

Booking terms and conditions

Our booking terms and conditions describe our policies and procedures (and clarify the contractual relationship between you and the owner of the property).

It's important that you take the time to read through our booking terms and conditions before placing a deposit on any property. Once you've done this, you'll be liable for the full cost of your holiday if you can no longer make it (save for exceptional circumstances set out below). Please take the time to read our cancellation policy.

1. Definitions

The Agent

Port Isaac Bay Holidays

The Guest

Customers who have made a booking via the PIBH website (www.Portisaacbayholiday.co.uk), over the telephone or via email.

The Owner

The individual(s) who is/are the legal owner(s) of the property being booked. The rental arrangements are made by PIBH on behalf of the Owners and the contractual relationship is directly between the Owner of the property and the Guest.

2. The contract

The contract entered into is between the Owner of the holiday accommodation and the Guest. The contract is not effective until the required payment has been received by the agent and confirmation sent to the Guest.

3. The holiday

The Guest has the right to occupy a property for a holiday only (within the meaning of Schedule 1, para 9 of the Housing Act, 1988) for no more than 28 consecutive days at a single property. This begins at 4pm on the start day of the holiday and ends at 9.30am on the day of departure.

4. Liability

The Agent cannot accept responsibility for any sickness, injury, loss, damage, additional expense or inconvenience directly or indirectly caused by or arising out of the property and its appearance, plumbing, gas, electrical or otherwise exceptional weather conditions or owner negligence. Further, no responsibility is accepted for the personal property (including pets), or the cars and contents belonging to the Guest or any member of the party during their occupancy.

5. Photography, property description and marketing

The Agent makes every effort to ensure the accuracy of the property description and photography, the Agent cannot be held responsible for any alterations made to the property or its amenities that are beyond its reasonable control. Photography in marketing materials is sometimes taken using a wide-angled lens in order to show as much of the property as possible which can exaggerate the impression of a room's size. The Guest acknowledges this and agrees it will not make any claim against the Owner or the Agent in respect of issues regarding actual room size. The Agent has the right to use any Guest feedback provided via the

feedback form, guest book or email for promotional and marketing purposes without prior permission from the Guest. Information provided by the Agent is offered in good faith and has been compiled with care and diligence. The Agent and the Owners do not accept liability for disappointment, cost of travel, inspection or other issues relating to marketing materials.

6. Provisional bookings

A provisional booking can be confirmed with the Agent via email or telephone and these will be held for up to three days unless otherwise agreed. If the Guest has not confirmed the booking by paying a deposit within the agreed time period, provisional bookings will be automatically released by the Agent without further reminders.

7. Guest details

To secure a booking with the Agent, party details must be provided to include names and ages of all persons who will be occupying the property during the holiday period. Bookings will not be confirmed until this information has been provided. If the party details change prior to the holiday commencing, Guests will need to inform the Agent.

Only persons listed within the party details are authorised to stay at the property. By agreeing to these terms, the person making the booking is deemed to have permission from all other guests to share their details with the Agent for the purpose of making the booking. The Agent confirms that it will use and hold such details in accordance with its privacy policy (<https://www.latitude50.co.uk/privacy-policy>).

8. Booking eligibility

Bookings cannot be accepted from persons under the age of 18 years or from parties where the majority of members are under 25 years (except families or supervised groups). No bookings can be accepted from single sex groups of three or more, irrespective of age unless a special arrangement has been made with the Owner. The number of persons occupying a property must not exceed the maximum stated in the current property description (infants who do not occupy a bed are not counted as a member of a party).

The person who makes the booking will be legally responsible for all persons included within the party details and should ensure that they are aware of the booking terms and conditions. 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 terms and conditions.

A non-refundable booking fee of £40 is payable at the time of booking to cover the Agent's accreditation, banking and insurance costs.

