

TREWERRY COTTAGES TERMS AND CONDITIONS

Bookings are made and accepted only on the following conditions.

1) Definitions

- a) The 'Owner' means the owner of the Property.
- b) 'The Client' means the person making the booking and the members of their party.
- c) 'The Property' and 'The Accommodation' means the Cottage let to the Client.

2) Parties

- a) When the Client makes a provisional booking, a contract is made between the Client and the Owner. The Owner is responsible for providing the Property to the Client in the appropriate condition, as defined by the Visit Britain 4-star rating terms.
- b) The Client accepts responsibility for payment.
- c) The Client who makes the booking is responsible for everyone in their party.
- d) The Client who makes the booking agrees to ensure all members of their party have read, understand and that they will abide by the terms and conditions.

3) Liability

- a) Owner does not accept liability for any loss or damage to the Clients possessions or motor cars whilst at the property.
- b) The Owner reserve the right to cancel any booking owing circumstances beyond our control (e.g. fire damage). Any charges paid in advance by the Client will be refunded in full, but the Client shall have no further claim against the Owner or Agent.
- c) Disclaimer: All properties are used at the Cleints own risk. Special care must be taken by the Client where there is a pond, stream or elevated ground. Parents should ensure that their children are supervised at all times.

4) Smoking

- a) All Properties operate a strict no smoking policy.

5) Pets

- a) Two pets per property.
- b) Pets must be flea treated before entering the property.
- c) Pets are to be kept under control at all times.
- d) All droppings on the premises should be placed in the bin in the recycling shed prior to departure.
- e) Grooming is important – muddy paws and sandy coats are not welcome indoors.
- f) Pets are not permitted in the bedrooms or on the furniture.
- g) Pets are not to be left unsupervised on the premises as this can result in damage to the property and distress to the pet.
- h) All bedding must be provided for pets to sleep on.
- i) Pet hairs must be vacuumed & swept up from the property prior to departure.
- j) Any paw, nose or tongue "prints" to be cleaned from floors, windows, doors etc., prior to departure.
- k) Please also note that the grounds are adjacent to working farms with livestock and resident cats.

TREWERRY COTTAGES TERMS AND CONDITIONS

6) Maintenance

- a) Any maintenance issues must be reported to the Owner during the hours of 9am to 6pm.

7) Personal injury

- a) The Owner accepts no responsibility for personal injury to Clients, or loss of or damage to their property, or for other matters over which the Owner has no control.

8) Holiday tenancy

- a) This agreement is made on the basis that the property is to be occupied by the Client for a holiday as mentioned in the Housing Act 1988 Schedule 1 paragraph 9 and the Client acknowledges that the tenancy granted by this agreement is not an assured tenancy and that no statutory periodic tenancy will arise when it ends.
- b) Definitions:
 - i) An infant is younger than 18 months.
 - ii) A child is older than 18 months and under 18 years old.
 - iii) An adult is over 18 years of age.
 - iv) A child and adult count towards a party size, the cottages are only equipped to handle 1 infant per property.
- c) Bowgie Guest Policy
 - i) One infant under the age of 18 months will be free.
 - ii) No children allowed.
 - iii) No more than two people in the Bowgie plus one infant.
- d) Granary Guest Policy
 - i) One Infant will be free, The Granary has a travel cot and high chair available.
 - ii) Any child over 18 months will count as a third person.
 - iii) No more than four people in the Granary plus one baby (under 18 months)

9) Deposit

- a) A deposit of 25% of the total cost of the holiday must be made to secure a tenancy. Deposits are non-returnable.

10) Damage and Behaviour terms

- a) The Client agrees to be invoiced up to the value of £150 after a vacant property check, in lieu of an up front charge. Failure to pay an invoice will result in legal proceedings and credit reference scores will be affected.
- b) No charge will be made provided the following provisions are met:
 - i) The beds are stripped at the end of Tenancy.
 - ii) All debris, rubbish and discards are removed
 - iii) No linens or towels are lost or damaged.
 - iv) All soiled dishes and cooking utensils are cleaned and put away.
 - v) The fridge is emptied and clean, The oven and hob are clean.
 - vi) No damage is done beyond normal wear and tear.
 - vii) No late departure.
 - viii) The tenant is not evicted by the owner or police.

TREWERRY COTTAGES TERMS AND CONDITIONS

- ix) The Client must report any pertinent issues that may occur with the property, such as appliance / fixture breakdowns, failure to do so in a timely may incur extra expense to the Owner that may added to a charge.
- c) The use of portable hot tubs is not permitted.
- d) The charging of electric cars for the gain of the client from the cottages or utility room is not permitted. See section 24)e). Section 17)a)ii) may apply in egregious violations.

