

Please phone Cornish Traditional Cottages to check availability and place a provisional hold before completing this form.  
Telephone bookings will be held for three working days.

## 1. WHICH PROPERTY WOULD YOU LIKE TO BOOK?

Please complete in **BLOCK** capitals

|                        |  |                |                  |          |
|------------------------|--|----------------|------------------|----------|
| Property Name          |  | No of Nights   |                  |          |
| Property Code          |  | Arrival Date   | After 4.30pm* on | / / 2019 |
| Booking Ref (if known) |  | Departure Date | By 10.30am* on   | / / 2019 |

\*unless otherwise stated. Please refer to website or call office

## 2. NAMES AND AGES OF PARTY (For children under 3 years please state age in months at date of holiday)

| Name | Age | Name | Age |
|------|-----|------|-----|
| 1.   |     | 6.   |     |
| 2.   |     | 7.   |     |
| 3.   |     | 8.   |     |
| 4.   |     | 9.   |     |
| 5.   |     | 10.  |     |

## 3. HOLIDAY COST CALCULATION

(tick if required, where appropriate)

|   |                   |
|---|-------------------|
| Rent (Weekly rate x number of weeks)                                    | £                 |
| <b>Add: Optional Extras</b>   |                   |
| - Cot (up to 24 mths only, Linen not included) <input type="checkbox"/> | Free if available |
| - Highchair <input type="checkbox"/>                                    |                   |
| - Dogs* (at £24 per pet per week)                                       | £                 |
| - Dog 1 Breed   |                   |
| - Dog 2 Breed   |                   |
| - Other (Please indicate)   | £                 |
| <b>Total Payable (before discounts)</b>                                 | <b>£</b>          |

|   |     |
|---|-----|
| <b>Less: Discounts (if applicable)</b>  |     |
| - 5% Loyalty Discount** (where applicable)  | - £ |
| - Under Occupancy Discount (where applicable and as agreed with the booking office) | - £ |
| - Other   | - £ |

|                      |          |
|----------------------|----------|
| Booking Fee          | + £28.00 |
| <b>Total Payable</b> | <b>£</b> |

\*If your pet is not a dog please contact the office.

\*\*To qualify for a Loyalty Discount you must have taken a holiday through CTC in 2017 or 2018 and the property must be part of the Loyalty Discount scheme.

## 4. PAYMENT DUE NOW (Send a deposit if booking more than eight weeks in advance otherwise send full payment)

|   |    |   |
|---|----|---|
| 25% deposit of Total Payable  | OR | £ |
| Full Payment (required if less than 8 weeks from start date of holiday) |    | £ |

## 5. I WISH TO PAY BY:

|  |                          |
|--|--------------------------|
| Cheque (Cheques payable to "Cornish Traditional Cottages") | <input type="checkbox"/> |
| Card †   | <input type="checkbox"/> |
| Bank Transfer (Refer to Terms & Conditions for details)    | <input type="checkbox"/> |

†Please enter your card details in the section provided at the bottom of this page

## 6. HAVE YOU BOOKED THROUGH US BEFORE?

Yes  No

if "No":

## HOW DID YOU HEAR ABOUT CORNISH TRADITIONAL COTTAGES?

e.g. recommendation, newspaper or magazine advertisement (where?), internet, other - please specify

## 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."

## DETAILS OF PARTY LEADER

|           |               |         |           |
|-----------|---------------|---------|-----------|
| Title     | Initials      | Surname | Signature |
| Address   |               |         | Date      |
| Postcode  |               |         | Email     |
| Tel (day) | Tel (evening) |         | Mobile    |

**PAYMENT BY CARD:** I authorise Cornish Traditional Cottages to charge my Mastercard Credit / Mastercard Debit / Visa Credit / Visa Debit / Maestro / Electron (please circle one), the amount shown in Section 4.

Card No:

Start Date:  /  Expiry Date:  /  Security Code:  Issue No:

Cardholders Signature

Cardholder's Name and Address (if different from Party Leader)

|         |          |  |  |
|---------|----------|--|--|
| Name *  |          |  |  |
| Address |          |  |  |
|         | Postcode |  |  |
| Tel     |          |  |  |
| Email   |          |  |  |

\*Exactly as it appears on card



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 canceled prior to the start of the holiday.

