DEFINITIONS In these Booking Conditions:

“Booking” means a booking for a Property.

“Booking Conditions” means the terms and conditions of the Booking and of Cornwall Hideaways’ general booking procedure.

“Booking Form” means the booking form supplied with this brochure or on the Website.

“Contract” means the contract between You and the Owner for the letting of the Selected Property as may be amended from time to time in writing between You and Cornwall Hideaways or the Owner.

“Cornwall Hideaways” means Cornwall Hideaways Limited, a company registered in England and Wales with company number 03314233 whose registered office is at Draycott Business Centre, Draycott, Moreton-in-Marsh, Gloucestershire GL56 9JU.

“Data Protection Legislation” means the Data Protection Act 2018, the General Data Protection Regulation (EU) 2016/679 (as applicable) and any other laws relating to the protection of personal data and the privacy of individuals.

“Owner” means the owner of the Selected Property and “we” and “our” relate to the Owner.

“Property” means any of the properties advertised in this brochure, special promotional leaflets or on the Website.

“Rental Fee” means the total fee for the Selected Property as set out in this brochure or on the Website and includes all applicable charges for additional services provided by the Owner, other than Cornwall Hideaways’ own booking fee which is included.

“Rental Period” means the period of time for which You wish to rent the Selected Property as stated in the Booking Form or other written confirmation of the Booking from You.

“Selected Property” means the Property specified by You in the Booking Form.

“Website” means Cornwall Hideaways’ Website at www.cornwallhideaways.co.uk.

“You” means the person who makes a Booking.

1 AGENCY 1.1 Cornwall Hideaways arranges short term home rentals (including rental, heating, electricity, use of bed linen/towels (if supplied) and VAT if applicable but excluding any charges for additional services provided by the Owner, other than Cornwall Hideaways’ own booking fee which is included).

2 CONTRACT 2.1 The Contract for renting the Selected Property is between You and the Owner and it incorporates and is subject to these Booking Conditions.

2.2 By making a Booking you are deemed to have made an offer to enter into a contract with the Owner for the letting of the Selected Property in accordance with the Booking Conditions.

2.3 The Booking will be deemed accepted and the Contract referable to the Booking will come into effect and be legally binding when Cornwall Hideaways issues a confirmation of the Contract to you.

3 BOOKING AND PAYMENT 3.1 You may make a Booking by:

• Contacting Cornwall Hideaways by telephone on 01841 508199; or

• Sending an email giving details of your Booking requirements to Cornwall Hideaways at enquiry@cornwallhideaways.co.uk; or

• Booking online at www.cornwallhideaways.co.uk.

3.2 If, when making your Booking, the start date of your proposed Rental Period is more than 8 weeks away, You must pay a non-refundable deposit to Cornwall Hideaways. This deposit is one third of the Rental Fee. The balance of the Rental Fee is payable 8 weeks before the start of the Rental Period.

3.3 The entire Rental Fee is payable at the same time as the Rental Period, no cheques or credit card payments will be accepted. All payments must be made in cleared funds, i.e. by debit card or BACS.

4.2 For Bookings made less than 3 weeks before the start date of the Rental Period, no cheques or credit card payments will be accepted. All payments must be made in cleared funds, i.e. by debit card or BACS.

4.3 All cheque payments shall be made to Cornwall Hideaways at the address stated in the Booking Conditions and made payable to ‘Cornwall Hideaways Limited’.

5 CANCELLATION 5.1 If you cancel the accepted/confirmed Booking for any reason, you must notify Cornwall Hideaways in writing at the address stated in these Booking Conditions as soon as possible.

5.2 A cancellation charge is payable depending on the number of days (or part thereof) before the Rental Period start date that the Booking is cancelled is received by Cornwall Hideaways. The amount payable is set out below, where number of days refers to the number of days notice given at cancellation or for the start date of the Rental Period. The Cost refers to the percentage of the Rental Fee of the Selected Property:

<table>
<thead>
<tr>
<th>No. of days prior to the start of the Rental Period booked</th>
<th>The Cost you will incur to cancel your confirmed Booking</th>
</tr>
</thead>
<tbody>
<tr>
<td>1–28 days</td>
<td>100% of the Rental Fee</td>
</tr>
<tr>
<td>29–56 days</td>
<td>50% of the Rental Fee</td>
</tr>
<tr>
<td>57 days or more</td>
<td>Full deposit under Condition 3.2</td>
</tr>
</tbody>
</table>

5.3 Please note that should a cancellation be made the Owner shall be entitled to retain sums received from you in accordance with further condition 5.5.

