

Summary

30% non-refundable payment upon booking (the "booking deposit").

70% balance due one calendar month before date of stay (the "due date").

If you cancel before paying the balance, or do not pay the balance by the due date: the booking deposit is not refunded, and the booking is cancelled automatically.

Note: You can cancel free of charge up to 24 hours after your booking is confirmed, provided your stay is at least 60 days away.

All bookings are for a minimum of 7 nights up to a maximum of 28 nights.

Changeover day is a Saturday.

Booking Terms and Conditions

PLEASE READ THIS CAREFULLY. WHEN YOU MAKE A RESERVATION REQUEST WITH US (WHETHER BY EMAIL, TELEPHONE OR POST), THESE CONDITIONS ARE DEEMED TO HAVE BEEN ACCEPTED BY YOU.

1 Welcome

1.1 Welcome to www.mycornwallcottage.co.uk (the "Site") which is owned and operated by PromoteMyPlace.com ("we", "our" or "us", as applicable).

1.2 These terms and conditions ("Booking Conditions") apply to any reservation you make with us for Cottage 112 Pendra Loweth, whether by telephone or via the Site, and the accommodation rental services you receive from us of the property under your contract with you. Please note that additional terms and conditions apply to the use of and access to the Site by you. Please see our Terms of Use for details of those additional terms.

1.3 Please read these Booking Conditions and our Terms of Use together with their related policies carefully before you access or use the Site, or make Bookings, as these terms and conditions will apply when doing so. We recommend that you print or save a copy of these Booking Conditions and the Terms of Use for your reference. By making any Booking with us, you confirm that you accept these terms and conditions and agree to comply with them.

1.4 We provide this Site so that you can reserve accommodation in our holiday cottage.

1.5 To make these Booking Conditions easier to read, we use a number of definitions. We refer to:

"Rental Contract" as the legally binding contract between you us;

"Rental Charges" as the Booking Fee and the fees payable by you under the Rental Contract that you pay us in relation to the Booking;

"Deposit" as the initial instalment of the Rental Charges quoted during the Booking process and payable by you when making a Booking;

"Rental Balance" as the balance of the Rental Charges payable by you after payment of the Deposit;

"Holiday Period" as the dates for which you reserve our Property;
"Booking Details" as details specific to your Booking including the Property, Holiday Period and any restrictions notified to you during the Booking process;
"Guests" as holidaymakers other than you that are booked to stay at the Property during the Holiday Period under your Booking.

1.6 We have a number of related policies referred to in these Booking Conditions, [including] comprising our Privacy Policy and Cookie Policy. They all form part of our contract with you so please take the time to read them.

1.7 Every time you wish to use Book with us, please check these Booking Conditions to ensure you understand the terms and conditions which will apply at that time. Your attention is drawn in particular to the sections headed Our liability. These Booking Conditions were most recently updated on the date that appears at the top of this page.

1.8 If you have any queries or concerns regarding these Booking Conditions, please contact us using the details set out in the web site.

2 Bookings

2.1 We reserve the right to refuse any Bookings in accordance with these Booking Conditions.

2.2 Once we have accepted a Booking in the way described in the Making a Booking section below, a legally binding Rental Contract will be formed between you and us under which we will make the Property available to you and provide the Rental Services for the Holiday Period.

2.3 The following will all form part of the Rental Contract between you and us:

2.3.1 your Booking Details;

2.3.2 these Booking Conditions; and

2.3.3 any other special or additional conditions that we draw to your attention during the booking process before we accept your Booking.

3 Your use of the Booking Services

3.1 Our Booking Services are available to you for your personal, non-commercial use only. You may not offer for resale any Booking Services or Rental Services for our property without our express written permission.

4 Property and Rental Services Descriptions

4.1 We make every effort to ensure that the descriptions (including Rental Charges and availability) relating to our property and Rental Services on our Site are accurate and complete. These descriptions include details of our Property and Rental Services including photos, the availability period of the Property for rental, the Rental Charges and any additional charges, the facilities available at the Property, maximum occupancy numbers,

descriptions of quality relating to our Property. If we discover a mistake or error relating to this information we will correct this promptly on our Site and will contact you if that information relates to a Booking that you have already made using our Site.

