



Terms and Conditions can make for dry and sometimes boring reading, but it is important that you read them so that you are aware of your obligations and understand the contractual relationship between you and the Owner of the property.

## Your Contract with the Owner

All the properties are inspected by our property department before joining our portfolio and are then subject to continuous monitoring via our questionnaires and occasional re-inspections. However, even with this careful monitoring there will always be variations in quality.

1.1 Bookings are accepted by Cornish Traditional Cottages (CTC) on behalf of Owners (the person or persons in a contractual relationship with CTC for the purpose of marketing and managing the administrative process of letting their property for holidays) in accordance with the following Booking Conditions ("the Booking Conditions").

1.2 Cornish Traditional Cottages (CTC) acts entirely as a Booking Agent for the Owners of all the properties offered and contracts accepted by CTC shall be between the Person making the Booking (The Guest) and the Owner of the property for whom the booking is made (The Owner), whose name is shown on CTC's official booking confirmation ("Confirmation Form").

1.3 The Guest certifies that he or she is over 18 years of age and is authorised to agree to the Booking Conditions on behalf of all persons who will occupy the property during the period for which he or she has booked it and that they are all, apart from infants, aware of the Booking Conditions.

1.4 No booking will be accepted by CTC unless The Guest has indicated they have read and understood the Booking Conditions and the Booking accepted by CTC on behalf of the Owner by way of receipt of the Confirmation Form and payment of a deposit. A booking is not confirmed until The Guest receives a Confirmation response.

1.5 All Contracts will be deemed to have been made in Cornwall and are in accordance with and subject to English Law.

1.6 Extras are charged by certain Owners as indicated in the descriptions of the properties concerned. When booking these properties the Guest accepts the Owner's right to charge these extras either directly or through CTC as specified in the details.

1.7 In the event a court finds that a condition in these Booking Conditions is illegal or void, the illegal or void condition will be removed from the Booking Conditions. The remaining Booking Conditions will continue to be valid and have full force and effect.

## Cancellation

2.1 A booking can only be cancelled prior to the start of the holiday.

2.1.1 In the event of Guests not being able to take up their holiday they must notify CTC in writing within 3 days of the occurrence of the cause or event which is to be the basis of cancellation.

2.1.2 On receipt of the written notice to cancel the holiday CTC will process the cancellation.

2.1.3 A cancellation fee is payable depending on the number of days before the first day of the Holiday Period. The amount payable is set out below:

Number of days before the first day of the Holiday Period	Cancellation Charge (as a percentage of the cost of the holiday)
0 - 14 days	100%
15 - 28 days	75%
29 - 56 days	50%
57 days or more	Deposit

2.1.4 CTC strongly recommend that Customers take out cancellation insurance to ensure you are adequately protected for your holiday.

2.1.5 If you have booked through an affiliate then you are bound by the cancellation terms of that affiliate site.

## Deposit Payments

3.1 A deposit of 25% of the cost of the holiday ("Deposit") must accompany the booking request plus £28.00 (including VAT) Booking Fee. The Booking Fee is a compulsory part of the holiday contract and is non-refundable. For bookings made less than 8 weeks before arrival the total amount is payable plus extras (if applicable) and the booking fee. Bookings originating from our website partners [affiliates] may incur extra charges.

3.2 If you have booked through an affiliate full payment is required.

## Final Payment

4.1 Final Payments set out in the Booking Form are due eight (8) weeks before a holiday commences and this is shown as the due date on the Confirmation Form. If the final amount is not paid on the due date CTC will then advise the Guest by email (if applicable) or by post to the address given by the Guest on the Booking Form that his or her booking is cancelled and his or her initial payment is forfeit.

4.2 If you have booked through an affiliate full payment is required.

## Booking Transfers

5.1 Once a booking has been accepted by CTC the booking can only be changed to another property by treating the original booking as a cancellation (see clause 2). If the booking transfer request is for alternate dates for the same property or for a property controlled by the same owner, the dates of the holiday may be changed subject to the owner's approval. If your booking is amended under these circumstances your original booking is NOT treated as a cancellation. In this case a rebooking administration fee of £50 (inc Vat) is payable to Cornish Traditional Cottages.

## VAT

6.1 Many of the Owners of properties on the CTC website/in the brochure are not registered for VAT, in which case no tax is payable. Where VAT is payable the tax is included in the weekly rent. Any increase in VAT will be borne by the Guest.

