

Property: Hillside, Crantock, Cornwall, TR8 5SG

Email: info@hillsidecrantock.co.uk

These Booking Terms and Conditions apply to all bookings made for Hillside, Crantock ("Hillside", "the Property" or "the Accommodation"). By making a Booking, the person making the Booking ("the Lead Guest") confirms that they have read, understood and agreed to these Terms and Conditions on behalf of all Guests included in the Booking.

These Terms and Conditions should be read together with the Booking confirmation issued by the Owners.

1. Definitions

In these Terms and Conditions:

"Owners" means the owners of Hillside, Crantock, Cornwall.

"Hillside", "the Property" or "the Accommodation" means the furnished holiday accommodation known as Hillside, Crantock, Cornwall.

"Lead Guest" means the adult aged 18 or over who makes the Booking and accepts these Terms and Conditions on behalf of all Guests included in the Booking.

"Guest" or "Guests" means the Lead Guest and all other persons named on the Booking and authorised to occupy the Property during the Booking Period.

"Booking" means the reservation of Hillside for the dates and number of Guests specified in the Booking confirmation.

"Booking Period" means the period for which Hillside has been booked, commencing at 3:00pm on the first date of the Booking and ending at 10:00am on the final date of the Booking.

"Stay" means the period during which the Guests occupy Hillside in accordance with the Booking.

"Rental Fee" means the total price payable for the Booking, as stated in the Booking confirmation.

"Deposit" means the initial 25% payment required to secure a Booking where the Booking is made eight weeks or more before the check-in date.

"Balance" means the remaining 75% of the Rental Fee following payment of the Deposit.

"Damage Deposit" means the refundable £150 damage and security deposit payable in accordance with these Terms and Conditions.

"Housekeeper", "House Manager" or "nominated staff" means any person authorised by the Owners to manage, inspect, maintain, clean, repair or otherwise attend to the Property.

2. Making a Booking

2.1 Bookings may only be made by a person aged 18 or over.

2.2 The Lead Guest must provide their full name, contact details and the names of the Guests who will occupy the Property. See Section 5 for further detail regarding Occupancy and permitted Guests.

2.3 All Guests staying at Hillside must be included on the Booking. The Owners reserve the right to refuse a Booking where insufficient or inaccurate information is provided.

2.4 The Lead Guest is responsible for ensuring that all Guests comply with these Terms and Conditions.

2.5 A Booking is not considered confirmed until the required payment has been received and the Owners have issued confirmation of the Booking.

2.6 Payment is to be made by bank transfer using the payment details provided by the Owners.

3. Payment Terms

3.1 Where a Booking is made eight weeks or more before the check-in date, a Deposit of 25% of the total Rental Fee is payable within seven days of the reservation being made.

3.2 The remaining 75% Balance is payable no later than eight weeks before the check-in date.

3.3 Where a Booking is made eight weeks or less before the check-in date, payment of the full Rental Fee is required at the time of reservation.

3.4 Once the Deposit or full Rental Fee becomes due, the Guest is liable for payment in accordance with these Terms and Conditions.

3.5 If a required payment is not received by the due date, the Owners may treat the Booking as cancelled by the Guest and apply the cancellation provisions set out in Section 8.

3.6 A refundable Damage Deposit of £150 is payable at the same time as the Balance, or at the time of Booking if this falls within eight weeks or less before the check-in date. Details for the Damage Deposit and its refund are set out separately in Section 13.

3.7 Failure to pay the Damage Deposit by its due date will be treated as cancellation of the Booking by the Guest.

4. Duration of Bookings

4.1 The normal maximum duration of a Booking is 14 nights.

4.2 The Owners may, at their discretion, agree to extend a Booking beyond 14 nights.

4.3 No Booking may exceed 28 nights.

4.4 Any extension must be agreed in writing with the Owners before it is confirmed.

5. Occupancy and Permitted Guests

5.1 Hillside has a maximum permitted occupancy of:

Six adults plus one infant occupying a cot (seven total); or

Minimum one adult plus up to five children, together with one infant occupying a cot (seven total).

5.2 There is an age limit of up to 2 years old for the infant using the cot. Above 2 years old the Guest will be classed as a child.