4.2 The Property and Rental Services descriptions do not constitute advice or recommendation given by us. We will not be liable for inaccuracies or errors in this information or the accommodation information.

4.3 Rental Charges shown in the search listings on our Site are per week for the property (and not per person). It is your responsibility to check the total price before completing the Booking process.

4.4 We do not accept responsibility for any changes or closures to amenities mentioned in the Property or Rental Services descriptions on our Site.

5 Making a Booking

Eligibility

5.1 To be eligible to make a Booking and enter into a Rental Contract you must:

5.1.1 be 18 years of age or over and have the legal capacity to enter into legally binding agreements;

5.1.2 provide your real name, phone number, email address and other requested information; and

5.1.3 possess a bank or building society account that allows BACS transfer.

Booking methods

6.2 You may make a Booking directly by contacting us by email using the details in the Contact us section.

6.3 By making a Booking with us you are making an offer to:

6.3.1 receive our Booking Service and make payment to us (at the relevant time) in respect of the Rental Services;

6.3.2 enter into a Rental Contract with us in relation to our Property and,

6.3.3 pay us all amounts due in respect of the Deposit and Rental Charges.

6.4 The following steps have to take place before a contract is made between us for the provision of the Rental Services under a Rental Contract:

6.5 we check the availability of the Property relating to your Booking and, provided we have successfully received your payment, we will send you an email confirming your Booking together with a copy of these Booking Conditions and other details relating to your Booking ("Booking Confirmation");

6.5.1 we accept your agreement to pay us all sums due (at the relevant time) in respect of the Rental Charges (including the Deposit);

6.6 When we accept payment for all or any part of the Rental Charges, you will no longer owe a debt to us for the associated amount.

7 Fees, charges and payment

7.1 The fees and charges will be as quoted on this Site from time to time and, unless otherwise stated, are quoted in pounds sterling. We use our best efforts to ensure that these are correct at the time when the relevant information was entered onto our systems. However, it is always possible that, despite our best efforts, some of the fees and charges on the Site may be incorrectly priced. We will normally check these prices as part of our confirmation procedures so that:

7.1.1 where the actual Rental Charges or other fees are less than those quoted on the Site at the time you made your Booking, we will charge the lower amount when confirming the Booking to you; and

7.1.2 where the actual Rental Charges or other fees are higher than those quoted on the Site at the time you made your Booking, we will contact you as soon as possible to inform you of this error and we will give you the option of continuing to book the Property at the correct (higher) price or cancelling your Booking. We will not process your Booking until we have your instructions. If we are unable to contact you using the contact details you provided during the Booking process, we will treat the Booking as cancelled and notify you in writing.

7.2 The fees and charges may change from time to time, but changes will not affect any Booking which we have confirmed with a Booking Confirmation.

7.3 Before submitting your Booking online, you will be presented with details of the total Rental Charges payable for your Booking together with details of the following amounts payable to us at the time of your Booking:

7.3.1 the Deposit and, if the date the Rental Balance would normally fall due for that Booking has already passed, the Rental Balance too; and

7.3.2 any additional fees and charges quoted during the Booking process when you make your Booking (for example pet charges)

7.4 If you are paying a Deposit rather than the entire Rental Charges when making your Booking, you will also be presented with the date by which you will need to make payment to us for the Rental Balance. Please note, we may (but are not obliged to) contact you to remind you of the due date for payment of the Rental Balance.

7.5 We currently accept payment by BACS (bank transfer).

7.6 You BACS the payments due at the time of Booking.

8 Payment currencies, interest and credit card surcharges

8.1 During the booking process you may be presented with an option to pay for your Booking in one or more currencies. The payment currencies we accept for a particular Booking will be notified to you during the Booking process. The exchange rate for all payments will be based on exchange rates set by Barclays Bank which may increase and decrease based on changes in the market. If on the date your Rental Balance is due, changes to these exchange rates result in an increase of 5% or more to the Rental Charges we quoted at the time you made your Booking, then we may increase the Rental Balance to include this additional amount.

