

# The Cottage, Trelash, North Cornwall PL15 8RL

## BOOKING TERMS AND CONDITIONS

With effect from 1<sup>st</sup> February 2021

*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.*

### IMPORTANT NOTES:

**Email Communication:** When using my online booking system to secure your holiday you will automatically receive a booking summary, by email, to the email address you provide on the booking form. NB: If you do not receive this please a) check you have provided a correct email address and b) check your spam/junk mail folder. Clients using email accounts provided by eg Hotmail (and others), sometimes find these emails get tangled up in their spam filter. IMPORTANT: If this happens to you please be sure to amend your junk mail settings to allow future email correspondence from me with regards to your booking. This is important because the booking form comprises part of the contractual agreement between us. However, I reserve the right to cancel or refuse any booking should I choose to do so without explanation.

### Travel Insurance to Cover Covid-19 (or variant of) Cancellations

I cannot stress strongly enough how important it is for you to purchase a travel insurance policy to cover events leading to cancellations, including Covid-19 (or variant of) before booking your holiday. Bookings that cannot legally go ahead due to Covid-19 (or variant of) Government imposed movement restrictions (lockdowns) will be given the opportunity to rebook a holiday in the future for dates within the same price band, or within a different price band with a recalculation and payment/refund of applicable costs. Cancellations due to Government lockdowns or guidance including Tiers, will be checked against the home address provided at the time of booking.

Other events leading to cancellation, including you (or a member of your party) falling ill with Covid-19 or because you (or a member of your party) are required to quarantine or self-isolate, making travel to The Property impossible, can now be covered by travel insurance policies thus mitigating your losses. Such policies are available, for instance, via comparison websites. I am not permitted to recommend, sell, promote, endorse, nor benefit financially from, or have any formal relationship with, any particular policy or providers. I can only inform you that providers such as [Coverwise](#), [Allianz](#), [Trailfinders](#) (among others) were providing Covid-19 cancellation cover as of 1<sup>st</sup> February 2021. You may also find it useful to research policies here: [Which?](#) Whichever policy you choose, it is your responsibility to check its terms provide appropriate cover.

**Before departing from your home:** Please check that all persons in your group are well before leaving home and where possible have a recent negative Covid-19 test result. No one should be self-isolating at The Cottage. With appropriate travel insurance in place, any losses should be covered by your travel insurance company.

**Symptoms arising during your stay:** If anyone becomes unwell during your stay, please book a test close to your home, inform The Owner and leave The Property (The Cottage) immediately.

### 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.

1.5 **The Contract:** The contract is for a short-term holiday rental between The Property (The Cottage) Owner and the person making the booking and all members of the holiday party (referred to as, you or your) in the following booking conditions.

1.6 The rental contract is not effective until we have received the booking deposit and a completed booking form confirming you have read and agreed to The Property Terms and Conditions. The contract will be subject to these booking conditions and must be complied with. The party leader must be at least 18 years of age at the time of booking and the booking form **must** list names and ages of all adults and children that make up your party. This is important for safety, insurance and Coronavirus Track & Trace purposes. The named booker is responsible for all payments and must ensure that accompanying guests receive a copy and abide by The Property Terms & Conditions. The named booker is responsible for forwarding to other members of their party any correspondence sent by us in relation to their booking.

1.6 UK law will govern the contract.

1.7 Sub-letting is not allowed

## 2. Making a Reservation

2.1. Bookings can be made by the Client using the website ([www.luxurycornwallholidaycottages.co.uk](http://www.luxurycornwallholidaycottages.co.uk)) online booking system and payment portal. At the point of making a booking, these Terms and Conditions (T&Cs) are made available to the Client to read and to which the Client shall be asked to confirm that the terms and conditions have been read.

2.2. If any booking 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 or full payment if the booking is made within 8-weeks of the holiday commencement date.

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 Deposit and any charges for additional services that might be due.

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 via the online booking system and payment portal, The Property will be reserved for the requested dates and you will automatically receive a booking summary, by email, to the email address you provide on the booking form. 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.

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

## 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 the online booking system and payment portal.

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 6 years. 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 (£300.00) 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.

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 Deposit is to be paid in full. 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 if applicable. 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 recommended 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. The Cautionary Deposit shall be refunded via the booking system and payment portal through which it was paid. A charge may apply where the Cautionary Deposit is credited to an international bank account.

## 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. All payments shall be made via the online payment portal; please allow sufficient time for monetary 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, only on request and by prior agreement. 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's 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 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 or email the The Owner as soon as possible. The Owner will, in any case, require written confirmation of cancellation (email is acceptable) within 12 hours of a 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.

