

CORNISH HORIZONS BOOKING TERMS AND CONDITIONS

1. Booking

All bookings must be made through Cornish Horizons, 19 New Street, Padstow, Cornwall PL28 8EA, hereinafter referred to as 'the agent', who act as agents on behalf of the owner of the Property. The booking is a contract between the owner of the Property and the applicant (the person signing the booking form – known as 'the tenant' during occupation of the Property) for occupation of the Property for a specified period. A booking request will only be accepted on the agent's official booking form or the agent's website booking form, accompanied by the specified deposit or full rent (see below) and a contract will only exist between the applicant and the owner on receipt by the applicant of written booking confirmation from the agent. The agent reserves the right until then to refuse the booking and return any payments made.

2. Authority to sign

The applicant confirms that he or she has read and understood the description of the property being booked as found in the agent's current brochure (subject to any amendments on the accompanying addendum / supplement), brochure supplement or website (hereinafter called the 'property details'). The applicant is responsible for the property and ensuring that all members of the party observe these booking conditions and must advise the agent if the applicant is not a member of the party. The applicant must be over eighteen years old.

3. Eligibility and special conditions

Bookings to single sex parties in excess of two or groups of people where the majority of the party are under the age of 25 (in both cases whether for all or part of the period booked) will only be accepted if specifically agreed and, if so, special conditions might apply. The agent and owner also reserve the right to apply such special conditions to other applicants if they consider this to be appropriate. Such special conditions may include the requirement for references or for the payment of a special damage deposit (see clause 17) of an amount to be agreed. The owner is not required to give an explanation for any such requirement.

4. Property description and facilities

The agent makes every effort to provide an up-to-date true and accurate description of the property but the tenant accepts that minor differences may arise between the description or photographs and the actual property. All distances are approximate. The tenant is responsible for ensuring the selected property is suitable for their needs and for making any specific requirements or needs known to the agent.

5. Times and duration of letting

Lettings generally run from 3pm on the day of arrival to 10am on the day of departure unless specified to the contrary in the property details. Changeover days are as specified on the property details, unless otherwise agreed and noted on the applicants booking form. The period booked will be as stated on the booking confirmation and property information sent to the applicant who will be liable for any costs resulting from any unauthorized extension. Any agreement to arrive earlier or leave later than the times and dates booked must be made in writing with the agent.

6. Payment of rent

The full rent is due with bookings made less than 8 weeks in advance. A minimum deposit of 25% of the rent must be included with bookings made more than 8 weeks in advance and the balance must reach the agents at least 8 weeks before commencement of the tenancy (reminders are not sent). Dishonoured cheques or non payment of balances by the due date may be considered as a cancellation. Rents include VAT where applicable.

7. Payments from UK

Payments can be made by: (a) cheque made out to "Cornish Horizons" (NB will only be accepted if received more than two weeks before the holiday) (b) debit card*; (c) credit card* (Note that a non-refundable surcharge of 1.5% is payable when paying by credit card or a non UK debit card); (d) postal order or cash (the agent does not recommend making cash payments by post). If you wish to make payment by an alternative method please contact the agent with details. *NB The agent does not accept American Express cards.

8. Overseas payments

Payments from outside UK can be made in one of the following ways: (a) a UK debit card*; (b) credit card or a non UK debit card* (Note that a non-refundable surcharge of 1.5% is payable when paying by credit card or a non UK debit card); (c) cheque drawn on a UK bank and made out in pounds sterling [NB will only be accepted if received more than two weeks before the holiday]; (d) By bank draft made out in pounds Sterling from a UK bank. *NB The agent does not accept American Express cards.

