

BOOKING TERMS AND CONDITIONS

Please take the time to read the Booking Terms and Conditions, I appreciate that it is tempting to skip the content but it really is important. The Booking Terms and Conditions have been written to describe clearly the booking policy and procedures, and to clarify our contractual relationship.

1. General Information

1.1 'The Property' to which these terms and conditions (T&Cs) apply is: The Cottage, Trelash, North Cornwall PL15 8RL

1.2. In these conditions 'The Owner' is Jacqueline Bolt, Greenaway Cottage, Stockleigh Pomeroy, Crediton, Devon EX17 4AS

1.3 In these conditions, 'The Client' is the person who has made arrangements with The Owner as the principal contact or party leader and is named on the Booking Form.

1.4 The contractual relationship is between the Client and The Owner of The Property.

2. Making a Reservation

2.1. Bookings can be made by the Client by contacting The Owner direct. At the point of making a booking, the Client shall receive a copy of these Terms and Conditions (T&Cs) and a Booking Form.

2.2. If any payment to The Owner is not received by the due date, the booking will be treated as a Booking Cancelled by the Client and the dates will be released.

3. Confirming a Booking

3.1. The Cottage Booking Confirmation consists of three integral parts: (1) Completion of the Booking Form (2) Acceptance of these Terms and Conditions and (3) Payment of the Booking Deposit by the due date. The T&Cs are deemed to be in force upon agreement by the Client and / or on receipt by The Owner of any payment from the Client. **Entry to The Cottage requires that all three parts are completed and the booking may be treated as a cancellation in accordance with the Cancellation Policy if The Owner is not in receipt of a completed Booking Form and Deposit Payment within 7 (seven) days of requesting a booking.**

3.2. To confirm a booking, the Client must acknowledge that they have read the T&Cs, complete the Booking Form provided and The Owner must have received cleared funds to cover the 30% Booking Deposit in the designated bank account; confirmation of a booking is not possible without this.

3.3. The Client who completes the Booking Form and agrees the T&Cs does so on behalf of all members of the party and binds them jointly and severally to the terms therein (See Authority to Sign below).

3.4. The Client is required to pay an **initial deposit payment of 30% of the total cost of the holiday**. If the booking confirmation date is within 8 (eight) weeks of the arrival date, The Owner shall require full payment of the holiday cost, including the Cautionary Damage Deposit and any charges for additional services that might be due.

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3.5. Any payment made by the Client to The Owner in respect of The Property is deemed to confirm acceptance of these Terms and Conditions.

3.6. Upon receipt of payment The Owner will secure The Property for the requested dates and will send the Client a receipt to confirm funds received.

3.7. Once a booking is confirmed and subject to the Cancellation Policy, the Client is liable for payment of the balance of the accommodation cost, along with any additional charges

3.8. Payment to confirm a booking is possible by a bank transfer payment (BACS) only. The Client must allow sufficient time to ensure that the funds are cleared by the due date.

4. Payment of Balance

4.1. Payment of the balance of the accommodation cost (and any additional charges) is due in cleared funds 8 (eight) weeks prior to the arrival date. Although The Owner will endeavor to email a balance payment reminder to the Client, it is the Client's responsibility to ensure that payment is received by the due date.

4.2. The Owner requires that the Client pay the balance in full, using one payment method only (See Payment Methods below).

4.3. If the Balance Payment and Cautionary Deposit is not received **by midday** on the due date, and funds are not available when requested, the booking will be treated as a Cancellation by the Client (See Cancellation Policy below) and the booking dates will be released. Restoration of the holiday shall be treated as a new booking where the full accommodation cost is due; since the dates will be released, restoration cannot be guaranteed. The Owner shall not be responsible for any charges incurred by The Client.