8.2 If you do not make any payment to us by the due date we may charge interest to you on the overdue amount at the rate of four percent (4%) a year above the base lending rate of the Bank of England from time to time. This interest shall accrue on a daily basis from the due date until the date of actual payment of the overdue amount, whether before or after judgment. You must pay us interest together with any overdue amount.

8.3 Please note we may charge a 'good housekeeping bond', which will be included alongside the charges quoted to you during the Booking process. We will communicate directly with you to collect and (if appropriate) return this bond. We will, within 15 working days of the end of the relevant Holiday Period return all or part of the bond to you and, if retaining any part of the bond, notify you in writing of the reasons for doing so.

9 Your right to cancel or transfer a Booking

9.1 Please check all the details in your Booking Confirmation promptly after receiving the confirmation and notify as soon as possible if you think we have made any mistakes or errors with your Booking.

9.2 Please contact us directly using the contact details in the Contact Us section if you would like to amend your Booking. If we agree to amend the Booking, additional charges including additional Rental Charges and/or an administration fee of £50 may also be payable to cover our costs of making the amendment. This does not affect your legal rights.

9.3 After you receive your Booking Confirmation you will not have a legal right to cancel the Rental Contract as the Rental Services provided under it are accommodation and leisure services for which the contract provides a specific period of performance. You may, however, end the Rental Contract in accordance with the section Your right to end a Rental Contract.

9.4 You may not transfer your Rental Contract to another person. If you do not stay at the Property during the Holiday Period but your Guests do, you will still be legally responsible for all your obligations under the Rental Contract and these Booking Conditions and your Guests' compliance with them. Please see further paragraph 13.4.

10 Cancellations of your Booking by us

10.1 We may cancel your Booking if:

10.1.1 we become aware of any health and safety or quality-related issue with the applicable Rental Services or Property or its immediate surroundings (for example contamination to the Property's water supply);

10.2 We may cancel your Booking due to circumstances or events outside our reasonable control. Please see further paragraph 25.10.

10.3 If we cancel a Booking in accordance with this paragraph 10, we may (but are not obliged to) provide a refund of any amounts paid by you to us in relation to the cancelled Booking.

11 Booking restrictions

11.1 The maximum Holiday Period for any Booking is generally 28 consecutive days, subject to availability.

11.2 Our Property requires a minimum Holiday Period of 7 consecutive days.

12 Your responsibilities

12.1 You must make sure that all the information you provide to us in connection with your Booking is true, accurate, current and complete. If any of your details change (e.g. email address, postal address), you must promptly update your details.

12.2 You accept financial responsibility for all transactions made under your name or account.

12.3 You promise to us that during the Holiday Period:

12.3.1 that the number of people occupying the Property will not exceed the number stated on in your Booking Confirmation;

12.3.2 that the Property will be used solely for the purpose of a holiday by you and your Guests;

12.3.3 that you will (and ensure that your Guests will) show all due consideration and respect for us and our representatives and neighbours or other persons or parties that have a connection with the Property. This includes refraining from abusing your stewardship of the Property or dangerous, offensive, violent or anti-social behaviour towards such persons or parties;

12.3.4 that you will (and ensure that your Guests will) use the Property and Rental Services lawfully, will not abuse any facilities provided as part of the Rental Services and will comply with any health and safety or other policies or instructions notified to you by us in connection with the Property or Rental Services;

12.3.5 to allow us or our representative to access the Property at any reasonable time during the Holiday Period provided we provide reasonable advance notice (except in emergencies);

12.3.6 to keep the Property and all furniture, utensils, equipment, fixtures and fittings in or on the Property in the same state of repair and condition as at the commencement of the Holiday Period and to ensure that at the end of that period the Property is left in the same state of order and cleanliness in which it was found. **We may make an additional, reasonable**

charge for professional cleaning after your and your Guests' occupancy as may be required to return the Property to its original state of cleanliness and tidiness;

12.3.7 to report as soon as possible to us (or our representative) any breakages or damage caused by you or your Guests during the Holiday Period. Without affecting any other remedies that we have under the Rental Contract, **you promise to fully reimburse us for the cost of replacement or repair for such breakages or damage, without any deductions whatsoever.**

12.3.8 to arrive after 2 p.m. on the arrival day and to vacate the Property by 10 a.m. on the day of departure unless you have agreed otherwise with us;

12.3.9 not to allow any person other than you and your Guests to use the facilities and amenities of the Property without the express permission of us; and

12.3.10 to notify all Guests before the Holiday Period starts of your and their obligations under this paragraph 12.3.

