

## Holiday Letting Terms & Conditions between you (The Hirer) and the Owners of Creekside Cottage (The Owner)

### Contract for hire

1. A contract for hire will be made between you and Creekside Cottage's Owners (The Owner) once (i) you have completed a provisional booking request, (ii) you have paid the Booking Deposit to the Owner (or the total cost of the Holiday let if less than 8 weeks before the commencement of the Let) and (iii) the Owner has issued a Booking Confirmation document. At no stage is a relationship of Landlord and Tenant created between the parties
2. You and each member of your party must be insured against personal liability during your stay, either as a standalone policy or under a UK Holiday or Travel insurance policy which meets your further needs. We will always assume this to be the case when applying our Terms and Conditions and you must provide evidence of insurance cover if requested. Please see [www.mylorcreekside.com/insurance](http://www.mylorcreekside.com/insurance) for further information and guidance.
3. Your hire period commences at 1600 hours on your arrival day and ends automatically on the earlier of the following:
  - a. 0930 hours on your departure date
  - b. If you or a fellow guest become obliged by law to self-isolate or quarantine for a period which expires after the end of your hire
  - c. The closure of Creekside Cottage by law for any reason
  - d. Notification by the Owner that your contract for hire is terminated because of any force majeure circumstances outlined in paragraphs 34 and 35 below.
  - e. Notification by the Owner that your contract for hire is terminated because of your breach of these Holiday Let Terms and Conditions.
4. The Owner welcomes families, friends and couples, but will decline any booking where the lead guest is under the age of 25 years, or the provisional booking is otherwise considered unsuitable by the Owner for any reason, in which case any deposit you made at the time of your provisional booking will be fully refunded.
5. No more than 6 people may stay overnight at Creekside Cottage at any time, and please ensure that you provide full names and ages of all members of your party at the time of booking together with contact details of everyone over 18 (see para 14 below). For the purpose of this condition, any child over 24 months at the time of your holiday counts as a person however infants under 24 months do not, provided they occupy a cot. The Owner reserves the right to terminate the hire without notice and without refund for a breach of these conditions before or during your stay.
6. The Owner will provide the following for your self-catering stay
  - A Welcome pack
  - Washing up liquid, J cloth, Pan Cleaner sponge, Dishwasher tablet, and various cleaning materials under the kitchen sink.
  - Tea towels and oven glove
  - Duvets and pillows
  - Bed linen bath and hand towel for each occupant. (a mid-stay linen change is also included free of charge for 2 week bookings- guests should arrange this directly with our housekeepers if this service is required)
  - A cot for infants under 2 years
  - A highchair for infants under 2 years
  - Squirty soap in each bathroom
  - A loo roll in each bathroom

- Dog poo bags can normally be found in the utility room next to the back door but guests should also bring their own supply.

### Guest Safety

7. The Owner is not liable for any accident or injury occurring at the premises except where the accident or injury is as a result of the negligence or wilful misconduct of the Owner.
8. The safety of you and your guests during your stay is extremely important to the Owner, so it is very important that you and your party are familiar with and observe the appliance operating instructions, safety and hygiene information contained within the **Owners Guest Information Pack** at all times during your stay and which also forms part of these Terms and Conditions. The latest version will be made available to you to view and download from the password protected "Guest Area" of the Owners website [www.mylorcreekside.com](http://www.mylorcreekside.com) approximately 3 weeks prior to your holiday. For your convenience a folder containing the pack is also provided in Creekside Cottage, but please be aware this is re-printed only at the beginning of the season so may not always contain the latest updates.
9. Third parties (other than those named on your booking) are not permitted on the premises at any time during your stay without your obtaining prior permission from the Owner:
  - a. You should not engage any third party to provide any service at the property (for example a chef, baby or dog sitter, bouncy castle operator etc) without the prior consent of the Owner, and that in making a request for consent, you should provide written details of the service provider (and any information requested by the owner's insurers) and the service to be provided. Owner consent will only be given where the third-party supplier has appropriate insurance cover and has provided information relating to the insurance that is required.
  - b. The Owner will not accept liability for the activities of third-party suppliers and where the Owner make a suggestion or recommendation of a particular third-party supplier, this will be based on the genuine belief and experience of the Owner / or feedback received by the Owner from other guests / contacts. The Owner shall not be liable for accident or loss caused by a service provider or their failure to properly perform the relevant services, this being a matter between the guest and the relevant third-party service provider.

