

TERMS AND CONDITIONS

CONTRACT OF HIRE

Porthleven Harbour Cottages (PHC) act only as booking agents for the Owners of the property. The contract of hire shall be between the Hirer and the Owner of the individual property and not between the Hirer and PHC. The contract of hire is binding when a deposit has been received by PHC and when confirmation of the booking has been sent to the Hirer by PHC.

BOOKING CONDITIONS

A non refundable deposit of one third of the total rent plus a £10 booking fee is payable at the time of booking with the balance due 8 weeks before the date of arrival. For bookings made within 8 weeks of the holiday, full payment is required at the time of booking.

PAYMENT OF BALANCE

On payment of the balance, details of the key arrangements and any other necessary information will be sent to the Hirer. **PLEASE NOTE WE DO NOT SEND REMINDERS FOR THE BALANCE.** Non-payment of the balance by the due date will entitle PHC to treat the booking as a cancellation and they will be entitled to endeavour to re-let the property.

CANCELLATION

Cancellations must be made to PHC in writing as soon as possible. In the event of cancellation, PHC will make every effort to re-let the property. If the cancellation is within 8 weeks of the holiday and full payment has been received, PHC will refund the balance in the event they are able to re-let the property. Deposits are non-refundable. If, however, the property is not re-let and the balance has not been paid, the Hirer is responsible for the full

payment. **WE STRONGLY RECOMMEND THAT YOU TAKE OUT HOLIDAY INSURANCE.**

PAYMENT

Payment can be made by cheque to “Porthleven Harbour Cottages”, by bank transfer or by debit/credit card over the phone. There is no charge for debit cards. Credit cards are subject to a 2% charge (3.5% for AMEX).

SIZE OF PARTY

The number of people staying in the property must be stipulated on the booking form and under no circumstances can this be exceeded. The Hirer and their party have the right to occupy the property for the purpose of the holiday and for the agreed dates only. The person who completes the booking form certifies that:

The signatory is authorised to agree to the booking conditions on behalf of all persons on the booking form.

The signatory must be over 18 years of age and a member of the party occupying the property.

The signatory has agreed to take responsibility for the occupying party.

ARRIVAL AND DEPARTURE

In order to allow time for thorough cleaning and checking, the property must be vacated **by 10am**. Arrival can be any time **after 4pm**.

CHANGEOVER DAYS

All changeover days are Friday or Saturday. Between November and March short breaks are available in most properties and at short notice at other

periods. A 3 night weekend break or a 4 night mid week break is charged at 70% of the full price for the property.

PETS

Well behaved pets are only permitted in a property if stated in the website or brochure description and any conditions must be adhered to. Under no circumstances are pets allowed in bedrooms or on the furniture and any trace of them must be removed from the property and garden area at the end of the holiday. **NB – ALLERGY SUFFERERS PLEASE NOTE THAT PHC CANNOT GUARANTEE THAT ANY PROPERTY IS 100% PET FREE.**

REFUSAL OF BOOKINGS

PHC on behalf of the Owner reserve the right at their absolute discretion to cancel any booking upon giving the Hirer reasonable notice in writing. PHC on behalf of the Owner reserve the right at their absolute discretion to refuse to accept any booking.

LINEN

Bed linen and towels are provided in all properties with the exception of cot linen. Beach towels are only provided if stated in the property description. This is normally on request and should be requested on the booking form at the time of booking.

PROPERTY INFORMATION AND PRICING

PHC reserve the right to amend prices quoted on the website and in the brochure due to omissions and errors. Every effort is made to ensure that information on the website and in the brochure is correct but neither PHC nor the Owner accept liability for any omissions or errors.

CHANGES TO BOOKINGS

Once a booking has been accepted, PHC cannot guarantee any change of week. A change of property will be treated as a cancellation and full payment would still be required for the original property if it could not be re-let.

COMPLAINTS

Any complaint should be made to PHC as soon as possible so action can be taken to resolve the problem. Under no circumstances will correspondence be entered into after the letting period if PHC were not informed of a problem or given the opportunity to resolve the matter. PHC cannot be held responsible for the likes and dislikes of the Hirer.

DESCRIPTIONS

While every effort is made to provide accurate descriptions of the property, this will not create any liability on the part of PHC or the Owner. Some of the properties have steep or narrow stairs or different levels between rooms. Should there be any specific health or mobility difficulties which may affect a party member, PHC request that this is pointed out at the initial reservation stage so the suitability of the property can be established.

BOOKING A TRADITIONAL COTTAGE

The majority of Cornish cottages date back over 100 years and were constructed from granite which is a porous stone. Some of the properties can be prone to damp and flaking paint, particularly in wet weather and the winter months. In spite of every effort by PHC to continually monitor this problem you may well find the odd damp patch. To those not used to such properties it may seem illogical to open windows but older cottages do require a certain amount of ventilation, in particular to alleviate condensation and musty smells and therefore windows should be left open as much as possible to allow the air to circulate. PHC do not, of course, suggest that you leave windows wide open

during wet weather or when not occupying the property; however, some ventilation is necessary. The older properties are extremely popular as they offer a great deal of character and charm and your enjoyment will not be disturbed if you understand their special needs.

ISSUES BEYOND OWNER'S CONTROL

Neither PHC nor the Owner accept responsibility for any construction, building or repair work carried out at an attached or adjacent property during the holiday period. Whilst PHC will always endeavour to ensure that all advertised services are in fully working order, no refund will be due if this is not the case and it is beyond their control.

NON AVAILABILITY OF PROPERTY

Should the property not be available for reasons beyond the control of PHC or the Owner (e.g. fire, flood, theft, sale) on the date booked, all monies paid by the Hirer will be refunded. The Hirer will have no further claim against PHC or the Owner.

ACCESS FOR REPAIRS

The Hirer must notify PHC of any defects as soon as possible and must permit PHC, the Owner or any person appointed by PHC or the Owner to enter the property at any reasonable time to carry out any necessary repairs.

LIABILITY

Neither PHC nor the Owner can be held responsible for any damage, loss, expense, inconvenience or injury suffered by the Hirer or any person connected to the letting or any loss or damage to personal belongings whilst in the property.

DAMAGE BY THE HIRER

In the event of any damage to the property or if excessive cleaning is required, PHC or the Owner reserve the right to obtain an additional payment from the Hirer, either by cheque or by deduction from the debit/credit card used.

USE OF PROPERTY

The Hirer is responsible for the care of the property for the duration of the letting period and to leave it in a clean and tidy condition. The Hirer must not do anything that may reasonably be considered to cause a nuisance or annoyance to the occupiers of any adjoining or neighbouring premises.

TELEPHONE

The Hirer will pay the cost of any telephone calls or excessive internet charges if requested to do so by PHC or the Owner.

CALL OUT CHARGES

A charge may be made if the Hirer requests a call out by an engineer or technician and the problem is found to be the fault of the Hirer.

LEFT PROPERTY

The Hirer should ensure that all their personal belongings are removed at the end of the letting period. Items will be returned upon receipt of the full postage plus an additional £5 handling charge. Items not claimed after one month will be disposed of.