

OWER QUAY COTTAGE CONDITIONS OF RENTAL:

1. **Contract** – The Contract of Rental of Ower Quay Cottage (the Property) shall be between the Renter [You] and the Property Owner and subject to these conditions of rental.
2. **Payment and Booking** – A provisional booking can be accepted by telephone and must be confirmed within 7 days by receipt of a booking form and payment in full. Provisional reservations will be cancelled after 7 days without further reference or notice. All parts of the booking form must be completed including all guests' names. 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** – 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 located in a remote setting 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 security deposit of £1000 is held by the Property Owner, and 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 cottage must not exceed the number stated on your booking form. The Property Owner reserves the right to revoke or refuse occupation prior to or during your holiday where the maximum number is exceeded or where the Property Owner considers the party unsuitable.
5. **Pets** – No pets or other animals are allowed inside the property under any circumstances. If you have pets with you and they need to be exercised, that must take place away from the property and garden. Renters will be liable for any damage to the property caused by pets.
6. **Right of Entry** – The Property Owner or his representative 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.
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 make arrangements to insure against the possible cancellation of your holiday. You must make your own arrangements for your insurance.
8. **Cancellation** – In the event that You wish to cancel the arrangements prior to the commencement of the holiday the balance will still be due. Upon notifying the Property Owner in writing, the Property 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 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. In the event that the Property is not available through events arising beyond of the control of the Property Owner, then the Property Owner reserves the right to cancel the booking. You will be advised of any

such circumstances as early as possible. Ower Quay will refund all monies paid to date in full but You will have no further claim or action against the Property Owner

10. **Linen** – Bed linen and/or towels (excluding beach towels) are supplied. Bed linen is provided for sofa bed or cots by special request.
11. **Complaints** – The property is inspected regularly by the Property Owner 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 Property Owner or Housekeeper who will attempt to resolve the problem for you. The Property Owner cannot consider complaints reported after you have returned home from your holiday or when You have denied Ower Quay Property Owner or the Housekeeper on call the opportunity of investigating the complaint and endeavouring to put matters right during the holiday.
12. **Website** – The Property Owner takes every care to ensure the accuracy of the property. All information is given in good faith and believed correct, but the Property Owner cannot be held responsible for any errors, or the results of such errors. Further, the Property 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 Property 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 Property 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 Property Owner before booking.
15. **Price Changes** – the Property 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 Property 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 Agents nor the Property Owner 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 prohibited at all times.

- Bookings can be made by telephone or email.
- Provisional bookings are held for 7 days until we receive your completed booking form and payment in full.
- The web site shows availability. Once you have completed an on line booking request and payment, an email will be sent to you along with a booking reference number. We will then process your booking and payment which will be confirmed by email.
- For last minute bookings or short breaks please phone or email with your enquiry.
- We ask guests to insure against cancellation as you will be liable for the whole rental should you need to cancel after the deposit has been paid.

What is included:

- The price includes all gas (LPG), electricity and water.
- Bed linen and towels are provided. Beach towels are not provided.
- A travel cot can be provided, please request this by email.

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.