

Booking Terms & Conditions

1. General

Clients applying to hire the property are referred to as 'the Applicants' until such time as they take up residence when they are referred to as 'the Tenants'.

The contract is between 'the Owners' of the Property, and the Applicants or Tenants

2. Deposit

If a booking is made two calendar months or more before the tenancy is due to start, it must be accompanied by a deposit of one-third of the total cost of the holiday.

If a booking is made less than two calendar months before arrival, the full rent, plus any additional charges, must be paid at the time of booking. The Deposit is non-refundable. In the event of a booking not being accepted, all fees will be refunded immediately.

3. Final Payment

Once the booking is received and accepted, the Applicants are liable for payment of the balance of rent, plus any additional charges, two calendar months before the start of the tenancy. Non-payment by the due date may be treated as a cancellation. A reminder will not be sent the balance **Due Date** is on the Booking Confirmation.

If you cancel the accepted/confirmed Booking for any reason, you must notify us immediately, in writing to P O Box 706, Godalming, Surrey, GU7 9AY, and /or by replying to your original emailed Confirmation of your reservation.

4. Cancellation

- a. On Receipt of notice of a cancellation, Cornwall Dream Cottages will use its reasonable endeavours to seek to re-let the Selected Property for the Rental Period. If Cornwall Dream Cottages succeeds in re – letting the Selected Property for the whole Rental Period for the same Rental Fee as your Booking, it shall refund all sums received from You in respect of the Contract less an administrative charge of £23.50 per Booking.
- b. Cornwall Dream Cottages reserves the right to re-let the Property at a discount below the Rental Fee for your Contract or for a shorter period than your Rental Period in which case, Cornwall Dream Cottages shall refund an amount equal to the total sums received from You in respect of the Contract, less:
 - (1) the difference between the Rental Fee for your Contract and the rental fee received for the discounted or shortened rental period;
 - (2) an administrative charge of £23.50.
- c. If Cornwall Dream Cottages is unable to re-let the Selected Property at all, then all sums received from You in respect of the Contract shall be forfeited to Cornwall Dream Cottages.
- d. If Cornwall Dream Cottages is unable to re let the Selected Property for a sum equal to or exceeding the Rental Fee for

your Contract, You shall be liable to pay the balance of the Rental Fee to Cornwall Dream Cottages after the end date of the cancelled Rental Period.

- e. Cornwall Dream Cottages strongly recommends that You take out your own independent cancellation insurance.

5. Discounts

A discount of 5% may be allowed to Applicants who wish to re-book a property which they have rented during the previous eighteen months. Only one discount may be applied to a single booking.

6. Method of Payment

Payments may be made by cheque, BACS, postal order or cash. Cheques or postal orders should be made payable to 'N.J.Essex' and cash must always be sent by recorded delivery post.

Post-dated cheques are not acceptable.

7. Overseas Bookings

Overseas applicants may pay by Sterling cheque drawn on a UK bank or by BACS.

Any charges for payments from overseas clients will be passed on to the Applicants.

8. Eligibility

Bookings will not be accepted from:

- a. Groups of single persons under the age of 25.
- b. All male or all female parties comprising more than three people.

9. The Tenancy

The Tenancy confers upon the Tenants the right to occupy for a holiday within the meaning of Schedule 1, Paragraph 9 of the Housing Act 1988.

10. Tenants' Obligations

The Tenants agree:

- a. To pay for all gas, electricity, fuel and telephone charges incurred during a tenancy unless included in the rent.
- b. To pay for any losses or damages to the property, caused by the Tenant or a member of their party (reasonable wear & tear excluded) unless the cost of making good such loss or damage can be fully recovered under any householder's insurance policies maintained by the Owners.
- c. To take good care of the property and leave it in a clean and tidy condition at the end of the tenancy. A cleaning service is not provided during the tenancy unless otherwise specified.
- d. To permit the Owners reasonable access to the property.
- e. Not to part with possession of the property, or share it, except with members of the party shown on the Booking Form.

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- f. Not to sell or transfer the booking to another party without the Owners agreement.
- g. Not to exceed the total number of people stipulated in the property description under any circumstances and only those on the Booking Form may occupy the property.
- h. Not to cause an annoyance or become a nuisance to occupants of adjoining premises.

11. Smoking

All properties are NON SMOKING. Charges will be made if people are found to have smoked in the property.
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12. Duration and Times of Letting

Lettings are for a maximum of four weeks and commence at 3.00pm on the first day of the tenancy and end at 10.00 am on the day of departure unless otherwise notified.
The period booked cannot be exceeded unless the Owners give written approval.
The Tenants will be liable for any cost of whatsoever nature incurred because of an unauthorised extension.

13. Non-availability of Property

If for any reason beyond the Owners control the property is not available on the date booked (owing to fire damage for example), or the property is unsuitable for holiday letting, all rent and charges paid in advance by the Applicants will be refunded in full, but the Applicants shall have no further claim against the Owners.

14. Liability

The Owners do not accept liability for any accident, damage. Loss, injury, expense or inconvenience, whether to person or property, which the Tenants or any other person may suffer or incur arising out of, or in any way connected with the letting. In addition, the Owner accepts no liability for loss or damage to the Tenants' possessions on the Owners' property or land

15. Complaints

All complaints must be notified to the Owners **Immediately** so that an on-the-spot investigation can be made if necessary and remedial action taken if required. In no circumstances will compensation be made for complaints raised after the tenancy has ended when the Tenant has denied the Owners the opportunity of investigating the complaint and endeavouring to put matters right during the tenancy.

16. Linen / Towels

Linen and towels are NOT provided. Tenants should bring their own.

17. Inventory

Any discrepancies in the Inventory provided are to be reported to the Owners within 24 hrs. of arrival or the inventory will be deemed to be correct.

18. Pets

Pets are permitted with the prior consent of the Owners and where permitted are to be kept under control and exercised off the premises. Pets are not permitted in the bedrooms or on the furniture. The owners cannot 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. A weekly charge will be made for each pet. Please bear in mind that dogs are not permitted on many beaches during the months of April to October. No more than two pets are allowed.
Please include them on the Booking Form.

19. Visitors with Special Requirements

With regret we consider "Roseneath" unsuitable for visitors requiring wheelchair access.

We consider "Rosemerrin" is suitable for visitors requiring wheelchair access.

20. Breach of Contract

If there shall be a breach of any of these conditions by any of the Tenants, the Owners reserve the right to re-enter the property and terminate the tenancy.

21. Authority to Sign

The person who completes the Booking Form certifies that:

- a. He or she is 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;
- b. The signatory is over eighteen years of age and a member of the party intending to occupy the property and
- c. Agrees to take responsibility for the party occupying the property.
- d. Agrees that any costs incurred during their stay, such as damage caused, additional cleaning, disposal of rubbish left, can, at the Owners discretion, be deducted from the Security Deposit.