5.3 The maximum permitted occupancy must not be exceeded at any time.

5.4 All Guests staying overnight at Hillside must be named on the Booking and the ages of all children must be provided at the time of Booking.

5.5 Persons who are not included on the Booking are not permitted to stay overnight at the Property.

5.6 Guests are requested to notify the Owners in advance if visitors will be attending the Property during the day.

5.7 Day visitors must not result in unreasonable use of the Property, excessive noise, nuisance or the maximum permitted occupancy being exceeded.

5.8 Large parties, events, gatherings or groups of people are prohibited unless expressly agreed in writing by the Owners in advance.

5.9 The Property must be used solely for holiday accommodation and must not be used for commercial activities, parties, events or any unlawful purpose.

6. Pets

6.1 Traditional domestic pets may be permitted at Hillside at no additional charge. This is normally limited to 2 pets; however, additional pets may be permitted, subject to the Owners' prior approval.

6.2 Details of all pets must be provided at the time of Booking, including the type and number of pets.

6.3 The Owners reserve the right to refuse any pet at their discretion.

6.4 Exotic animals or pets are not permitted.

6.5 Pets must not be allowed to cause nuisance or disturbance to neighbours or other persons.

6.6 Where pets are staying at Hillside, Guests must use the pet throws provided by the Owners and ensure that they are placed on sofas, chairs and any other upholstered furniture before the pet is permitted to use such furniture.

6.7 Guests are responsible for ensuring that the throws remain in place throughout the Stay and must return them to the designated location at the end of the Booking Period.

6.8 Guests must take reasonable steps to prevent pets from causing damage, excessive hair contamination, staining or soiling to furniture, furnishings, bedding and other items within the Property. Any additional cleaning, repair or replacement costs arising from a failure to comply with this requirement may be deducted from the Damage Deposit and, where the cost exceeds the Damage Deposit, recovered separately from the responsible Guest in accordance with Section 13.

6.9 Guests must ensure that all pets staying at Hillside are up to date with appropriate flea and parasite treatments prior to and during the Stay. Guests are responsible for any additional cleaning, treatment or costs arising from fleas or other parasites introduced to the Property by their pet.

7. Arrival And Departure

7.1 Check-in is from 3:00pm on the first date of the Booking.

7.2 Check-out is by 10:00am on the final date of the Booking.

7.3 Guests must vacate the Property by the stated check-out time unless a later departure has been expressly agreed with the Owners.

7.4 Unauthorised late departure may result in reasonable additional costs being charged to the Guest.

8. Cancellation by the Guest

8.1 Cancellation must be notified to the Owners in writing by email to info@hillsidecrantock.co.uk.

8.2 The applicable cancellation charge will be determined by the period between receipt of the written cancellation notice and the scheduled check-in date.

8.3 Subject to the re-letting provisions in Section 9, the following cancellation scale will apply:

Time before check-in	Amount refunded
56 days or more	75% of the total Rental Fee
28–55 days	50% of the total Rental Fee
14–27 days	25% of the total Rental Fee
0–13 days	No refund

8.4 The retained amount is intended to reflect the Owners' potential loss arising from the cancellation, including the difficulty of re-letting the Property as the check-in date approaches.

8.5 The Damage Deposit will be refunded separately in accordance with Section 12, subject to any lawful deductions.

9. Re-Letting Following Cancellation

9.1 Where a Guest cancels a Booking within eight weeks of the scheduled commencement of the Stay, the Owners will make every reasonable effort to re-let Hillside for the cancelled Booking Period.

9.2 Re-letting will be subject to availability, demand and the time remaining before the commencement of the Booking Period, and the Owners cannot guarantee that the Property will be successfully re-let.

9.3 If Hillside is successfully re-let for all or part of the cancelled Booking Period, the Owners will provide a refund to the cancelling Guest in respect of the corresponding amount recovered from the replacement Booking, less a £50 management fee.

9.4 Where only part of the cancelled Booking Period is successfully re-let, any refund will be calculated on a pro-rata basis according to the amount actually recovered from the replacement Booking, less the £50 management fee.

9.5 Any refund under this Section will be made after the replacement Booking has been secured and the relevant payment has been received.