5.4 If the Selected Property which you have booked and which has been accepted becomes unavailable or unusable for any reason prior to the start of the Rental Period, Cornwall Hideaways will use reasonable endeavours to find a suitable alternative. If an alternative Property is unavailable, you will be reimbursed any sums received from you in respect of the Contract.

5.5 If you agree to take an alternative Property, you will be sent a confirmation form setting out details of the new Property, Rental Fee and Rental Period and you will be deemed to have entered into a contract with the Owner of the new Property (deemed to be the Selected Property, such contract to have incorporated these Booking Conditions and you shall be liable to make payments in accordance with these Booking Conditions.

6 RENTAL PERIOD 6.1 The Rental Period commences, unless otherwise notified, at 4.00 pm on the day of arrival and terminates at 10.00 am on the day of departure.

6.2 On some Properties a minimum stay of 2 nights at certain times of the year and during the Christmas Period may be available at Cornwall Hideaways’ discretion for a fee.

6.3 Cornwall Hideaways will notify you, once you have paid the Rental Fee in full, if a late departure is available and at what fee.

6.4 If your stay extends beyond the period of hire in condition 6.1, or such other period as expressly agreed under condition 12.1, the Owner reserve the right to charge for the additional time based on the applicable daily rate for the Selected Property.

7 CHANGES OF RENTAL PERIOD 7.1 Cornwall Hideaways will accept no responsibility or obligation, to consider a request from you to change the Rental Period after it has been confirmed and accepted. Such a request will only be accepted if:

• the Selected Property is available for the new Rental Period;
• you pay an administration fee, £42.00 (including VAT) at time of publication but variable, and any sums due in respect of any higher prices for the Selected Property for the new dates.

8 USE OF SELECTED PROPERTY 8.1 You agree that the number of people staying in the Selected Property will not exceed the maximum number stipulated in the brochure or on the Website save that (unless stated otherwise in the brochure or on the Website), the number of guests staying at the age of 2 years at the start of the Rental Period may also stay if sleeping in a cot up to a maximum number of infants equal to the number of bedrooms at the Specified Property.

8.2 You agree that the Selected Property will be used for personal and domestic purposes only.

8.3 You agree that the Selected Property will not be used for any commercial purpose without the written consent of Cornwall Hideaways.

8.4 You agree that the Selected Property will not be used for any activities that may cause disturbance or annoyance to neighbours of the Selected Property.

8.5 You and your guests will comply with any reasonable regulations relating to the Selected Property or the site within which the Selected Property is situated, which will be communicated to you upon/or prior to your arrival at the Selected Property.

8.6 Smoking of tobacco in any form or E-cigarettes is not permitted within any property offered by Cornwall Hideaways.

9 CARE OF SELECTED PROPERTY 9.1 You agree to keep the Selected Property and its contents in the same condition and repair as found on your arrival at the Selected Property and shall procure that your guests shall also take care of such Property and its contents.

9.2 For every Selected Property Cornwall Hideaways has agreed a Damage Waiver policy which means the costs of making good any loss or damage to the Selected Property and its contents caused by You, or any of your guests or accompanying animals up to a predetermined amount depending on the size of the Selected Property will not be recovered from You. This amount will be specified in the booking confirmation.

Where any such damage so caused exceeds this amount, You will agree to pay to Cornwall Hideaways varying on the size of the Selected Property which has been accepted becomes unavailable or unusable for any reason prior to the start of the Rental Period, Cornwall Hideaways will use reasonable endeavours to find a suitable alternative. If an alternative Property is unavailable, you will be reimbursed any sums received from you in respect of the Contract.

9.3 If the Selected Property is not covered by a Damage Waiver policy, You may be required by the Owner to pay a security deposit at the time of booking. If this applies to the Selected Property you will be advised of the amount at the time of Booking. The security deposit will be refunded at the end of the Rental Period (less any reasonable costs for breakages, damage etc. if applicable).

9.4 You shall abide by all instructions with regard to the use of the Selected Property and its fixtures and fittings as notified to You by Cornwall Hideaways or the Owner from time to time.

9.5 You must ensure that the Selected Property is left in a clean and tidy condition on your departure at the end of the Rental Period (including the cleaning of the fireplace (which you have been permitted to bring to the Selected Property). Cornwall Hideaways may charge you for the reasonable cost of additional cleaning if this is reasonably considered necessary.

