

CORNISH HOLIDAY COTTAGE BOOKING TERMS AND CONDITIONS

AGREEMENT DEFINITIONS

For the purpose of this agreement the following terms are defined below:

Agent: Refers to Cornish Holiday Cottage, who have the legal authority to represent and act for the Owner of the Property.

Arrival Date: The date and time that your Booking will begin, and you have access to the property.

Balance Due Date: 6 weeks before your Arrival Date, except in such cases where the Booking is made within the 6-week parameter. In this instance the full payment is due at the time of Booking.

Booking: A confirmed reservation commencing on the Arrival Date and ending on the Departure Date.

Booking Confirmation: Written acceptance of the Booking. This can be communicated via email or in writing and contains confirmation of the basic elements of the booking.

Booking Fee: A non-refundable administration fee taken at the time of Booking.

Booking Price: The total price charged to you for the Booking. This will include the basic price of the holiday and any extras as stated on the website or otherwise described to you at the time of Booking.

Cancellations and Refunds: As defined in Clause 8.

Damage Deposit: A refundable deposit which is held by the Agent to cover the costs of any damage caused by the Guest during the Booking.

Departure Date: The date and time that your Booking ends and you must vacate the Property.

Deposit: A non-refundable amount which equates to 25% of the Booking Price, required when making the Booking to secure the Property for the duration of your stay.

Events Outside of the Parties Control: As defined in Clause 24.

Guest: The individual who makes the Booking Reservation and will be inhabiting the Property for the designated time along with their party.

Cornish Holiday Cottage: Cornish Holiday Cottage is a part of Cornwall Estates (Padstow) Limited, whose registered office is at 6 Houndiscombe Road, Plymouth, PL4 6HH. Our principal place of business is at 5 Broad Street, Padstow, PL28 8BS. We are registered in England; you can find the online version of the register at www.companieshouse.co.uk, and our registration number is 10680983.

Owner: The owner of the Property for whom Cornish Holiday Cottage acts as an agent.

Property: The Property which has been provided to the Guest for the purpose of holiday letting. Details of said Property are available on the company website.

Property Rules: Any restrictions which are applicable to a Property as detailed on the website, third-party booking agent or literature found in the Property.

Terms: The Terms and Conditions upon which the Booking has been made.

Website: <https://www.cornishholidaycottage.com>

Booking and Payment Conditions

Contract of Hire

1.1 All Bookings must be accepted by the Agent (Cornish Holiday Cottage Holidays) and are subject to these conditions which are deemed to have been accepted in full by the lead Guest and all persons in the party.

2. Making a Booking

2.1 Provisional Bookings can only be held for 24 hours without payment.

2.2 Cornish Holiday Cottage may request details of all persons in your party including names and ages.

2.3 A Booking is only confirmed on receipt of payment of your deposit, as per clause 3 of these conditions. (Online Bookings are not confirmed until receipt of postal or email confirmation from Cornish Holiday Cottage). Cornish Holiday Cottage may refuse to accept a Booking if necessary.

2.4 It is the responsibility of the guest to notify Cornish Holiday Cottage if any such confirmation has not been received within 7 working days

2.5 On receipt of the Booking Confirmation it is the responsibility of the Guest to thoroughly check the confirmation and ensure that all details are correct. The Guest must notify us immediately of any discrepancies, and in any case within 14 working days.

2.6 Only one discount code can be used per Booking, multiple discount codes cannot be used in conjunction with one another.

2.7 These terms will become binding once the Booking process has been completed by the Guest.

2.8 Bookings are subject to a non-refundable administrative Booking Fee.

3. Deposit

3.1. A Booking whether by telephone, email, or website, must be accompanied by a Deposit. The Deposit is equal to the sum of 25% of the total Booking Price. The deposit is non-refundable in all circumstances when you cancel a holiday, unless section 22 applies.

3.2 DAMAGE DEPOSIT – The Agent will contact the Guest prior to arrival to take a Damage Deposit of £250.00. The damage deposit will be refunded in full after all Guests have checked out and the housekeeping team have verified that there is no damage to the property.

4. Final Payment

4.1. Payment of the balance of the Booking Price must be paid to Cornish Holiday Cottage 6 weeks before the letting is due to start.

This is referred to as the Due Date.

4.2. Non-payment by the Due Date if not previously agreed with us, may be treated as a cancellation. We reserve the right to cancel your holiday and re-let any holiday where any payment due is more than 14 days late. In these circumstances you will not be entitled to any refund.

5. Booking Amendments

5.1. Once a Booking has been accepted and confirmed by Cornish Holiday Cottage Holidays, the Booking can only be changed by requesting an amendment via email or letter. We cannot guarantee that requests will be accommodated and reserve the right to make any necessary changes in the Booking Price, i.e., where the dates fall within a different charging period.