9.6 The re-letting provision does not prevent the cancellation charges in Section 8 from applying where Hillside cannot be re-let.

9.7 The Owners will not be obliged to accept a replacement Booking at a reduced rate solely for the purpose of generating a refund, although they may do so at their discretion.

10. Cancellation or Withdrawal by the Owners

10.1 The Owners will make reasonable efforts to ensure that Hillside is available for the confirmed Booking.

10.2 If circumstances outside the reasonable control of the Owners prevent Hillside from being made available for the Booking, the Owners will notify the Guest as soon as reasonably practicable.

10.3 Where the Owners cancel a Booking before the commencement of the Booking Period and are unable to provide suitable alternative accommodation, payments made for the cancelled Booking will be refunded, subject to any rights or obligations imposed by applicable law.

10.4 The Owners will not be responsible for additional losses, expenses or costs incurred by the Guest as a result of such cancellation to the extent permitted by law.

11. Transfer of a Booking

11.1 A Booking is personal to the Guests named on the Booking.

11.2 The Booking may not be transferred, assigned or passed to another person without the prior written consent of the Owners.

11.3 Any proposed change to the named Guests must be agreed in advance and may be refused at the Owners' discretion.

12. Care of the Property and Notification of Damage

12.1 Guests are expected to treat Hillside, its contents, furniture, fittings, appliances, fixtures, garden, grounds and surrounding property with reasonable care.

12.2 Guests must leave the Property in a clean and tidy condition at the end of the Stay.

12.3 All rubbish should be disposed of appropriately and all household items, crockery, equipment and furniture should be returned to their proper locations.

12.4 Guests are responsible for the reasonable cost of repairing or replacing items damaged, broken, lost or removed during the Stay, other than fair wear and tear.

12.5 Guests must notify the Owners as soon as reasonably practicable, and preferably at the time it occurs, of any damage, breakage, loss, defect or other significant issue affecting the Property.

12.6 Failure to notify the Owners of damage or an issue promptly may affect the Owners' ability to investigate or remedy the matter and may be taken into consideration when determining responsibility for any resulting loss or damage.

12.7 Guests must not attempt repairs or alterations to the Property, its fixtures, fittings or equipment without prior agreement from the Owners.

13. Damage Deposit

13.1 The Damage Deposit is intended to cover, where applicable, reasonable costs arising from damage, breakages, loss of items, excessive cleaning or other breaches of these Terms and Conditions.

13.2 The Damage Deposit will normally be refunded within seven days of the end date of the Booking Period, subject to any necessary inspection and subject to there being no outstanding sums properly due from the Guest.

13.3 Where a deduction is proposed, the Owners will provide reasonable details of the deduction.

13.4 The £150 Damage Deposit does not represent a limit or cap on the Guest's liability for damage, loss, additional cleaning, repair costs or any other sums for which the Guest is legally responsible.

13.5 Where the reasonable cost of damage, loss, repair, replacement, additional cleaning or other liability exceeds £150, the Owners reserve the right to seek payment from the responsible Guest for the balance exceeding the Damage Deposit.

13.6 Where appropriate, the Owners may pursue further reasonable measures to recover sums due, including obtaining quotations, invoices or other evidence of the cost incurred and seeking payment directly from the Guest.

13.7 The Damage Deposit is separate from the Rental Fee and is not intended to operate as a cancellation deposit.

14. Cleaning, Linen and Towels

14.1 A cleaning service is not provided during the Stay.

14.2 Clean bed linen, sheets and towels will be provided at the start of each Booking Period.

14.3 For Bookings exceeding seven nights, one additional set of fresh towels may be provided on request.

14.4 Guests must not remove towels or other household linen from the Property.

14.5 Guests are responsible for leaving the Property in a clean and tidy condition at the end of their Stay.

14.6 Excessive cleaning required as a result of unreasonable use of the Property may be charged against the Damage Deposit and, where the cost exceeds the Damage Deposit, recovered separately in accordance with Section 13.

15. Parking

15.1 Private parking is available for a maximum of two moderate sized domestic vehicles.

15.2 Guests are requested to use the private parking provided and to avoid on-street parking wherever reasonably possible.