5. Payment of the Cautionary Deposit

No matter how careful we are, accidents do happen and more so, it would seem, when we are staying in someone else's home, which from The Owner's point of view, makes the holding of a refundable Cautionary Deposit an absolute necessity. Discretion is used on deciding whether the damage is cause enough to ask for a contribution to its repair or replacement. Daily wear and tear (a glass here, a plate there) is an acceptable loss but on occasions when the cost of rectifying more serious damage needs to be addressed, the Cautionary Deposit has been a blessing. I am pleased to say I have only had one such occurrence in the past 18 months. I trust you understand why a Cautionary Deposit payment is required. The terms and conditions relating to this are below:

5.1. A Cautionary Deposit is required to cover costs resulting from the action or inaction of the Client or a member of their party, (including dogs) such as (but not limited to): the property being left in an unreasonable state, loss or non-return of keys, neglect or damage to the property, damage or loss of contents and/or, any extra or excessive cleaning costs required.

5.2. The amount of the Cautionary Deposit will be advised to the Client at the time of booking the holiday on the Booking Form.

5.3. The Cautionary Deposit is required to be paid in full at the same time as the Balance payment is due on or before midday 8 (eight) weeks prior to the arrival date. The Owner will endeavour to remind the Client when payment is due, however, it is the responsibility of the Client to ensure payment of this is received in full by The Owner a minimum 8 (eight) weeks prior to your arrival date.

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5.4. Access to The Property will be denied if full payment of the Cautionary Deposit has not been made in cleared funds and the booking will be treated as a cancellation, no refund will be due or issued.

5.5. The Cautionary Deposits is to be paid in full by bank transfer payment (BACS) only. The Client must allow sufficient time to ensure that the funds are cleared by the due date.

5.6. If the Cautionary Deposit is not received by midday on the due date, the Client authorises The Owner to treat the booking as a Cancellation by the Client (See Cancellation Policy below) and the booking dates will be released. Restoration of the booking shall be treated as a new booking where payment in full is due; since the dates will be released, restoration of a booking is not guaranteed. The Owner will not be held accountable for any charges incurred.

6. Refund of the Cautionary Deposit

6.1. The cautionary deposit will be refunded within 14 days of your departure from the property less any costs incurred.

6.2. In the event of damages attributed to the Client or a member of their party during their stay The Owner shall notify this to the Client as quickly as reasonably possible together with any evidence provided by my housekeeper. The cost of any remedial action shall be deducted from the Cautionary Deposit and the balance refunded to the Client. Repayment may be delayed beyond the 14 days if quotes are required for repair or replacement of items.

6.3. In the event that the cost of repair or replacement for losses or damage caused by the Client or a party member exceeds the Cautionary Deposit held, The Owner will notify the Client of any additional amounts owing. The Client is advised that The Owner reserves the right to pursue recovery of any additional costs over and above the Cautionary Deposit and for this reason it is strongly recommend that adequate personal liability insurance is put in place prior to the commencement of your holiday. Should additional costs be incurred The Owner will contact The Client to facilitate recovery.

6.4. The Client should ensure that The Owner has all information necessary to enable refund of the Cautionary Deposit as requested on the Booking Form. It is the Client's responsibility to inform The Owner in writing (email is acceptable) of any changes to this information between Booking and Departing The Property. The Owner cannot be held accountable for any bank charges or other losses incurred by the Client resulting where such changes are not communicated. In the event that for any reason The Owner is unable to contact the Client to advise of deductions from the Cautionary Deposit, then The Owner will not be held accountable for any bank charges or other losses incurred by the Client resulting from those deductions from the Cautionary Deposit. If The Owner is unable to contact the Client, refund of the balance of the Cautionary Deposit cannot be guaranteed within 14 days.

6.5. As the Cautionary Deposit is paid by bank transfer it shall be refunded by bank transfer. To facilitate this, the Client must provide The Owner with their correct bank account details on the Booking Form. If you fail to provide these details refund of the Cautionary Deposit will not be processed until The Owner is in receipt of your account details. The Owner cannot be held responsible if the Cautionary Deposit is not refunded within the 14 day time scale if this information has not been provided. A charge may apply where the Cautionary Deposit is credited to an international bank account.