## Pets

7.1 Any Guest who takes a pet into the property without permission or a pet that is deemed to be greater in size than that stipulated in the property description without notifying CTC in writing or on the Booking Form is in Breach of Contract and the Owner of the property has the right to terminate his or her booking forthwith and to retain all monies paid by the Guest. If your pet is not a dog you must contact the office prior to booking to discuss your situation. Owner approval is required prior to booking. The Guest agrees to have read the Pet Policy and will receive a copy of our Pet Policy with their Balance confirmation which must be adhered to.

## Occupying the Property

8.1 Properties are available from 4.30pm on the "holiday start" day until 10.30am on the "holiday finish" day as shown on CTC's Confirmation Form unless otherwise stated in the description. These times must be strictly adhered to except by special arrangement with the Owner or his or her key holder, whose address is shown on the Essential Information Sheet sent with CTC's Balance Confirmation. No member of CTC's staff may agree to such a change. The guest will be liable for any cost of whatever nature incurred because of an unauthorised extension.

8.2 The licence from the Owner shall permit you and the members of your party as named on the booking form only to occupy the property. The brochure/website description of each property clearly indicates the maximum number of guests who may occupy it and the surrounding grounds.

8.3 For the avoidance of doubt you may invite friends over to visit but the number of people in the property must at no time exceed the amount of people we have stated the property 'sleeps' in the brochure or on the website, unless you have the Owner's prior consent. No-one other than those on the Booking Form may sleep at the property. You may not sub-let the property.

8.4 The Guest will agree to act responsibly whilst occupying the property and behave in such a manner that does not cause annoyance to occupants of neighboring properties.

8.5 The guest will agree to not smoke inside the property including the use of E-cigarettes and vape machines and will agree to have read the smoking

policy and will receive a copy of our Smoking Policy with their Balance confirmation which must be adhered to.

**8.6** The guest agrees to act responsibly where a property has a hot tub or swimming pool and agrees to the hot tub / pool policy.

**8.7** Failure to adhere to these rules is a breach of contract and the Owner of the property has the right to terminate the booking without delay and all monies paid by the Guest will be forfeit.

**8.8** The Owner and Cornish Traditional Cottages reserves the right to enter the property at any reasonable time provided reasonable notice is given to you.

**8.9** The Guest agrees to take care of the property and its contents and will report any missing, lost, chipped or damaged items to the owner or their Housekeeper immediately and agrees to replace or pay for any missing, lost, chipped or damaged items (fair wear and tear excluded). If it is proven that damage is directly attributable to the Guest then CTC, on behalf of the owner, has the right to reclaim any costs incurred up to the sum of £150 from the card the Guest used to pay for the Holiday.

**8.10** The Guest agrees to leave the property in a clean and tidy condition and return the key to the person or place from which it was obtained and will pay for any additional cleaning if they fail to do so.

**8.11** CTC reserve the right to make an administrative charge of £50 (inc Vat) to the visitor in the event CTC are required to administer a claim by the owner for extra cleaning, damages or such like caused by the visitor.

**8.12** Mobile phone, 3G & 4G connection can vary considerably throughout Cornwall. If you are concerned about mobile phone, 3G & 4G coverage please ensure you check with your provider before booking your cottage as coverage cannot be guaranteed.

**8.13** Where a property is advertised as having internet access or broadband, provision of the service is for normal usage and speed cannot be guaranteed. Normal usage does not include the streaming or downloading of music or video content or the equivalent. The guest will agree to have read the Wi-Fi policy and will receive a copy of our Wi-Fi with their Balance confirmation which must be adhered to

**8.14** From time to time building work is unavoidable, noisy and can cause disruption, the Owner nor CTC can provide guarantees that such works will not happen to neighbouring or buildings in the area during your holiday and cannot be liable for any disturbance such building work causes.

## Complaints

**9.1** In spite of the care and precautions taken it is possible that Guests could have grounds for complaint about the property they have chosen. Any complaint must be taken up immediately in full with the Owner or their representative, as indicated in the Essential Information you receive with your Balance Confirmation.

**9.2** CTC is not party to the Contract between the Owner and the Guest and performs its functions entirely as a Booking Agent. We do not accept any liability for the failure of the Owner or their representative to keep the property and its contents in good condition. However, if the Guest, having contacted the Owner or their representative, is still not satisfied, they should contact CTC as soon as reasonably practicable.

**9.3** If the Owners or their representatives (in the first instance), or CTC are denied the opportunity to investigate the complaint within a reasonable time or denied the opportunity to put matters right during the Holiday, then the guest will waive all rights to compensation. Guests have a legal obligation to mitigate their loss.