15.3 Vehicles are parked at the Property at the owner's risk.

16. Smoking and Vaping

16.1 Hillside is strictly non-smoking and non-vaping.

16.2 Smoking and vaping are prohibited inside the Property.

16.3 Guests must ensure that smoking or vaping does not cause nuisance to neighbours or result in smoke entering the Property.

16.4 Any additional cleaning, damage or other reasonable costs resulting from smoking or vaping inside the Property may be charged to the Guest.

17. Visitors, Noise and Nuisance

17.1 Guests must behave reasonably and considerately towards neighbours and the local community.

17.2 Excessive noise, anti-social behaviour, nuisance, disturbance or unreasonable conduct is not permitted.

17.3 Guests are responsible for ensuring that all members of their party and any permitted visitors comply with these requirements.

18. Temporary Failure of Wi-Fi, Heating, Appliances or Other Facilities

18.1 Hillside is provided with various facilities and equipment for the enjoyment and convenience of Guests, which may include Wi-Fi, heating, domestic appliances, garden equipment and other facilities.

18.2 The Owners cannot guarantee that Wi-Fi, heating, appliances, garden equipment or other facilities will operate continuously and without interruption throughout the Stay. Temporary failures, interruptions, faults, breakdowns or circumstances outside the Owners' reasonable control may occur.

18.3 Guests must notify the Owners as soon as reasonably practicable of any failure, fault, damage or issue affecting the Property or its facilities and, wherever possible, at the time that the issue occurs or is discovered.

18.4 Following notification, the Owners will make reasonable efforts to investigate the issue. Details to supporting gaining access to the Property in order to inspect, repair or attempt to rectify the issue are set out in Section 19.

18.5 The Owners will make reasonable efforts to arrange repairs or remedies within a reasonable timeframe having regard to the nature of the problem, availability of parts, tradespersons and other relevant circumstances.

18.6 The Owners cannot guarantee that a fault or failure can be rectified during the Booking Period and shall not be held responsible where a facility, appliance, service or other item cannot be repaired or restored during the Stay, to the extent permitted by law.

18.7 Nothing in this Section is intended to exclude or restrict any statutory rights or legal protections which cannot lawfully be excluded or restricted.

19. Access to the Property

19.1 The Guest agrees to permit the Owners, Housekeeper, House Manager or other nominated staff or tradespersons access to the Property where reasonably required.

19.2 Wherever practicable, the Owners will give reasonable advance notice before accessing the Property.

19.3 Immediate access may be required without prior notice in an emergency or where necessary to protect the Property, its occupants or other persons.

20. Delivery of Goods and Materials

20.1 Guests must not arrange for the delivery of goods, materials, furniture, equipment or other items to Hillside without prior agreement with the Owners, with the exception of Guests online food and grocery delivery for consumption during their Stay.

20.2 The Owners reserve the right to refuse delivery of any item that has not been agreed in advance.

21. Insurance

21.1 Hillside does not provide travel, cancellation or personal holiday insurance.

21.2 Guests are strongly recommended to obtain adequate holiday and travel insurance before the commencement of their Stay.

21.3 Such insurance should, where appropriate, include cancellation, curtailment, illness, travel disruption and loss or damage to personal belongings.

22. Personal Belongings

22.1 Guests are responsible for their own personal belongings and possessions throughout their Stay.

22.2 The Owners of Hillside accept no responsibility for loss of or damage to the Guest's property, except where liability cannot lawfully be excluded or limited.

22.3 Guests should ensure that valuable possessions are appropriately insured.

23. Force Majeure

23.1 The Owners shall not be liable for any failure or delay in performing their obligations under a Booking where such failure or delay results from circumstances beyond the Owners' reasonable control ("Force Majeure Event").

23.2 Force Majeure Events may include, but are not limited to:

natural disasters; severe weather conditions; flooding; fire; epidemic or pandemic; war or threat of war; terrorism or civil unrest; government action or restrictions; changes in law or regulation; utility failure; interruption of essential services; major infrastructure failure; transport disruption; industrial disputes; damage to the Property caused by circumstances outside the Owners' reasonable control; or, any other event which could not

reasonably have been foreseen or prevented by the Owners.