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7. The Price of Your Accommodation

7.1. All prices quoted at the point of enquiry are valid until midnight of the day on which they were given.

7.2. Where a booking is not confirmed by payment, prices may be subject to change.

7.3. Notwithstanding the above, The Owner reserves the right to amend prices quoted as a result of errors or omissions. Any changes resulting from an error or omission shall be notified to the Client as soon as possible and the Client shall be able to cancel the booking if the amended price is significantly higher than the original price quoted.

7.4. No VAT is applicable to Accommodation Costs.

8. Price Guarantee

Errors and omissions excepting, The Owner guarantees that the price of the holiday will not be subject to any surcharges once the Client has paid a deposit, unless the booking has been amended, once the confirmation has been issued. All prices are based on **£Sterling**.

9. VAT

9.1 No VAT is applicable to Accommodation Costs.

10. Payment Method

10.1. Payments may be made by Bank Transfer; please allow sufficient time for bank transfers to clear before the payment due date.

10.2. All payments are made in £Sterling unless otherwise indicated. Overseas clients may pay in £Sterling by international bank transfer. Any charges for receiving payments from overseas will be passed to the Client.

Please note: Please include the name of the lead Client with all payments where possible.

11. Booking Amendments

11.1. Requests to change confirmed booking dates must be made no later than three months prior to the arrival date. The Owner will make every effort to facilitate a booking amendment. A £30.00 Administration Fee will be charged to the Client for each amendment.

11.2. Booking amendments requested within 8 (eight) weeks will be treated as a booking cancellation and may be subject to the terms of the Cancellation Policy (Below).

11.3. By agreeing these T&Cs the Client warrants that they will not sell or transfer the booking to another party without The Owner consent.

12. If The Owner Changes Your Accommodation

In exceptional circumstances, it may be necessary to amend the arrangements made by the Client and The Owner reserves the right to do so. Where such changes are considered to be a significant alteration of an essential item of the contract, The Owner will undertake to advise the Client as soon as is reasonably possible. Where a major change occurs (such as a change of destination or alternative property), the Client will be given the choice of either

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accepting the alternative arrangements or to cancel the booking; written confirmation of cancellation will be required. Once The Owner has received this in writing from the Client, a full refund of all monies paid, minus any bank transfer charges if applicable, will be made. If The Owner does require changing your booking, the liability is limited to the cost of the original booking and we will not be responsible for any additional losses you suffer as a result of that change.

14. Booking Cancellation Policy

14.1 Bookings Cancelled by the Client

14.1.2. A Client wishing to cancel a booking must telephone the The Owner. The Owner will also require written confirmation of cancellation (email is acceptable) within 12 hours of the telephone cancellation. The written cancellation must be issued and signed by the Client. The cancellation takes effect from the day that the written confirmation is received. All cancellations will be subject to a **£30** administration charge.

14.1.3. Where The Owner has not received a written cancellation notification within 12 hours of the telephone communication, the booking will be treated as a cancellation by The Client and Cancellation Charges will be applied as if the Client had cancelled the booking in writing.

14.1.4. A cancelled booking cannot be reinstated.

14.1.4. Cancellation Charges are as follows:

14.1.4.1. The Accommodation deposit (**30% of the total holiday cost**): Where cancellation notice is received after the deposit has been paid and no less than 8 (eight) weeks prior to the booking start date, then the deposit is forfeit.

14.1.4.2. **100% of the total holiday cost**: Where cancellation notice is received after the balance is due and/or been paid and less than 8 (eight) weeks prior to the booking start date then the Client shall be liable for the full cost of the booking.

14.1.4.3. Subject to application of an Administration Fee of £30, wherever possible, The Owner will actively re-sell cancelled dates. If successful, subject to the limits above, we will return to you any monies paid less the difference between the cost of the cancelled booking and the replacement booking.

