

“Port Quin Farm Holidays” Terms and Conditions.

1. General Information

1.1. Port Quin Farm Holidays (PQFH) is the name given to the group of cottages owned by Mr J.S Williams, Mr S.J Williams and Mr M.D Williams. Address is: Scarrabine farm, Port Quin, Port Isaac Cornwall PL293ST

1.2. In these conditions, 'The Client' is the person who has made arrangements with the Agent as the principle contact or party leader and is named on the “Port Quin Farm Holidays” (PQFH) booking form and Confirmation. 'The Agent' is PQFH (Port Quin Farm Holidays)

1.3. PQFH act as Agent for the Owners of the property (also referred to as ‘the Owners’ or ‘the Owner’) offering Self Catered holidays. Holiday booking arrangements are handled by PQFH, on behalf of the Owners, and the contractual relationship is directly between the Owner and the Client.

2. Making a Reservation

2.1. Reservations can be made by the Client via the internet or by telephoning the PQFH office. PQFH will provisionally hold the property chosen by the Client for forty-eight hours. At the point of making a provisional booking, the Client shall receive a copy of the Terms and Conditions (T&Cs) and a Booking Form.

3. Confirming a Booking

3.1. To confirm a booking, the Client must acknowledge that they have read the T&Cs and complete the Booking Form; confirmation of a booking is not possible without this.

3.2. The Client who completes the Booking Form and agrees the T&Cs does so on behalf of all members of the party and binds them jointly and severally

to the terms therein (See Authority to Sign below).

3.3. The Client is also required to pay an initial deposit payment of 50% of the total cost of the holiday. If the booking confirmation date is within 1 month of the arrival date, PQFH shall require full payment of the holiday cost and any charges for additional services that might be due.

3.4. Any payment made by the Client to PQFH in respect of a property is deemed to confirm acceptance of these Terms and Conditions.

3.5. Upon receipt of payment PQFH will secure the property chosen for the dates requested dates and will send the Client an email to confirm funds received.

3.6. Once a booking is confirmed and subject to the Cancellation Policy (Below), the Client is liable for payment of the balance of the accommodation cost, along with any additional charges.

Please note if an online booking with payment is made, it is not a confirmed booking until we have emailed the client and received a completed booking form to confirm the booking. If for any reason the booking is not available the client will be offered an alternative or refunded in full.

4. Payment of Balance

4.1. Payment of the balance of the accommodation cost (and any additional charges) is due in cleared funds 1 month prior to the arrival date. Although PQFH will endeavor to email a reminder for the balance payment to the Client, it is the Client's responsibility to ensure that payment is received by the due date.

4.2. PQFH requires that the Client pays the balance in full, using one payment method only (See Payment Methods below).

4.3. If the Balance Payment is not received by the due date, the Client authorizes PQFH to debit any card details held for the Client with the appropriate charge. If funds are not available when requested, the booking shall be treated as a Cancellation by the Client (See Cancellation Policy below) and the booking dates will be released. Restoration of the holiday shall be treated as a new booking where the full accommodation cost is due; since the dates will be released restoration cannot be guaranteed.

4.4. For reasons of security and privacy, we do not provide directions and entry details of any of our accommodation until the Client pays the balance of the holiday cost in full. Upon receipt of the final balance payment, full directions to the property shall be provided to the Client.

A Security/damage Deposit is required if staying in “Mouls Island barn” or “Scarrabine farmhouse Annex” This will be due no later than 1 week before arrival by BACS. The amount will be specified in the booking quote. We will not take money from this deposit for normal wear and tear and the deposit will be fully refunded on guests departure if:

1. The property is left in a clean and tidy state as per section 13.
2. There is no damage to the property or the contents again as per section 13 of this document.
3. There are no stains or noticeable marks on bed linen, furniture or carpets. Please note: we will always attempt to remove stains before taking any funds from the security deposit for professional cleaning or replacement of stained item.

5. The Price of Your Accommodation

5.1. All prices quoted at the point of enquiry are valid until midnight of the day on which they were given. Prices quoted for a provisional booking are valid for 48 hours from when the provisional reservation is made.

5.2. After the reservation period, where PQFH has not received a deposit, prices quoted may be subject to change.

5.3. Notwithstanding the above, PQFH reserves the right to amend prices quoted as a result of errors or omissions. Any changes resulting from an error or omission shall be notified to the Client as soon as possible and the Client shall be able to cancel the booking if the amended price is significantly higher than the original price quoted.

6. Price Guarantee

Errors and omissions excepting, PQFH guarantees that the price of the holiday will not be subject to any surcharges once the Client has paid a deposit, unless the booking has been amended, once the confirmation has been issued.

7. Payment Method

7.1. Payments may be made by bank transfer 7.2. All payments are made in £Sterling unless otherwise indicated. Overseas clients may pay in £Sterling by international bank transfer. Any charges for receiving payments from overseas will be passed to the Client.

Please note: Please include the name of the lead Client, PQFH property name and dates of holiday with all payments where possible.

8. Booking Amendments

8.1. By agreeing these T&Cs the Client warrants that they will not sell or transfer the booking to another party without PQFH consent.

Booking amendments can be made by contacting PQFH.

