

In these Conditions of Letting:

- ‘You’ refers to the person making the booking.
- ‘Property’ refers to **3, Headland Apartments, Coverack, Cornwall, TR12 6SB** - known as “**Tideswell**”
- ‘Owner’ refers to the legal owners of the property [Tideswell.coverack@gmail.com](mailto:Tideswell.coverack@gmail.com) +44 (0) 7747 008368

<b>1.</b>	<b>Contract and Booking</b>
1.1	<i>You must be at least 18 years of age and must provide the Owner with your home address, mobile telephone number and e-mail address. You must also provide the names of the people who are to stay at the Property. The number of people occupying the Property is limited to <b>five (5)</b>. The Owner reserves the right to terminate the letting and request that you leave the Property if this clause is not adhered to; no refund will be granted.</i>
1.2	<i>The Owner reserves the right to refuse a Let or grant access to the Property to any person deemed by the Owner to be unsuitable.</i>
1.3	<i>You agree to take full responsibility for ensuring that all members of your party adhere to these Conditions of Letting.</i>
1.4	<i>A contract between You and the Owner will come into existence when the Owner provides you with written confirmation of booking for the dates of your letting of the Property. The contract is under English Law. Your payment of the deposit for your stay confirms your acceptance.</i>
1.5	<i>Any dispute, claim or other matter which may arise in relation to your booking that cannot be resolved between You and the Owner will be governed by English law and you agree that any dispute will be dealt with exclusively by the courts of England and Wales.</i>
1.6	<i>This agreement is made on the basis that the Property is to be occupied by You and your party for a holiday (as mentioned in the Housing Act 1988 Schedule 1 paragraph 9) and that you acknowledge that the tenancy granted by this agreement is not an assured tenancy and that no statutory periodic tenancy will arise when it ends.</i>
1.7	<i>You may not sub-let the Property under any circumstances, even if no fee is involved. The Owner reserves the right to terminate the letting and request that you leave the Property if this clause is not adhered to; no refund will be granted.</i>
1.8	<i>Any pets You intend to take with You should be declared at the time of booking. The Owner reserves the right to refuse a Let or grant access to the Property if any pet is deemed by the Owner to be unsuitable.</i>
1.9	<i>No bookings are valid until confirmed by the Owner in writing. If You have to cancel your booking, Section 6 of these terms will apply. Whilst the Owner is under no obligation to do so, in certain circumstances and with the agreement of the Owner, minor amendments to a booking may be considered. In these circumstances the Owner reserves the right to levy a charge equivalent to one half-day (0.5) of the Let.</i>
<b>2.</b>	<b>Payment</b>
2.1	<i>You are required to pay a <b>25%</b> deposit to secure the reservation at the time of booking.</i>
2.2	<i>The <b>75%</b> balance plus any charges for pets is payable <b>six (6)</b> weeks before the start of the Let.</i>
2.3	<i>Where a booking is made within <b>six (6)</b> weeks before the start of the Let the full Letting charge is to be paid at the time of booking.</i>
2.4	<i>Payments are to be made via on-line banking / bank transfer. The Owner will advise You of the requisite details.</i>
2.5	<i>Failure to pay the balance of Letting charges by the due date may result in the Owner treating the Property as available for re-booking and your reservation being cancelled; the deposit being retained by the Owner.</i>
<b>3.</b>	<b>Owner's responsibilities</b>
3.1	<i>The Owner is solely responsible for providing You with accommodation at the Property. The Owner accepts no responsibility for personal injury to, or death of, any members of your party, or loss of or consequential loss or damage to their possessions, or for other matters over which the Owner has no control, except to the extent such personal injury or death is caused by the negligence or wilful default of the Owner.</i>