### Payment and Cancellation Policy

10. A 30% Booking Deposit must be paid by you before the Owner confirms a Booking. The balance of the booking plus a Good Housekeeping Deposit of £200 is due for payment no less than 8 weeks before the first day of your holiday. If your provisional booking is made less than eight weeks before your holiday starts, full payment is required plus the £200 Good Housekeeping Deposit before the Owners confirms the booking. The Owner recommends payment by Bank Transfer which is free of charge. Paypal and most cards are also accepted via the Paypal Payments portal, however these are subject to a transaction charge of 3% to cover the owners additional costs and will be debited from the Good Housekeeping deposit.
11. The Owner may cancel your Booking if the full cost of the booking and Good Housekeeping Deposit has not been received by 8 weeks (56 days) before the first day of the holiday let, in which case no refund will be due.
12. Cancellations of a confirmed booking by you before the start of your stay should be advised to the Owner in writing and will be subject to the following refund policy in fairness to both parties;
  - a. Any Good Housekeeping deposit received will always be refunded.

- b. If you cancel more than 180 days before the first day of your holiday the Owner will refund your deposit in full.
- c. If you cancel between 57 and 180 days before the first day of your holiday, the Owner will refund 50% of the Booking Deposit paid and 100% of the balance paid for the booking.
- d. If you cancel between 43 and 56 days before the first day of your holiday, the Owner will refund 50% of the Booking Deposit and 50% of the balance paid for the booking.
- e. If you cancel between 29 and 42 days before the first day of your holiday, the Owner will refund 25% of the Booking Deposit and 25% of the balance paid for the holiday.
- f. No refund can be made if you cancel less than 28 days before the first day of your holiday

### Pre-arrival and Arrival

- 13. You will receive instructions to access the password protected "Guest Area" of our website [www.mylorcreekside.com](http://www.mylorcreekside.com) and keysafe code from the Owner by email approximately 3 weeks before your holiday. The Guest Information includes comprehensive pre-arrival advice, directions and arrival instructions, together with important safety information, Covid 19 guidance and operating instructions for services and appliances.
- 14. You must provide or update the Owners with contact information for each member of your party before the commencement of your holiday including
  - a. Full name
  - b. Address
  - c. Mobile and landline numbers
  - d. Email address
- 15. Please look after your keys carefully. If you should lose a key please inform the Owner so that a replacement can be arranged.
- 16. Please do not enter Creekside Cottage before your hire period commences.
- 17. A single parking space is provided and a single boat trailer less than 5m may be parked on the front lawn by arrangement at an extra charge. No other motor vehicles or trailers must be parked on the lawn at any time. Parking at the property or on the public road is entirely at the vehicle owner's risk and you must advise this to all relevant members of your party.
- 18. The Owner has been careful to ensure that the information provided about Creekside Cottage is informative and accurate, but you should check all the relevant details and clarify anything with the Owner before you arrive. The Owner will not accept responsibility for any inaccurate, misleading or incomplete information about Creekside Cottage on the website or in any advertisements and you must satisfy yourself by asking any questions you may have by email exchange or telephone with the Owner prior to your arrival.
- 19. In the unlikely event you find the Cottage unfit for your occupation upon arrival, you must contact the Owner immediately in order that an investigation can be made. The Owner will not consider any claim or complaint arising from an alleged defect or misdescription of Creekside Cottage unless you inform the Owner within 24 hours of your arrival at Creekside Cottage.

### Your obligations

- 20. The Owner makes every effort to ensure that Creekside Cottage is clean and well presented on your arrival. You should report any problems, damage or defects noticed on arrival to the Owner within 24 hours, failing which the Owner will assume you are responsible for any breakage, loss or damage identified after checkout. An email or voicemail message should be left on the contact number if the call is not answered. This is the quickest way of resolving any

problems that might occur. Claims for goodwill payments or compensation for issues or problems that were not reported within 24 hours of arrival or as soon as they occurred will not be accepted.

21. The Owner respectfully asks that you and your guests fully observe any instructions, house rules or safety related advice in the Guest Information Packs provided
22. You must maintain and leave Creekside Cottage and all furniture, fittings and effects, in or on the property, in the same good order, state of repair, condition and cleanliness as you found it at the start of your holiday
23. Smoking, lighted candles and indoor fireworks are strictly prohibited inside Creekside Cottage, as are fireworks, flares, barbecues and bonfires which are all strictly prohibited anywhere on the premises.
24. In the unlikely event of an appliance breaking down, please report this to the owner, who will have the matter rectified as quickly as possible. The Owner will not accept any claim from you should it not be possible to resolve the issue immediately, (eg. a part may need to be ordered).
25. The Owner understands that accidents occasionally happen and may not ask you to pay for minor breakages or losses, however these must still be reported straightaway so that a replacement can be arranged for future guests. Breakages, loss or damage during the holiday should be paid for by you before departure if requested.
26. The Owner will try to make arrangements with you in advance but may enter Creekside Cottage at any reasonable time to carry out any essential maintenance or emergency repairs.
27. The Owner is entitled to terminate your hire and repossess Creekside Cottage at any time where in their opinion you or your guests have caused significant or malicious damage. In these exceptional circumstances there will be no refund for the remaining hire period and you will be held responsible for the costs of repair and reinstatement.

