



# PORTSCATHO HOLIDAYS

## Terms and Booking Conditions 2019

### 1 Contract Hire

The Contract of Hire will be between the owner (the Owner) of the property and you the customer (Visitor). Portscatho Holidays (the Company) act as agents only for the Owners and are not principals.

### 2 Agreement

2.1 When a booking is submitted via our online reservation system an automatically generated booking summary will be sent by email to the email address provided in the booking form. This does not form a contract. A contract shall only arise when your booking is subsequently confirmed in writing via a letter of confirmation sent by post or email.

2.2 These Terms and Booking Conditions are printed in the brochure and are issued with the Confirmation Invoice. The making of a booking (unless cancelled within seven days of receipt of the Confirmation Invoice) will form an agreement on these Terms and Conditions (the 'Agreement') between the Visitor and the Company for the holiday rental of the cottage shown in the Confirmation Invoice or as otherwise agreed in writing by The Company and the Visitor (the 'Accommodation').

2.3 The Owner permits the Visitor to occupy the Accommodation for the period shown in the Confirmation Invoice ("Holiday Period") together with the use of the furniture, fixtures and effects. It excludes any rights of tenancy.

2.4 The Visitor (the lead guest on the booking) will be responsible for all payments and for any damage whether caused by the Visitor (the lead guest) or his or her party. References to 'party' in these Terms and Conditions will include the Visitor's family, servants, agents or guests who must be shown on the booking. The Visitor (the lead guest) agrees to make his or her party aware of these terms and conditions.

2.5 The Confirmation Invoice will show the holiday price at the time of booking. The holiday price is subject to change in the event that the price is increased during a pricing review of properties (which will take place in Autumn each year to take effect in the relevant following calendar year). In the event of a change in the holiday price the Visitor will be informed in writing as soon as possible. The Company will then ask the Visitor to confirm whether they wish to confirm the agreed new price or confirm that they no longer wish to continue with the booking. Should the Visitor choose not to continue they shall be entitled to a full refund. If the Company has not heard back from the Visitor within 4 weeks it shall notify them again and if it has still not received confirmation within a further 4 weeks it shall have the right to terminate the booking. In such circumstances, The Company will only be liable for the return of the deposit. It is important in order for the Company to correspond with the Visitor that the Visitor keeps Portscatho Holidays notified of any changes in their contact details by writing to Portscatho Holidays, 4 The Quay, St Mawes, Truro, Cornwall, TR2 5DG

### 3 Security Deposit

A security deposit of between £150 and £500 is required with your balance of hire. This will be pre-authorised, but not deducted against your debit or credit card or taken in the form of a cheque payment and will be held for up to 28 days after your departure from your holiday accommodation. We will claim against the security deposit for the repair or replacement of any breakages, losses or damage to the property or contents (fair wear and tear excepted as we do understand that sometimes minor accidents do happen). If you have any breakages, please let us know as soon as possible so that we can make any necessary replacements for the benefit of subsequent guests. Please note that damages and losses are not limited to the security deposit and any costs in excess of this amount will be invoiced and payable in full without delay. The security deposit will also be used to cover any additional costs of cleaning if the property is left dirty or if vacated later than the stated time on the day of departure. Where the out of hours service is used as a result of a guest(s) losing the keys to the property or through locking keys inside the property then a charge for this service and for the cost of any replacement keys will be levied.

For bookings that are for 21 days or longer the security deposit will be deducted prior to the commencement of the booking. When payments are made by card the security deposit will be deducted within seven days prior to commencement of the booking. Payments that are made by bank transfer or cheque will be required when the balance of the rental is due. This payment will be refunded without interest after the booking is complete, less any deductions, should damage occur.

#### **4 Deposit**

For bookings made 6 weeks or more in advance, the booking for a holiday will become firm when a deposit of at least 33% of the holiday price (rounding up to the nearest pound sterling) has been received by the Company. Up to that time it will be a provisional booking, and provisional bookings are normally held for a maximum of 7 working days. A booking fee of £24.00 is charged when the deposit is paid.

For bookings made for a holiday less than 6 weeks away, full payment will be required at time of booking.

#### **5 Payment**

All payments can only be accepted in Pounds Sterling. Payments are accepted by UK or overseas issued Visa, or Mastercard, debit or credit card, American Express credit card, by BACS or bill payment online, or by a UK issued cheque.