23.3 Where a Force Majeure Event affects a Booking, the Owners will notify the Guest as soon as reasonably practicable and will take reasonable steps to minimise the effect of the event where possible.

23.4 Where a Force Majeure Event makes Hillside unavailable or prevents the Owners from fulfilling the Booking, the Owners' obligations and any refund due shall be dealt with in accordance with applicable law and the circumstances of the particular event.

23.5 Nothing in this Section is intended to exclude or restrict any statutory rights or legal protections which cannot lawfully be excluded or restricted.

24. Tenant Responsibilities

24.1 Guests must comply with these Terms and Conditions throughout the Booking Period.

24.2 Guests must provide accurate information when making the Booking.

24.3 The Property must not be occupied by more people than the maximum permitted occupancy.

24.4 The Property must not be used for any unlawful, commercial or inappropriate purpose.

24.5 Guests must take reasonable steps to secure the Property when leaving it unattended.

24.6 Guests must promptly notify the Owners of any significant problem affecting the Property, including any damage, breakage, loss, fault or defect.

25. Breach and Termination of the Stay

25.1 The Owners reserve the right to require the Guest and their party to vacate Hillside where there has been a serious or unreasonable breach of these Terms and Conditions.

25.2 Circumstances which may justify termination are set out in these Terms and Conditions.

25.3 Where the Guest is required to vacate because of their breach of these Terms and Conditions, no refund of the Rental Fee will normally be due, without prejudice to any rights the Guest may have under applicable law.

25.4 The Owners reserve the right to seek payment for any additional loss or damage caused by a breach of these Terms and Conditions, subject to applicable law.

26. Complaints

26.1 The Owners want Guests to enjoy their Stay at Hillside and encourage any concerns to be raised as soon as possible so that an opportunity can be given to resolve them.

26.2 Complaints or concerns should be sent to:

info@hillsidecrantock.co.uk

26.3 Where a problem arises during the Stay, the Guest should notify the Owners promptly and provide reasonable details of the issue.

26.4 The Owners will make reasonable efforts to investigate and resolve genuine complaints as quickly as reasonably practicable.

26.5 Guests should not wait until after departure to report an issue where it could reasonably have been addressed during the Stay.

27. Communication

27.1 The principal email address for communication concerning a Booking, including amendments, complaints and other enquiries, is:

info@hillsidecrantock.co.uk

27.2 The Lead Guest is responsible for ensuring that important information received from the Owners is communicated to all members of their party.

28. Authority to Book

28.1 The person making the Booking must be aged 18 or over.

28.2 By making a Booking, the Lead Guest confirms that they have authority to enter into the Booking on behalf of all Guests named on the Booking.

28.3 The Lead Guest accepts responsibility for ensuring that all Guests comply with these Terms and Conditions.

29. Data and Booking Information

29.1 The Owners will use information supplied by Guests for the purposes of administering the Booking, communicating with Guests, managing the Property and complying with applicable legal obligations.

29.2 Personal information will be handled in accordance with applicable data protection legislation.

30. Changes to a Booking

30.1 Any request to change the dates, duration, Guests, pets or other material details of a confirmed Booking must be made in writing.

30.2 Changes are subject to the Owners' agreement and availability.

30.3 The Owners may treat a significant requested change as a cancellation of the original Booking and a new Booking, where appropriate.

31. General

31.1 These Terms and Conditions are intended to provide clear and fair arrangements for both the Owners and Guests.

31.2 Nothing in these Terms and Conditions is intended to exclude or restrict any statutory rights or legal protections that cannot lawfully be excluded or restricted.

31.3 If any provision of these Terms and Conditions is found to be invalid or unenforceable, the remaining provisions will continue to apply to the extent permitted by law.

32. Governing Law and Jurisdiction

32.1 These Terms and Conditions and any Booking made under them shall be governed by the law of England and Wales.

32.2 Subject to any mandatory consumer rights, the courts of England and Wales shall have jurisdiction in relation to any dispute arising from or in connection with a Booking.

33. Acceptance of Terms

By making payment for a Booking, the Lead Guest confirms that they have read, understood and accepted these Terms and Conditions and agrees to ensure that all Guests included in the Booking comply with them.