5.2. Where Cornish Holiday Cottage Holidays agree to the change in the dates of the Booking, an administration fee of £40.00 must be paid by the Guest.

5.3. Should you wish to extend your Booking once you have arrived with us, we require a minimum 48 hours' notice and payment to secure the amendment. We regret that we may not be able to facilitate the extension after this time, nor if the property is unavailable.

5.4. If Cornish Holiday Cottage agrees to change the Property or dates after a Special Offer has been released, the Property cannot be upgraded at the new Booking cost.

6. What is included

6.1 The Property rental includes: The cost of water, electricity, weekly clean and use of towels/linen where applicable. A full inventory of equipment, utensils and furniture is also provided. Please note- items must not be removed from the apartment during your stay.

6.2 Should items listed on the inventory not be present in the Property, the arrival of replacement items cannot be guaranteed during the course of the Guests stay as we will be dependent on third parties for purchase and delivery.

7. What is not included

The Booking Price does not include any personal or holiday insurance nor cost of travel to the apartment. We strongly advise that all guests purchase suitable insurance to cover their holiday.

8. Cancellations

8.1. If you wish to cancel the Booking you must notify Cornish Holiday Cottage in writing or by email (Cancellation Notice) prior to the Arrival Date.

8.2. Cancellations are subject to the following Refunds, dependant on the amount of time before the Arrival Date:

- a) Up to 60 days before the Arrival Date- 75% Refund
- b) Up to 30 days before Arrival Date- 50% Refund
- c) Within 30 days of Arrival Date- no Refund

8.3 If a Cancellation occurs because of illness (this includes Covid-19 and/or self-isolating due to Covid-19) this will be treated as a Cancellation by the Guest and not an Event Outside the Parties Control (Clause 24)

8.4 If you depart voluntarily from the Property before your arranged departure date, no Refund will be given.

8.5 The Booking Fee remains non-refundable.

9. Duration and Times of Booking

9.1. Bookings are for a maximum of four weeks and commence at 4pm on the Arrival Date and end at 10am on the Departure Date unless otherwise notified.

9.2. The period booked cannot be exceeded unless Cornish Holiday Cottage give written approval. You will be liable for any cost of whatever nature incurred because of an unauthorised extension.

10. Guests Responsibilities

10.1. The Guest is responsible for taking all reasonable care of the Property and its contents. The Property and all equipment, utensils, furniture etc. must be left clean and tidy at the end of the hire period and the Guest must ensure that the Property is secure, locking all doors and windows.

10.2. The Guest and members of their party are not permitted to smoke or vape in the premises. If it is evident that smoking or vaping has occurred during your Booking you will be asked to vacate the Property and be liable for any costs incurred through deep cleaning or reparation of damage due to said activity.

10.3. The Guest is requested to limit noise between 9.00 pm. and 8.00 am.

10.4. The Guest should not take pets to the Property without the Agent's prior knowledge and consent. If permission is granted you agree to pay an additional charge as detailed on the individual Property page and agree pets must be kept off furniture and out of bedrooms, may not "mess" in the garden and all pet hair must be cleared up before departure. Pets should not be left unattended in the property. Young dogs must be declared at the time of booking for authorisation.

10.5. The Guest agrees to pay for any damage the party causes to the Property including the contents of the Property (excluding reasonable wear and tear). If the cost of the damage exceeds the Damage Deposit, you agree the Agent has the right on behalf of the Property Owner to invoice you for the full costs incurred in rectifying any damage caused by the Party. The Agent shall be entitled to recover any such costs by way of a debt.

10.5.1. Should any damage caused by the party to the Property result in a cancellation of a future booking you shall be held liable for losses incurred by the Agent and the Property Owner due to any cancelled future Bookings. The Agent shall be entitled to recover any such costs by way of a debt.

10.6 The Guest is responsible for informing us of any issues with the cleanliness of the Property within the first 48 hours of arrival, thereafter you will be deemed to have accepted the condition of the Property.

10.7 The Guest is responsible for familiarising themselves with the Property's location and ensuring that the Property is suitable to their parties' needs. Please view the Property information on our Website or contact our office prior to booking if you require additional access or Property information.

10.8 Any additional Property rules provided via the Website shall be incorporated into these Terms and therefore if breached will entitle us to cancel the contract.

10.9 All belongings and vehicles are left at the Property at your own risk. All belongings and vehicles must be removed by the agreed Departure Date. The return of any lost property cannot be guaranteed and will incur charges. All perishable foods will be automatically disposed of by the housekeeping team.

10.10 Camping and caravanning, including the use of motorhomes at the Property are strictly prohibited. We reserve the right to terminate this contract with immediate effect and recover costs if this clause is breached.

10.11 The Guest and their party must not act in a way that is aggressive, abusive, destructive violent or threatening towards any of our employees, a Property owner or member of their team or a member of the community in which the Property is situated. We reserve the right to terminate this agreement with immediate effect should any member of the Guests party behave in a way deemed to fall into these categories.