#### **6 Final Payment**

The full balance of the total holiday cost (including any increase following a revision of prices in accordance with clause 2.4) will be payable not later than 6 weeks before the holiday begins. If the full balance is not paid on time the Company shall notify the Visitor of this breach and the Visitor will have 30 days to remedy the breach. If the breach is still not remedied, the Company reserves the right to cancel the holiday booking, in which case it shall be entitled to damages and any other costs that it suffers under general principles of English contract law. If the sum is less than or equal to the deposit the Company shall retain the sum owing to it and return any balance as applicable.

#### **7 Cancellation**

Cancellation within 6 weeks of your holiday will forfeit the full hire amount paid (or due) unless the property can be re-let. In which case, a deduction equal to 6% of the rental value will be retained to cover administration and re-letting costs. The booking fee is non refundable.

Cancellation more than 6 weeks prior to your holiday, the deposit will be refunded minus a 20% charge to cover administration costs when the property is re let for the same period or in proportion depending on the days re let. The booking fee is non refundable.

Travel insurance or cancellation insurance is strongly recommended. Where travel insurance or cancellation insurance is in place the guest must claim a refund through that travel or cancellation insurance policy. Portscatho Holidays will not make a refund where this cover is in place should the cancelled date be re let.

#### **8 Right To Refuse/Alter**

8.1 The Company reserves the right to refuse any booking.

8.2 The Company reserves the right to cancel or alter arrangements made for the Visitor whether before or during the relevant visit (a) in any circumstance which arises from or is attributable to acts, events, omissions or accidents beyond the reasonable control of the Company or Owner or (b) where in the reasonable opinion of the Owner deems it is necessary to perform or complete essential remedial or refurbishment works.

8.3 If a booking has to be cancelled by the Company or Owner, it will take reasonable steps to offer an alternative booking. If the Company is not able to offer such an alternative or the Visitor does not accept the alternative offered or the altered holiday arrangements (as the case may be), the Company or Owner will return to the Visitor the relevant proportion of the money paid by the Visitor in respect of the Accommodation and will not otherwise be liable for any loss caused by cancellation or alteration if it arises out of circumstances beyond its control.

8.4 Where 8.2 (b) applies the Company shall offer the Visitor a property in the same price band (at no additional cost) or in a lower band (where the difference will be reimbursed).

## **9 Change of Booking**

There will be a fee of £35.00 (thirty-five pounds) for any transferred booking, and bookings may not be transferred within six weeks of the Visitor's holiday, or from one calendar year to another. A transferred booking is from one property to another, a change in the Visitor, or from one date to another. If the transfer requested also involves reducing the length of the holiday, it will be regarded as a cancellation.

## **10 Visitor Accommodation Limitation**

Occupation must be limited to the maximum number of persons for the Accommodation stated on the Company's website. Where it is found this has been exceeded a fee of £150.00 will be charged.

## **11 Joint Bookings**

The booking should be made in one name only and that person (the Visitor) shall not, without the written consent of the Company, assign the booking.

## **12 Services**

Unless otherwise stated in writing, the holiday price will include all charges for water, gas, electricity, or oil. Visitors must comply with the instructions found in the welcome folder regarding the appropriate fuel for use on open fires or stoves within the Accommodation. Any damage caused by using inappropriate fuel will be charged to the Visitor.

## **13 Loss of Visitor Property**

13.1 Except as indicated below, the Company or the Owner cannot be held responsible for loss or damage to any belongings, or for injury sustained by the Visitor or members of his or her party during their stay at the Accommodation. The Company or the Owner excludes liability for loss or damage to any belongings, or for death or injury sustained to the Visitor or members of his or her party during their stay at the Accommodation except to the extent that such injury or loss or damage to any belongings is caused by the negligence or default or breach of the Company or Owner.

13.2 The Visitor shall be liable for and indemnify the Company or Owner against any liabilities, damages, claims, costs, losses (whether direct or indirect and including loss of profits) and expenses incurred or paid by the Company arising from the Visitor's use or occupation of the Accommodation which arise from any breach by the Visitor of his or her obligations under the Agreement or from any negligence or wilful default of the Visitor and/or the Visitor's party.

