

PROPERTY BOOKING CONDITIONS

The Agent: Rock Estates (Cornwall) Limited, trading as John Bray and Partners and John Bray Cornish Holidays, incorporated and registered in England and Wales with the company number 986821 whose registered office is at Pavilion Building, Rock, Cornwall, PL27 6JS.

The Owner: Is the owner (or their legal representative) of the **Property** being booked.

The Guest: Is the person booking a holiday in accordance with these Conditions.

The Deposit: is the deposit referred to in the Balance Form.

The 'Cautionary Deposit' is the amount described as such on the Balance Form that is dealt with as set out in these Terms and Conditions and that, if selected, you must pay to John Bray Cornish Holidays (on behalf of the Owner). We set out how the Cautionary Deposit works in these Terms and Conditions.

The 'Cautionary Waiver' is the non-refundable payment by you to John Bray Cornish Holidays (on behalf of the Owner) selected as an alternative to the Cautionary Deposit and which, if selected, is confirmed on the Balance Form. We set out how the Cautionary Waiver works in these Terms and Conditions.

1. General - The Holiday

The Agent acts as a booking agent for the Owner. The Guest, by booking the property through the Agent, enters into a contract with the Owner of that Property subject to these Conditions. For the avoidance of doubt, the Agent is not the principal. Nothing herein contained shall be deemed to create a legal demise or any greater interest than a licence for the purpose of only a holiday on the terms herein provided. The contract is not effective until the required payment has been received and confirmation sent from the Agent to the Guest. The Agent cannot be held responsible for the action of either party.

2. Liability

The Agent does not accept liability for any act, neglect or default on the part of the Owner or any other 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 any other person may suffer or incur arising out of, or in any way connected with the occupation. In addition, the Owner accepts no liability for loss of or damage to the Guests personal possessions (including pets) on the owners' property or land.

The Agent accepts no responsibility for personal injury to, or death of, any Guests, or for other matters over which the Agent

has no control, except to the extent such personal injury or death is caused by negligence or wilful default of the Agent. Every effort is made to ensure all items of equipment described and supplied by the Owners are in good working order; however, no guarantee is given or liability accepted if breakdowns occur before or during a holiday and whilst the Agent and/or Owner will endeavour to organise repairs or replacements as quickly as possible, delays may occur, particularly during the main season.

3. Eligibility

Bookings cannot be accepted from persons under the age of 18 years. Group bookings of single sex parties are not allowed unless special arrangements are made by the Agent with the Owner (safety deposits may be required).

4. Authority to Sign

The 'Guest' who completes the booking, whether over the telephone, in writing or online, is deemed the legal signatory. The Guest certifies that he/she is authorised to sign the Booking Form on behalf of all persons who will occupy the property during the period for which he/she has booked and that they, including those substituted or added at a later date, are aware of the Booking Conditions. A booking is confirmed by payment of deposit and constitutes acceptance of the booking conditions and the advertised price. The Agent reserves the right to decline any booking or to refuse to hand over a key to any person who is not considered suitable, or who has not complied with the booking conditions.

5. Occupancy

Rentals are for a maximum of 4 weeks and commence at 4:30 pm on the start day of the holiday. The property must be vacated by 9.00 am on the day of departure.

The number of persons occupying a property must not exceed the maximum stated in the current property description (babies who do not occupy a bed are not counted as a member of a party). Occupation of the property by more than the maximum number of guests is not permitted and will result in the booking being terminated, resulting in a forfeit of payments and immediate vacation of the property.

Guests must inform the Agent if occupants of the holiday group change significantly before or during the occupation of the property.

Under no circumstances should parties be held at the property without prior consent of the Owner.

If the Guest arrives outside office hours the Agent will make every effort to ensure that the keys are available provided that notice of late arrival is given. The Agent accepts no liability if the Guest cannot gain access to the Property if no notice is

provided. The Agent strongly suggests that the Guest arrives during office hours whenever possible or notifies the Agent of a late arrival with sufficient notice.