### **Pets**

28. Up to 3 well behaved dogs are welcome by prior agreement with the Owner, at an extra charge per dog per booking. No cats or other pets are permitted. Dogs are accepted on condition;
  - a. You provide a dog bed for them during their stay.
  - b. They are not under 18 months old
  - c. They are kept under control and exercised off the premises
  - d. If they soil Creekside Cottage or gardens, you will clear this up, clean, bag and seal and dispose of in the Dog Waste bins located in Mylor or along Church Road towards the Yacht Harbour.
  - e. They are not permitted upstairs (please use the stair gate) or on the furniture.
  - f. They must not be left inside Creekside Cottage unsupervised at any time. This is for the safety of our Housekeepers, your pets, and the Cottage (The Guest Information contains details of a local dog sitter)
  - g. You will be responsible for any damage or injury caused by dogs in your party.

### **Departure and return of the Good Housekeeping Deposit**

29. Subject to you fully observing these Terms and Conditions, the Good Housekeeping deposit will be refunded back to you within 7 days of departure.
30. Should it be necessary for the Owner to deduct costs from the Good Housekeeping Deposit you will be responsible for any additional costs should these exceed the deposit.

### **General Conditions**

31. WiFi internet access is provided free of charge for recreational purposes and is not meant for business use. The Owner cannot guarantee the integrity of the internet connection as BT signals can be subject to occasional network issues from time to time.
32. The Owner will take all reasonable steps to ensure that you have an enjoyable holiday but cannot prevent building or maintenance works being carried out in the road or at neighbouring properties and will not accept any claims in this regard.
33. Damages for failure to vacate: You must vacate in accordance with paragraph 3 to enable Creekside Cottage to be prepared for the next occupants. If you fail to do so and remain in unlicensed occupation for whatever reason, you will be liable to the Owners for the damages at the rate of £400 per day, or part day, for the period of your extended occupation, plus any additional direct costs the Owners incur including legal fees and liability to compensate or refund guests whom we have to cancel as a result of your unauthorised stay.
34. Force Majeure: The Owner is not liable to you for full or partial refund or compensation if they are prevented or delayed from carrying out their obligations to you by in the event of failure or interruption of any services or facilities. events, omissions, accident, breakdown of plant or machinery, fire, flood, storm or default of suppliers or contractors beyond their reasonable control, including (without limitation) strikes, lock-outs or other industrial disputes (whether involving the Owner or any other party), failure of a utility service or transport network, act of God, war, riot, civil commotion, malicious damage, compliance with any UK law, Governmental or Local Authority order, rule, regulation, or guidance.
35. Notwithstanding clause 34 above, if by 7 days in advance of your holiday we are prevented from performing our Holiday Let service as a consequence of pandemic control laws, we will declare the performance of your booking "prevented by force majeure" and will mitigate each party's losses by offering you a refund of all payments made by you, less a deduction by us of 20% of the total cost of your holiday towards mitigating our own costs.
36. The Owner does not expect to make any changes to your booking before it commences however in the event that a confirmed booking has to be amended or cancelled by the Owner due to the Owners' own unforeseen personal circumstances, a full refund will be made. The Owner will not be liable for any additional expenses or compensation claims.
37. Should the Owners deem Creekside Cottage unsuitable for occupation during your stay for any reason then the Holiday Let will be terminated and a pro-rata refund will be made. The Owner will not be liable for any additional expenses or compensation claims.
38. Data Protection. The Owner will use your personal information for the purpose of processing your booking, carrying out their obligations to you in accordance with these Terms and Conditions, or contacting you where you have given permission to notify you of Returning Guest or other Offers. The Owner will also pass on the necessary minimum information to any agent or assignee of the Owner that is required to fulfil their obligations to you under the Contract or to any third party where the Owner is obliged to hand over information under contract or UK law. The Owner will not, under any circumstances, pass on yours or your guests' personal data to any third party for marketing and advertising purposes.
39. This agreement is to be construed under UK Law and none of these terms and conditions deny you or the Owner their statutory rights.