11) Balance of payment

- a) Once a booking is confirmed, the Client is responsible for the balance of the cost of the holiday, the balance is due 28 days before tenancy starts.

12) Late bookings

- a) Bookings made less than 28 days before the tenancy must be accompanied by full payment.

13) Non-payment of Balance

- a) The Owner reserves the right to re-let any holiday where the balance outstanding is more than 7 days in arrears. If the Owner is unable to re-let the holiday the Client will remain liable for the outstanding balance.

14) Accommodation Becoming Unavailable

- a) In the event and for whatever reason the accommodation becomes unavailable, the Owner will refund all monies paid or a proportion in the case of curtailment. Examples include fire damage or National Lockdowns.

15) Alteration to Booking

- a) If a change is required, a rebooking must be made and is subject to a £25 charge.

16) Cancellations

- a) The Owner will attempt to re-let the accommodation, and if successful the balance of the cost will not be due, or if already paid, will be refunded via BACS. The deposit is retained except when 16)c) is applied.
- b) If the client or a member of the clients party contracts a NHS notifiable disease, the client will not be able to travel to the property and clause 16a will apply. Clients are encouraged to take out their own holiday insurance to cover against such eventualities, and exercise caution before travelling.
- c) If the client has purchased a Flexible booking direct from TrewerryCottages.com then monies received will be refunded by BACS to their nominated UK bank account.
- d) If the client has booked through an online booking agent (Eg Booking.com) then the agents policies apply.

17) Breaking the Terms and Conditions

- a) The Clients rights to occupy the property may be forfeited without compensation if:

TREWERRY COTTAGES TERMS AND CONDITIONS

- i) More people or dogs than specified on the Booking Form attempt to take up occupation.
- ii) Any activity is undertaken which may cause unreasonable cost, damage, noise or disturbance.

18) Complaints

- a) In the event of there being cause for complaint concerning the Property, please contact the Owner between the hours of 9am and 6pm. In no circumstances will compensation be made for complaints raised after the tenancy has ended when the Client has denied the Owner the opportunity of investigating the complaint and endeavouring to put matters right during the tenancy.

19) Internet

- a) Internet access is a complimentary service and is not included in accommodation costs. Though very reliable the connection may have variable speed, drop outs and contention issues. The owners accept no liability arising from service or equipment failure.

20) CCTV

- a) The car park and courtyard entrance are monitored by CCTV for our mutual security. Both are public areas.
- b) There is no CCTV in the courtyard or cottages.
- c) By making a booking the Client accepts that they may be recorded when accessing the car park or cottages.

21) Climate

- a) Cornwall is a peninsula that projects Westwards into the Atlantic. Our climate is Maritime and rainfall is approximately 1200mm pa at Trewerry. Indeed parts of Cornwall may be defined as temperate rain forest as rainfall often exceeds 2000mm. As such relative humidity (RH) is much higher than other parts of the UK, especially the East, generally exceeding 80% RH. This is compounded by the fact the cottages are located in a valley. Consequently internal humidity may also be higher. During summer months as ambient temperature increases so will internal relative humidity, reaching 70-75% RH in our cottages.
- b) By making a booking the Client accept that humidity inside the property may occasionally be higher than is recommended in modern buildings.

22) Access by the Owner

- a) The Property Owner or his representative shall be allowed access to the holiday accommodation at any reasonable time during any holiday occupancy.

23) Occupancy

- a) It is important that properties are vacated by 10am. Failure to do so may result in an additional invoice. Properties may be occupied after 4pm.

24) Car park shed socket (Car charging)

TREWERRY COTTAGES TERMS AND CONDITIONS

- a) A standard 13amp UK socket located in the car park shed. It may be used for car battery charging. It is remote controlled and is activated if an optional daily fee has been paid before arrival.
- b) The socket may be activated during a stay, a daily fee will apply for the remainder of the stay and will need to be paid in advance.
- c) The socket may need be shared with another paying user from the neighbouring cottage, (I.E Bowgie or Granary). If this is the case the users will need to agree a time allocation between themselves.
- d) No reduction in fee is applicable when there are more than one users of the socket.
- e) Cars may only be charged from this socket.
- f) Use of splitters is strictly prohibited.

Charges to the Terms and Conditions

- g) Changes to the terms and Conditions take immediate effect and apply to all tenancies once posted to trewerrycottages.com.