

Sea Cove Cottage – Port Isaac

Terms and Conditions of Hire

The following are the Terms and Conditions of Hire between the Hirer and Marco Santucci ("the Owner"). The Terms and Conditions of Hire and the Booking Form combines to form the Hire Agreement.

The Hirer agrees to be bound by the terms and conditions and upon payment of the deposit and signature of the booking form the Hirer agrees to the following;

Sea Cove Cottage (the Cottage) and its equipment remains the property of the Owner at all times.

1) The Hirer;

- Shall not lend or hire the Cottage to a third party.
- Shall be liable for any and all damage to the Cottage and its contents caused during the tenancy by the Hirer and/or by members of the Hirer's party and to recompense the Owners without limitation for the full cost or repair or replacement as may be applicable.
- Shall take good care of the Cottage and its contents.
- Shall not smoke inside the Cottage.
- Shall not permit pets or animals inside the Cottage.
- Shall permit the owners, agents and house managers reasonable access to the Cottage.
- Shall not exceed the number of people shown on the Cottage description.
- Shall put out the rubbish daily.
- Shall leave all fires in a clean state and ready for use by the next guest. Any wood, coal or firelighters used shall be replaced by the Hirer.

The Hirer warrants and undertakes that he shall throughout the period of hire together with any person(s) he allows to use the Cottage take due and proper care of the Cottage and keep it in a first class condition. The Company reserves the right to recover any and/all damages and indemnity costs from the Hirer, to include damages associated with consequential and economic loss as a result of the Hirer or his/her guests failing to keep the Cottage in first class condition and being negligent in their use of the Cottage whether deliberate, reckless, negligent or otherwise.

2) Bookings and Payment

Bookings can only be secured when the Owner has received a completed Booking Form and a Booking Deposit of £150.

The Booking Deposit is non-refundable and shall be deducted from the letting charge.

Once the booking is secured the Owner will send the Hirer confirmation of the booking, receipt of the Booking Deposit and the final balance figure.

The final balance must be paid 6 weeks prior to the start of the Hire, otherwise the booking will no longer be secure and the Booking Deposit will not be refunded.

Late bookings are at the discretion of the Owner and if made within 6 weeks of the booking, the balance shall be paid in full with the return of the Booking Form.

The person signing the booking form must be over 18, be a member of the party intending to occupy, and certifies that he/she is authorised to agree the booking conditions on behalf of all persons included on the booking form, including those substituted at a later date.

All payments made to or by the Owner shall be made in pounds sterling and are fully inclusive of VAT.

3) Hire Period

3.1) Times and Dates

Standard start of the Hire is 3.00pm on the first day of the hire period and standard end is 10.00am on the final day of the hire period.

If the Hirer is unable to take possession of the Cottage at the standard time alternative timings can be made by prior arrangement and agreed with the Company and may carry an additional charge.

No refund is given for late possession or an early vacation of the Cottage for any reason, (e.g. accident, weather), cutting the hire period short.

3.2) Vacation and Inspection

The Hirer is responsible for ensuring that the interior of the Cottage is clean.

Upon vacation the owner or owner's agent will check the house for damage and cleanliness.

The Owner will make the following charges for additional cleaning:

- £200 if the no smoking or no pet clause has been ignored

4) Cancellations

4.1) Cancellation by Hirer

All cancellations must be in writing.

- The £150 deposit paid at the time of booking is not refundable.
- If 4 to 6 weeks notice is given, 50% of the total hire amount will be charged.
- If less than 4 weeks notice is given, the full hire amount will be charged.

It is advisable to take out travel insurance to cover you against any cancellations.

4.1) Cancellation by Owner

If for any reasons beyond the Owners control the Cottage is not available on the date booked (i.e. fire damage), or the Cottage is unsuitable for holiday letting, all rent and charges paid in advance by the Hirer will be refunded in full but the Hirer, and it's party, shall have no further claim against the owner.

5) Use of the Cottage

Use of the Cottage and its contents provided to the Hirer by the Owner are provided at entirely the Hirer's own risk, and no responsibility can be accepted for any injuries to persons or loss or damage to any persons or persons' property who use the Cottage.

In no event will the Owner be liable to the Hirer for indirect or consequential loss or damages.

6) Website and Advertising Material

The website, correspondence and any advertising material are offered in good faith, and neither they nor any oral representations made by the Owners or their agents form part of any agreement. The Owners make no representations as to the state or condition of any property, nor to the position, type or state of furnishings described on or shown in any literature.

7) Terminating the Agreement

The Hirer acknowledges that the Owner or their agents reserve the right to terminate the Agreement and repossess the Cottage at any time without reference to the Hirer if:

- The Hirer breaches the Hire Agreement in any way
- The Cottage has been obtained through fraud or misrepresentation
- The Cottage is not vacated on the agreed date or The Owner reasonably believes that the Cottage will not be vacated on the agreed date
- The Owner reasonably considers that the condition of the Cottage is endangered.
- The Hirer will have no right to any refund or the Security Deposit in the event of any termination or repossession

The Company reserve the right to refuse to hire to any person without explanation or prior warning.

8) Complaints

All or any complaints must be notified to the Owners immediately so that an on-site investigation can be made and, if necessary, remedial action taken. In the event that items of equipment become unserviceable the Owners sole obligation will be to use reasonable endeavours to rectify or replace the defective item with a broadly equivalent item, within a reasonable time period of being notified of the defective item by the Hirer.

In no circumstances will compensation be paid for complaints raised after the tenancy, by which time the Owner or agents will have been denied the opportunity to investigate and endeavor to put right any such matter, during the tenancy.

Customer Service Information

Any queries relating to the Terms and Conditions of Hire should be directed to:

Sea Cove Cottage
c/o 6 Fore Street,
Port Isaac,
Cornwall,
PL29 3RB
United Kingdom

Jurisdiction

The Hire Agreement is the whole and only agreement between the parties relating to the cottage hire and shall be governed by English law.