12.4 You will be responsible for all Guests staying at the Property and the things they do (and do not do) even if you do not stay there yourself during the Holiday Period.

12.5 It is your responsibility to ensure you, your Guests and any pets have the relevant travel and health documents and requirements needed for visiting the country in which our Property is located. These include any passport or other identification documents, visa requirements and, in the case of pets, any vaccines or microchips. We will not be liable for any expenses incurred resulting from your missing, incomplete or incorrect documentation or any non-compliance with such requirements.

12.6 In the event that you or any Guest fails to comply with the requirements set out above in paragraph 12.3, we (or our representative) can refuse to allow you and your Guests to enter and stay at the Property or can require you and your Guests to leave the Property before the end of the Holiday Period. In either case, you will be treated as having broken the terms of Rental Contract and the provision set out in our right to end a Rental Contract section will apply.

13 Our responsibilities

13.1 We will:

13.1.1 perform the Rental Services using reasonable care and skill;

13.1.2 as soon as possible, notify you in writing of any changes to the description of the Property and/or Rental Services relating to your Booking which would make our descriptions of the Property inaccurate, incomplete or misleading;

13.1.3 ensure that the Property is vacant and that you and your Guests have exclusive access to the Property and Rental Services for the full period of the Holiday Period;

13.1.4 ensure that suitable arrangements are in place for you to collect and return the keys for the Property;

13.1.5 not make any use of the Property (including conducting any viewings of the Property) during the Holiday Period;

13.1.6 show all due consideration and respect to you and your Guests including refraining from any dangerous, offensive, violent or anti-social behaviour towards you and your Guests;

13.1.7 will ensure, as far as reasonably practical, that the Property and the Rental Services comply with all applicable laws and regulations during the Holiday Period;

13.1.8 comply with the terms of the Rental Contract and act in good faith at all times;

13.1.9 respond to queries, complaints and problems which arise during or after the Holiday Period and use our best efforts to resolve them.

14 Pets

14.1 Pets are **not** allowed in our property (except for registered assistance dogs). If you take an unauthorised pet to our Property, we (or our representative) have the right to:

14.1.1 refuse to allow you and your Guests to enter or stay in our Property; or

14.1.2 ask you and your Guests to leave our Property before the end of the Holiday Period.

14.2 If we exercise our rights under paragraph 14.1, we may end the Rental Contract in accordance with our right to end a Rental Contract section.

14.3 You will be liable for all damage caused by your and your Guests' assistance dog. You should remove all traces (inside and outside) from the Property of your assistance dog's occupation before you and your Guests vacate our Property at the end of the Holiday Period. We may make an additional, reasonable charge for professional cleaning after your and your Guests' occupancy due to any pets that have stayed at the Property. You **must not allow your assistance dog on beds or on furniture** within our Property and it **must not be left alone** in our Property at any time. If you break the terms of this paragraph 14.3, we (or our representative on our behalf) may notify you that you have broken those terms and if you continue to do so may end the Rental Contract and require you and your Guests to leave the Property before the end of the Holiday Period.

14.4. If you have an allergy to dogs, please be aware that we cannot guarantee that an assistance dog has not stayed in our Property recently. We cannot accept responsibility for any suffering which may occur as a result of such animals having been present in a Property.

15 Insurance

15.1 You are strongly advised to take out adequate travel insurance prior to departing for your holiday. It is your responsibility to check that your insurance cover is adequate.

16 Promises the Owner makes to you about the Property and Rental Services

16.1 We promise to you that:

16.1.1 we have the right to provide the Rental Services and enter into the Rental Contract with you

16.1.2 we will maintain, at our expense and with a reputable insurance company, policies to meet our liabilities under the Rental Contract with you;

16.1.3 our Property and us will comply with all applicable laws and regulations, in particular, relating to fire, health, safety and planning and data protection; and

16.1.4 our Property is properly maintained, clean, tidy and in good repair at the start of the Holiday Period.

