

Booking Form

Cornish Riviera Holidays, Westcotts Quay, St Ives, Cornwall TR26 2DY Phone: 01736 797891 Email: info@cornishrivieraholidays.co.uk

Name and address of person making booking (in block letters)		
Details of how you heard of us		
Mr/Mrs/Ms	First name	Surname
Street		Town
County		Postcode

Contact
Home phone
Mobile phone
Email

Holiday date from	Holiday date to
1	
2	
3	

Property name	Page no.
1	
2	
3	

Full names of party members (including person making booking)	age if under 18	Full names of party members	age if under 18
1		5	
2		6	
3		7	
4		8	

Item	Towel set (£10 p/w)	Cot (£35 p/w)	High chair (£30 p/w)	Dogs - If allowed (£20 p/w)	Parking (if available) £60p/w
Number Required	x	x	x	x	x

1/3 of the rental (or full rental as final balance)	£ (to nearest pound)
Booking fee	£ 30.00
£200 damage deposit (payable with final balance)	£
Extras i.e. linen/parking etc (payable with final balance)	£
Enclosed cheque (made payable to Cornish Riviera Holidays)	£

Please tick the box/es if you wish to receive occasional newsletters by email and/or annual brochure from Cornish Riviera Holidays in the future.

Please visit our website to pay online by debit card.

I have read and accept the Conditions of Booking and Guest Information and am over 18 years of age and agree to be wholly responsible for the balance of the rental for the property/properties booked, all in accordance with the Conditions of Booking. I agree to leave the property in a clean and tidy condition and to be responsible for any and all damage or breakages howsoever caused.

Signature _____

Date _____

Conditions of Booking

Please read the terms and conditions of booking carefully as you are legally bound by these when you complete the Cornish Riviera Holidays booking form. These conditions supersede all previous conditions of booking and do not affect your statutory rights.

The trading address of Cornish Riviera Holidays is Westcotts Quay, St Ives, Cornwall TR26 2DY.

- A. Cornish Riviera Holidays is the property letting agent and is referred to as the Agent.
- B. Customers renting property are referred to as the Guest.
- C. The owner of the property is referred to as the Owner.
- D. The rental arrangements are made by the Agent, who acts for the Owner of the property and the hiring contract is directly between the Guest and the Owner.
- E. The holiday property including private car spaces hired through the Agent are referred to as the Property.

1. Duration and times of holiday letting

All holiday lettings are for a maximum of 4 weeks and will commence after 3pm on the first day of the letting and terminate at 10am on the final day when keys must be returned to the Agent's office. This period is known as the Holiday Letting.

2. Deposit

If a booking is made four weeks or more before the Holiday Letting is due to start, a deposit of one third of the rental plus a non-refundable £25 booking fee is payable.

If a booking is made less than four weeks before the Holiday Letting is due to start, the full rental, the non-refundable £25 booking fee, any additional charges and the £100 refundable damage deposit must be paid at the time of booking.

Upon payment of the deposit and subject to the acceptance of the booking the Guest becomes liable for the balance of the rental along with any additional charges. This will be detailed on the Booking Confirmation.

Should the Agent not accept a booking request, the rental and any additional charges paid by the Guest will be refunded immediately.

3. Final payment

The balance of the full rental, any additional charges plus the £100 refundable damage deposit for the Holiday Letting is to be received not less than four weeks before the commencement of the Holiday Letting.

The balance Due Date will be set out on the Booking Confirmation. The Due Date should be noted by the Guest as reminders will not be sent by the Agent.

If the deposit payment was made by debit card, the balance of the Holiday Letting will be automatically taken by the Agent from the same card on or shortly after the Due Date. If the Guest prefers to pay by another method, the Guest should contact the Agent one week prior to the Due Date.

Non-payment by the Due Date may be treated as a cancellation and the deposit paid may be forfeit.

4. Changing a booking

Once a booking has been made, the booking can only be changed to another property by treating the original booking as a cancellation.