**9.4:** In the event that disputes cannot be resolved CTC reserves the right to withdraw its services and refer the matter to an independent arbitrator arranged through the Holiday Home Association (HHA) whose costs shall be shared between Owner and Guest.

## Electricity and Heating

**10.1** Central heating is not installed except where clearly indicated. All electricity is supplied through pre-payment meters, meter reading or alternatively included in the rental if stated in the brochure/website. All Owners undertake to supply electricity at the price charged by their suppliers and gas is supplied on a similar basis.

## Descriptions

**11.1** Whilst representations both verbal and visual contained in the CTC brochure or on the CTC website and in other advertising matter are made in good faith and carefully scrutinised and agreed with the Owners, neither they nor any oral representations made by any employee of CTC form part of the Contract. No warranty or representation is given as to the state of any property. The colours shown on photographs may not be accurate. This may be due to technical print reason, changes of decor or furnishings or fabrics, or seasonal variations.

**11.2** It is the responsibility of the customer to read the property description thoroughly prior to booking. CTC accepts payment for a booking on the understanding that the description has been read and clearly understood. CTC, with the property owner, make every effort to describe the property accurately, but should there be any area of doubt it must be clarified with CTC and prior to payment for a booking.

## Modification of Booking Conditions

**12.1** No Owner or member of the staff or servant of CTC has the right to modify CTC's Booking Form or "Booking Conditions" or to make any representation or undertake any liability on behalf of CTC except an authorised representative of CTC (Managing Director) and then only in writing.

## Previous Versions

**13.1** The CTC website and these Booking Conditions replace and supersede all previous versions of the website and Booking Conditions.

## Non-Availability

**14.1** If the property should not be available owing to damage by fire or storm or for any reason outside the control of the Owner or CTC or for any reason the Owner is not able to comply with this agreement the Owner shall refund to the Guest through CTC the full amount of the monies paid to CTC and the Owners and CTC's liability is limited to the refunding of such monies.

## Liability

**15.1** The use of the amenities provided by the Owners such as swimming pools, swings, rowing boats, etc., is entirely at users risk and no responsibility can be accepted for any injuries to persons or loss or damage to any belongings of persons who use them save as provided in paragraph 15.2 below.

**15.2** Except in respect of death or personal injury caused by the negligence of CTC or the Owner and their respective servants and save to the extent provided in clause 15.1 neither CTC nor the Owner, will be liable for any accident, damage, direct or consequential loss, injury, expense or inconvenience whether to person or property which the Guest or any other person may suffer arising out of, or in any way connected with the letting howsoever caused.

## Personal Information

**16.1** Personal Information you supply to Cornish Traditional Cottages is only made available to those involved with facilitation of your holiday including our Booking Office staff and the Owner or their representative of your chosen property. Our suppliers may also have access to personal information needed to perform their functions, but may not use it for other purposes. Your information will never be supplied to anyone else without your consent unless we are obliged by law.

## Pricing

**17.1** Prices are per week during the period defined. Every effort is made to ensure the advertised price is accurate. However, in the event a price displayed elsewhere differs from the price on this website, the price displayed on this website will prevail.

## Payment

**18.1** Guests may pay by:

**18.1.1** Debit or Credit Cards

**18.1.2** Cheque issued by UK bank made payable to Cornish Traditional Cottages in Pound Sterling

- 18.1.3** Bank Transfer - please contact the office for details
- 18.1.3.1** TransferWise for overseas guests - please contact the office for details
- 18.1.3.2** FOR OVERSEAS GUESTS PLEASE ENSURE YOU PAY ALL SENDING AND RECEIVING COSTS

#### **Declaration**

"I Declare that I am over 18 years of age and agree that this booking is made in accordance with the Booking Conditions and the terms of the Booking Form". I agree to be held responsible for the balance of the total rental and charges hereon payable in accordance with the Booking Conditions. I undertake to take care of the property which I am renting and will replace or pay for any articles damaged, chipped or lost by me or my party. I will leave the property in a clean and tidy condition and will pay for any additional cleaning if I fail to do so, and will return the key to the person and/or place from which I obtained it. I understand that acceptance of this booking constitutes a contract between the Party Leader and The Owner of the property and that Cornish Traditional Cottages are not a party to the contract.'

Please phone the office on 01208 895 354 if you would like a larger printed version of these Booking Conditions.