9. Reservation

To secure the reservation, Guests must complete all parts of the online booking form or provide these details to the Agent over the telephone and make payment for the deposit; a third of the total tariff. The balance is payable six weeks before the holiday is due in most cases (please refer to booking correspondence) and it should be noted that reminders are issued three days before the balance is due and again on the balance due date. If the balance is not received, the Agent reserves the right to cancel the booking without refund of the deposit and the holiday will be offered for resale. Any bookings made within six weeks of the start of the holiday require full payment at the time of booking.

10. Damage deposits

The Guest will be required at the time of making the final payment to provide the Agent with a damage deposit. The amount is property specific and is detailed on the property's webpage on the Book tab. This deposit covers damage, loss, or loss of rental as a result of the conduct of the Guest or members of the

Guest's party. The Guest is liable for the loss and damage caused to the property and contents to the full value of the Owner's loss even though the value of the loss:

- a) may exceed the damage deposit.
- b) may not be covered by the Owner's insurance cover.

It is also a requirement of the conditions of booking that the property is left in a clean and tidy condition at the end of the letting period. The damage deposit will normally be refunded to the Guest seven to ten working days after departure, provided that no damage has been caused to the property, its contents, fittings and fixtures. The damage deposit will be refunded back to the credit or debit card that was used to process the balance payment.

The Agent reserves the right to deduct a £40 charge in the event of having to clear, pick up or black-bag waste and rubbish, or clean a barbecue that has been used by the Guest.

The damage deposit does not limit the Guest's liability for damages. If the damage claim exceeds the damage deposit paid then the Guest is required to settle this within seven days of being notified of the total amount. If the Guest wishes to claim the amount from any personal insurance-based scheme, then the Agent will provide all required documentation, but the Guest must personally settle the claim within the seven-day term.

11. Prices

The Agent reserves the right to charge the Guest any increase on either of these or any other levy imposed by the government that affects the price of the holiday provided the Guest is notified in writing of such increase.

12. Method of payment

Payments may be made by credit card debit card or electronic bank transfer. The Agent is responsible for financial website transactions. The PIBH website is SSL secured, your card details are entered on a secure page and are transferred using secure SSL technology.

13. Overseas bookings

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

14. Travel insurance

The Agent requires that the Guest takes out suitable independent travel insurance when making a booking, to cover the full cost of the holiday in the event of a cancellation.

15. Changing properties

Each property is privately owned and therefore once a booking has been confirmed by the Agent, it can't be transferred to another property except by treating it as a cancellation and a new booking (see section 18).

16. Changing dates

Changing dates of a booking within the same calendar year may occasionally be possible and is subject to the agreement of the Owner. Alterations to a booking by the Guest (except for cancellation) will be subject to an administration charge of £15.

17. Booking alterations by the agent

If for reasons beyond its control (for example failure of a utility service, fire or flood at the property) the Agent has to cancel or alter arrangements made for the Guest it will make every effort to offer an alternative property of up to equal value to that of the property originally hired, if appropriate. If the Guest does not accept the alternative offered, the Agent will return to the Guest any monies paid, whereupon the Agent's liability will cease.

18. Cancellation

The Agent offers a 24-hour grace period starting from the time that the deposit payment was made as a cooling off period. If the Guest wishes to cancel their booking within this time period, they will be fully refunded to include the deposit and balance (the booking fee of £40 is non-refundable).

A holiday booking is a legally binding contract. In the event of a cancellation for any reason other than the circumstances set out in section 17, the Guest will become liable for the full cost of the holiday unless the Agent can secure another booking to replace the Guest's booking. This is not guaranteed. If a replacement booking is secured, the Guest will be charged a one-off administrative fee of £30 and then refunded the balance of any sums paid for their holiday. It is a condition that the Agent is notified immediately by telephone and promptly in writing of the circumstances giving rise to a cancellation as a phone call alone will not suffice.

19. Cleaning, bed linen and towels

Bed linen and towels are included in the hire price of the property. Guests are asked to bring beach towels as these are not included.