10 PETS 10.1 Dogs are welcome in some Properties, but there is a charge for their keeping and helping to cover the cost of housekeeping. For details please contact Cornwall Hideaways or visit the Website. A small selection of Properties may accept cats but not dogs. You should check the Selected Property details and specify that you wish to bring a dog or dogs at the time of Booking so that Cornwall Hideaways can confirm whether or not this will be permitted.

10.2 Registered guide and hearing dogs belonging to those with visual and hearing impairments are allowed in all Properties at no extra charge, even where the Property description states that dogs are not allowed.

10.3 You must ensure that: Dogs are properly controlled and supervised at all times; dogs are not to be left unattended at the Selected Property; and dogs are not allowed in any of the bedrooms or on any of the furniture.

10.4 Guests with allergies should be aware that the Owner cannot guarantee that there have been no dogs at the Selected Property, nor (subject to condition 14.2) does the Owner accept any liability for any allergic reaction which may occur as a result of such pets having been present.

11 RIGHT OF ENTRY Cornwall Hideaways and the Owner shall have the right of entry to the Selected Property at all reasonable times, except when immediate access may be required, for the purposes of inspection or to carry out any necessary repairs or maintenance.

12 RIGHT TO REFUSE BOOKINGS AND TO TERMINATE CONTRACT 12.1 Cornwall Hideaways and the Owner reserve the right to refuse any Booking if in their reasonable opinion the Booking has been made by or on behalf of a person who they reasonably believe to be under the influence of alcohol or drugs, or who may cause disturbance to the peace and quiet of the Selected Property.

12.2 You must inform Cornwall Hideaways at the time of Booking if your party falls in condition 12.1(a) and/or 12.1(b).

12.3 Cornwall Hideaways and the Owner reserve the right to terminate a Contract with immediate effect for the supply of goods and remedies accused by Cornwall Hideaways or the Owner or You which shall remain following termination and ask: You and your guests to leave the Selected Property. You and your guests to leave the Selected Property.

12.4 In the event that your Contract is terminated in accordance with condition 12.3, the Owner reserves the right to refund to you any unearned portion of the Rental Fee in respect of the shortened Rental Period.

13 COMPLAINTS 13.1 Should there be any cause for complaint during your stay or whilst making your Booking you should notify Cornwall Hideaways promptly and describe the nature of the complaint. Cornwall Hideaways will use its reasonable endeavours to remedy the situation on behalf of the Owner but, in accordance with condition 14.1, accepts no liability for its actions all of which are performed on behalf of the Owner which shall be solely liable.

13.2 Within the property there will be the telephone number of the owner/housekeeper of the Property, who...
you can contact in the event that you have a problem with the Property.

13. If the owner/housekeeper is unavailable, please contact Cornwall Hideaways on 01841 508199.

14. If you wish to make a complaint after your Rental Period has ended please do so to Cornwall Hideaways in writing within one month of the end of the Rental Period and we will attempt to resolve any compensation cannot be offered where a complaint has not been raised during your stay.

14.1 Cornwall Hideaways shall act as agent on behalf of the Owner and is not liable to You or any of your party under or in connection with the Contract (save in respect of negligence or breach of statutory duty by the Agent or its employees), or under or in connection with the Contract (save in respect of negligence or breach of statutory duty by the Owner or its other agents or representatives.

14.2 Nothing in these Booking Conditions shall limit or exclude the liability of the Owner or Cornwall Hideaways for death or personal injury resulting from its negligence or for fraudulent misrepresentation or for any liability which cannot be excluded by law.

14.3 Cornwall Hideaways shall not be liable for any actual or alleged indirect or consequential loss howsoever arising suffered by You, or for any loss (either direct or indirect) of profits, anticipated profits, savings, business or opportunity or loss of publicity or loss of reputation or opportunity to enhance reputation or any other sort of economic loss.

15. Force Majeure 15.1 Neither Cornwall Hideaways nor the Owner shall be liable for any delay or nonperformance of their obligations under the Contract to the extent that the performance is interrupted or prevented and the likelihood and duration of the damage control. Cornwall Hideaways or the Owner shall as soon as reasonably practicable upon it becoming aware of the same notify you.

16. Data Protection 16.1 For the purposes of this clause, capitalised terms not defined elsewhere in this Contract shall have the meaning set out in the Data Protection Legislation. The Owner and Cornwall Hideaways are joint Data Controllers of all Personal Data provided to Cornwall Hideaways by You. The Owner agrees that Cornwall Hideaways can process such Personal Data on its behalf, for the purposes of processing and administering your Booking.

