

Holiday Letting Terms & Conditions between you (The Hirer) and the Owners of Creekside Cottage (The Owner)

Reservations

1. The Owner will reserve a hire period without any obligation on your part provided that:
 - a. Your provisional booking request is submitted at least 6 months before the hire period commences.
 - b. You request that we reserve your date without obligation when completing the booking form.
 - c. You pay a returnable £50 Reservation Fee within 48 hours of receiving the Owner's request for payment
2. A Reservation is not a contract for hire of Creekside Cottage and the Owner is not liable to you if the property subsequently becomes unavailable for your occupation during the period you have reserved for whatever reason, except for a refund of your Reservation Fee. Likewise you are free to cancel a Reservation at any time and you will receive a full refund of your Reservation Fee.
3. To confirm your provisional booking request a 30% Booking Deposit should be paid by you no less than 6 months prior to the commencement of your Holiday Let (or the total cost of the Holiday let if less than 8 weeks before its commencement). Any Reservation Fee you have previously paid will be refunded whether you choose to confirm or cancel your provisional booking.

Contract for hire

4. Before paying your Booking Deposit, you must ensure that you and your party will be insured against personal liability during their stay. We recommend taking out UK Travel insurance to meet this requirement plus any additional cover required, for example in the event of cancellation or abandonment by you for any reason. We will always assume this to be the case when applying our Terms and Conditions and you must provide evidence of insurance cover if requested by the Owner.
5. A contract for hire will be made between you and Creekside Cottage's Owners (The Owner) once (i) you have completed a provisional booking request, ii) you have paid the Booking Deposit to the Owner (or the total cost of the Holiday let if less than 8 weeks before the commencement of the Let) (iii) the Owner has issued a Booking Confirmation document. At no stage is a relationship of Landlord and Tenant created between the parties
6. Your hire period commences at 1600 hours on your arrival day and ends automatically on the earlier of any one of the following:
 - a. 1000 hours on your departure date
 - b. Upon you or a fellow guest being requested by the NHS Covid app, or NHS Test and Trace service to isolate or quarantine for a period which expires after the end of your hire
 - c. The closure of Creekside Cottage or any other other measure which may prevent us from fulfilling our obligations to you under pandemic control law
 - d. Notification by the Owner that your contract for hire is terminated for reason of any force majeure circumstances outlined in paragraphs 38,39 or 41below.
 - e. Notification by the Owner that your contract for hire is terminated for reason of your breach of these Holiday Let Terms and Conditions.

7. The Owner welcomes families, friends and couples, but will decline any booking where the lead guest is under the age of 25 years, or the party is otherwise considered unsuitable by the Owner for any reason, in which case any deposit made at the time of your provisional booking will be fully refunded.
8. No more than 6 people may stay overnight at Creekside Cottage at any time. It is important that you provide full names and ages of all members of your party at the time of booking (which should be updated where appropriate before the commencement of your holiday). For the above purpose, any child over 24 months at the time of your holiday counts as a person however infants under 24 months do not, provided they occupy a cot. The Owner reserves the right to terminate the hire without notice and without refund for a breach of these conditions during your stay.
9. The Owner will provide the following for your self-catering stay
 - A Welcome pack
 - Washing up liquid, J cloth, Pan Cleaner sponge, Dishwasher tablet, and various cleaning materials under the kitchen sink.
 - Tea towels and oven glove
 - Duvets and pillows
 - Bed linen bath and hand towel for each occupant.
 - A cot for infants under 2 years
 - A highchair for infants under 2 years
 - Squirty soap in each bathroom
 - A loo roll in each bathroom
 - Dog poo bags can normally be found in the utility room next to the back door

Guest Safety

10. The safety of you and your guests during your stay is extremely important to the Owner, but the use of any amenities or facilities of Creekside Cottage, by you or your party, or any invited guests is at their own risk.
11. You and your guests should familiarise yourself with and observe the appliance operating instructions and important safety information contained within the **Owners Guest Information Pack** and **any Supplemental Covid19 Guest Information** in advance of your stay. Both documents form part of these Terms and Conditions, and the latest versions can be viewed and downloaded from the password protected "Guest Area" of the Owners website www.mylorcreekside.com approximately 4 weeks prior to your holiday, or earlier by arrangement. A hardcopy of each is provided in Creekside Cottage, however please be aware that these may not always contain the latest updates.