Charges for cleaning or replacement of missing, soiled or damaged linen and towels will be deducted from the Guest's damage deposit. Guests are asked to take particular care when it comes to using products that may stain such as make-up and fake tan.

If Guests are staying for 14 days, they will receive a basic refresh clean to refresh WCs, bathrooms and shower rooms as well as fresh linen and towels at or around the end of the first week.

20. Occupancy

Occupancy shall be 3pm & 4pm on the day of arrival to 9.30am on the day of departure, unless special arrangements have been made prior to arrival (the housekeepers have only a limited time to prepare the property for the next guests, and you are asked to respect this).

If the Guest enters the property before 5.30pm, this should be done on the understanding that a pre-arrival check will not be carried out by the Property Manager. This may mean that standards can't be guaranteed, any existing damage may not have been noted, and any issues with the house may need to be inspected and rectified by engineers during your stay.

Should there be anything the Guest feels that the Agent should be made aware of to ensure the comfort and safety of the Guest, please inform the Agent.

If the Guest vacates the property later than the checkout time of 9.30am, the Agent has a right to deduct a charge from the Guest's damage deposit to cover the cleaner's additional time (waiting to enter the property). This will be based on the cleaner's hourly rate.

21. Property rules and information

A property information folder is provided at the property which includes property specific information, specific property rules requested by the Owner and health and safety procedures. Guests are asked to familiarise themselves with this information on arrival and to follow any instructions given. The Agent does not accept liability for the content of this information and the Guest's reliance on it.

22. Parking

Parking information is provided on the property webpage. Guests must adhere to any parking limitations and this includes any visitors to the property. Guests must not park or obscure any neighbouring properties or park on nearby lanes with parking restrictions.

23. Services

Electricity, gas and water are included with the price of the booking.

Any pay per view items downloaded from television platforms such as Sky are at the liability of the Guest.

23.1. Electric car charging

If the Guest has an electric car and is intending on charging the car during their stay at a property that does not have a designated electric car charging point, they must let the Agent know in advance of their arrival.

Some properties do not have the infrastructure for electric car charging and therefore charging can result in damage to the electrics which would lead to a significant deduction from the Guest's damage deposit.

At properties where there is sufficient infrastructure for charging, there will be a charge per car, per charge and this will be deducted from the Guest's damage deposit. This charge varies per property, so the Agent advises the Guest to get in touch prior to their stay.

24. Internet

All properties have Wi-Fi passwords for accessing the service located in the property information folder. The Owner can't guarantee the speed of the internet or be held responsible for any issues with the service, but if the Guest has a problem, they can contact the Agent who will try and assist with the problem.

The Guest agrees to comply with all current legislation pertaining to and regarding the use of electronic data in using the internet provided by the Owner. The Owners and the Agent cannot accept liability for loss or damage to the Guest's data, or, accept responsibility or liability for the Guest's inappropriate or illegal use of the internet.

Please note during the busier months, broadband services can be disrupted. With the huge increase in people trying to access the internet, the local network simply cannot cope so it is therefore likely that if the house that you are renting has a broadband service you could find that it only works intermittently. Unfortunately, neither the Owner, nor the Agent, will be able to sort out this issue, as it will be an infrastructure overloading problem, for which the Agent can only apologise as it is beyond the control of both parties.

25. Pets

In order to ensure that owners will continue to welcome dogs into their homes, the Guest must undertake the following:

- a) There must be no more than two dogs at the property at any time unless agreed with the Owner in advance.
- b) All dogs must be kept under strict control at all times whilst on the property.

- c) Any fouling of lawns, paths, etc. must be cleared up without delay.
- d) The Guest must provide a bed for the dog to sleep in.
- e) No dogs must ever be left in the property unattended.
- f) No dogs are allowed in bedrooms, on chairs or sofas and hair must be cleared up before departure.

