

5.2 The Rental Period may not be changed by the Customer within two weeks of the Start Date. Any other changes to the Rental Period are subject to approval by the Owners and a £30 (including VAT) administration fee payable to Romano Estate.

6. CANCELLATION

6.1 A booking can only be cancelled prior to the Start Date.

6.2 If a Customer wishes to cancel the booking, it must notify Romano Estate in writing ("Cancellation Notice"). Clause 14 shall apply if the Property is unavailable due to an Event Outside Control.

6.3 In the event that a Cancellation Notice is received by Romano Estate, a cancellation charge is payable depending on the number of days before the Start Date. The amount payable is set out below:

Number of days before the start date

0 – 13 days cancellation charge 100% of rental fees

14 – 27 days cancellation charge 75% of rental fees

28 – 55 days cancellation charge 50% of rental fees

56 days or more cancellation charge deposit

6.4 Romano Estate strongly recommends that Customers and Guests should take out cancellation insurance in relation to their booking when made.

7. OPTIONAL EXTRAS

Romano Estate Property offers Optional Extras, they are listed on the Website and will be charged at the rates shown on the Website.

8. PRICE CHANGES

8.1 Romano Estate reserve the right to review and amend prices on the Website due to errors or omissions, but such changes shall be notified to the Customer as soon as possible

and the Customer shall be able to end the contract if the amended price is significantly higher than the original price quoted.

9. METHOD OF PAYMENT

All payments made to Romano Estate may be made by, PayPal, credit card, debit card or electronic bank transfer.

10. OVERSEAS BOOKINGS

Customers located outside the United Kingdom shall pay in Pounds Sterling by Paypal, Mastercard, Visa card, or by international electronic transfer. Any charges for payments from overseas will be passed on to the Customer.

11. ELIGIBILITY

Romano Estate are essentially providing holidays (family /individual) and it is our policy not to accept bookings for hen or stag parties or from groups of people under the age of 18 years.

12. THE HOLIDAY

The Customer and Guests have the right to occupy the Property for a holiday only (within the meaning of Schedule 1, Paragraph 9 of the Housing Act 1988).

13. CUSTOMER OBLIGATIONS

The Customer agrees:

13.1 to pay for all additional energy costs not included in S3 General.

13.2 to report to Romano Estate any damage, destruction, loss, defect or disrepair affecting the Property or items listed on the Inventory (if any) as soon as it comes to the attention of the Customer.

13.3 to pay for any losses or damages to the Property caused by a Guest (excluding any damage caused by fair wear and tear and the cost of any damage which may be recoverable under insurance policies). If it is proven that damage is directly attributable to the Customer or Guests, then Romano Estate have the right to reclaim any costs incurred from the card the Customer used to pay the Rental Fees. All damage or breakdowns must be reported immediately so issues can be put right before the arrival of the next guests.

13.4 to take good care of the Property and leave it in a clean and tidy condition at the End Date. A cleaning service is not provided during the Rental Period unless otherwise agreed in writing by Romano Estate. If Romano Estate is dissatisfied with the condition of the Property at the End Date, they reserve the right to refuse to accept subsequent bookings from that Customer.

13.5 to always permit the Housekeeper and Romano Estate reasonable access to the Property without notice.

13.6 not to part with possession of the Property, or share it, except with Guests identified on the Booking Confirmation.

13.7 not to sell or transfer the booking to another party without Romano Estate's prior written consent.

13.8 to ensure that only the Guests who are identified on the Booking Confirmation occupy the Property. The Customer further agrees that a cot may only be occupied by a child aged 24 months or less at the Start Date.

13.9 not to smoke cigarettes, tobacco, pipes or electronic cigarettes or Vapes inside the Property or cause an annoyance or become a nuisance to occupants of adjoining premises.

13.10 to only use the designated parking spaces on site at the entrance. There is a drop off point in front of the property and vehicles are not permitted to park there. This is for drop off and unloading of luggage only. Romano Estate accept no liability for additional costs incurred if a Customer or Guest's vehicle is damaged.

13.11 to at all times behave in a respectful and polite manner to the Housekeeper, Romano Estate employees and representatives.

13.12 to not use any abusive, derogatory, inappropriate or offensive language when communicating with Romano Estate or its employees and representatives.

14.13 to not charge the Customer or Guest's electric or hybrid vehicle at the Property. The Customer and Guests further agree that they shall not use a normal domestic power socket to charge an electric or hybrid vehicle as this may cause safety risks and damage to the Property.

13.14 that notices (including notices in proceedings) must be served on Romano Estate at the following address:

22-28 The Courtyard, Newmill, Penzance TR20 8UU

14. NON-AVAILABILITY OF PROPERTY

14.1 Romano Estate 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 Control.

14.2 If an Event Outside 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 Romano Estate's obligations under these Conditions will be suspended and the time for performance will be extended for the duration of the Event Outside Control. Where the Event Outside Control results in the Property becoming unavailable during the Rental Period, the Customer may end the contract and all payments will be refunded.

15. LIABILITY

15.1 Nothing in these Conditions excludes or limits the liability of Romano Estate for: death or personal injury caused by Romano Estate's negligence; or ii. any matter which it would be illegal for Romano Estate to exclude or attempt to exclude their liability.

15.2 If Romano Estate fails to comply with these Conditions, Romano Estate is responsible for losses which are a foreseeable result of their breach of these Conditions or their negligence, but Romano Estate is not responsible for any loss or damage that is not foreseeable. Loss or damage is foreseeable if it is an obvious consequence of the breach or if it was contemplated by the parties at the time the parties entered into a binding contract.