## **14 Pets**

Our properties do not accept pets unless it is clearly stated that pets are welcome in our brochure or on our website. Bookings that include dogs are done so on the understanding that all flea, worming treatments and vaccinations are up to date and on the condition that they are not allowed upstairs, on the furniture, and especially the beds, nor left unattended in the accommodation. There must be no evidence that a pet has been at the property upon departure. A charge of £25.00 per stay or per week whichever is shorter will be made for each dog (guide dogs for the blind and hearing dogs for profoundly deaf people excepted). No other domestic pets can be accepted in the holiday properties. The pet owner will be responsible for reimbursing the owner for any damage caused.

Where a pet has been at a property that does not accept pets there will be a charge of £150.00 (one hundred and fifty pounds) levied.

If you have an allergy to dogs, please be aware that we cannot guarantee that an Assistance Dog has not stayed in a particular property that is not advertised as accepting pets.

## **15 Right of Entry**

The Company or the Owner and/or its agents reserve the right to enter the Accommodation at any reasonable time for reasonable cause. This includes the undertaking of unforeseen (internal and external) remedial repairs together with any annual external re-decoration for which access to the inside of the Accommodation may be required. External windows and doors may be opened during this process.

## **16 Visitor Obligations**

16.1 The Visitor undertakes to keep the Accommodation and all the furniture, fixtures and effects in the same state of repair and condition as at the commencement of the booking period (reasonable wear and tear excepted) and shall pay to the Company or Owners the value of any part of the Accommodation, furniture, fixtures, fittings and effects so destroyed or damaged as to be incapable of being restored to its previous condition. Breakages and damage must be reported as soon as possible.

16.2 The Visitor must allow the Company or Owner and/or its agents to enter the Accommodation to inspect the state of it, on reasonable notice, save in emergency when immediate access must be granted.

16.3 The Visitor must not use the Accommodation or allow its use for any dangerous, offensive, noisy, illegal or immoral activities or carry on there any act that may be a nuisance or annoyance to the owner or the Company or to any neighbours.

16.4 The Visitor and his or her party must comply with any reasonable regulations relating to the Accommodation of which the Visitor has written notice. Such regulations will be found in the welcome folder in the Accommodation, typical examples would include any local conditions regarding parking, waste disposal, recycling etc.

16.5 Smoking is not permitted in any part of the Accommodation and the Visitor and any member of his or her party undertakes not to smoke inside the Accommodation or within the boundary of the property grounds.

16.6 You agree not to cause any annoyance or become a nuisance to occupants of adjoining properties.

## **17 Property Cleanliness**

The Visitor agrees to ensure that the Accommodation is left clean and tidy. The Visitor agrees to pay an additional reasonable charge to cover the expense of additional, unusual cleaning required because the Visitor fails to comply with this clause.

## **18 Occupation**

18.1 The Accommodation shall be for couples, family use or for a group of friends/colleagues only, not for youth groups or other groups or student parties. Sleeping in tents or motor vehicles adjacent to the Accommodation is not permitted.

18.2 The Agreement is personal to the Visitor. The Visitor must not use the Accommodation except for the purpose of a holiday by the Visitor and the Visitor's party during the Holiday Period, and not for any other purpose or longer period.

18.3 The maximum occupancy of the Accommodation shall not be exceeded. If the Visitor wishes to hold any function or celebrations exceeding this limit it must first obtain the written permission of the Owner/Company to see if this is possible. If permission is granted, an additional charge will be levied.

## **19 Advance Bookings**

All properties can be booked well in advance. It is advisable to book early to avoid disappointment, particularly over school holiday periods.

## **20 Comments/Complaints**

Every reasonable care will be taken to ensure that the Accommodation is presented to visitors to a high standard. Should the Visitor find on arrival or during their stay that there is a problem, or cause for complaint, the Visitor might like to contact the owner or the local representative. Reasonable steps will then be taken to assist the Visitor. The office is open from 9 AM to 5 PM Monday to Saturday. Outside these hours we do leave a contact number and message service that is available to 9 PM, but we will only deal with emergencies such as loss of water or power (please check this is not a general power cut), water leaks or major breakages, other issues must wait until office hours to be dealt with. Our priority is that your stay is comfortable and you can be sure that we will do everything in our power to assist an enjoyable stay.