9. Cancellation

All cancellations must be advised immediately by telephone followed as soon as possible by confirmation in writing. Where the applicant cancels the booking for any reason he/she will remain liable for the full amount of the rent. If, however, the agent is successful in re-letting the period or part thereof the agent shall return the rent paid for the period which has been re-let, less the following deductions: any reduction in the re-letting rent which the agent has had to make in order to re-let the property; £30 inc VAT agent's cancellation fee; any expenses incurred by the agent for additional administration or advertising; for overseas payment – any expenses incurred by the agent due to currency cheque negotiation or overseas postage. The applicant is not entitled to require the agent to re-advertise the property at the full asking rent unless he/she has already paid the full amount of the rent.

10. Property information folder

An information folder is provided in each property with important information about the property, local services and who to contact in case of problems. If missing, tenants must advise the agent immediately. Specific owners conditions with which tenants should comply may be included. The inventory included with the folder should be checked by tenants on arrival and any discrepancies reported immediately to the owner or caretaker otherwise the inventory will be deemed to be correct.

11. Changes to a booking

If an applicant wishes to change their booking to another property this will be treated as a cancellation (see above) and a new booking. Applicants wishing to change dates on the same property may do so provided the property is available and the owner is in agreement. In either event a £30 inc VAT re-booking fee is payable.

12. Non availability of property

If for any reason beyond the owners' control the property is not available for all or part of the period booked (e.g. fire damage) or the property has become unsuitable for holiday letting, the agent will make every reasonable effort to arrange for alternative accommodation. If this is not possible or acceptable to the applicant then the owners' and Cornish Horizons' liability shall be limited to the refund of all rents paid in respect of the period of unavailability.

13. Pets

Pets are only permitted where specified in the property details although some properties will accept an assistance dog. Additional payments are normally required for each pet at a rate per week (or part thereof) and are as specified in the property details. Specific owners rules may apply (e.g. to be excluded from certain areas) and in all cases tenants are to comply with the following rules: (i) pets are to be kept under control at all times, exercised off the premises and never left alone in the property. (ii) pets are to be kept off the furniture and are not permitted in bedrooms. (iii) pets are not to be allowed to mess in the garden and all "accidents" are to be cleaned up immediately.

There will be a charge made on discovery of evidence of contravention of these conditions following the tenant's departure. It should be noted that even where pets are not accepted the agent cannot categorically guarantee that there have been no pets at the property or in the grounds.

14. Breach of contract

The owner or agent on the owner's behalf reserves the right to terminate the tenancy, without refund, if there shall be a breach of any of these conditions (this is without prejudice to any of the other rights and remedies available to the owner).

15. Problems or complaints

Any problems or deficiencies with the accommodation or contents should be reported to the owner, caretaker or housekeeper (as appropriate) immediately or at least within 24 hours. Any complaints about the accommodation or failure on the part of the owner, caretaker or housekeeper to rectify problems must be reported to the agent within 24 hours. In both cases a prompt notification by the tenant is required to enable remedial action to be taken. On no account will complaints be accepted or correspondence entered into where complaints are made after the end of the tenancy since no opportunity to take remedial action was allowed.

16. Matters beyond the owners control

Neither the owner nor the agent can be held responsible for matters beyond their control such as:

- (i) noise, nuisance or disturbance resulting from building works, noisy neighbours or local events, etc.
- (ii) disruption of service from utility suppliers
- (iii) closure of shops or amenities described in the property details

17. Damage deposits and Special damage deposits

The owner of certain properties requires a damage deposit to be paid with every booking. Where required, this will be indicated and the amount specified in the property details. Under certain circumstances a special damage deposit, of an amount to be agreed, may be required by the owner of any property for bookings made by certain parties (see clause 3). These deposits are due, and will be paid in, at the same time as the balance or full payment of the rent. Provided that the owner does not require any deductions to be made, the deposit will be returned promptly after departure. If the owner instructs the agent to make any deductions as a result of damage or failure to comply with these booking terms and conditions, the balance will normally be refunded within 28 days of departure. The agent accepts these deposits on behalf of the owner and therefore cannot act on the tenant's behalf in any dispute between the owner and tenant; such disputes must be taken up directly with the owner of the property.