In most cases (with some exceptions) a fee is charged of £25 per dog, up to a maximum of two dogs per booking. If the Guest wishes to bring more than two dogs, they should call the Agent's office to allow this request to be passed to the property owner. In the event that the Owner agrees to accept more than two dogs, the stated damage deposit may be increased to cover any additional cleaning. The Agent reserves the right to deduct a £40 charge in the event of having to pick up dog mess.

The Agent is happy to seek permission from the Owner to allow assistance dogs to occupy a non-dog friendly property prior to a booking being confirmed.

26. 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.

27. Older properties

Some of the properties represented by the Agent are older properties. The Agent cannot guarantee that there will not be damp and/or insects (or other characteristics associated with older properties) and you should be aware that it is impossible to eliminate these factors entirely from an older property. Neither the Agent nor the Owner will be held responsible in respect of any particular sensitivity Guests may have to such characteristics.

28. Damage, loss and nuisance

The Guest agrees that the supervision of children, babies, dogs and any adults requiring care remains the responsibility of the Guest at all times. The Guest will be responsible for leaving the accommodation in good order and clean condition, otherwise a cleaning charge will be levied. The Guest will pay for any damage or loss however caused, excluding reasonable wear and tear incurred during occupation. The Guest agrees not to cause nuisance or annoyance to occupants of nearby property, and to allow reasonable access to the property by the Owner or Agent if they deem it necessary. No functions are to be held at the properties

unless discussed with the Agent before booking whereby agreement from the property Owner will need to be sought.

If in the opinion of the Agent or Owner any person is not suitable to continue their occupation of the property because of unreasonable behaviour, damage or nuisance to other parties, the contract may be discharged, and the Owner may repossess the property immediately. The Guest will remain liable for the whole of the cost of the hire and no refund shall be due.

The Guest agrees to allow reasonable access to the property by the Owner or Agent if they deem it necessary.

29. Smoking and vaping policy

All properties are strictly non-smoking and non-vaping. Smoking and vaping are only permitted outside the property away from any open windows or doors. The Guest must not leave cigarette or cigar butts or ashes anywhere around the property. Additional cleaning charges will apply and will be deducted from the Guest's damage deposit should the inside of the property smell of smoke or cigarette butts and ashes are left in the vicinity of the property.

30. Personal items left behind

The Owner and the Agent can't take responsibility for any items left behind by Guests. If an item is recovered, it will be taken to the Agent's office and the Guest will be contacted. If the Guest confirms they want this item returned, this will be subject to a postage charge and a £10 administration fee. This will be deducted from the Guest's damage deposit. After three months, if an item is not claimed it will be disposed of or donated to charity.

31. External factors

Neither Agent nor the Owner will be held to account or be responsible for any of the following which may have an impact on the Guest's stay which results in the Guest seeking to cancel or end their booking early:

- holiday fairs, fetes, events or festivals occurring during the letting season or any noise or building works carried out in the vicinity or on neighbouring properties; or
- compliance with any law or governmental order or direction, adverse weather conditions, strikes, act of God, war or civil commotion or an epidemic or pandemic.

32. Additional services

The Agent can supply a cleaner during occupancy if required, charged at local rates. The Guest must request this at the point of making the booking.

Where a Guest wishes to obtain other additional services during their stay, the Agent can provide relevant contact details. Where a third-party supplier is engaged by a Guest, the Guest will be responsible for the cost of those services and the terms and conditions of the relevant supplier will apply to such arrangements.

33. Complaints

In the event of a problem or complaint, the Guest should phone the Agent within 24 hours of arrival so that remedial action can be taken. If an engineer is requested and the engineer can find no problem, the call-out cost will be passed on to the Guest.

No complaints can be considered where the Agent has not been given an opportunity to investigate the complaint and endeavour to put matters right during the occupation. If the complaint cannot be resolved, it can be referred at any time, by either side, to the independent

arbitration service, the ombudsman of the Holiday Home Association (HHA).