Payment and Cancellation Policy

12. Either you or the Owner may cancel a Reservation in writing at any time and the Owner will refund any Reservation Fee which you have paid within 7 days.
13. A 30% Booking Deposit (less any reservation fee already paid by you) must be paid to the Owner to confirm a Booking. The balance of the booking plus a Good Housekeeping Deposit of £200 is due for payment no less than 8 weeks before the first day of your holiday. If the booking is made less than eight weeks before your holiday starts, full payment is required at the time of booking, plus the £200 Good Housekeeping Deposit. The Owner accepts payment by Bank Transfer (free) or Paypal (subject to a 3% charge which will be deducted from the return of your Good Housekeeping deposit).

14. The Owner may cancel your Booking if the full cost of the booking and Good Housekeeping Deposit has not been received by 8 weeks (56 days) before the first day of the holiday let, in which case no refund of the Booking Deposit will be due.
15. Cancellations of a confirmed booking by you before the start of your stay should be advised to the Owner in writing and will be subject to the following refund policy in fairness to both parties;
 - a. Any Good Housekeeping deposit received will always be refunded, less 3% of any payments we are not obliged to refund which were made by you through Paypal.
 - b. If you cancel more than 56 days before the first day of your holiday, the Owner will refund 50% of the Booking Deposit and 100% of the balance paid for the booking.
 - c. If you cancel between 43 and 56 days before the first day of your holiday, the Owner will refund 50% of the Booking Deposit and 50% of the balance paid for the booking.
 - d. If you cancel between 29 and 42 days before the first day of your holiday, the Owner will refund 25% of the Booking Deposit and 25% of the balance paid for the holiday.
 - e. No refund can be made if you cancel less than 28 days before the first day of your holiday

Pre-arrival and Arrival

16. You will receive instructions to access the password protected "Guest Area" of our website www.mylorcreekside.com and keysafe code from the Owner by email approximately 3 weeks before your holiday. The Guest Information includes comprehensive pre-arrival advice, directions and arrival instructions, together with important safety information, operating instructions for services and appliances.
17. To assist the Owners compliance with NHS Track and Trace, you must provide the Owners with contact information for each member of your party before the commencement of your holiday including
 - a. Full name
 - b. Address
 - c. Mobile and landline numbers
 - d. Email address
18. Please look after your keys carefully. If you should lose a key please inform the Owner so that a replacement can be arranged.
19. Please do not enter Creekside Cottage before your hire period commences.
20. A single parking space is provided and a single boat trailer less than 5m may be parked on the front lawn if required. No other motor vehicles or trailers must be parked on the lawn at any time. Parking at the property or on the public road is entirely at the vehicle owner's risk and you must advise this to all relevant members of your party.
21. The Owner has been careful to ensure that the information provided about Creekside Cottage is informative and accurate, but you should check all the relevant details and clarify anything with the Owner before you arrive. The Owner will not accept responsibility for any inaccurate, misleading or incomplete information about Creekside Cottage on the website or in any advertisements and you must satisfy yourself by asking any questions you may have by email exchange or telephone with the Owner prior to your arrival.
22. After arriving if you do not consider that the Cottage is not fit for your occupation for any reason, you must contact the Owner immediately in order that an investigation can be made. The Owner will not consider any claim or complaint arising from an alleged defect or misdescription of Creekside Cottage unless you inform the Owner within 24 hours of your arrival at Creekside Cottage.

Your obligations

23. The Owner makes every effort to ensure that Creekside Cottage is clean and well presented on your arrival. You should report any problems, damage or defects noticed on arrival to the Owner within 24 hours, failing which the Owner will assume you are responsible for any breakage, loss or damage identified after checkout. An email or voicemail message should be left on the contact number if the call is not answered. This is the quickest way of resolving any problems that might occur. Claims for goodwill payments or compensation for issues or problems that were not reported within 24 hours of arrival or as soon as they occurred will not be accepted.
24. The Owner respectfully asks that you and your guests fully observe any instructions, house rules or safety related advice in the Guest Information Packs provided
25. The Owner expects you and your guests to maintain and leave Creekside Cottage and all furniture, fittings and effects, in or on the property, in the same good order, state of repair, condition and cleanliness as you found it at the start of your holiday.
26. Smoking is strictly prohibited inside Creekside Cottage. If this is not respected the Owner may deduct £100 from the Good Housekeeping deposit.
27. In the unlikely event of an appliance breaking down, please report this to the owner, who will have the matter rectified as quickly as possible. The Owner will not accept any claim from you should it not be possible to resolve the issue immediately, (e.g. a part may need to be ordered).
28. The Owner understands that accidents occasionally happen and may not ask you to pay for minor breakages or losses, however these must still be reported straightaway. Breakages, loss or damage during the holiday should be paid for by you before departure if requested.
29. The Owner will try to make arrangements with you in advance but may enter Creekside Cottage at any reasonable time to carry out any essential maintenance or emergency repairs.
30. The Owner is entitled to terminate your hire and repossess Creekside Cottage at any time where in their opinion you or your guests have caused significant or malicious damage. In these exceptional circumstance there will be no refund for the remaining hire period.