17 Our liability

17.1 We do not exclude or limit in any way our liability to you where it would be unlawful to do so. This includes liability for death or personal injury caused by our negligence or the negligence of our employees, agents or subcontractors; for fraud or fraudulent misrepresentation; or for breach of your legal rights in relation to the right to receive services supplied with reasonable skill and care.

17.2 To the fullest extent permissible under applicable law, we disclaim any and all other promises, warranties, conditions, or representations relating to the Booking, whether express, implied, oral or written. In particular, we do not make any promises about:

17.2.1 the availability of our Web Site or that it will be provided uninterrupted or error or virus-free;

17.2.2 errors or inaccuracies in any documentation supplied us or our representatives, including any documentation that appears on the Site.

17.2.3. We do not guarantee the accuracy of, and disclaim liability for any inaccuracies relating to the Rental Services offered for sale by us. We shall not be liable for any damages arising as a result of any inaccurate information or errors on our Site which relate to information about Property or Rental Services. We shall not be liable to you for any losses in the event of overbooking, cancelling bookings in full or in part or due to circumstances or events beyond our control.

17.3 We do not authorise anyone to make any promises on our behalf.

17.4 We will not be responsible or liable:

17.4.1 for any losses related to any business of yours including but not limited to lost data, profits, revenue, business, opportunity, goodwill, reputation or business interruption.

17.5 You acknowledge that personal belongings and vehicles (together with their contents) belonging to you and your Guests are left at the Property entirely at your and their own risk. We accept no liability to you for any loss, damage or injury to you or your Guests, or your or their personal property during the Holiday Period, except to the extent such loss, damage or injury is caused by our negligence.

17.6 If either we or you fail to comply with these Booking Conditions, neither of us shall be responsible for any losses that the other suffers as a result, except for those losses which are a foreseeable consequence of the failure to comply with these Booking Conditions. Losses are foreseeable where they were contemplated by you and us at the time we accept a Booking made by you.

17.7 We are under a legal duty to supply services that are in conformity with our respective contracts with you. You have certain legal rights as a consumer under the law and nothing in these Booking Conditions affects your legal rights. Advice about your legal rights in relation to the services we and Owners provide is available from your local Citizens' Advice Bureau or Trading Standards office. For detailed information please visit the Citizens Advice website www.adviceguide.org.uk or call 03454 04 05 06.

18 Your right to end a Rental Contract

18.1 You may immediately end a Rental Contract:

18.1.1 if we have told you about a significant error in the charges or Booking Details or a significant error in the description of the Rental Services relating to your Booking and you notify us that you do not wish to proceed; or

18.1.2 if we notify you about a change to the Rental Charges due to changes in the applicable exchange rate and you notify us that you do not wish to proceed in accordance with paragraph 7.1.

18.2 Nothing in this paragraph 18 affects or reduces your legal rights as a consumer. Please see further paragraph 17.1 regarding where to obtain advice regarding your legal rights.

19 Our right to end a Rental Contract

19.1 We may immediately terminate the Rental Contract with you if:

19.1.1 you and your Guests do not comply with the obligations set out in paragraph 12;

19.1.2 you do not comply with the applicable rules on pets in accordance with paragraph 14;

19.1.3 if you fail to pay any housekeeping bond on the date that payment of the bond is due; or

19.1.4 circumstances or events outside our reasonable control prevent or are likely to prevent you and your Guests from staying at our Property for the Holiday Period or us from complying with any other of our obligations under the Rental Contract.

20 Consequences of the Rental Contract ending

20.1 If you end the Rental Contract for the reasons mentioned in paragraph 18, we will refund to you the Booking Deposit and any other amounts paid by you for the Booking within 14 days of the date you notify us that you wish to end the Rental Contract.

20.2 If the Rental Contract ends during the Holiday Period, you must:

20.2.1 leave the Property together with all Guests as soon as possible;

20.2.2 notify us (or our representatives) that you and your Guests have left the Property and the reasons for doing so; and

20.2.3 return the keys to the location instructed by us.