The dates of the Holiday Letting may be changed within the same year providing the same property is available for the new dates and the Owners accept the change. In this case, a £25 re-booking fee and any rental difference is payable by the Guest to the Agent.

5. Rental amendments

The Agent and the Owner reserve the right to amend the advertised rentals due to property upgrade, errors or omissions. The Guest will be notified of such changes and given the right to cancel the booking if the amended rental is significantly higher than originally advertised.

Any change in the rate of VAT will be borne by the Guest subject to Point 14.

6. Cancellation

Cancellation for any reason is the total responsibility of the Guest. The Agent advises the Guest to organise comprehensive insurance. Any cancellation or amendment, for whatever reason, must be confirmed in writing and received prior to the commencement of the Holiday Letting. Upon receipt

of any cancellation the Agent will endeavour to re-let the property for the period concerned or any such part thereof as may prove possible. If such a re-letting can be arranged then the Agent shall, at its sole discretion, refund the monies paid less any and all costs incurred in re-letting, including a £30 administration fee. If the property is not re-let for any reason then the Guest is legally liable for the full rental.

7. Eligibility

We regret that the Agent cannot accept any bookings from persons under 18 years of age.

All lettings are for holiday purposes only within the meaning of Schedule 1, Paragraph 9 of the Housing Act 1988 and only to the persons named on the booking form. The exact number of persons allowed in the property is clearly stated in every property description. Under no circumstances may more than the maximum number of persons stated occupy a property. The Agent and the Owner reserve the right to refuse admittance and terminate the letting forthwith if this condition is not observed, in accordance with Point 18.

8. Guest obligations

The Guest agrees:

- a. that a damage deposit of £100 is payable with the balance of rental by the Due Date and will be refunded to the Guest within 2 weeks provided that the property is left in an acceptable condition and no expenditure is required to rectify any loss or damage to the property (reasonable wear and tear excluded).
- b. they are totally responsible for the property during the Holiday Letting and is expected to take all reasonable care of it. The property must be left in a clean and tidy condition otherwise an extra cleaning charge could be made.
- c. all damage, breakages or breakdowns must be reported immediately so issues can be put right before the arrival of the next guests.
- d. to allow the Owner and the Agent reasonable access to the property.
- e. not to part with possession of the property except with members of the party shown on the booking form.
- f. not to sell or transfer the booking to another party without the Agent's written agreement.
- g. not to exceed the total number of guests allowed as stipulated in the property description and cots only to be occupied by a child up to 2 years of age.
- h. not to cause an annoyance or become a nuisance to occupants of neighbouring properties.
- i. to observe non-smoking policy.
- j. to ensure that all members of the Guest's party are familiar with the layout of the property including the location of exits, windows, keys and all fire safety equipment.
- k. that should the Guest or any of the Guest's group vacate the property after 10am on the day of departure or leave the accommodation in an unacceptable condition for occupation by the following Guest, the Guest will be liable for all costs in making good damage, breakages, missing items, loss of income and cleaning charges as incurred. Where any costs incurred exceed the damage deposit held, the Guest will be liable to pay the excess charges.
- l. that should the Owner be dissatisfied with the condition of the property upon the Guest's departure, they may refuse to take a booking from that Guest again.
- m. that if a Guest is excluded from two or more properties by different Owners, then the Agent has the right to refuse any more bookings from that Guest, at any other property.

9. Non-availability of property

The booking is made on the understanding that the property and/or parking space will be placed at the Guest's disposal on the date stated in the Booking Confirmation depending on Point 7- Eligibility. If this should not be possible through circumstances beyond the Agent or Owner's control (including but not limited to: fire, theft, damage etc.) neither the Agent nor the Owner can guarantee to provide an alternative holiday let and/or parking space, in which case the booking deposit and rental, if paid, will be returned in full but the Guest will have no claim against the Agent or the Owner.

