

POLTOR COTTAGE TERMS AND CONDITIONS

The Parties

The parties to this Contract are: (a) "the Hirer": the person who makes the booking, being eighteen years of age or over and who shall assume responsibility for all party members and visitors; and (b) "the Owner": Mr & Ms Oliver, Poltor, Penpillick, Cornwall PL24 2RU

- **Agreement.** This Hire Agreement is made between the Hirer and the Owner. The letting is made on the basis that the property is used for a holiday only and no rights to remain in the property exist for the Hirer or any members of the Hirer's party.
- **Confirmation.** All bookings will be acknowledged by email with a booking summary and payment schedule.
- **Payment.** For bookings made more than 8 weeks before the letting period, a deposit of 25% of the total rental cost is required, in addition to a refundable security deposit of £150. If payment is not received within 7 days of booking, the Owner reserves the right to release the booking dates.
For bookings made within 8 weeks of the letting period, the full rental cost is payable in addition to a refundable security deposit of £150. If the full payment is not received within 7 weeks of the letting period, the Owner reserves the right to release the booking.
- **Security Deposit.** A refundable security deposit of £150 is required. This will be refunded normally within 2 weeks of guests' departure. All bookings are accepted on the condition that the property is left clean and tidy and in a state that is suitable for occupation for the following hirers. The Hirer shall reimburse the Owner for the cost of any breakages, damage to the property or its contents or for any missing items or additional cleaning. The damage deposit will be returned normally within two weeks of your departure. The Owner will notify you if retention has to be made due to any breach of the terms of these booking conditions or as otherwise provided for in these booking conditions. The property is checked by the Owner or the Owner's representative and damage to the equipment at the property or the property itself is fully chargeable to the Hirer. Liability is not limited to the security deposit.
- **Cancellation.** Once booked, if you notify the Owner, in writing, of the need to cancel, the Owner will endeavour to re-let the property for the rental period. If successful, a refund of any monies paid, less a £20 administration charge will be paid. If the property is re-let within 14 days of the booked hire period using the late availability discount, the Owner will refund the hire fee minus 10% in addition to the £20 administration charge. However, if the property fails to be re-let, you will be liable for the total rental payable for the dates booked (see Insurance).
- **Personal Belongings** are at the Hirer's risk and no responsibility can be accepted for loss of, or damage to, such items.

- **Insurance.** It is recommended that you take out holiday insurance to cover the cost of cancellation, damage to personal belongings or other losses. The Owner accepts no responsibility or liability for any injury sustained, loss or damage to any person or property brought on the property however caused.
- **Availability.** Every letting is made on the understanding that the property is available for the dates requested. In the unlikely event that the property becomes unavailable through events arising out of the control of the Owner, the Owner may have to cancel the booking. You will be advised of such circumstances as soon as possible and the Owner will refund all monies paid in full but you, the Hirer, will have no further claims against the Owner.
- **Smoking** is not permitted in any part of the property.
- **Pets.** Well trained dogs are accepted in Poltor Cottage on the condition that they are not allowed upstairs, in the downstairs bedroom or on the furniture downstairs, nor left unattended for long periods in the accommodation. Only two dogs are permitted at the cottage. The Hirer must use the stair gate provided or another suitable obstacle to prevent their pet from going upstairs. The Hirer must fully clean up behind any accidents that do occur in the cottage. If, on departure, it is found that pets have been allowed upstairs and/or on the furniture, the Owner reserves the right to invoice the Hirer for any additional cleaning charges incurred. The Owner's decision on this is final. Additional pets may be allowed at the Owner's discretion for an additional charge.
- **Occupancy.** The property may only be occupied by those persons named on the booking form. The Hirer shall not part with possession of the property or share it except with those named on the booking form.
- **Arrival/ Departure.** The letting of the property starts from 3.00 pm on the start date of your holiday and finishes at 10.00 am on the end date of your booking. These times must be strictly adhered to and in the event of failure to vacate the property by 10.00 am, the Owner reserves the right to charge the Hirer for any costs, damages or other liabilities incurred as a result.
- **Gas and Electricity, Heating and Water.** The rental is inclusive of these services.
- **Linen.** The property is supplied with bed linen; sheets, duvet covers and pillow cases, bath towels and tea towels. One set of bed linen is provided for each booking up to 7 nights, for bookings of 8 nights or more, a second set of linen is provided for the Hirer to use if they wish to change the bedding. Laundry of the first set is not required by the Hirer.
- **Lost keys.** The Hirer undertakes to take all reasonable and proper care of the key to the property for the duration of the stay. In the event of loss of the key, the Hirer shall inform the Owner immediately. A charge of £100 to cover replacements of locks will be payable in the event of lost keys.
- **Neighbours.** The Hirer and other members of the party must not cause any annoyance or become a nuisance to the occupants of neighbouring properties and must not make void or voidable any policy of insurance affecting the property.

- **Internet Use.** The property is usually provided with wireless internet access for reasonable and proper personal use by the Hirer only. The cost of such reasonable use is included within the rental. Nonetheless the Owner reserves the right for any excessive use or for any other costs or expenses charged to the Owner by its internet provider at the Owner's absolute discretion. At no time may the internet access provided be used for making telephone calls or for any other purpose not expressly authorised by the Owner. The Hirer shall be responsible for and shall indemnify the Owner for losses, demands, expenses, claims or other liabilities whatsoever suffered or incurred by the Owner in the event of any breach of this condition.
- **Access** The Owner or their representatives shall be allowed access to the property at any reasonable time during the holiday occupancy.
- **Events outside of the Property Owner's Control.** The Owner cannot accept liability for events that occur outside its control, such as domestic appliance breakdown, plumbing failure, power cuts and damage that arises from exceptional weather conditions, or other adverse events or circumstances whatsoever. The Owner reserves the right without prior notice to alter, remove or withdraw amenities or facilities either advertised or previously provided to the Hirer.
- **Breach of Conditions.** Breach of any of the conditions shall entitle the Owner to terminate this Hire Agreement (by notice in writing or otherwise) whereupon the Hirer shall immediately vacate the property giving vacant possession to the Owner. The Hirer shall indemnify the Owner against all damages, losses, costs and other liabilities incurred by the Owner arising as a result of any breach of these Booking Conditions.

The information and description given on the website is for guidance only.

Whilst every effort has been made to ensure accuracy, the Owner shall not be liable for any mis-description or incorrect information.