

TERMS AND CONDITIONS OF BOOKING

ROSEMARY COTTAGE, ESCALLS CLIFF, SENNEN, PENZANCE TR19 7BB

Reservations are accepted on the conditions shown on the Booking Form together with the following booking conditions:

For the purposes of these conditions:

“The Party Leader” = the person making the booking and completing the Booking form

“The Owner” = the owners of Rosemary Cottage

“Guest(s)” = all persons named on the Booking Form

1. Occupation

- (a) The Party Leader (as specified on the booking form) certifies that he or she is authorised to sign the Booking Form 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.
- (b) Guests may occupy the premises from 4.30 pm on the arrival date until 10.30 am on the departure date and these times must be strictly adhered to except by special arrangement with the owners or the housekeeper. Any guest will be liable for any costs of whatsoever nature incurred because of an unauthorised extension.
- (c) The maximum number of guests who may occupy the property and the surrounding grounds is 6, unless otherwise agreed with the Owner in advance. Exceeding the agreed number constitutes a breach of contract and the Owner has the right to terminate the booking forthwith and all monies paid by the Party Leader will be forfeit.
- (d) The Owner reserves the right to terminate the booking immediately and all monies paid by the Party Leader will be forfeited if any activity is undertaken during the occupancy which is illegal, or may cause unreasonable damage, noise, behaviour or disturbance.
- (e) The maximum number of weeks for rental is six.
- (f) No bookings will be accepted for children under 4 years of age except by special arrangement with the Owner. Babies in a carry cot are accepted.
- (g) No pets are allowed at the property without the consent of the Owner. In the event of an unauthorised pet being taken into the property the booking will be cancelled immediately by the Owner and the cost of the holiday will be forfeited. This does not mean that the property is pet hair free and allergy sufferers should take note.

2. Payment

- (a) A non-returnable deposit of 25% of the cost of the holiday must be paid to secure the dates required for all bookings made more than eight weeks before the start of the holiday.
- (b) Where a booking is made within eight weeks of the start of the holiday the full price of the holiday must be paid at the time of booking.
- (c) Final payments must be received by the Owner eight weeks before the start of the holiday. No reminder will be sent. The date final payment should be made will be stated on the Booking Form and confirmed on receipt of the deposit, and it is the Party Leader’s responsibility to ensure that this deadline is kept. If payment is not received at this time the booking will be treated as a cancellation, the booking forfeited and the deposit will be lost.
- (d) Payment by cheque should be made to “Mrs H Holford”. Post dated cheques are not accepted.
- (e) Bookings taken from overseas guests may be paid by International Electronic Bank Transfer or by International cheque in Sterling. Any charges for payments must be met by the Guest(s).
- (f) A Security Deposit of £100 for one week plus £50 for each subsequent week is required. Please supply a separate cheque for the appropriate amount, which will be held pending inspection by the housekeeper at the end of the holiday. If there are no problems this will be returned to the Party Leader as soon as possible after the Departure Date .
- (g) A charge of £25 will be made for lost keys.
- (h) Electricity charges are included in the holiday price.

3. Bookings

- (a) Dates of the holiday may be changed at the Owner’s discretion providing the property is available for the new dates required and any extra sum is paid for a more expensive week. However, no refund will be given for the

balance if the new dates are for a cheaper week or for a shorter booking taken in place of the original booking.

- (b) In the event of a cancellation the Party Leader will be liable for the full cost of the holiday. The Owner will endeavour to re-let the property for the whole or part of the holiday period and should this be achieved some or all of the cost of the holiday will be refunded by the Owner (as appropriate) less an administration charge of £50.
- (c) A booking can only be cancelled prior to the Arrival Date.
- (d) No bookings will be accepted from anyone under the age of eighteen.
- (e) No bookings will be accepted by groups of single sex parties of three or more or by groups of single people under the age of twenty five.

4. Bed Linen and Towels

- (a) Bed linen is included in the cost of the holiday. This includes duvets, duvet covers, two pillows per person, bottom sheets and pillowcases. Two tea towels and one pair of oven gloves are also included and one hand towel for the downstairs cloakroom. Guests are requested to strip beds prior to departure.
- (b) One hand towel (50 x 100 cm) and one bath towel (70 x 140 cm) per person are also included in the cost of the holiday. No towels may be taken to the beach or away from the property for any other purpose. Guests must supply their own beach towels or larger bath sheets if they require them.

5. Miscellaneous

- (a) No cot, highchair or other baby equipment is supplied at the property.
- (b) There is a telephone at the property which accepts incoming calls only. Most mobile networks are available inside the property or in the grounds.
- (c) Short breaks of three nights or more may be available outside of school holidays between 1st November and 1st March in any year. Please ask the Owner for details.
- (d) The use of the amenities provided by the Owner is entirely at the users risk and no responsibility can be accepted for any injuries to persons or loss or damage to any belongings of any persons who use them.
- (e) The Rosemary Cottage website and these Booking Conditions replace and supersede all previous website and Booking Conditions including third party websites and conditions and the Owner reserves the right to change these Booking Conditions at any time.
- (f) 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 if for any reason the Owner is not able to comply with this agreement the Owner shall refund to the Party Leader the full amount of the monies paid by the Party Leader.
- (g) Telephone and internet bookings will be held for three working days only for holidays more than eight weeks in advance. For holidays less than eight weeks in advance full payment must be made within three working days.

6. Obligations of Guests

- (a) To pay for any loss or damage to the property or contents of the property caused by the Party Leader or members of his/her party.
- (b) To allow the Owner or housekeeper reasonable access to the property.
- (c) Not to exceed the number of persons stated on the Booking Form.
- (d) Not to behave in such a manner as to offend occupiers in adjoining properties.
- (e) Not to obstruct any part of the roadway outside the property at any time and to park only in the designated areas on the property.
- (f) Not to part with possession of the property or share it with any other person other than those included on the Booking Form.
- (g) Not to remove any furniture, fixtures, fittings and effects or any item whatsoever from the Property at any time and to report and pay to the Owner the cost of sourcing and replacing any damaged, lost or broken items which occur during their holiday occupancy.
- (h) Not to sell or transfer the booking without the consent of the Owner.
- (i) To hereby agree that the property is occupied for a holiday as mentioned in the Housing Act 1988 Schedule 1 paragraph 9 and to acknowledge that the tenancy granted by this agreement is not an assured tenancy and that no statutory periodic tenancy will arise when it ends.

- (j) Not to smoke inside any part of the property including the courtyard garden and garden room. Smoking is permitted in the front gardens/grassy areas.
- (k) To leave the property in a clean and tidy condition and to pay for any additional cleaning if this is not done.
- (l) To leave the keys at the property on departure.

7. Authority

- (a) The Party Leader agrees to the Booking Conditions on behalf of all persons included in the Booking Form or any person substituted or added at a later date.
- (b) The Party Leader agrees to take responsibility for the party occupying the property and to notify the Owner if they are not a member of the party.
- (c) The Party Leader confirms he/she is over 18 years of age.