15.3 Romano Estate is not liable for business losses. Romano Estate only lets the Property for domestic and private use. If the Customer, or a Guest, uses the Property for any commercial or business purpose Romano Estate will have no liability for any loss of profit, loss of business, business interruption, or loss of business opportunity.

16. PROPERTY DESCRIPTION

16.1 Some of the information on the Website relates to shops, amenities and public houses in the surrounding area. Closure of such premises and other changes to external facilities are outside of the control of Romano Estate.

This information is provided for general information purposes and is not intended to amount to advice on which the Customer and Guests should rely. Although Romano Estate takes reasonable efforts to ensure the information on the Website is up to date, it makes no representations, warranties or guarantees, whether express or implied, that the content on the Website is accurate, complete or up to date.

16.2 The Properties offer WIFI, and this information is detailed in their description on the Website. The provision of WIFI is subject to availability and network conditions.

17. COMPLAINTS

17.1 All complaints must be notified to Romano Estate as soon as reasonably practicable, as Romano Estate may be required to carry out an on-the-spot investigation of the Property and if necessary, take remedial action. All Customers have a legal obligation to mitigate their losses.

17.2 The Customer agrees that Romano Estate shall be given the opportunity of investigating the complaint within a reasonable time and the opportunity to correct issues during or after the Rental Period.

18.3 Romano Estate cannot accept responsibility for any legislation relating to dogs not being permitted on beaches.

18. PETS

18.1 Pets are only permitted at the Property with the prior booking and written consent of Romano Estate and are subject to any additional conditions and charges imposed by Romano Estate. If pets are permitted, the Customer agrees that they shall be kept under control and exercised away from the main Property.

18.2 Pets are not permitted in the bedrooms or on the furniture in the Property and Romano Estate cannot 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 charge will be made for each pet and will be set out on the Booking Form. We suggest you bring your own bedding for their comfort.

19. Assistance dogs

Romano Estate welcomes assistance dogs under the same criteria as clause 18.

20. Inventory

An inventory is provided, any discrepancies are to be reported to Romano Estate or the Housekeeper within 24 hours of the Start Date, otherwise the Inventory will be deemed to be correct.

21. BED LINEN AND TOWELS

21.1 Bed linen, Towels, Bathmats, tea towels and dish cloths are provided by Romano Estate

21.2 Linen and towels are changed at the End Date. If the Customer requires fresh linen and towels during the Rental Period, they should contact the Housekeeper and Romano Estate may agree to provide fresh linen and towels subject to the payment of an additional charge.

22. VAT

Where VAT is payable the tax is included in the Rental Fees.

23. BREACH OF CONTRACT

23.1 If there is a substantial breach of any of these Conditions by the Customer or any Guests including a breach of clauses 13.11 and 13.12, Romano Estate reserve the right to re-enter the Property and terminate (i.e., bring to an end) the contract that exists in relation to the Property and may recover possession of the Property.

23.2 If there is a substantial breach of any of these Conditions by Romano Estate then the Customer has the right to terminate (i.e., bring to an end) the contract that exists in relation to the Property and may leave the Property.

23.3 Ending the contract by either Romano Estate or the Customer does not affect that party's other rights and remedies.

24. PERSONAL DATA

24.1 Romano Estate shall collect the names (first names and surnames), addresses and, if the Guest is under eighteen years of age, the age of the Guests ("Contact Data"). The Owner will process the Contact Data:

- i. to verify the identity of the Customer and Guests who will be occupying the Property; and
- ii. to contact the Customer and Guests by post with information about the Owner's Property.

24.2 The legal basis for processing the Contact Data is the performance of a contract and the Romano Estate's legitimate interests.

24.3 Romano Estate may pass this personal information to other third-party service providers for the purpose of completing the booking and supplying the Property to the Customer and Guests.

24.4 Romano Estate will also obtain the Customer's personal information during the sale, or negotiations for the sale, to the Customer. Romano Estate may contact the Customer by electronic means (email or text preference) with relevant information. If the Customer does not want Romano Estate to use its personal information in this way, it can opt out at any time by contacting Romano Estate or by using the links provided in the email. Romano Estate may also contact the Customer by postal means with marketing materials. If the Customer does not want Romano Estate to use its personal information in this way, it can opt out at any time by contacting Romano Estate directly.

24.5 Romano Estate may retain the Customer's information 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.

25. AUTHORITY TO SIGN

The Customer who completes the Booking Form agrees that:

25.1 they are authorised to accept these Conditions on behalf of the Guests, including those substituted or added after the Booking Confirmation is issued, and ensure that the Guests agree and comply with these Conditions.

25.2 they are over eighteen years of age; and

25.3 they agree to take responsibility for the Guests occupying the Property, and to notify Romano Estate if they are not a confirmed Guest.

26. PRIORITY

If there is any ambiguity or inconsistency in or between these Conditions and the information on the Website, these Conditions shall prevail.

27. PREVIOUS WEBSITES AND CONDITIONS

The Website and these Conditions replace and supersede all previous Websites and Conditions.

29. VALIDITY CLAUSE

In the event that a court finds that a condition (or part of a condition) in these Conditions is invalid, unenforceable or illegal, the other conditions shall remain in force.

30. THIRD PARTY RIGHTS

Romano Estate do not intend that the contract between them should be enforceable by any person solely by virtue of the Contracts (Rights of Third Parties) Act 1999.

31. GOVERNING LAW AND JURISDICTION

The contract between Romano Estate and the Customer shall be governed by the laws of England and Wales. Each party irrevocably agrees that the courts of England and Wales shall have the exclusive jurisdiction to settle any dispute of claim arising out of or in connection with the contract or its subject matter or formation (including non-contractual disputes or claims).

thanks for reading.

Romano Estate Team