6. Cautionary Deposit Scheme

You must select either the Cautionary Deposit or the Cautionary Waiver at the time of making your final payment. The Cautionary Deposit (the cost of which is stated on the Balance Form) will be held by John Bray Cornish Holidays on behalf of the Owner to be applied against the reasonable costs of miscellaneous repairs and/or replacement and additional cleaning of the Holiday Property, including to furnishings, kitchen equipment, crockery, glass, bedding and towels damaged or soiled otherwise than by usual wear and tear during the Holiday Period by you or other members of your Party. The balance of the Cautionary Deposit (if any) will be returned to you within 14 days of the Departure Date where John Bray Cornish Holidays (on behalf of the Owner) or the Owner agrees that you have no liability to such costs. Where such costs exceed the Cautionary Deposit, you must pay the excess to John Bray Cornish Holidays within 14 days of being notified of the amount.

Where you have agreed on the Balance Form to pay the Cautionary Waiver the Cautionary Deposit is not payable. The Cautionary Waiver fee is calculated on a per property basis and is set out on your Balance Form. It is not refundable. The Cautionary Waiver covers accidental damage or repair to/ extra cleaning costs of the Holiday Let and its contents up to the value of the Cautionary Deposit amount which is property specific. This is the total sum covered by the Cautionary Waiver. You will be liable for the balance of any costs incurred where the value of these costs exceeds the Cautionary Deposit value. Please note: criminal or wilful damage will not be covered by the Cautionary Waiver.

7. Bookings

A booking is made once the deposit (or full rental if within 4 weeks of the start of the holiday) and the booking fee has been paid along with the cost of insurance (if required) and any optional extras and the Agent has then confirmed the booking. The booking fee is payable per booking and is non-refundable unless the Agent is unable to accept the booking. Where the property being rented has optional extras, they are listed in the property details and if required by the Guest will be charged at the rates shown. A holiday booking is a legally binding contract and the deposit paid upon booking is accepted in part payment for the property.

8. Holiday Insurance

The Guest is strongly recommended to secure holiday insurance, which may be procured (subject to availability), through the Agency, or secured through any broker of the Guest's choice.

The Agent is an appointed representative of ITC Compliance Limited, which is authorised and regulated by the Financial Conduct Authority (their registration number is 313486) and which is permitted to advise on and arrange general insurance contracts.

9. Damage to the Property

The Guest shall be liable for the full cost of any damage, which the Guest or a member of their party, or its additional guests or invitees during their stay cause to the Property in connection with a booking (being before, during or after the Holiday period).

10. Final Payments

The balance of the booking is payable 4 weeks before the start of the holiday. The balance due date can be found on the confirmation form. If the balance is not received within 7 days of the due date, the Agent reserves the right to cancel the booking as per the conditions for cancellation and re-let the property.

11. Non-availability of Property

In the event of the accommodation becoming unavailable, the Agent will endeavour to provide the Guest with suitable alternative accommodation of up to equal value, or will refund all monies paid, or a proportion in the case of curtailment, whereupon both the Agent and the Owners' liability will cease.

12. Changing a Booking

Once a booking has been confirmed, the booking cannot be transferred to another property, except by treating it as a cancellation of the original reservation (see cancelling a booking). The dates of a booking on a property may on occasion be changed within the same calendar year but are subject to availability and the Owners' agreement.

Any alterations to a booking by the Guest will be subject to an administration charge of £30.

If the Guest wishes to change a booking due to restrictions imposed due to COVID19, the Guest should refer to the Agent's policies contained at www.johnbraycornishholidays.co.uk/blog/coronavirus-covid-19.html and contact the Agent at www.johnbraycornishholidays.co.uk/contact-us/ to check the process of making such changes and the potential charges involved.

13. Cancelling a Booking

A booking can be cancelled within 24 hours* of the booking being made any rental paid will be re-funded (*a booking can only be cancelled prior to the actual start of the holiday).