14.1.4.4. If The Owner is unable to sell any part of the cancelled period then all monies paid will be forfeit and for this reason **we strongly advise clients to obtain their own holiday cancellation insurance**.

14.1.4.5. The Owner shall not repay any monies due to the Client as the result of a booking cancelled by the Client until the whole of the cancelled period has been resold or the last day of that period is passed.

14.2. Booking Cancellation by The Owner

14.2.1. It is extremely unlikely that The Owner cancels a confirmed booking. If however, The Owner does cancel a booking, The Owner will inform the Client as soon as possible and attempt to seek alternative accommodation of at least comparable standard. If this alternative accommodation is not acceptable to the Client, all monies paid by the Client will be refunded. If we do cancel your booking, our liability is limited to the cost of the original booking and we

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will not be responsible for any additional losses you suffer as a result of that cancellation.

14.2.2. By accepting the alternative property the Client agrees to the Booking Terms and Conditions. If the alternative accommodation has a lower tariff than the original property booked the Client will receive a refund of the difference. If the alternative property costs more than the original, the Client will be asked to pay the difference. The Owner will not be liable for any further obligations, compensation or claims by the Client.

15. Arrival and Departure Times

15.1 The Client is requested to adhere to the arrival and departure times listed below:

Arrival: No earlier than 16.00hrs (4.00pm)

Departure: No later than 10.00hrs (10.00am)

Changes to these times can be requested prior to arrival but are subject to confirmation and may incur a charge.

15.2 On or before the due Arrival date The Client shall make reasonable attempts to contact The Owner to communicate the expected time of arrival of the group.

15.3 Access to The Property. Unless a Meet and Greet service is specifically requested Clients gain access to The Property by use of door keys stored safely in a locked Key Safe on the premises. Two keys, which fit the main porch door are available for your use. Details of the lock combination to gain access to the key safe will be made available after the Balance and Cautionary Deposit payments have been received.

16. Eligibility

The Property is a private home. At the point of booking The Owner will request the reason/occasion for your stay; if it transpires that the occasion is not as detailed, your Cautionary Deposit may be retained as compensation for The Owner.

18. Party Size and Members

18.1. The maximum number of guests that can be at The Property is 6 (six) plus one, two or three infants under the age of 3 years, and/or Babes in Arms (under 1 year old) for which two cots and a Moses basket are provided. In the case of a 3-year old using a cot, the child must not exceed 15kg in weight as the cot is not designed to accommodate weights in excess of this. The number of guests at the property must not exceed this limit or the limit for which Accommodation costs have been paid. Admittance to the property may be refused or the Client may be asked to vacate the property immediately if this condition is not observed.

18.2. Party members are those detailed on the Booking Form completed by the Client. If the Client alters the party without prior request and/or if additional Clients are given unauthorised access to the property, then additional costs incurred will be deducted from the Cautionary Deposit. The Owner reserves the right to refuse admission to the property or to ask the Client to vacate the property with immediate effect if the Client fails to adhere to this condition.

18.3. Where an Alternative Group option rate has been paid ie for 2 or 4 people, the Client accepts that this is on the basis that a limited number of bedrooms will be used. For example, a Client paying a 'Sleeps Up to Two Guests' will pay a reduced rate reflecting that only one bedroom shall be used during the stay. Should a Client paying the reduced rate use extra

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bedrooms, the Client agrees that the full cost of the accommodation may become due and this additional cost will be deducted from the Cautionary Deposit. If the additional cost is greater than the Cautionary Deposit, the Client agrees to pay The Owner the balance due.

19. Additional Requirements

19.1 A Client requesting additional services such as additional cleaning, baby sitting, dog sitting etc., is advised to arrange these as far in advance as possible of the arrival date. Generally, a minimum of seven days prior to the arrival date is required to arrange additional services. Where sufficient notice is not given, then arrangement of additional services is dependent on availability and is not guaranteed. Requests for additional services should be addressed to The Owner.

