

CORNISH HOLIDAY COTTAGE BOOKING TERMS AND CONDITIONS

Booking and Payment Conditions

When booking a holiday, a non-refundable deposit of 25% will be required immediately in order to secure a booking. 12 weeks prior to your holiday arrival date, your balance will be due. It is on the onus of the main party member to ensure that the balance is paid on or before the due date. If a balance is not paid Cornish Holiday Cottage reserves the right to treat the non-payment as a cancellation.

If a booking amendment is required then a £30 administration fee will be applicable. This includes but is not limited to moving the date of your booking.

Contract of Hire

1.1 All bookings must be accepted by us (Cornish Holiday Cottage Holidays) and are subject to these conditions which are deemed to have been accepted in full by the hirer 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.

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

2.6 On receipt of the booking confirmation it is the responsibility of the customer to ensure that all details are correct. It is the responsibility of the customer to thoroughly check the confirmation and to notify us immediately of any discrepancies, and in any case within 14 working days.

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 letting fee.

4. Final Payment

4.1. Payment of the balance of the letting fee, must be paid to Cornish Holiday Cottage 12 weeks before the letting is due to start "the Due Date".

4.2. Non payment by the Due Date if not previously agreed with us; may be treated as a cancellation.

15 Damage

The Guests are responsible for and agree to reimburse to the owner and Cornish Holiday

Cottage all costs incurred by the owner and/or us as a result of any breakage or damage in or to the property which is caused by you or any members of your party or any other persons invited into the property by you. The owner and/or we can ask for an extra payment from you to cover any such costs.

The owner expects the accommodation to be left in a reasonable state on departure. If in the owner's or caretaker's opinion, additional cleaning is required, you will be liable to the owner for the cost of this cleaning.

You may need to check and sign an inventory of the property and its contents on arrival at the property. If you discover that anything is missing or damaged on arrival please notify the owner/key holder immediately.

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.

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

5.3. Should you wish to extend your stay once you have arrived with us we require a minimum 48 hour's notice and payment to secure the amendment. We regret that we may not be able to facilitate the extension after this time.

6. What is included

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

7. What is not included

The property rental price does not include any personal or holiday insurance nor cost of travel to the apartment. We strongly advise that all customers purchase suitable insurance to cover their holiday.

8. Cancellation by Hirer

8.1. If you wish to cancel the letting you must notify Cornish Holiday Cottage Holidays in writing or by e-mail (Cancellation Notice).

8.2. In the event of a cancellation any monies paid are non refundable. Therefore we strongly recommend that you take out Holiday Insurance with a third party.

9. Duration and Times of Letting

9.1. Lettings are for a maximum of four weeks and commence at 4pm on the first day of the letting and end at 10am on the day of departure 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. Hirer's Responsibilities

10.1. The hirer 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. The hirer and members of the party are not permitted to smoke in the premises and no pets are allowed. The hirer is requested to limit noise between 9.00 pm. and 8.00 am.

11. Rights of Access

The representative or their subcontractors have the right of access to the property at anytime, with due regard to the convenience of the hirer, 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 hirer 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 apartment 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 apartment, except by prior written agreement with us. We, or our representatives, reserve the right to refuse admittance to the apartment to the hirer 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

From time to time 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

Key collection will be made available on arrival. If your arrival is outside of office hours you will be advised as to where to collect keys.

18. Complaints

Any complaints about the apartment, or its contents, must be made in writing immediately to our representative 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 hirer.

20. VAT

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

21. Non-Availability of Property

21.1. 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.

21.2. Where possible Cornish Holiday Cottage will provide you with four weeks' notice except in extraordinary circumstances.

21.3. 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.

22. Governing Law and Jurisdiction

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

23. 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.

24. Discrepancies

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

24.2. In the event of inconsistency between these terms and conditions and any other information regarding the property, these terms and conditions will prevail. The Management reserves the right to refuse entry or eject from the properties and complex any persons, who in the Managements opinion are unsuitable, are not maintaining the upkeep of the properties to a satisfactory standard, found to be breaking the law or who causes nuisance or disturbance to other visitors or owners.