10. Liability

The use of the Property is entirely at the Guests' risk and the Guest is responsible for their own belongings. Neither the Owner nor the Agent can accept responsibility or pay compensation for failure to perform any of its obligations if such failure results from events, circumstances or causes beyond its reasonable control. The Agent and the Owner shall have no liability for any death or personal injury unless this results from the negligence of the Agent or the Owner. The Agent accepts no liability for any acts or omissions of the Owner, to include any shortcomings or defects with the Property. The Agent's total liability in respect of any losses arising in relation to the letting of the Property shall not exceed the amount paid by the Guest to the Agent for the Property.

11. Complaints

Any complaints regarding the property must be made to the Agent within 24 hours of arrival so that remedial action can be taken if necessary. If the Agent or Owner is denied the opportunity to investigate or act upon the complaint during the Holiday Letting then the Guest will waive all rights. In no circumstances will compensation be paid for complaints made after the Holiday Letting has ended.

12. Dogs

Dogs, where allowed, are charged at an extra rate of £20 per dog per week. Dogs should never be left unsupervised in the property or allowed in any of the bedrooms or on any furnishings and should be kept under control and exercised outside. Neither the Agent nor the Owner can accept responsibility for their safety.

Neither the Agent nor the Owner can guarantee that a non-dog friendly property has never had a pet occupy it.

The Agent is happy to seek permission from the Owner to allow assistance dogs to occupy a non-dog friendly property prior to a booking being confirmed.

13. Bed linen

Bedding and bed linen is included in all properties and changed on changeover dates. Towels are provided in some of the properties (where the property page shows the towel icon) and where not included can be hired through the Agent and paid for with the balance of the rental, otherwise the Guest should bring their own. The Guest should provide their own beach towels, tea towels and bath mats.

14. VAT

Value Added Tax (VAT), where applicable, is included in the rentals and charges quoted.

15. Alterations

The Agent and the Owner reserve the right to alter, delete amenities or facilities either advertised or previously available without prior notice but will endeavour to inform the Guest of any changes including external facilities outside of the Agent's or the Owner's control.

The Agent and the Owner will endeavour to provide advance warning of nearby building or road works (in the event The Agent and Owner is made aware of such works in the first instance) if works may potentially compromise safety, access and the view from the front of the Property.

16. General

The information provided by the Agent, including but not limited to the Property details, photographs and facilities included in the rental is offered in all good faith and has been compiled with care and diligence. However, the Agent and the Owner do not accept any liability for discrepancies, disappointment, costs of travel or alternative accommodation, services or equipment hired through a 3rd party provider or any other items.

17. General Data Protection Regulation (GDPR)

The Agent will, on written request and in line with GDPR, provide the name and address of the Owner of any property which the Guest has booked. The full Privacy Policy can be viewed on the Agent's website: <https://www.cornishrivieraholidays.co.uk/privacy> or a paper copy can be provided on request.

18. Breach of contract

If there is a breach of any of these conditions by the Guest or any of their party, the Agent or the Owner reserve the right to enter the property and end the Holiday Letting and ask the Guest and their party to leave.

If there is a breach of any of these conditions by the Agent or the Owner, then the Guests have the right to end the Holiday Letting and leave.

Ending the Holiday Letting by either the Agent, the Owner or the Guest does not affect that party's other rights and remedies.

19. Governing law and jurisdiction

Any dispute will be governed by the non-exclusive law and jurisdiction of the English or Scottish Courts.

20. Authority to sign

The person who completes the booking form certifies that:

- a. he or she has checked the Property details and additional Guest information prior to booking;
- b. he or she is authorised to agree to the Conditions of Booking on behalf of all persons included on the booking form, including those substituted or added at a later date;
- c. the signatory is over eighteen years of age; and
- d. he or she agree to take responsibility for the party occupying the property and to notify the Agent if they are not a member of that party.

21. Discrepancies

In case of a discrepancy between these Conditions of Booking and any other content of the Agent's website, these Conditions of Booking shall prevail, but this shall not limit the Agent's liability for failure to supply the accommodation as described.

22. Validity clause

In the event that a court finds that a condition in these Conditions of Booking is illegal or void, the illegal or void point will be severed from the remainder of the Conditions of Booking, which will continue to be valid and have full force and effect.