<p>4.</p> <p>4.1</p> <p>4.2</p> <p>4.3</p> <p>4.4</p> <p>4.5</p> <p>4.6</p> <p>4.7</p>	<p><b>Guests' responsibilities and forfeiture</b></p> <p><i>You and your party shall keep the Property and all furniture, fixtures, fittings and effects in, on or at the Property in the same state of repair as at the commencement of the Let, and shall leave the Property in the same state of cleanliness and general order in which it was found. The Owner reserves the right to make a charge to cover additional cleaning costs if the Property is left in an unacceptable condition.</i></p> <p><i>None of the contents of the Property may be removed from the Property by You or members of your party. The Owner reserves the right to charge you for replacement of any contents that go missing from the Property during your stay.</i></p> <p><i>You must notify the Owner of any damage or breakages to the Property and its contents during your occupancy. The Owner reserves the right to charge you for repair and replacement.</i></p> <p><i>The Property has a strict No Smoking policy which must be adhered to by You and members of your party at all times. The Owner reserves the right to charge You for any additional cleaning costs necessitated by smoking within the Property.</i></p> <p><i>The Property has a designated parking space (#3) for one car which is to be used during your stay. Vehicles are parked at your own risk. The Owner cannot be held responsible for any theft or damage to the vehicle.</i></p> <p><i>The Owner will provide You and your party, with bed-linen, bath and hand towels, bath mat and tea towels for each week of your stay, in-line with the number of people declared in your party. You must provide your own towels for use at the beach or by your pets.</i></p> <p><i>Your right to occupy the Property may be forfeited without compensation if:</i></p> <ul style="list-style-type: none"> <li><i>• More people or pets than declared and / or the number the Property holds, attempt to take up occupation</i></li> <li><i>• Overnight guests are entertained without the Owner's express permission</i></li> <li><i>• Any activity is undertaken which is illegal, or may cause unreasonable damage, noise, behaviour or disturbance.</i></li> <li><i>• Behaviour deemed by the Owner to be unreasonable may result in the Owner requesting You and your party to leave.</i></li> </ul>
<p>5.</p> <p>5.1</p> <p>5.2</p>	<p><b>Unavailability of the Property</b></p> <p><i>Your booking will not be cancelled by the Owner other than in exceptional circumstances beyond the Owner's control. In the event of such a cancellation You will be notified by the Owner as soon as possible via e-mail and telephone. The Owner will promptly refund all payments made in relation to the booking. Alternatively, You and the Owner may agree to re-schedule your booking to a later date or for You to receive a voucher in respect of an unspecified future stay at the Property.</i></p> <p><i>The Owner's liability is limited to the total value of the payments made by You in relation to the booking. The Owner will not pay any compensation or expenses.</i></p>
<p>6.</p> <p>6.1</p> <p>6.2</p> <p>6.3</p> <p>6.4</p>	<p><b>Cancellation</b></p> <p><i>You must notify the Owner of any cancellation via e-mail and telephone prior to the first day of the Let.</i></p> <p><i>In the event of your having to cancel, the amount charged to you is dependent on the number of days' notice You give the Owner before the start of the Let.</i></p> <ul style="list-style-type: none"> <li><i>• 01 - 21 days                      100% of the fee will be charged</i></li> <li><i>• 22 - 41 days                      75% of the fee will be charged</i></li> <li><i>• 42 - 71 days                      25% of the fee will be charged</i></li> <li><i>• 72 or more days                No fee will be charged.</i></li> </ul> <p><i>Should You be entitled to a refund on payments made once the criteria defined in 6.2 above have been applied, the Owner will issue this promptly.</i></p> <p><i>It is recommended that your travel insurance includes cover in the event of You having to cancel.</i></p>

