

COVERACK BAY COTTAGE BOOKING TERMS AND CONDITIONS

1. Definitions

The following definitions and rules of interpretation apply in these Conditions:

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

Booking Deposit: one-third of the Rental Fees, provided that the booking is submitted more than eight weeks before the first day of the Rental Period.

Customer(s): the customer(s) booking holiday accommodation.

Event Outside Control: any act or event beyond the Owner's reasonable control, including without limitation fire, explosion, storm, flood, earthquake, subsidence, epidemic/Pandemic or other natural disaster, or failure of public or private telecommunications networks.

Guest(s): the people that occupy the Property subject to these Conditions.

Inventory: the inventory of fixtures, furniture and effects at the Property, a copy of which may be kept at the Property.

Owner: the owner of the Property.

Property: the house (and garden, if any) identified in the Booking Confirmation together with the fixtures, furniture and effects which may be specified in the Inventory.

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

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

Website: www.coverackbaycottage.co.uk

1. Duration and times of rental

1.1 Rentals are for a maximum of four weeks and commence at 5.00pm on the first day of the Rental Period and end at 9.00am on the last day of the Rental Period, unless otherwise notified in writing by the Owner.

1.2 The Rental Period cannot be exceeded unless the Owner gives written approval. The Customer will be liable for any cost of whatever nature incurred because of an unauthorised extension.

2. Deposit

2.1 If a booking is made ten weeks or more before the first day of the Rental Period, a Booking Deposit is payable. The Booking Deposit shall be paid by the Customer at the time they submit the booking.

2.2 If a booking is made less than ten weeks before the first day of the Rental Period, the full Rental Fees, plus any additional charges, must be paid at the time of submitting the booking.

2.3 The Customer's submission of a booking is an offer to book the Property. If the Property is available on the requested dates, Coverack Bay Cottage will send the Customer a Booking Confirmation. At this point a

binding contract, incorporating these Conditions, will come into existence. Coverack Bay Cottage reserve the right to refuse a booking and if so, the Deposit, Rental Fees and any additional charges paid by the Customer will be refunded immediately.

2.4 The Owner reserves the right to charge a £150.00 Housekeeping/Security Bond payable with the balance payment of the rental fees. Upon check out of the property, the customer should leave the cottage as they found it, whereupon on the completion of the end of rental cleaning and inspection by the Owner, providing all is in order, this bond will be returned in the same way it was paid usually no later than 2 working days. If the owner makes a damage claim, they will notify you that there will be a deduction in this deposit and then return the remainder. If there is a delay incurred (ie for the Owner to await a quote) then they will notify you of this.

3. Final payment

3.1 Unless otherwise agreed by the Owner in writing, the Rental Fee shall be set out on the Website or by email correspondence at the time of submitting the booking.

3.2 Subject to clause 5, as soon as the Booking Confirmation is sent, the Customer is responsible for payment of the balance of the Rental Fees, along with any additional charges such as optional extras.

3.3 Payment of the Rental Fees and additional charges are due ten weeks before the first day of the Rental Period (the "Due Date") and non-payment by the Due Date may be treated as a cancellation.

3.4 If the balance of Rental Fees is not paid by the Customer on the Due Date, then the Customer will be deemed to have cancelled their booking and the Owner shall retain the Booking Deposit.

3.5 The Owner shall not be responsible for sending reminders of the Due Date. The Due Date will be set out on the Booking Confirmation.

4. Changing a booking

4.1 Once a Booking Confirmation has been sent, the booking can only be changed by cancelling the original booking in accordance with clause 5.

4.2 The Rental Period may not be changed by the Customer within two weeks of the first day of the Rental Period, any other date changes are subject to approval by the Owner and a £35 administration fee.