19.2 **Supermarket Delivery:** Where you require a supermarket delivery on the day of your planned arrival please ensure you arrange a delivery time when you will be available to accept the delivery. The Owner cannot guarantee that the housekeeper will be available or have time to store perishable items on your behalf if a delivery is arranged before 4.00pm. The Owner takes no responsibility for items delivered to The Property if you are not in attendance to accept them.

20. Care of the Property

20.1. The Client is legally obliged to take all reasonable and proper care of the property including buildings, gardens, fixtures, fittings, furniture, pictures and other effects in or around the property and shall leave them in the same state of repair and condition at the end of the rental period as found at the beginning.

20.2. In the event of any damage to property or equipment during the stay, the Client is required to notify The Owner **and** report the damage in the Breakages and Damage Report Book provided by The Owner on the snug table.

20.3. The Client shall leave the property in a clean and tidy condition: this includes cleaning all cutlery and crockery and placing all rubbish in appropriate waste bins.

20.4. The Client agrees to respect their surroundings and not to disturb or otherwise annoy the occupants of neighbouring properties. The Owner reserves the right to enter the property to investigate concerns relating to the care of the property or to disturbances. The Owner is within their rights to request that Clients vacate the property with immediate effect if it is found to be in a neglected or damaged condition.

20.5. Failure of the Client to exercise reasonable care may result in deductions being made from the Cautionary Deposit.

20.6. On departure, if The Owner is dissatisfied with the condition of the property The Owner may refuse to take a booking from the Client again. If a Client is excluded from The Property for any reason, The Owner reserves the right to prevent the Client from booking any other property in their ownership again.

20.7 Left Items: Do ensure that you take all your belongings with you when you depart the property, as The Owner reserves the right to deduct any charges incurred in returning your property from your Cautionary Deposit.

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21. Inventory

Where an inventory has been provided for the rental property, the Client is requested to report any discrepancies to The Owner on arrival, otherwise the inventory will be deemed to be correct.

22. Digital Housebook

The Owner will provide you with a comprehensive Digital Housebook for your reference after the Balance and Cautionary Deposit payments have been received. The Housebook will contain all the information required to enjoy your stay together with recommendations for things to do and places to visit. In the interests of security, the Client agrees not to print or discuss the content of the Housebook with any party not included in the Booking Party. A printed copy of the Housebook is also provided at The Property on the Snug table.

23. Personal belongings

The Owner cannot accept any responsibility or liability for loss of or damage to any of the Client's personal items, belongings or vehicles, however caused. If The Owner is required to enter the property during a stay (E.g. to carry out maintenance or cleaning), the Client is advised to ensure that a member of their party is present; if this is not possible, the Client has the right to decline services at their discretion but no refunds shall be given for services not used.

24. Child-friendly

Where The Owner has provided a high chair, cot, fire guard, stair gate, toys and or other similar facilities, these are for use at the discretion of the Client and The Owner shall not be responsible for any damages or accidents that occur as a result of their usage. The Owner, defines babes-in-arms as an infant under the age of 12 months on the date that your booking starts and infants are defined as children under the age of 3 years on the date that your booking starts. The Owners requests that cots be used only for a child up to the age of 3 years to a maximum weight of 15kg at the time the booking commences.

25. Linen

Sun cream, fake tan, waterproof make-up and hair dye can all cause permanent damage to bedding, linen and towels. The Owner asks that the Client and group members take particular care when using these products. THE OWNER recommends that Clients planning to use such products during their stay bring their own spare linen/towels to prevent damage to items within the property. If damage / staining does occur and the items cannot be cleaned, a charge will be levied from the Cautionary Deposit to replace them.

26. Smoking

The Property is a designated non-smoking building. Clients failing to adhere to this condition may forfeit the Cautionary Deposit. An ashtray is provided in the designated smoking area within the small covered porch at the front of The Property.