<b>7.</b>	<b>Pets</b>
7.1	<i>Up to two, well-behaved dogs are allowed to stay at the Property; there is an additional charge per dog, for each week. You will be informed of the charges at the time of booking. There is no charge for Registered Assistance dogs.</i>
7.2	<i>Dogs must be kept under strict control at all times while in or at the Property and the Headland grounds. You are solely responsible for ensuring your pets do not cause a nuisance to other people at the Headland estate.</i>
7.3	<i>Dogs are not allowed on beds or furniture at the Property; You must provide suitable bedding and towels for your pets.</i>
7.4	<i>Pet waste must be bagged and put in the bins located in the grounds for this purpose; any fouling must be cleared up without delay.</i>
7.5	<i>Dogs must not be left without human adult supervision in or at the Property at any time.</i>
7.6	<i>You must ensure your pets are free from parasites and fleas before they occupy the Property. Failure to do so may incur subsequent charges.</i>
7.7	<i>You must notify the Owner of any damage caused by your pets. The Owner reserves the right to charge you for any repair and replacement costs that may be incurred.</i>
7.8	<i>You should endeavour to remove pet hair from the Property prior to your departure; the Owner reserves the right to charge You for any special cleaning required.</i>
7.9	<i>The Owner cannot accept responsibility should any guest suffer from an allergy to dogs.</i>
<b>8</b>	<b>Owner Access</b>
8.1	<i>The Owner or their local representative shall be allowed access to the Property at any reasonable time during your occupancy.</i>
<b>9.</b>	<b>Information relating to the Property</b>
9.1	<i>The information relating to the Property on the proprietary Website <a href="http://www.coverack-tideswell.co.uk">www.coverack-tideswell.co.uk</a>, is accurate at the time it was created. You accept that minor differences between text or images may arise and that features and facilities at the Property may be changed or removed.</i>
9.2	<i>The Owner cannot accept responsibility should the Property not conform exactly to your expectations. If a feature or facility is particularly important to You, please check with the Owner prior to confirming your booking.</i>
<b>10.</b>	<b>Complaints procedure</b>
10.1	<i>In the event of there being cause for complaint concerning the Property, the matter shall be taken up with the Owner or the Owner's local representative. The local representative's contact details will be provided at the time You are issued with the access details to the Property prior to your stay.</i>
10.2	<i>It is important that complaints are raised whilst you are still at the Property so that an on-the-spot investigation may be made if appropriate and remedial action taken where required.</i>
10.3	<i>In no circumstances will compensation be considered for complaints raised after your stay has ended or if You have denied the Owner or their local representative the opportunity of investigating the complaint and endeavouring to remedy matters during your stay.</i>
10.4	<i>A regular Portable Appliance Test is performed by a suitably qualified electrician. The Owner shall not be liable for any defect or malfunction of any equipment or appliance within the Property during your stay. The Owner will endeavour to resolve these brought to their attention but cannot guarantee that a solution will be effective during your stay.</i>

<b>11.</b>	<b>Security</b>
11.1	<i>You will be provided with 2 (two) sets of keys to the Property for your stay. One set will be in the key-safe in the main entrance porch, the other will be on the key-rack in the hallway of the Property.</i>
11.2	<i>The access codes to the key-safe and main entrance will be provided to You by the Owner a week prior to your stay. You agree to not divulge the security access codes to the Property or to give the keys to the Property to anyone other than trusted members of your party.</i>
11.3	<i>In the event that any keys issued are not returned at the end of your stay, the cost of replacement will be charged to You.</i>
11.4	<i>During your stay You must ensure that all doors and windows are securely closed when you are away from the Property.</i>
<b>12.</b>	<b>Arrival and Departure</b>
12.1	<i>You may occupy the Property from 16.00 (4 p.m.) on the first day of your letting unless alternative arrangements have previously been agreed with the Owner. Access and key details will be provided prior to your stay.</i>
12.2	<i>You must vacate the Property by 10.00 (10 a.m.) on the day of departure unless alternative arrangements have previously been agreed with the Owner. All used bed linen and towels should be put in the laundry bag provided. All keys to the Property must be left as advised prior to your stay. Windows must be closed, and external doors securely locked. You should ensure that all your possessions are removed from the Property. The Property should be left in a clean and tidy state. Breakages and damage must be reported on the form provided.</i>
<b>13</b>	<b>Travel / Holiday Insurance</b>
13.1	<i>You are strongly advised to have comprehensive insurance.</i>
<b>14.</b>	<b>Privacy and Data Protection</b>
14.1	<i>The Owner confirms compliance with the UK Data Protection Act 2018 regarding any data You provide</i>