5. Cancellation

5.1 A booking can only be cancelled prior to the first day of the Rental Period.

5.2 A Customer who wishes to cancel the booking must notify the owner in writing ("Cancellation Notice").

5.3 In the event that a Cancellation Notice is received by the Owner, a cancellation charge is payable depending on the number of days before the first day of the Rental Period. The amount payable is set out below:

Number of days before Holiday start date that notification is received	Cancellation Charge (as a percentage of the rental cost of the Holiday):
0 - 28 days	100%
28- 42 days	75%
42 - 55 days	60%
56 days or more	Deposit

5.4 Coverack Bay Cottage strongly recommend that Customers take out cancellation insurance in relation to their booking.

6. Optional extras

If the Property has optional extras, they are listed on the Website and will be charged at the rates shown on the Website.

7. Price changes

7.1 The Owner reserves the right to amend prices on the Website due to errors or omissions, but such changes shall be notified to the Customer as soon as possible and the Customer shall be able to end the contract if the amended price is significantly higher than the original price quoted.

8. Method of payment

All payments made to the Owner should be made by Bank Transfer.

9. Overseas bookings

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

10. Eligibility

Coverack Bay Cottage is essentially providing family holidays and it is our policy not to accept bookings for hen or stag parties or from groups of people under the age of 18 years.

11. The holiday

The Guest has the right to occupy the property for a holiday only (within the meaning of Schedule 1, Paragraph 9 of the Housing Act 1988).

12. Customer obligations

The Customer agrees:

12.1. to pay for all additional utilities and fuel incurred during the Rental Period and not included in the Rental Fee;

12.2 to report to the Owner any damage, destruction, loss, defect or disrepair affecting the Property or items listed on the Inventory (if any) as soon as it comes to the attention of the Customer;

12.3 to pay for any losses or damages to the Property caused by a Guest in their party (excluding any damage caused by fair wear and tear). If it is proven that damage is directly attributable to the Customer or Guest then the owner has the right to reclaim any costs incurred up to the sum of £150.00 from the housekeeping bond the Customer deposited with the rental fees. If it necessitates an insurance claim by the Owner, the Customer may be contacted directly by the insurance underwriters to recover the cost of the claim. All damage or breakdowns must be reported immediately so issues can be put right before the arrival of the next guests;

12.4 to take good care of the Property and leave it in a clean and tidy condition at the end of the Rental Period. A cleaning service is not provided during the Rental Period unless otherwise confirmed in writing by

the Owner. If the Owner is dissatisfied with the condition of the Property upon the Customer's departure, they reserve the right to refuse to take a booking from that Customer in the future.

12.5 to permit the Owner reasonable access to the property at all times without notice;

12.6 not to part with possession of the property, or share it, except with Guests identified on the Booking Confirmation;

12.7 not to sell or transfer the booking to another party without the Owner's prior written consent;

12.8 not to exceed the total number of occupants stipulated on the Booking Confirmation. The Customer further agrees that a cot may only be occupied by a child aged 24 months or less at the start of the Rental Period;

12.9 not to smoke in any Property or cause an annoyance or become a nuisance to occupants of adjoining premises;

12.10 to only use the designated parking spaces allocated (if any). Unless otherwise stated, all parking spaces shall only accommodate an average-sized car. The Owner accepts no liability for additional costs incurred if an alternative space is required or if the Customer or Guest's vehicle is damaged; and

12.11 that notices (including notices in proceedings) must be served on the Owner at the following address:

c/o Coverack Bay Cottage Zoe Holmes
North Corner
Coverack
Helston
Cornwall
TR12 6TF

13. Non-availability of property

13.1 The Owner will not be liable or responsible for any failure to perform, or delay in performance of, any of their obligations in these Conditions that is caused by an Event Outside Control.

13.2 If an Event Outside Control takes place that affects the availability of the Property during the Rental Period, the Customer will be contacted as soon as reasonably possible and the Owner's obligations under these Conditions will be suspended and the time for performance will be extended for the duration of the Event Outside Control. Where the Event Outside Control results in the Property becoming unavailable during the Rental Period, the Customer may end the contract and all payments will be refunded.