- i. A Guest who wishes to cancel the booking after 24 hours of making a booking must notify the Agent in writing, a phone call alone will not suffice. If the Guest cancels the booking more than four weeks

before the date of arrival, the deposit shall be forfeited to the Owner who shall be entitled to keep it unless the Agent can re-let the accommodation, whereupon the deposit will be refunded less the booking fee, the cost of the insurance if purchased and a cancellation fee of £30.

- ii. If the Guest cancels the booking within four weeks of the date of arrival (or fails to take up the accommodation without cancelling the booking) the whole of the rental shall be forfeited to the Owner unless the Agent can re-let the accommodation, whereupon the rental will be refunded less the booking fee, the cost of the insurance if purchased and a cancellation fee of £30.
- iii. The Agent has the right, acting on the Owner's behalf, to cancel a booking if an event occurs beyond the Agent's or the Owner's reasonable control ("Unexpected Event"). Examples of Unexpected Events include any law, guidance or action taken by a national or local government or public authority or any consequences of them; a fire or accident; epidemic or pandemic; act of God, flood, adverse weather conditions or other natural disaster, or any other event of any nature which prevents or is likely to prevent:
 - the Guest from staying at the Property for some or all of the duration of the booking; or
 - the Owner from complying with its obligations to the Guest under these Booking Conditions.
- iv. If an Unexpected Event happens that results in the Guest's booking being cancelled by the Agent on the Owner's behalf, the Guest should refer to the Agent's policies contained at www.johnbraycornishholidays.co.uk/blog/coronavirus-covid-19.html and contact the Agent at www.johnbraycornishholidays.co.uk/contact-us/ for their rights to claim a refund.

14. Methods of Payment

Payments may be made by Credit or Debit Card or via bank transfer, please ring our office for details. Post-dated cheques are not acceptable, and cheques sent to us should be made payable to 'John Bray & Partners (Client A/C)'.

A charge of £30 will be made for any dishonoured cheques or dishonoured card payment, and the Guest will be liable to reimburse the Agent. The Agents website is SSL secured, your credit card details are entered on a secure page and are transferred using secure SSL technology.

15. Overseas Bookings

Overseas Guests may pay in Sterling drawn on a UK bank, MasterCard, Visa, or by international electronic transfer, please ring our office for details. Any charges for payments from overseas will be passed on to the Guest.

16. Guest Obligations:

The guest agrees:

- i. To take good care of the Property and leave it in a clean and tidy condition ready for the next occupier, otherwise a cleaning charge will be levied. Please note a cleaning service can be organised for Guests at an extra fee by contacting the Agent at least 48 hours prior to departure. Should the Owner be dissatisfied with the condition of the property upon the Guest's departure, they may refuse to take a booking from that Guest again. If a Guest is excluded from two or more properties by different Owners, then the Agent reserves the right to refuse any more bookings from that Guest, at any other property.
- ii. To pay for any losses or damages to the Property, its fixtures, fittings and effects caused by the Guest or a member of their party (reasonable wear and tear excluded).
- iii. To pay for gas, electricity, fuel, telephone and WIFI charges incurred during the holiday that the Agent or the Owner believe to be the result of excessive Guest use.
- iv. To accept responsibility for the supervision of all children, babies, pets and any adults requiring care. Properties with an enclosed garden, patio or decked area should not be considered as dog proof or child friendly.
- v. Not to cause a nuisance or annoyance to occupants of nearby property.
- vi. Not to smoke inside any property or from the windows of any property. Candles should also not be used in any property even if they are there in the house. The Agency and the Owners reserve the right to make a charge where Guests have contravened an Owner's request for their property to be smoke free (in order to comply with the Unfair Terms in Consumer Contracts Regulations 1999 the amount of such a charge should not be more than the cost of the cleaning.)
- vii. To be responsible for placing any rubbish in the correct bags and location for collection as per the individual property's waste collection instructions. The Agent reserves the right to pass on any charges resulting from incorrect or

excessive disposal of rubbish.