**2.1.1** In the event of Guests not being able to take up a holiday due to certain defined causes and also subject to the conditions detailed below, all monies already paid by the Guest less an administration fee (refer to 2.1.5) will be returned and further payments, charges or claims normally made by CTC or the Owner will be completely waived. The Booking Fee is non-refundable.

**2.1.2** In the event of Guests having to curtail their holiday due to the defined causes and the conditions detailed below, all monies already paid by the Guest, less an administration fee (refer to 2.1.5), for that part of the holiday unused shall be reimbursed. In the event of a claim following curtailment, further payments, charges or claims normally made by CTC or the Owner will not be covered. All persons named on the list supplied by the Guest on the Booking Form and accepted by CTC shall be covered under this arrangement. All claims which must always be confirmed in writing must be supported by documentary evidence which is satisfactory to CTC. ANY GUEST SEEKING TO MAKE A CLAIM MUST ADVISE THE COMPANY IN WRITING WITHIN THREE (3) DAYS OF THE OCCURRENCE OF THE CAUSE OR EVENT WHICH IS TO BE THE BASIS OF HIS OR HER CLAIM. NO CLAIM WILL BE VALID IF THE GUEST OR ANY OF HIS OR HER PARTY OCCUPIES OR CONTINUES TO OCCUPY THE PROPERTY.

**2.1.3** Defined Causes:

**2.1.3.1** Accidental bodily injury to, or illness or quarantine or death of any eligible person, their close relatives or immediate business associates,

provided that the cause was not due to pregnancy or the named person was not aware of suffering from the contributory illness at the time of booking. Close relative is defined as wife, husband, parent, parent-in-law, child, brother or sister.

**2.1.3.2** The unemployment of any of the eligible persons over the age of 18 years, who was in permanent full time employment when the Booking Form was signed.

**2.1.3.3** Any of the eligible persons being required for Jury Service or being called as a witness during the period covered by the Booking Form.

**2.1.3.4** Cancellation of leave by HM Police and HM Forces and emergency posting by HM Forces excepting that either are as a consequence of War.

**2.1.4** All cancellations which are not covered under this arrangement must also be sent to CTC in writing. Any Guest seeking to make a claim must advise the company in writing within three (3) days of the occurrence of the cause or event which is to be the basis of his or her claim. The Guest still remains liable for the final payment on the due date as indicated by CTC's Confirmation Form and failure to make such payment in full at the time will be treated as a Breach of Contract. On receiving the cancellation CTC will offer the holiday again at a price which in its experience is most likely to result in the holiday period being re-let. If this is achieved the Guest will be refunded with all the monies he or she has paid less a cancellation fee (refer to 2.1.5) and any losses incurred in re-letting the property including loss of rental.

**2.1.5** Administration fee of £50 (inc Vat) applies to all cancellations and transfers.

## Deposit Payments

**3.1** A deposit of 25% of the cost of the holiday ("Deposit") must accompany the booking request plus £24.00 (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.

## Final Payment

**4.1** Final Payments set out in the Booking Form are due six (6) 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) and 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 and that he or she remains liable for the full amount of the final payment. CTC will offer the holiday once more at whatever price it feels appropriate. In the event of a re-let repayment shall be paid to the Guest after deduction of any difference in the rental received on re-letting together with any reasonable administrative or professional costs incurred in connection with such re-letting.

## 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 (refer to 2.1.5) 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 will receive 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 agrees to act responsibly whilst occupying the property. This includes not smoking in a non-smoking property and behaving in such a manner that does not cause annoyance to occupants of neighbouring properties.

**8.5** 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.

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

**8.7** 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.

**8.8** 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.

**8.9** CTC reserve the right to make an administrative charge (refer clause 2.1.5) 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.

**8.10** 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.

**8.11** 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 receive our Wifi Policy with their Balance Confirmation which must be adhered to.

**8.12** 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 refer the matter to an independent arbitrator arranged through the Holiday Home Association (HHA).

### 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.