**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.

**14.1.4.6. Cancellations due to Covid-19 (or variant of)**

It is strongly recommended that a Travel Insurance policy to cover cancellations, including Covid-19 cancellations is purchased before booking your holiday.

Bookings that cannot legally go ahead due to Covid-19 (or variant of) Government imposed movement restrictions (lockdowns) will be given the opportunity to rebook a holiday in the future for dates within the same price band, or within a different price band with a recalculation and payment/refund of applicable costs. Cancellations due to government lockdowns or guidance including Tiers, will be checked against the home address provided at the time of booking.

Other events leading to cancellation, including you (or a member of your party) falling ill with Covid-19 or because you (or a member of your party) are required to quarantine or self-isolate, making travel to The Property impossible, can now be covered by travel insurance policies thus mitigating your losses. Such policies are now available, for instance, via comparison websites. I am not permitted to recommend, sell, promote, endorse, nor benefit financially from, or have any formal relationship with, any particular policy or providers. I can only inform you that providers such as [Coverwise](#), [Allianz](#), [Trailfinders](#) (among others) were providing Covid-19 cancellation cover as of 1<sup>st</sup> February 2021: You may also find it useful to research policies here: [Which?](#) Whichever policy you choose, it is your responsibility to check its terms provide appropriate cover.

**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 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.

**14.2.3 Circumstances Beyond the Control of The Owner (Force Majeure)**

If for any reason your booking has to be cancelled in advance due to circumstances beyond our control for example fire, flood, exceptional weather conditions, epidemics/pandemics\*, destruction/damage to the property ("force majeure) you will be refunded the full amount of the booking. If we have to terminate your holiday early for the above reasons you will be refunded part of the accommodation costs based on the time remaining of the booking. This will be the full extent of the liability of the Owners. No additional compensation, expenses or costs will be payable.

\*In the event of an epidemic/pandemic we will follow Government policy strictly and inform you accordingly. We expect you to also comply with Government guidance including vacating the property and returning home from your holiday early should it be deemed necessary (see section 14.1.4.6).

## **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. The person making the booking must be aged 18-years or over.

## **18. Party Size and Members**

18.1. The maximum number of adult guests for which a rental can be booked at The Property is 2 (two) plus one or two infants under the age of 3 years, or babes in arms (under 1 year old) for which a cot and Ready Bed 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 adult guests at the property must not exceed this limit ie two (unless otherwise agreed with The Owner) 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.

Unless otherwise agreed with The Owner, the sleeping accommodation constitutes: the Master bedroom suite which comprises a bedroom (king size bed), ensuite bathroom and dressing room. Should a Client or member of the group use extra bedrooms or the second bathroom upstairs, the Client agrees that additional costs for the accommodation will 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.

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. If the additional cost is greater than the Cautionary Deposit, the Client agrees to pay The Owner the balance due. 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 agreed with The Owner and appropriate rental paid ie for 4 or 6 people, the Client accepts that this is on the basis that an appropriate number of bedrooms will be used. Should a Client or member of the group use more than the agreed bedrooms, the Client agrees that additional costs for the accommodation will 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 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 anyone will be available to accept a delivery on the Client's 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 **as soon as possible by telephone or email** 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 The Property 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.

## **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 (eg. 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.

## 27. Dogs

*Section 27. Dogs is pertinent to bringing dog(s) to The Cottage. These dog-house-rules are no more than one would expect to be able to maintain a lovely holiday cottage at a consistently high standard of accommodation. The Cottage wouldn't remain a high-quality 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 co-operation.*

27.1. One, two or three well behaved and fully house-trained dogs (over 12 months old) are permitted to stay at The Property for which 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 upstairs or on the beds at any time. Stair gates are in-situ to accommodate this requirement.

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.

## 30. Insurance requirements

The Owner **strongly advises the purchase of appropriate holiday travel insurance** for your protection and peace of mind. Cancellation due to most genuine reasons beyond your control (except disinclination to travel or financial reasons) can usually be covered by a travel insurance policy. Clients should obtain travel insurance that includes holiday cancellation cover for the value of their booking. Ideally the insurance policy will cover other eventualities such as pandemics, travel and road conditions as The Owner shall not be liable for events outside my 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 as Clients are legally responsible for any damage that they cause during their stay. Please see Section 14.1.4.6 for Covid-19 insurance information.



### **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.

### **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](http://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](http://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.

### **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, pandemics, 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 immediately.

### **40. Governing Law**

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

### **41. Accuracy of Details:**

The website is as accurate as possible but cannot be warranted, nor do the descriptions form any contract. Whilst every effort is made to ensure accuracy of property descriptions and images, the facilities and services may alter. We reserve the right to alter or improve any of the subjects without notice.

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