16.2 The Owner and Cornwall Hideaways will comply with the Data Protection Legislation and any directions issued by the Information Commissioner in the processing of such Personal Data.

16.3 To the extent that Cornwall Hideaways is a Processor, you agree that Cornwall Hideaways may Process the relevant Personal Data and may need to pass your Personal Data to third parties or organisations who need to know them so that the Booking can be provided.

16.4 When acting as a Processor, in relation to the Booking to the Owner and Cornwall Hideaways shall:

16.4.1 Process the Personal Data only to the extent necessary for the purpose of providing the services and in accordance with any written instructions from You and this Contract.

16.4.2 Implement and maintain appropriate technical and organisational measures in accordance with the Data Protection Legislation to ensure a level of security appropriate to the risks that are presented by such Processing, in particular from accidental or unlawful destruction, loss, alteration, disclosure or access to existing records and information to the extent to which it is required to retain a copy of the Personal Data.

16.4.3 Transfer the Personal Data outside of the EEA only where adequate levels of protection are in place.

16.4.4 Ensure that any employees or other persons authorized to have access to such Personal Data are subject to appropriate obligations of confidentiality.

16.4.5 Not engage any third party to carry out its Processing obligations under this Contract and to ensure that it has adequate safeguards in place which confirms that such third party will, at all times during the engagement, be subject to Processing obligations which comply with the Data Protection Legislation.

16.4.6 As soon as reasonably possible and without undue delay notify You about any request (including subject access requests) or complaint received from Data Subjects without responding to that request (unless authorised to do so by You) and assist You by technical and organisational measures, insofar as possible, for the fulfilment of your obligations in respect of such requests and complaints as its then-current rates.

16.4.7 Notify You without undue delay as soon as Cornwall Hideaways becomes aware of any relevant breach in data security.

16.4.8 Maintain appropriate records and information in compliance with Data Protection Legislation and on request by You, make available copies of any records and information necessary to demonstrate Cornwall Hideaways’ compliance with this Clause 16 and otherwise permit, and contribute to, audits carried out by You or Your (authorised representative) at its then-current rates; and

16.4.9 On termination or expiry of this Contract, destroy or return (as You direct) all relevant Personal Data in its power, possession, or under its control, or access to such Personal Data as necessary to demonstrate Cornwall Hideaways’ compliance.

16.5 You acknowledge that Cornwall Hideaways may also Process and store your personal details for its own administration, market analyses and operational reviews.

16.6 You consent to Cornwall Hideaways appointing the third party Processor in respect of your Personal Data to process your Booking.

16.7 You acknowledge that Cornwall Hideaways will collect, name, address, email and other contact details (as well as bank details, in some cases) in order to complete your Booking, and that Cornwall Hideaways’ Processing of such Personal Data shall continue for the duration of this Contract.

16.8 Full information on how Cornwall Hideaways will use your personal data is available in our privacy policy on the Website.

17. Miscellaneous 17.1 If any provision of the Contract (save for any part of any Directive or any court or other authority of competent jurisdiction to be invalid, illegal or unenforceable, that provision or any part of any provision shall, to the extent required, be deemed not to form part of the Contract, and the validity and enforceability of the other provisions of the Contract shall not be affected.

17.2 You shall not, without the prior written consent of Cornwall Hideaways acting as agent for the Owner, assign, transfer, or delegate any of your rights or obligations under this Contract.

17.3 A person (other than Cornwall Hideaways) who is not a party to this Contract shall not have any rights under or in connection with it.

17.4 The Contract shall be governed by and construed in accordance with English law and shall be subject to the exclusive jurisdiction of the English Courts.

**General Notes - Brochure Details**

Cornwall Hideaways prints the brochure every 12 months. Cornwall Hideaways for itself and as agent and the Owners of Properties aim to ensure that the particulars of the Properties as set out in the brochure or on the Website are accurate. Nevertheless, on occasions there may have been a change of circumstances and the brochure or the Website may be out of date or up to date. For example, the local shop or pub may have closed for business. Please ensure that you check all of the details on your brochure or on the Website, or otherwise provided to You, as soon as reasonably practical after we become aware of any such change.