- viii. To pay a £40 charge in the event of the Agent having to clear, pick up or black-bag waste and rubbish, or clean a barbecue that has been used by the Guest.
- ix. To allow the Owner or the Agent or its authorised representatives to enter the Property to inspect the state of it and to carry out any necessary works of maintenance or repair, at all reasonable times (in the event of emergency at any time), causing as little inconvenience to the Guest as is reasonably practicable and making good any damage caused to the Property and to the Tenant's property.

17. Properties with swimming pools and hot tubs

For properties with a swimming pool and/or hot tub, the lead Guest agrees and accepts responsibility for:

- the health and safety of their entire group in and around the swimming pool and/or hot tub.
- ensuring that their group abide by the pool or hot tub rules or code of pool conduct, or code of hot tub conduct, the pool operating plan or the pool or hot tub operating Instructions provided for guests in the house information folder.
- children and non-swimmers, who must be supervised by an adult at all times when in, or in the vicinity of, the swimming pool and/or hot tub.
- ensuring the correct procedures are followed by their group in the event of an accident or emergency.

The Owner and the companies they engage to provide services at their property reserve the right to:

- restrict access at any time to any part of or the entire swimming pool or hot tub and the areas around them for maintenance or safety reasons; or
- expel the Guest and their group from the swimming pool and/or hot tub area for any breach, or suspected breach of, the applicable code of conduct or the operational instructions, any act or omission which endangers their safety or the safety of others, or if they have caused unnecessary damage which has not been reported to the Owner and the Agent.

18. Pets

A pet may be permitted in certain properties, those which display a dog icon, at a standard extra weekly cost. Where pets are permitted, the Guest must ensure that:

- i. The pets must never be left in the property unattended.

- ii. Any fouling of lawns, paths etc. must be cleared by the Guest, or a charge of £40 will be applicable.
- iii. A bed is brought by the Guest for the pet to sleep in.
- iv. Pets are free from parasites and fleas before they occupy the property.
- v. The pet is kept under strict control at all times whilst on the property.
- vi. No dogs are allowed in bedrooms, or on beds, chairs or settees and hair must be cleared up before departure (other stipulations can apply, please refer to specific property descriptions).
- vii. Any damage caused by a pet should be reported to the Agent immediately.
- viii. Excessive cleaning due to Guest pets may incur an additional charge.
- ix. Guests should ensure they have suitable pet Insurance in place to cover damage caused to the Owners property or belongings.

Failure to comply may result in you being asked to leave without compensation and/or may incur subsequent charges.

Where "No Pets" is specified at a property, this is non-negotiable. If an assistance dog is required by a Guest or a member of the Guest's party, this should be communicated to the Agent at the time of booking or immediately thereafter if such booking was made online. In such circumstances, the assistance dog's identification book must be presented to the Agent upon request.

Please note that the Agent cannot guarantee a property that says "No Pets" has never had a pet in it.

The Agent cannot accept responsibility for any legislation relating to dogs not being permitted on beaches.

19. Bed Linen & Towels

Sheets, pillowcases, duvet covers and towels are not provided unless otherwise specified within the property description. If Guests have allergies to certain types of bedding, they should bring their own pillows and duvets. Linen can be hired at an extra charge, please ask for more details.

20. WiFi

Broadband speed and service can vary widely and at some properties bandwidth is restricted, so may not be sufficient capacity for downloading films, TV programmes or music. If connection to the Internet is vital to a Guest they should bring their own access (via a dongle) and should NOT rely on the house provision.

If WiFi/Broadband is offered, the Guest agrees to comply with all current legislation pertaining and regarding to the use of electronic data use and the Internet. Use is limited to 5GB per week of occupation. Broadband accounts are monitored and if excessive use occurs the

Guest will be charged accordingly. The Owners and the Agent accept no liability for the loss or damage to the Guest's data, or for the Guest's inappropriate or illegal use of the Internet.

21. Photos & Descriptions

The property descriptions and photos on the website/brochure are provided in good faith and can be subject to minor alterations. Whilst the Agent makes every effort to ensure the accuracy of the property description, they cannot be held responsible for any alterations made to the property or its amenities that are beyond its reasonable control. If a facility is particularly important to you, please check with the Agent prior to booking.