18. Tenants obligations

The tenant agrees:

- a) To comply with the restrictions noted in the property details (eg. no smoking).
- b) To pay the cost of all damage caused by the tenant, or tenant's party, to the structure, grounds, fittings or contents (fair wear and tear excluded). This is irrespective of whether any damage deposit paid is sufficient to cover this. This includes repairs, replacements and the cost of extra or special cleaning (e.g. stained carpet). All minor damage such as breakage of glasses, etc. should be rectified before leaving or, if impossible, payment made to the

caretaker or owner.

- c) Where electricity is not included in the rent or is not paid by a slot meter (in both cases see property details), to pay for electricity at cost price. The meter will be read before arrival and the tenant will be asked for payment on departure.
- d) To pay for any additional services which might be specified in property details (e.g. telephone calls).
- e) To take good care of the property during occupation, to use the property and its contents in a safe and appropriate manner, to read instruction booklets before use of appliances and to leave the property in a clean and tidy condition at the end of the holiday and to return all furniture to the place in which it was found on arrival.
- f) Not to share the property with anyone who is not a member of the party and not to exceed the total number of people specified on the property details unless agreed in writing.
- g) Not to assign, sublet or part with possession of the tenancy without the agent's approval and agreement in writing.
- h) To allow the owner or agent reasonable access for the purposes of inspection or repair.
- i) Not to cause annoyance or nuisance to occupants of adjoining properties.
- j) To comply with the security and safety precautions and rubbish disposal instructions in the property information folder (see above).
- k) To leave on time. The tenant will be liable for any extra costs incurred for staying beyond the departure time.
- l) At the end of the holiday to return the property keys from whence they came or otherwise as instructed by the agent or the owner and to pay the cost of replacement of any such keys or change of locks as result of the tenant's failure to return the keys.
- m) Not to arrive before the arrival time without specific agreement.

19. Personal Property

The owner is not responsible for tenants' personal property either during or after occupation of the property. If items are left behind the tenant should let the owner or caretaker know as soon as possible so that these can be searched for and returned if found. Reimbursement for postage, packing and any other expenses as well as an administrative charge will normally be required in advance. Items which are not claimed or where postage, packing etc. is unpaid will only be kept for a short period before being disposed of.

20. Insurance

The agent strongly recommends that tenants obtain their own comprehensive insurance cover for their holiday to cover such risks as cancellation, accident or breakdown (application forms can be sent for cancellation plan insurance on request). If the tenant has to cancel their holiday they must advise the agent whether or not they have cancellation insurance. Please note that in general most holiday homes only have standard building and contents insurance which does not include accidental damage cover.

21. The Tenancy and Jurisdiction

The tenant will have the right to occupy the property for a holiday within the meaning of Housing Act 1988 (Schedule 1, paragraph 9). In all disputes and interpretation of this contract English law and jurisdiction will apply. If a court finds that one of these booking conditions is illegal, void or unenforceable, in whole or in part, the remainder of the booking conditions will continue to be valid and have full force and effect.

22. Cornish Horizons liability

The agent is not liable for any act, neglect or omission on the part of the owner, the owner's representative or any other person not directly in the agent's employ. The agent is not liable for errors or misrepresentation in the property details or other information which has been provided by the owner or failure of the owner to keep the property and contents in good condition.

23. Data

The applicant acknowledges that the agent will take personal information such as the applicant's name, contact information etc. This will be used by the agent to process the booking and for marketing purposes such as sending brochures, supplements, newsletters, special offers. The agent will not pass this information on to third parties other than (a) in relation to bookings – the owner and the owner's employees (such as the owner's cleaner and caretaker) or (b) in relation to marketing by the agent and their data management – companies/individuals employed by the agent to undertake on the agent's behalf such tasks as sending brochures, managing/analysing data. The agent will also take details necessary to process card payments associated with bookings and will only pass this information on to the bank handling card payments.

These Booking Conditions were updated in September 2008 and these conditions supersede all previous editions.

Cornish Horizons is the trading name of Cornish Horizons Ltd.
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