Pets

31. Up to 3 well behaved dogs are welcome by prior agreement with the Owner, at an extra charge per dog per booking. No cats or other pets are permitted. Dogs are accepted on condition;
 - a. You provide a dog bed for them during their stay.
 - b. They are not under 18 months old
 - c. They are kept under control and exercised off the premises
 - d. If they soil Creekside Cottage or gardens, you will clear this up, clean, bag and seal and dispose of in the Dog Waste bins located in Mylor or along Church Road towards the Yacht Harbour.
 - e. They are not permitted upstairs (please use the stair gate) or on the furniture.
 - f. They must not be left inside Creekside Cottage unsupervised. This is for the safety of our Housekeepers, your pets, and the Cottage (The Guest Information contains details of a local dog sitter)
 - g. Any damage caused by dogs will be charged.

Departure and return of the Good Housekeeping Deposit

32. Subject to you fully observing these Terms and Conditions, the Good Housekeeping deposit will be refunded back to you within 14 days of departure (less 3% of any payments made by Paypal).

33. Should it be necessary to deduct any additional costs incurred by the Owner from the Good Housekeeping Deposit you will also be responsible for any costs which exceed the deposit.

General Conditions

34. WiFi internet access is provided free of charge for recreational purposes and is not meant for business use. The Owner cannot guarantee the integrity of the internet connection as BT signals can be subject to occasional network issues from time to time.
35. The Owner will take all reasonable steps to ensure that you have an enjoyable holiday but cannot prevent building or maintenance works being carried out in the road or at neighbouring properties and will not accept any claims in this regard.
36. The Owners will refund the accommodation costs of your holiday pro-rata in the event that your contract for hire ends by virtue of paragraph 6b, 6c or 6d causing you to vacate Creekside Cottage before your scheduled departure date. The Owners' will not be liable to you for any other expenses or compensation claims.
37. **Damages for failure to vacate.** It is very important that our Guests vacate in accordance with paragraph 6 to enable us to clean and disinfect Creekside Cottage as planned. If you fail to do so and remain in un-licensed occupation for whatever reason, you will be liable to the Owners for the damages at the rate of £2,000 per week or part week (running Saturday to Saturday) for the entire period of your extended occupation plus any additional direct costs the Owners incur including legal fees and liability to compensate or refund guests whom we have to cancel as a result of your unauthorised stay.
38. **Force Majeure:** The Owner is not liable to you for full or partial refund or compensation if they are prevented or delayed from carrying out their obligations to you by in the event of failure or interruption of any services or facilities. events, omissions, accident, breakdown of plant or machinery, fire, flood, storm or default of suppliers or contractors beyond their reasonable control, including (without limitation) strikes, lock-outs or other industrial disputes (whether involving the Owner or any other party), failure of a utility service or transport network, act of God, war, riot, civil commotion, malicious damage, compliance with any UK law, Governmental or Local Authority order, rule, regulation, or guidance.
39. Notwithstanding clause 38 above, if by 7 days in advance of your holiday we are prevented from performing our Holiday Let service as a consequence of pandemic control legislation or related government or Cornwall Council guidance, we will declare the performance of your booking "prevented by force majeure" and will mitigate losses by offering you a refund of all payments made by you, less a deduction by us of 10% of the total cost of your holiday towards mitigating our own costs.
40. The Owner does not expect to make any changes to your booking before it commences however in the event that a confirmed booking has to be amended or cancelled by the Owner due to the Owners' own unforeseen personal circumstances, a full refund will be made. The Owner will not be liable for any additional expenses or compensation claims.
41. Should the Owners' deem Creekside Cottage unsuitable for occupation during your stay for any reason then the Holiday Let will be terminated and pro-rata refund will be made. The Owner will not be liable for any additional expenses or compensation claims.
42. Data Protection. The Owner will use your personal information for the purpose of processing your booking, carrying out their obligations to you in accordance with these Terms and Conditions, or contacting you where you have given permission to notify you of Returning Guest or other Offers. The Owner will also pass on the necessary minimum information to any agent or assignee of the Owner that is required to fulfil their obligations to you under the Contract or to any third party where they are obliged to hand over information under contract or

UK law. The Owner will not, under any circumstances, pass on yours or your guests' personal data to any third party for marketing and advertising purposes.

43. None of these terms and conditions deny you or the Owner their statutory rights