The Owner or company acting as their agents will not normally make any refunds in respect of complaints made after the Visitor's departure from the Accommodation if the Visitor did not make the complaint or the problem known to the owner or local contact during the holiday. The owner or agent must be given the opportunity to attempt to correct matters before the Visitor leaves the accommodation at the end of the rental period.

Neither Portscatho Holidays nor the owner of a property can accept responsibility for work taking place outside the property boundary, nor for any noise or nuisance arising from the works over which the owner or Portscatho Holidays have no control.

Please note, for guests who suffer from feather allergies we strongly suggest that you bring your own duvets and pillows as we cannot guarantee that polyester bedding is provided.

## **21 Arrival and Departure Times**

21.1 Adherence to the arrival and departure times forms part of the Agreement and any stay that extends over this period will be subject to a charge being made for additional days.

Arrival time is confirmed on the booking confirmation on the first day of the holiday and the departure time is before **10.00 AM** on the last day of the holiday or as advised separately by the Owner. Where a later departure time has not been pre agreed, there will be a charge levied that is equal to one seventh of the advertised weekly rental price for the property.

21.2 The Visitor will be issued with a set of keys to the Accommodation on the first day of the Holiday Period and the Visitor must return them on the last day of the Holiday Period or the date of departure, if earlier. Failure to do so will incur the cost of a replacement set.

## **22 Right to Evict**

The Company or Owner and /or its agents reserves the right to ask the Visitor and his or her party to leave the property (without compensation being payable to the Visitor or any member of his or her party) if this is deemed necessary by the Company or Owner and /or its agents where if there is a serious breach by the Visitor of the Agreement or their behaviour is such as to endanger the safety of the property or staff. If any complaints are made of anti-social behaviour or unreasonable breakages or damage occurs or smoking restrictions are not observed we shall give the Visitor an opportunity to rectify the breach and failure to do so shall entitle the Company/Owner or agents to terminate the agreement.

## **23 Notices**

Notices shall be sufficiently served if sent by pre-paid first class recorded delivery letter or facsimile transmission to the address appearing in the Confirmation Invoice or such other address as each party may from time to time have communicated in writing to the other. Any notice to be served on the Visitor under the Agreement may be given during the Holiday Period by delivery through the letterbox or putting under the front door of the Accommodation and shall be deemed to have been received upon the expiration of 24 hours after service.

## **24 Wi-Fi and Internet Service**

Portscatho Holidays or the property owner have no responsibility for, or control over, the Internet Services you access and do not guarantee that any services are error or virus free. We do not guarantee the availability of the service, the speed of which information may be transmitted or received via the service, that the service will be compatible with your equipment or any software which you use. The owner or agent reserves the right to withdraw the service or change specifications.

## **25 Severance**

If any provision of this Agreement is held by any competent authority to be invalid or unenforceable in whole or in part the validity of the other provisions and the remainder of the provision in question shall not be affected.

## **26 Rights of Third Parties**

The Contracts (Rights of Third Parties) Act 1999 might give rights to third parties who are not parties to this contract. The parties agree that this will not apply and that, subject to clause 2.3, only those signing the contract shall have rights and obligations under it.

## **27 No Smoking Policy**

There is a strict no smoking policy in all of our properties which also includes within the property grounds. If there is evidence of smoking inside the property a charge of £150.00 (one hundred and fifty pounds) will be levied.

## **28 Headings**

The headings in this document are included only for convenience, and do not affect the meaning of the clauses to which they relate.

## **29 No Tenancy**

The Agreement is for the Holiday Period and is not intended to create the relationship of Landlord and Tenant between the Visitor and the Owner or Company. The Visitor shall not be entitled to a tenancy, or to any assured shorthold or assured tenancy or any statutory protection under the Housing Act 1988 or other statutory security of tenure now or upon termination of the Agreement.

## **30 Governing Law**

The construction, validity and performance of the Agreement shall be governed by the law of England and Wales, and both parties submit to the non-exclusive jurisdiction of the UK Courts.

## **31 Our details**

Whilst we endeavour to make our details accurate and reliable, they are only a general guide and their accuracy is not guaranteed. If there is any point which is of particular importance to you, please contact the office and we will be pleased to check information.

The mention of any appliance and/or services in these particulars does not imply that they are in full and efficient working order.

No person in the employment of or agent of or consultant to Portscatho Holidays has any representation or warranty whatever in relation to this property.