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27. Dogs

Section 27. Dogs is pertinent to bringing dog(s) to The Cottage. These dog house-rules are no more than you would expect for a luxury 5-star GOLD awarded holiday cottage with a 100% Cleanliness record. The Cottage wouldn't stay a 'luxury' cottage for very long if these rules were not adhered to. Please follow these rules out of respect to The Owner, the Housekeepers and those guests who stay at The Cottage, after you, particularly those who are not dog owners. Thank you very much for your cooperation.

27.1. One or two well behaved and fully house trained dogs are permitted only (unless otherwise agreed) with prior consent of The Owner; an additional accommodation charge of £5 per dog per night will apply. Registered assistance dogs shall stay free of charge.

27.2. Dogs are to be kept under control at all times. The Client is responsible for any damage caused by dogs whether inside or outside the property. If extra cleaning is required as a result of a Client having dogs in the property, this may be deducted from the Cautionary Damage Deposit.

27.3. Dogs are not permitted on the beds at any time.

27.4 Dogs are not permitted on the furniture at any time unless throws are in place to protect the furniture. Throws are provided for this purpose.

27.5 The Owner cannot accept responsibility for dog safety. Clients agree not to leave dogs unsupervised or alone at the property at any time.

27.6. Dogs should be cleaned and fully dried off before being allowed to enter the property. Please bring your own dog towels for this purpose. A hosepipe, bucket and outside taps are available for your use.

27.7. Clients agree to bring their own dog bedding, food bowls and other dog paraphernalia to The Property as unless specified these items will not be available at The Property.

27.8. Clients shall dispose of dog faeces/excrement in a clean and sanitary manner.

28. Authority to Sign

28.1. The person who completes the Booking Form certifies that they:

28.1.1. Are 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, and binds them jointly and severally to these terms.

28.1.2. Are over eighteen years of age.

28.1.3. Agree to take responsibility for the party members occupying the property, and to notify The Owner if they are not a member of that party.

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29. Accommodation Reservation

When the Client, has made a payment and returned all paperwork as requested, the holiday accommodation is confirmed. Confirmation is the acceptance of the booking by The Owner under these Terms and Conditions. The Owner will send the Client, a confirmation email verifying the details of the accommodation that has been booked. This is the only confirmation that will be sent unless the Client decides to alter any details of the holiday booked (charges will apply), when an updated invoice will be issued.

30. Insurance requirements

Although not mandatory as part of the Terms and Conditions, The Owner strongly advises the purchase of holiday insurance. Cancellation due to most reasons genuinely beyond your control (except disinclination to travel or financial reasons) can usually be covered by a travel insurance policy. Clients should obtain insurance that at least includes holiday cancellation cover for the value of their booking for their own protection and peace of mind. Ideally the insurance policy will cover other eventualities such as travel and road conditions as The Owner shall not be liable for events outside our control that may prevent you accessing the property (See Events Beyond Our Control below). We also strongly recommend that any insurance policy covers losses due to personal liability claims because Clients are legally responsible for any damage that they cause during their stay.

31. Property Standards

The Property is marketed in an honest manner with photographs reflecting true images of the standard of facilities you can expect to enjoy staying whilst at The Property. Changes may occur during the period between the preparation of the description and your accommodation booking; therefore The Owner reserves the right to change any of the facilities or services advertised. In the event of a breakdown in water supply, oil or electricity; for infestation, or the breakdown of electrical facilities The Owner will do everything within their control to arrange for these problems to be solved. It is a requirement that any problems during your stay are reported immediately to the property Owner.

32. Property Maintenance Issues and Complaints

32.1. The Client must report any pre-existing damage noticed upon arrival to The Owner within 24 hours.

32.2. If any issues arise during the stay the Client must contact The Owner as soon as reasonably practicable for the issue to be investigated and, if required, to take any remedial action. If an issue is not reported and The Owner is denied an opportunity to investigate or rectify a problem during the holiday, then the Client will have waived all rights in the matter.

32.3. If the Client feels that their complaint has not been resolved satisfactorily on completion of the holiday, The Owner requests that the verbal complaint is followed-up by writing to The Owner within seven days of departure from the property.

