

Cornish Holidays at Tregarthen Barn

Tregarthen Farmhouse, Tregarthen, Long Rock, Penzance, Cornwall,
TR20 8YH tel: 01736 711078

Terms & Conditions of Booking

1. General

Tregarthen Barn, the property, is known as the Company.

Customers renting the property are referred to as the Guest.

When guests book Tregarthen Barn they enter into a Contract with the Company.

2. Duration and Times of Rental

Rentals commence at 4pm on the first day of the rental and end at 10am on the day of departure, unless otherwise notified, this period is hereafter referred to as the Holiday.

The Guest will be liable for any cost, of whatever nature, incurred because of an unauthorised extension to the Holiday.

3. Deposit and Final Payment

Full payment is required eight weeks before the Holiday is due to start.

When a booking is made before that, a deposit of 25% of the rent is payable, the remainder to be paid eight weeks before the start of the Holiday.

For a booking made less than eight weeks before the Holiday is due to start, the FULL RENT is payable with the booking.

Non-payment by the due date may be treated as a cancellation, where the Guest will lose the booking and forfeit the deposit.

4. Cancellation

A booking can only be cancelled prior to the start of the Holiday. A Guest who wishes to cancel the Holiday must notify in writing, sent by recorded delivery to the Company address.

If the cancellation is made, we will endeavour to re-let the property. Only if the property is re-let, will the company reimburse the Guest with their payment.

Guests are therefore strongly advised to obtain their own holiday insurance when making a booking.

5. Changing a Booking

Once a booking has been accepted, it can only be changed by treating the original booking as a cancellation. The date may be changed, provided the property is still available for the new date. In this case, a £15 re-

booking fee may be incurred.

6. Discount

A discount of 10% may be available to a Guest who stayed in the previous season and wishes to re-book the property. A further 10% discount may be offered for booking a second consecutive week. Giving a maximum discount of 20%.

7. Price Changes

The Company reserves the right to amend prices quoted due to errors or omissions. Such changes will be notified to Guests as soon as possible. Guests will be able to cancel the Booking Contract, if the amended price is significantly higher than that quoted.

8. Method of Payment

Payments may be made by cheque, electronic bank transfer, postal order or cash.

Cheques or postal orders should be made payable to FIONA LYTTON and can only be accepted up to two weeks before the Holiday starts.

Cash should always be sent by recorded delivery. Post-dated cheques are not acceptable. Any charges raised against the Company's bank for handling dishonoured cheques, bank transfers or any other payments, will be passed onto the Guests, who must reimburse the company within seven days of receipt of notification from the Company.

9. Eligibility

Bookings will not be accepted from groups or single people under the age of 21.

10. No Tenancy

The Contract is for the Holiday and is not intended to create a relationship of landlord-and-tenant between the Guest and the Company. The Guest, and their Group, shall not be entitled to a tenancy, or to any assured short-hold or assured tenancy, or any similar protection under the Housing Act 1988 or other statutory of tenure now or upon termination of the Contract.

11. Non-availability of Property

If for any reason beyond the Company's control the property is not available for the date booked; for example, due to fire damage, all monies paid in advance by the Guest will be refunded.

12. Right of Entry

The Company shall be allowed the right of entry to the property at all reasonable times for purposes of inspection or to carry out necessary repairs or maintenance.

The exception to this is in cases of emergency or where a problem needs prompt action where the Company is entitled to enter the property at any time without giving the Guest and Group prior warning.

13. The Guest's Obligations

The Guest agrees:

1. To pay for any losses or damages caused by the Guest or a Group member to the property, reasonable wear and tear excluded. Breakages and damage must be reported as soon as possible.
2. To take good care of the property and leave it in a clean and tidy condition at the end of the Holiday. A cleaning service is not provided during the Holiday. Should the company be dissatisfied with the condition of the property upon the Guest's departure, it reserves the right to make a charge for extra cleaning.
3. To permit the Company reasonable access to the property.
4. Not to part with possession of the property, or share it except with members of the Group shown on the Booking Form.

5. Not to sell, or transfer the booking to another party without the Company's agreement.
6. Not to exceed the total number of people stipulated in the property description. A cot may only be occupied by a child aged 24 months or less.
7. Not to cause an annoyance, or become a nuisance to occupants of adjoining premises.
8. Not to leave children, especially teenagers, unsupervised within the property or grounds.
9. Not to smoke in the property.

14. Liability

The Company accepts no liability for loss or damage to the Guest's possessions on the Company's property or land.

The Company will not be liable for any act, neglect, or default, of any person not within their employ or otherwise under their control nor for any accident, damage, loss, injury, expense or inconvenience, whether to person or property, which the guest or another person may incur arising out of, or in anyway connected with the rental.

Nothing in these conditions excludes or limits the liability of the Company for death or personal injury caused by the Company's negligence, or for any matter which it would be illegal for the Company to exclude or attempt to exclude their liability.

15. Brochure

The Brochure and these Booking Conditions replace all previous Brochures and Booking Conditions.

16. Discrepancies

In case of any discrepancy between these Booking Conditions and any other contents of the Brochure, these Conditions shall not limit the Company's liability regarding failure to supply accommodation as described in the Brochure.

17. Authority to Sign

The person who makes the booking certifies:

1. That they are authorised to agree the Booking Conditions on behalf of all persons included on the booking form, including those substituted or added at a later date.
2. The signatory is over 21 years old and a member of the Group intending to occupy the property.
3. They agree to take responsibility for the Group occupying the property.

18. Complaints

All complaints must be notified to the Company as soon as is reasonably practical, as the Company may be required to on-the-spot investigation, and if necessary take remedial action.

If the Company is denied the opportunity of investigating the complaint within a reasonable time or denied the opportunity to put matters right during the Holiday, then this may result in a reasonable reduction of any compensation which may be payable to the Guest as a result of the complaint.

19. Pets

No pets are permitted to stay at the property.

20. Smoking

Smoking is not permitted in the property.

21. Right to Evict

The Company reserves the right to evict the Guest and Group without compensation being paid, if this is

deemed necessary by the Company; for example, should complaints be made of anti-social behaviour or unreasonable breakages or damages occur, or there is a material breach by the Guests or Group.

22. Breach of Contract

If there is any breach of any of these Conditions by the Guest or Group, the Company reserves the right to re-enter the property and end the Holiday, and ask the Guest and Group to leave.

If there is any breach of any of these Conditions by the Company, then the Guest has the right to end the Holiday and leave.

Ending the Holiday by either the Guest or the Company does not affect the Group's rights and remedies.