

**CAPPY COTTAGE LAMORNA TR19 6XQ  
BOOKING CONDITIONS 01.1.21**

**1. INTRODUCTION**

These conditions relate to Cappy Cottage, Lamorna, Penzance, Cornwall, TR19 6XQ ("the Property") owned by Mr and Mrs. S.J. Kitchen ("the Owners"). Third parties renting the property are hereinafter referred to as "the Holidaymaker". The authorised Holidaymaker shall have the right to occupy the property as a holiday home only (within the meaning of Schedule 1, Paragraph 9 of the Housing Act 1988).

**2. ACCURACY OF DESCRIPTION**

All descriptions are given in good faith and in the belief that they are true.

**3. DEPOSIT & PAYMENT**

If a booking is made 8 weeks or more before the holiday is due to start, a deposit of one third of the rent is payable. If the balance has not been received by 8 weeks prior to the start date, the Owners shall be entitled to assume that the booking has been cancelled. When a booking is made less than 8 weeks before the start of the holiday, the full rent must be paid at the time of booking.

Payment either by cheque or electronic bank transfer is preferred, although the Holidaymaker can alternatively pay via PayPal using either a credit or debit card, subject to PayPal's card handling fee of 3.4% of the transaction total. Holidaymakers visiting from overseas can also pay via PayPal, subject to PayPal's overseas processing charges.

**4. CANCELLATION**

Once a booking is confirmed, the Holidaymaker is liable for the balance of the rent for the property. The Owners must be notified immediately in writing of any cancellation and they will endeavour to re-let and, if successful, all monies paid less £50.00 per week will be refunded. If the re-let is at a lesser rate, the holidaymaker's refund is reduced accordingly. Each week booked will be treated as a separate booking for the purpose of this clause.

In the unlikely event of the Owners having to cancel the booking, for whatever reason, then any monies paid will be refunded in full and shall constitute the end of the Owners' liability.

**5. EXTENSION**

The period of the booking may only be extended with the written permission of the Owners.

**6. LIABILITY**

The Owners do not accept any liability to any member of the holiday party, or visitor, for any personal injury, loss or damage to property however caused or sustained, nor for theft or loss of property or money.

**7. THE HOLIDAYMAKER'S OBLIGATIONS**

The Holidaymaker agrees:

- i. To pay for any losses or damages to the property and its effects caused by the Holidaymaker or a member of their party (reasonable wear and tear excluded);
- ii. To take good care of the property and leave it in a clean and tidy condition at the end of the holiday. Whilst a cleaning service during the holiday is not included within the cost, a cleaning service can be arranged, subject to payment of the appropriate charges by the Holidaymaker;
- iii. To allow the Owners right of entry during reasonable hours for inspection, or any repair deemed necessary;
- iv. Not to part with possession of the property, or share it, except with members of the party shown on the Booking Form;
- v. Not to sell or transfer the booking to another party without the Owners' agreement;
- vi. Not to exceed the total number of people stipulated in the property description;
- vii. Not to cause an annoyance or nuisance to neighbours
- viii. Not to smoke inside any part of the property

**8. COMPLAINTS**

In the event of a complaint, the Holidaymaker should contact the House keeper, or the Owners as soon as possible. Please remember that outgoing holiday-makers do not always report damage and this may affect the speed with which such damage can be rectified. Complaints not reported during the period of the holiday cannot be entertained afterwards.

**CAPPY COTTAGE LAMORNA TR19 6XQ**  
**BOOKING CONDITIONS 01.1.21**

**9. OCCUPATION AND VACATION**

- i. The accommodation is for use as holiday accommodation only; there is no right to remain in the property after the holiday. The Holidaymaker undertakes to arrive at the property not before 3.00 p.m. on the first day of the agreed holiday period, and undertakes to vacate the property not later than 10.00 a.m. on the last day of the agreed holiday period. The person signing the booking form is, and shall remain, responsible for members of his/her party, and should make sure that they are aware of the booking conditions and that they meet the obligations arising there from. If the booking conditions are contravened in any way, the Owners may refuse the right of entry to the property, and no money will be refunded.
- ii. The Owners require a deposit of £100.00 against breakages, cleaning or damage which will be applied against such costs but any balance will be refunded by cheque after the end of the holiday. The Owners reserve the right to seek additional recompense where the costs of remediation exceed the amount of the deposit.

**10. PETS**

- i. A well behaved and supervised dog is permitted with the prior consent of the Owners, and subject to an additional weekly charge of £35. Pets should be kept under control and exercised off the premises. Owners are required to bring a suitable bed or blanket for their pet to lie on.
- ii. Pets are not permitted in the bedrooms, or on the furniture, and the Owners cannot accept responsibility for their safety. Pets must not be left in the property unsupervised as this can result in considerable damage to the property and distress to the pet.

**11. INVENTORY**

Where an inventory is provided, any discrepancies must be reported to the Owner or the Housekeeper within 24 hours of arrival. Otherwise the inventory will be deemed to be correct

**12. LINEN AND TOWELS**

Linen and towels are provided and a change is provided weekly during holidays. Towels should not be taken from the property.

**13. BROADBAND AND TELEPHONE**

Broadband, with WiFi, is installed at Cappy Cottage for the complimentary use of guests. There is no telephone landline, but Holidaymakers are of course free to make calls using their own internet compatible devices.

**14. GENERAL**

Any dispute between the parties involved in the contract shall be settled according to English law. The Holidaymaker agrees to adequately ventilate the property during wet weather, and not to leave damp clothes inside the main house. The holidaymaker accepts that there will be some imperfections in the property but that they may not be central to the enjoyment of the holiday. No clause in these booking conditions excludes the Holidaymaker's rights under the "Unfair Contract Terms Act".

~oOo~