A booking is taken on the assumption that the guest should only book a property that is suitable for their needs and by placing a booking with the Agent, the Guest confirms that they have read the full property description and any notifications held within.

22. Prices

The Agent reserves the right to amend prices quoted in the brochure or online due to errors or omissions, but such changes shall be notified to the Guest as soon as possible and the Guest shall be able to cancel the booking if the amended price is significantly higher than the original price quoted.

23. Users Risk

The use of amenities provided by the Owners such as swimming pools, play equipment etc. is entirely at the Guests risk and no responsibility can be accepted by the Owner or Agent for any injuries caused, or loss or damage to any belongings or persons who use them.

24. External Factors

The Agent and the Owner cannot be held to account or be responsible for; any holiday fairs, fetes, events or festivals occurring during the letting season; any noise or building works in the vicinity or on neighbouring properties or the activity of any wildlife that may live in the vicinity.

25. Older Properties

Many of our older cottages offer charm and character and were built well before the current building regulations, some being grade listed. Sometimes they may have lower ceilings, or low doorways, narrow stairs, uneven or unusual sized steps. Damp patches, powdery salt crystals and paint blistering can occur after wet periods in coastal properties or through condensation if windows have not been left open for air to circulate. Heating systems in properties also vary from night storage, electric and oil/gas central heating, through to ground source under-floor.

26. Complaints

As the Agent our aim is to provide you with excellent customer service. Occasionally we may fail to meet your expectations, mistakes can happen and

when they do, we will try to put things right as quickly as possible.

In the event of there being a cause for complaint concerning a property, the Guest must contact the Agent immediately in person or by telephoning the office within office hours. It is important that this is done whilst the Guest is still at the property so that an on-the-spot investigation can be made if necessary and remedial action taken if possible.

No compensation will be offered to a Guest by the Agent or Owner should the Guest deny the Owner or Agent the opportunity to rectify the issue during the Holiday.

For complaints that cannot be resolved immediately Guests must contact the Agent within 14 days of their departure date and the Agent will follow a set Complaints Handling Procedure. All complaints will be considered by a designated complaints handler from the Agent who will be acting on a goodwill basis as arbiters between the Guest and the Owner to resolve any dispute, but the Agent cannot be held liable if one or both parties are dissatisfied with the outcome.

Neither the Owner nor the Agent accepts responsibility for work taking place outside the boundary of a property, or for noise or nuisance resulting from third party activity over which the Owner or the Agent has no control.

If the complaint cannot be resolved, it can be referred at any time, by either side to the independent arbitration service.

27. Breach of Contract

If there is a breach of any of these conditions by the Guest or any of the party, the Owners or the Agent reserve the right to re-enter the property and end the Holiday and ask the Guest and their party to leave.

If there is a breach of contract by the Agent or the Owners, then the Guests have the right to end the Holiday and leave.

Ending the holiday by either the Agent, the Owner or the Guest does not affect that party's other rights and remedies.

28. Governing Law & Jurisdiction

The non-exclusive law and jurisdiction of English and Wales will govern any dispute.

29. Confidentiality and Data Protection

Please see the Agent's [Privacy Policy](#) which explains how the Agent will process your personal data. The Agent is committed to protecting your privacy. Your information will only be disclosed to third parties in the normal course of the fulfilment of the contractual arrangement and in arranging and administering any insurance contract(s) and with ITC Compliance Ltd for the purposes of

monitoring and/or enforcing compliance with any regulatory rules/codes.

30. Lost Property

Neither the owner or the Agent can take any responsibility for any item(s) left behind by a guest after their stay is over. If an item is recovered by the Owners caretaker or one of the Agent's staff, then it will be brought to the Agent's office to await collection from a courier arranged and paid for by the Guest.

After 3 months any items found that have not been claimed or collected, will be donated to charity.

31. Previous Booking Conditions These Booking Conditions replace and supersede all previous editions.