13.3 The owner reserves the right to end the customer's holiday contract should the need to cancel the holiday occur or the need to sell the property arises. Notice will be given of at least 12 weeks prior to the commencement of the holiday and all monies paid will be returned.

14. Liability

14.1 Nothing in these Conditions excludes or limits the liability of the Owners for:

14.1.1 death or personal injury caused by the Owners' negligence; or

14.1.2 any matter which it would be illegal for the Owners to exclude or attempt to exclude their liability.

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

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

15. Property descriptions

15.1 Some of the information on the Website relates to shops, amenities and public houses in the surrounding area. Closure of such premises and other changes to external facilities are outside the Owner's control. If the Owner is aware of any material changes to the Website at the time of the Customer's booking, then they shall endeavor to inform the Customer of these changes. However, this information is provided for general information purposes and is not intended to amount to advice on which Customers and Guests should rely. Although the Owner makes reasonable efforts to ensure the information on the Website is up to date, they make no representations, warranties or guarantees, whether express or implied, that the content on the Website is accurate, complete or up to date.

15.2 Coverack Bay Cottage offers WiFi ; provision is subject to availability and network conditions. The Owner can accept no responsibility for Mobile phone coverage or reception.

16. Complaints

16.1 All complaints must be notified to the Owner as soon as reasonably practicable, as the Owner may be required to carry out an on-the-spot investigation of the Property in order to review any remedial action required. All Customers have a legal obligation to mitigate their loss.

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

16.3 The Owner cannot accept responsibility for any legislation relating to dogs not being permitted on beaches.

17. Pets

17.1 Pets are only permitted at the Property with the prior written consent of the Owner and are subject to any conditions imposed by the Owner. If pets are permitted, the Customer agrees that they shall be kept under control and exercised off the premises.

17.2 Pets are not permitted in the bedrooms or on the furniture in the Property and the Owner can not accept responsibility for their safety. Pets must not be left in the Property unsupervised as this can result in considerable damage to the Property and distress to the pet. You should remove all traces of pet occupation from inside and outside the property. If this is deemed not to have been the case, a deduction may be made from the housekeeping bond for additional cleaning time. A charge will be made for each pet.

18. Inventory

Where an Inventory is provided, any discrepancies are to be reported to the Owner within 24 hours of the start of the Rental Period, otherwise the Inventory will be deemed to be correct.

19. Bed linen and towels

Linen and towels are changed at the end of the Rental Period and a fresh set will be provided weekly during the Rental Period by prior arrangement.

20. VAT

The Owner is not registered for VAT.

21. Breach of contract

21.1 If there is a substantial breach of any of these Conditions by the Customer or any of their Guests, the Owner reserves the right to re-enter the Property and terminate (ie bring to an end) the contract that exists in relation to the Property and may recover possession of the Property.

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

21.3 Ending the contract by either the Owner or the Customer does not affect that party's other rights and remedies.

22. Personal Data

22.1 The Owner will use the personal information you provide:

22.1.1 to verify the identity of the Customer and Guests who will be occupying the Property; and

22.1.2 to contact the Customer and Guests by post/email with information about the Owner's Property.

22.2 The Owner may pass your information to other third party service providers (acting as the Owner's agent) for the purpose of supplying the Property to you.

22.3 The Owner may also obtain your personal information in the course of the sale, or negotiations for the sale, to you. The Owner may contact you by electronic means (email or text) with relevant information, offers etc. If you do not want the owner to use your data in this way, you can opt out at any time by contacting them.

22.4 The Owner may retain your information for the period necessary to fulfil the purposes for which it was first collected unless a longer retention period is required or permitted by law.

23. Authority to sign

The Customer who completes and submits the booking warrants that:

23.1 he or she is authorised to accept these Conditions on behalf of the Guests, including those substituted or added at a later date;

23.2 he or she is over eighteen years of age; and

23.3 he or she agrees to take responsibility for the Guests occupying the Property, and to notify the Owner if they are not a Guest.

24. Priority

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

25. Validity clause

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

26. Third Party Rights

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

27. Governing law and jurisdiction

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