32.4. It is the responsibility of The Owner and the Client to resolve any disputes arising between them, including those relating to retention of the Cautionary Deposit in whole or part. The contractual relationship is between the Client and the property Owner.

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33. Privacy Policy

33.1. Any personal information supplied to The Owner is used, held or stored in accordance with the Data Protection Act 1998.

33.2. The Owner shall only make information about you available to those involved in supplying your holiday; this includes The Property Owner's family and housekeepers. The Owner will never provide Client information to anyone else without first obtaining consent, unless we are obliged by law to disclose it.

33.3. Personal information provided by the Client in registering for a service will be used by The Owner in the provision of that service or to inform you about any other of our services that may be of interest. In any email communication that is not essential to the provision of the requested service The Owner will always provide the option to unsubscribe.

33.4. The Client agrees to not, under any circumstances, exploit for commercial purposes any photographic or moving images of The Property.

34. Intellectual Copyright

The copyright and all other rights on www.luxurycornwallholidaycottages.co.uk are owned by The Owner. Copying site content for any commercial or business use is strictly prohibited.

35. Liability

35.1. The Owner shall not be liable for any act, neglect or default on the part of any person not within the employ of The Owner or otherwise under their control, nor for any accident, damage, loss, injury, expense or inconvenience, whether to person or property, which the Client or any other person may suffer or incur arising out of, or in any way connected with the rental accommodation, unless it can be proved that The Owner is responsible. In addition, The Owner accepts no liability for loss of or damage to a Client's possessions on The Owner's property or land.

35.2. Nothing in these conditions excludes or limits the liability of The Owner: for death or personal injury caused by The Owner's negligence; or for any matter which it would be illegal for The Owner to exclude or attempt to exclude their liability.

35.3. We do not exclude or limit our liability for loss or damage sustained by Clients as a result of negligence by our employees, this cannot extend to actions/omissions by anyone over whom The Owners has no direct control.

35.4. The Owner shall not, except if caused by our negligence or breach of these Booking Conditions, be under any liability to the Client or third parties for any accident, damage, loss, injury, expense or inconvenience, which may be suffered, incurred or arise out of or in any way connected with the rental. No term of the Contract is enforceable under the Contracts (Rights of Third Parties) Act 1999 by a person who is not party to the Contract.

36. Exclusion of Liability for Suppliers Goods and Services

The Owner includes a number of suppliers on www.luxurycornwallholidaycottages.co.uk and can accept no liability for any goods or services provided by these suppliers. The Client should check that they agree to the suppliers' own terms and conditions before trading with them.

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37. Events Beyond Our Control

37.1 The Owner cannot accept any liability or pay any compensation where the performance or prompt performance of our contractual obligation is prevented or affected by circumstances or events outside our control.

37.2 An event outside our control is any event which The Owner could not, even with all due care and attention, avoid. Such events include without limitation fire, explosion, flood, storm or other adverse weather, earthquake, subsidence, epidemic or other natural disaster, strikes or industrial action by third parties, terrorist attack or threat of terrorist attack, war or threat of war, civil commotion, riot, invasion, or failure of public or private telecommunications networks, unforeseen local building or road-works, unavoidable technical problems with transport, closure or congestion of airports or ports, cancellations or changes of schedule by scheduled airlines and all similar circumstances including disinclination to travel.

38. Passports and Visas

It is the responsibility of the Client to ensure that all travel documentation is valid as airlines will not permit passengers to travel who do not have the correct documentation and who cannot comply with all regulation Health requirements: there are currently no vaccinations required for entry into the UK.

39. Breach of Contract

If any of the above conditions are breached by the Client or any member of their party, The Owner reserves the right to enter the property and request that the party leave the property with immediate effect.

40. Governing Law

This agreement is governed by English law with English Courts having exclusive jurisdiction.

Thank you for taking the time to read through the Terms and Conditions.