

# Terms and Conditions

## 1 Basic Terms

- 1.1 'The Property' means Cromwell House, Jubilee Close, Cubert, Cornwall
- 1.2 All letting periods are per week (Saturday to Saturday) for the house as equipped and described in our information/website unless otherwise specifically stated.
- 1.3 Breaks of less than seven days will be agreed at our discretion.
- 1.4 The usual time of take-over is 3pm (subject to unavoidable delays).
- 1.5 **You must leave the house by 10:30am on your day of departure.**
- 1.6 We reserve the right to correct errors in both advertised and confirmed prices and details. We will do so as soon as we become aware of the error.
- 1.7 **All cheques should be made payable to "Mrs S M Mills"**

## 2 Booking Confirmation

Our verbal or telephone agreement shall constitute an offer by ourselves and a contract shall come into existence if and when we issue an invoice and booking confirmation. The contract shall be deemed to have been made and will be subject to English Law under the exclusive jurisdiction of the English Courts. In all cases these Terms and Conditions shall form the basis of your contract with us.

## 3 Changes by You

Once a booking has been confirmed by us to you, should you require us to amend it or to re-invoice you for any reason (including for example accidental loss of the original invoice) then a fee of £20.00 may be charged at our discretion.

## 4 Booking Monies

5 a 25% deposit is payable ('the Deposit') on confirmation of booking within 7 days of receipt of our invoice, such sum to be deducted from the total payable for the period of your holiday.

## 6 Balance Monies

7 The balance is due and payable by the date printed on your Invoice (6 weeks before your holiday start date). For bookings made within 4 weeks of your holiday start date you must pay the full monies when you make your booking. The prices shown are cash prices only.

## 8 Damage Monies

- 8.1 In addition to the Deposit detailed in clause 3 we also require a cheque in the sum of £100.00 to cover any damage caused to the property during your stay. This includes any damage to the furnishings, interior or exterior of the property and any excessive soiling requiring substantial additional cleaning.
- 8.2 Please send this as a separate cheque with your balance monies.
- 8.3 Subject to the Property being left in a reasonable condition your cheque for £100.00 will be returned within 7 days of receipt of the keys.

## 9 Cancellation.

- 9.1 Telephone us **immediately** if you have to cancel your holiday. Your cancellation is effective from the date we receive your notification. Your cancellation will be acknowledged by us in writing. We will then endeavour to re-let for you.
- 9.2 If you cancel within 4 weeks of your holiday, you are still liable for the payment of your balance of hire money. We will endeavour to re-let your holiday. If we are able to do so before you pay your balance of hire money, you will lose your booking deposit only. If we are able to re-let after you have paid your balance of hire money, we will refund the whole or part of that money up to a maximum of the hire charges we receive on re-letting.

## 10 Minors.

We cannot accept bookings from anyone under 21 years of age.

## 11 Number in your party

It is a condition of your booking that the total number in your party shall not exceed the capacity of the house as advertised in our information.

## 12 Availability

- 12.1 Your booking is accepted on the understanding that the house will be available for your use on the agreed date. Very occasionally there may be circumstances which do not make this possible, for example those detailed in clause 14. In these circumstances, we have the right to cancel your booking and will provide a full refund. We regret we cannot pay any compensation or meet any expenses or costs you may incur as a result of any such cancellation or change.
- 12.2 We reserve the right to alter or withdraw amenities or facilities which have either been advertised or previously available without prior notice.
- 12.3 We reserve the right to refuse to hand over the property to any person(s) who in our reasonable opinion is not suitable to take charge of it. In such cases, all hire charges paid will be

refunded in full and the Contract shall be terminated and we will have no further liability

12.4 If, in our opinion any person(s) is not suitable to continue the holiday because of unreasonable behaviour, damage to property or danger or annoyance to others the Contract may be terminated. In this event, the owner will have no further liability. You will remain liable to pay the hire price and no refund shall be due.

## 13 Single-sex/Group/Bookings

We reserve the right not to accept bookings from groups or individuals we consider unsuitable for the accommodation, or who may, in our opinion, disturb others.

## 14 Force Majeure

We regret we cannot accept responsibility or pay any compensation where the performance or prompt performance of our contract with you is prevented or affected by reason of circumstances which amount to "force majeure". Circumstances amounting to "force majeure" include any event which we could not, even with all due care, foresee or avoid. Such circumstances include the destruction or damage of your Cottage (which cannot reasonably be remedied to a satisfactory standard before the start of your holiday); through fire, flood, explosion, storm or other weather damage, break-in, criminal damage or any similar event. Such circumstances also include riots or civil strife, industrial action, natural or nuclear disaster, adverse weather conditions, war or threat of war, actual or threatened terrorist activity and all similar situations beyond our control.

## 15 Linen and Towels

Duvets and pillows are provided however bed linen and towels are not provided. Bed linen can be provided at a charge of £10.00 per person per week

## 16 Pets

Unfortunately we do not allow pets in the house under any circumstance.

## 17 Smoking

Smoking is not permitted anywhere inside the house.

## 18 Your Vehicles

18.1 There is parking for two cars outside the house on the pebbled area. Any other vehicles can be parked on the estate road but must be done so in a manner considerate to other residents.

18.2 Your vehicles and their accessories and contents are left entirely at your risk. We will not be responsible for any loss from or damage to any vehicle from any cause whatsoever, other than the negligence of ourselves.

## 19 Fire

You must not in any circumstances alter or add to the house or do or allow anyone else to do anything that you might reasonably foresee would increase the risk of fire. This means for example that you must not light any form of candle or lamp that has a naked flame anywhere in the house.

## 20 Nuisance

You must not do or allow anyone else to do anything on the property that may be a nuisance to or cause damage or annoyance to the tenants or occupiers of any adjoining or nearby premises.

## 21 Fixtures and fittings

21.1 You must use furniture and effects as a reasonable tenant would and replace if necessary any items of the fixtures, furniture and effects which have been damaged or destroyed by the you or a your guest.

21.2 Do not remove any fixtures, furniture or effects from the property and leave all furniture and effects where they were at the beginning of your stay

## 22 Damage to Accommodation

You will be liable for any damage caused in the accommodation during the period of your stay. We have the right to enter the accommodation (without prior notice if this is not practical or possible), if special circumstances or emergencies arise (for example, if repairs need to be carried out).

## 23 Liability

We cannot accept liability for any damage, expense, injury, death, or loss of any nature whatsoever suffered by any person(s) from any cause whatsoever other than the proven negligence of ourselves or our employees. This clause does not attempt to exclude negligence or breach of statutory duty.

## 24 Any Shortcomings

You must notify us immediately of any shortcomings with the house, so that remedial action, if appropriate, can be taken. We cannot accept any liability in relation to any shortcomings or claims of whatever nature if you fail to notify us of any complaint or claim during your holiday and confirm this in writing to us within 7 days of the last day of your holiday.

*Thank you for reading these terms and conditions. We hope you enjoy your stay.*