**Guest Safety**

The Owners and Cornwall Hideaways take the safety of guests very seriously. Therefore we ask that guests who stay in the Property take a few moments to think about their safety at the Property. In particular You should:

1. Check the layout of the Property, so that in an emergency You and your party can get out quickly and easily.

2. Check the locations of the fire extinguishers and fire blanket and read the instructions for use.

3. Check the location of the first aid box.

4. Read and take note of specific safety information provided in the Property.

If you have any questions about the safety of the Property, whether it is shown in the brochure or on the Website, or otherwise provided to You, as soon as reasonably practical after we become aware of any such change.

**Cottages with Character**

We ask Guests to bear in mind that many of our properties are period properties and were built before the days of damp proof courses and cavity wall insulation, so some Properties may show signs of damp. Bear this in mind if your party includes an elderly/infirm person or very young children. Should traditional cottage features (steep stairs, low beams, uneven floors) be a problem for any member of your party, You should consider this when selecting a Property before making any Booking; please note that such features are listed in our current brochure and on the Website and Cornwall Hideaways Booking Office staff can advise on property suitability.

**Special Requests**

We will endeavour to help those in your party with special requirements by recommending cottages that are especially suitable; please refer to the brochure or contact our Booking Office at the time of Booking.

Many Properties are over 100 years old and some are listed. Consequently the structure and fittings will not necessarily have the latest design features and many lack facilities such as ramps for wheelchairs. Some Properties may not be childproof and may have steep approaches or steps. Therefore, we would strongly advise you to read the information identified as Visitors’ notes in the brochure in order to assess the suitability of any Property before placing a Booking; or please contact us in order to discuss any particular needs that you may have prior to booking. Personal information is held by Cornwall Hideaways on your behalf. Should you have any queries regarding this right or your personal information please contact Cornwall Hideaways.

**Location**

Properties in rural locations can experience animal noise and occasionally noise from grass cutting or other farm machinery or activities. Some Properties are situated on non-surfaced roads/tracks. Flora and fauna: In rural areas, insects and other creatures are fairly common and not necessarily an indication of poor housekeeping standards. Whilst preventative action against the introduction of animals on the Property Owners, these creatures can never be eradicated completely.

**Complaints**

Property Owners and Housekeepers are under a legal duty to try to ensure that you enjoy your stay. If there is a problem during your holiday it is always best resolved at the time. Your contract is between You and the Owner, therefore in the event of a problem you should contact the owner/housekeeper (if available, Cornwall Hideaways) immediately to allow remedial action to be taken. However, please note any complaints raised after your holiday will not result in any form of compensation. The property you have booked is a domestic home and the Owner does not always have access to 24 hour a day maintenance services.

**Guest Damage**

You should report accidental damage or breakage if and when it happens. Repairs or replacement items can then be arranged in advance of the arrival of the next guests.

**Damage Deposit**

Nearly all Selected Properties benefit from a Damage Waiver policy where the Owner will not seek reimbursement from You for damage below a certain value (see Booking Condition 9.2). In the case of a few Selected Properties the Damage Waiver policy, in line with the Owner, may require You to pay a security deposit. If this applies to your Selected Property You will be advised of the amount of the security deposit at the end of your holiday rental (less any costs for breakages, damage or breakages). The security deposit will be refunded at the end of your holiday rental (less any costs for breakages, damage or breakages). The security deposit will be refunded at the end of your holiday rental (less any costs for breakages, damage or breakages).

**Other Issues**

WiFi and mobile signal; Neither the Owner nor Cornwall Hideaways can be held responsible for the non availability or poor quality of WiFi or mobile telephone signal at or around the Selected Property as these are matters beyond their control. Where a Selected Property is advertised as having WiFi, neither the Owner or Cornwall Hideaways give any guarantee as to available or usable speed. Building Works: Neither the Owner nor Cornwall Hideaways can be held responsible for any building or road workings which may be carried out close to your Selected Property. Where we are aware of any planned works, we will endeavour to advise You in advance. Special Requests: Special Requests may be made prior to travel and whilst we will endeavour to meet them, this cannot be guaranteed. Under no circumstances will requests be accepted by us form part of our contractual obligations. Unless agreed in writing by Cornwall Hideaways and the Owner, Cornwall Hideaways does not accept liability for special requests that are not fulfilled. Withdrawal of Facilities: You have the right to alter or withdraw amenities or facilities or any activities without prior notice where reasonably necessary for repairs, maintenance or circumstances beyond our control.

Please note: Cornwall Hideaways reserves the right to update Booking Conditions. Any updates to the terms printed here will be reflected on our Website, and included in the contract that You receive.