20.3 Nothing in this paragraph 20 affects or reduces your legal rights as a consumer. Please see further paragraph 17.1 regarding where to obtain advice regarding your legal rights.

21 Complaints

21.1 If you have any complaint about the Booking Services, Rental Services or the Property please contact us by telephone or email and we will do our best to resolve them, where possible.

22 Other important terms

22.1 Written Communications. You agree to receive communications from us electronically and that electronic communications will satisfy any legal requirement for communications to be in writing.

22.2 Language. Any contracts made under these Booking Conditions will be concluded in English.

22.3 Our reliance on these Booking Conditions. We intend to rely on these written Booking Conditions and any document expressly referred to in them in relation to the subject matter of any contract made under them. We and you will be legally bound by these Booking Conditions.

22.4 References to 'including' and other similar expressions. In these Booking Conditions, words that appear after the expression 'include', 'including', 'other', 'for example', 'such as' or 'in particular' (or any similar expression) will not limit the meaning of the words appearing before such expression.

22.5 Events or circumstances beyond our reasonable control. If we are prevented or delayed from complying with any obligations under these Booking Conditions by anything you (or anyone acting on your behalf) does or fails to do or due to events or circumstances beyond our reasonable control, the inability or delay in performing those obligations will not be treated as a breach of the terms of these Booking Conditions. Examples of such events or circumstances include fire, flood and other acts of God, strikes, trade disputes, lock outs, restrictions of imports or exports, riot, accident, disruption to energy supplies, civil commotion, acts of terrorism or war.

22.6 You need our consent to transfer your rights to someone else. You may only transfer your rights or your obligations under a contract made under these Booking Conditions to another person if we agree to this in writing.

22.7 Nobody else has any rights under these Booking Conditions or the Contract. Each contract for the provision of the Rental Contract is between you and us. No other person shall have any rights to enforce any of the terms of each respective contract.

22.8 If a court finds part of these Booking Conditions or any contract to which they apply illegal, the rest will continue in force. Each of the paragraphs of these Booking Conditions operates separately. If any court or relevant authority decides that any of them are unlawful, the remaining paragraphs will remain in full force and effect.

22.9 Even if we delay enforcing a contract made under these Booking Conditions, we can still enforce it later. If we do not insist immediately that you do anything you are required to do under these Booking Conditions, or if we delay in taking steps against you in respect of you breaking a contract made under them, that will not mean that you do not have to do those things and it will not prevent us taking steps against you at a later date. For example, if you miss a payment and we do not chase you but continue to provide the Rental Services, we can still require you to make the payment at a later date.

22.10 Which laws apply to these Booking Conditions and any Contract between us and where you may bring legal proceedings. These Booking Conditions and any contracts made under them are governed by English law and you can bring legal proceedings in respect of any such contracts only in the English courts.

22.11 Alternative dispute resolution. Alternative dispute resolution is a process where an independent body considers the facts of a dispute and seeks to resolve it, without you having to go to court. If you are not happy with how we have handled any complaint, you may want to contact an alternative dispute resolution provider. You can submit a complaint to the IDRS (part of the Centre for Effective Dispute Resolution) via their website at <http://www.cedr.com/idrs/>. IDRS will not charge you for making a complaint and if you are not satisfied with the outcome you can still bring legal proceedings. In addition, please note that disputes may be submitted for online resolution to the European Commission Online Dispute Resolution platform.

23 Changes to these Booking Conditions

23.1 We may make changes to these Booking Conditions at any time by sending you an email with the modified Booking Conditions or by posting a copy of them on the Site. Any changes will take effect 7 days after the date of our email or the date on which we post the modified terms on the Site, whichever is the earlier. If you continue to use the Site after that period has expired, it means that you accept any such changes. The modified Booking Conditions will not apply to any Bookings that we confirm with you before the date the modified Booking Conditions come into effect.

23.2 No representative, agent or sales person has the authority to vary, amend or waive any of these Booking Conditions. No amendment, variation or waiver of any of these Booking Conditions will be valid or have any effect unless accepted by us in writing.

24 Contact us

24.1 Our Email address is holiday@mycornwallcottage.co.uk

Bookings Policy 30.01.2024

Declan & Karen

Owners

Cottage 112 Pendra Loweth