11. Rights of Access

11.1 The Guest agrees not to arrive at the Property before the contracted Arrival Date and time and to depart the property on or before the contracted Departure Date and time. The Property will not be available to the Guest outside of the times agreed in their booking. Should this clause be breached the Agent reserves the right to make a reasonable additional charge.

11.2 The representative or their subcontractors have the right of access to the Property at any time, with due regard to the convenience of the Guest, for the purpose of inspection of the property and to carry out any essential repair or maintenance work.

12. Responsibilities

Neither we, nor our representatives, can be held responsible for any circumstances beyond our control including, but not limited to, mechanical breakdown, illness or failure of any public service supply. The Guest responsible for Booking undertakes that no person will suffer anything to be done which would endanger the policy of our insurers in respect of the

Property and its contents which might make the same void.

13. Injury and Damage

Neither we, nor our representatives, take any liability for personal injury, loss or damage to personal effects howsoever arising during the Booking period.

14. Maximum Number of Persons

Under no circumstances may more than the maximum number of persons specified in the Property description occupy the Property, except by prior written agreement with us. We, or our representatives, reserve the right to refuse admittance to the Guest and their party if they are in breach of this condition.

15. Information

All information supplied by us, and our representatives, is given in good faith and is based on information available at the time. All reasonable measures have been taken to ensure the accuracy of any statement made, but we, and our representatives, are not liable for any variation however caused.

16. Offers

On occasion, Cornish Holiday Cottage may advertise special offers or last-minute deals. The offer/deal is only valid on new Bookings after the said offer has been released and cannot be used to amend a pre-existing Booking. If a code is listed as part of the special offer this must be stated to claim the offer.

17. Keys

We will inform you of the key safe code by email prior to your Arrival Date. All keys must be returned to the relevant key safe on departure. Should you lose, damage, or fail to return a set of keys this may result in a charge being made.

18. Complaints

Any complaints about the Property, or its contents, must be made in writing immediately to our representative (admin@cornwallestates.co.uk) who will take all reasonable steps to settle the problem. Neither we, nor our representative, shall have any liability for any complaint submitted after the completion of the rental period.

19. Insurance

The apartment hire cost does not include any personal insurance cover of any kind. IT IS STRONGLY RECOMMENDED THAT CANCELLATION, ACCIDENT & MEDICAL INSURANCE COVER IS TO BE TAKEN OUT BY THE GUEST.

20. Linen

If linen and towels are provided by the Property Owner, they will be changed between every letting. For stays of 2 weeks or more, we offer a complimentary change of linen.

21. VAT

The price quoted will be the total price inclusive of VAT where payable.

22. Non-Availability of Property

22.1. If for any reason beyond Cornish Holiday Cottage Holidays or the Owners' control, the Property is not available on the date booked, or the Property becomes unsuitable for holiday letting, all rent and charges paid in advance by you will be refunded in full and Cornish Holiday Cottage may cancel the booking.

22.2. Where possible Cornish Holiday Cottage will provide you with four weeks' notice except in extraordinary circumstances or Events Outside of the Parties Control.

22.3. If the notice period is less than four weeks Cornish Holiday Cottage will endeavour to find you alternative accommodation or, at your request, refund to you any sums you have paid. You will have no further claim against Cornish Holiday Cottage or the Owner.

23. Governing Law and Jurisdiction

Any dispute between us will be governed by the exclusive law and jurisdiction of the English Courts.

24. Events Outside of the Parties Control

24.1 In the event of a pandemic, epidemic or restriction of movement of people as directed by government or public authority, we reserve the right to issue specific terms via our Website. We will communicate any information to you via the contact details you provide to us.

24.2 Events Outside of the Parties Control do NOT include:

- a) self-isolation due to Covid-19 and/or showing symptoms of Covid-19
- b) noise disturbance from neighbouring properties
- c) building works at or near the Property
- d) internet failure
- e) interruption of views by vehicles or other objects

24.3 In the event of a circumstance beyond our reasonable control which results in the Property being unavailable to you, we will contact you as soon as possible so either alternative accommodation or a Refund can be arranged.

24.4 An act or omission by the Property Owner shall be deemed to be an Event Outside of the Parties Control.

25. Authority to accept

The person who completes the Booking and, therefore, accepts these terms and conditions confirms that:

- (a) he or she is authorised to agree the Booking conditions on behalf of all persons included on the Booking, including those substituted or added at a later date;
- (b) he or she is over eighteen years of age and a member of the party intending to occupy the Property; and
- (c) he or she agrees to take responsibility for the party occupying the Property.

26. Discrepancies

26.1. In case of a discrepancy between these terms and conditions and any other contents of Cornish Holiday Cottage conditions, these conditions shall prevail.

26.2. In the event of inconsistency between these terms and conditions and any other information regarding the property, these terms and conditions will prevail.