

Ower Quay Cottage

OWER QUAY COTTAGE CONDITIONS OF RENTAL:

Owner: Emma Tucker

1. **Contract** – The Contract of Rental of Ower Quay Cottage (“Property”) shall be between the Renter (“You”) and the Owner and subject to these conditions of rental.
2. **Payment and Booking** – Unless otherwise agreed in writing by the Owner, a provisional booking must be confirmed within 7 days by receipt of a booking form and payment in full. Provisional booking will be cancelled after 7 days without further reference or notice. All parts of the booking form must be completed including all guests’ names. Unless otherwise agreed in writing by the Owner No more than the number of persons shown on the website and included on the booking form may occupy the Property.
3. **Period of Rental** – Unless otherwise agreed in writing by the Owner, Ower Quay will be ready for you from 4pm on the arrival day and You must leave the Property by 10AM on the departure day. Changeover day is Friday as shown on the website (unless otherwise indicated), although a different day may be arranged out of season. Ower Quay is in a remote location, and we strongly recommend check-in during daylight hours.
4. **Care of the Property** – The Property must be left in a clean and tidy condition by 10am on departure day, and all breakages and/or damage reported to the Housekeeper. The Damage/Security Deposit (“Deposit”) of £1000 is held by the Owner, and, subject to these Conditions, will be returned to You as soon as possible after the property has been checked at the end of your stay. Any extra cleaning charges and costs of repairs or replacements shall be deducted from this deposit. The number of persons staying at the Property must not exceed the number stated on your booking form. The Owner reserves the right to revoke or refuse occupation prior to or during your booking where the maximum number is exceeded or where the Owner considers the party unsuitable.
5. **Pets** – No pets or other animals are allowed in the property under any circumstances.
6. **Right of Entry** – The Owner and/or her representative(s) shall be allowed the right of entry at all reasonable times for inspection, repair or maintenance purposes save for in the case of an emergency when the Owner and/or her representative(s) will have right of entry at any time during Your booking.
7. **Holiday cancellation and curtailment Insurance** – Applicable to all bookings – Your booking is a legally binding contract, and like all contracts you should protect yourself in case things go wrong. Once the deposit is paid you will be liable for the whole rental. It is therefore recommended that any booking be protected by holiday cancellation and curtailment insurance. It is a condition of your booking that you arrange to insure against the possible cancellation of your holiday.
8. **Cancellation** – In the event that You wish to cancel the booking prior to its commencement the full payment will still be due. Upon notifying the Owner in writing, the Owner shall endeavour to re-let the property for the period concerned or for such part thereof as may prove possible. If such entire re-letting or part thereof can be arranged, the balance or part thereof, if already paid, will be refunded to You less a \$150 charge for additional administration.
9. **Availability** – this Contract is made on the understanding that the Property and its facilities as published will be available for the dates stated. If the Property is not available through events arising beyond the control of the Owner, then the Owner reserves the right to cancel the booking. You will be advised of any such circumstances as early as possible. The Owner will refund all monies paid to date in full, but You will have no further claim or action against the Property Owner

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10. **Linen** – Bed linen and/or towels (excluding beach towels) are supplied. Bed linen is provided for sofa bed or cots by special request. There is a fee for stays of less than 7 nights.
11. **Complaints** – The Property is inspected regularly by the Owner or her representative(s) but responsibility cannot be accepted for any changes made by the Housekeepers since the inspection., In the event of any complaint You should immediately contact the Owner or Housekeeper who will attempt to resolve the problem for you. The Owner cannot consider complaints reported after you have returned home from your holiday or when You have denied the Owner or the Housekeeper the opportunity of investigating the complaint and endeavouring to put matters right during the booking.
12. **Website** – The Owner takes every care to ensure the accuracy of the Property. All information is given in good faith and believed correct, but the Owner cannot be held responsible for any errors, or the results of such errors. Further, the Owner cannot accept liability for happenings outside its reasonable control, such as breakdown of domestic appliances, plumbing, wiring, sudden temporary invasion of pests, damage resulting from exceptional weather conditions, war, strikes, industrial disputes, sickness, changes imposed by re-scheduling of airline, train operators or ferry operators resulting in loss, injury or accident. Please also note some of the linens, furniture and accessories may vary from those pictured on our website as the house is regularly updated and redecorated.
13. **Liability** – the liability of the Owner shall not exceed the amount actually paid as rental by You for the Property. It is an express condition of this Contract that the Owner shall not be held responsible for any accident, loss or damage which may be sustained by You or any, member of your party, or visitor, or their property, however caused.
14. **Disclaimer:** Use of the Property is at your own risk. You must take extra care, especially the supervision of children, in this property where there is a tidal shoreline. You are responsible to ensure the Property suits your own needs, if you have any special requirements, please advise the Owner before booking.
15. **Price Changes** – the Owner reserves the right to amend prices quoted on their website, due to errors and/or omissions.
16. **Short breaks** – We offer short breaks during the period November – Easter excluding Christmas. They can sometimes be booked at other times but usually only at short notice during May, June, July, August, September and October.
17. **Left and unclaimed property** – Please note if you wish to have any items returned to You, accidentally left at the Property, there is a minimum handling charge of £10.00 but the Owner reserves the right to dispose of any such property if not notified within 5 days of your departure.
18. **Country stone cottages** – Our cottage is over 200 years old. Although it is inspected very carefully, it is natural and understandable that these properties may occasionally be prone to humidity effects.
19. **Fuel** – Gas (LPG), water and electric are included in the rental price. Additional logs can be provided for a nominal charge if requested at time of booking.
20. **Noise and Nuisance** – Neither the Owner nor her representative(s) can accept responsibility for any noise or nuisance, including building work, outside the boundary of the property, over which they have no control.
21. **Smoking** – All properties are non-smoking, and smoking shall be always prohibited.
22. **Payment:** By cheque or direct transfer. Confirmation will be sent out on receipt of payment. Key details and directions are sent out once the full balance is received.