9. If the Owner Changes Your Accommodation

In exceptional circumstances, it may be necessary to amend the arrangements made by the Client and the property Owner reserves the right to do so. Where such changes are considered to be a significant alteration of an essential item of the contract, the Owner will undertake to advise the Client as soon as is reasonably possible. Where a major change occurs (such as a change of destination or alternative property), provided it does not arise from circumstances amounting to Force Majeure (see below), the Client will be given the choice of either accepting the alternative arrangements or to cancel the booking; written confirmation of cancellation will be required. Once PQFH has received this in writing from the Client, a full refund of all monies paid, minus any credit card charges if applicable, will be made.

10. Booking Cancellation Policy

10.1. Booking Cancellation by the Client

10.1.1. A booking can only be cancelled prior to the accommodation start date.

10.1.2. A Client wishing to cancel a booking must telephone the PQFH office and speak to Sam Williams who will also require written confirmation of cancellation (email is acceptable). The written cancellation must be issued and signed by the Client. The cancellation takes effect from the day that the written confirmation is received. All cancellations will be subject to a £30 (Including VAT) administration charge.

10.1.3. A cancelled booking cannot be reinstated.

10.1.3. Cancellation Charges are as follows:

10.1.3.1. **The holiday deposit (50% of the total holiday cost):** Where cancellation notice is received after the deposit has been paid and no less than 4 weeks prior to the booking start date, after this time the deposit is forfeit.

10.1.3.2. **100% of the total holiday cost:** Where cancellation notice is received after the balance is due and/or been paid and less than 4 weeks

prior to the booking start date then the Client shall be liable for the full cost of the booking.

10.1.3.3. Subject to application of an Administration Fee of £30 (Including VAT), wherever possible, PQFH will actively re-sell cancelled dates. If successful, subject to the limits above, we will return to you any monies paid less the difference between the cost of the cancelled booking and the replacement booking.

10.1.3.4. If PQFH is unable to sell any part of the cancelled period then all monies paid will be forfeit and for this reason we strongly advise clients to obtain their own holiday cancellation insurance.

10.1.3.5. PQFH shall not repay any monies due to the Client as the result of a booking cancelled by the Client until the whole of the cancelled period has been resold or the last day of that period is passed.

10.2. Booking Cancellation by the Owner

10.2.1. It is extremely unlikely that an Owner cancels a confirmed booking. If however, for reasons beyond the reasonable control of the Owner, the property is no longer available the Owner reserves the right to cancel a booking. In this event, PQFH or the Owner will inform the Client as soon as possible and alternative accommodation of at least comparable standard will be sought. If this is not acceptable to the Client and providing the cancellation does not arise from reasons of Force Majeure (Below) all monies paid by the Client will be refunded.

10.2.2. By accepting the alternative property the Client agrees to our Terms and Conditions. If the alternative accommodation has a lower tariff than the original property booked the Client will receive a refund of the difference. If the alternative property costs more than the original, the Client will be asked to pay the difference. PQFH or the Owner will not be liable for any further obligations, compensation or claims by the Client.

11. Arrival and Departure Times

The Client is requested to adhere to the arrival and departure times listed for the property. Changes to these times can be requested prior to arrival but are subject to confirmation from the property Owner and may incur a charge. Arrival time is from 4pm and departure time is strictly 10am unless otherwise arranged in advance.

12. Party Size and Members

12.1. There are limits on the maximum number of guests that can be at a property and the number of guests at the property must not exceed those limits except with prior written agreement from PQFH or the Owner. Admittance to the property may be refused or the Client may be asked to vacate the property immediately if this condition is not observed.

12.2. Party members are those detailed on the Booking Form completed by the Client. If the Client alters the party without prior request and/or if additional Clients are given unauthorized access to the property. The Owner or PQFH reserves the right to refuse admission to the property or to ask the Client to vacate the property with immediate effect if the Client fails to adhere to this condition.

13. Care of the Property

13.1. The Client is legally obliged to take all reasonable and proper care of the property including buildings, gardens, fixtures, fittings, furniture, pictures and other effects in or around the property and shall leave them in the same state of repair and condition at the end of the rental period as found on arrival.

13.2. In the event of any damage to property or equipment during the stay, the Client is required to notify the Owner; if this is not possible then the Client shall contact PQFH.

13.3. The Client shall leave the property in a clean and tidy condition: this includes cleaning all cutlery and crockery and returning to cupboards (not left in the dish washer) and placing all rubbish in appropriate waste or

recycling bins. Clients are expected to have done a basic Hoover and wipe down of surfaces in the kitchen and bathrooms. Cleaning products are left in the house for this purpose. We do not expect the property to be sparkling but please use your common sense. If the property is not left in a satisfactory state an additional cleaning fee for the time taken will be charged from the security deposit or requested if a security deposit is not in place. This additional charge can be arranged in advance if you are in a rush to leave and so do not have time to leave the property as specified.

13.4. The Client agrees to respect their surroundings and not to disturb or otherwise annoy the occupants of neighboring properties. The Client also agrees to adhere to any specific noise restrictions in place at the property. The Owner reserves the right to enter the property to investigate concerns relating to the care of the property or to disturbances. The Owner is within their rights to request that Clients vacate the property with immediate effect if it is found to be in a neglected or damaged condition.

13.5. On departure, if the Owner is dissatisfied with the condition of the property they may refuse to take a booking from the Client again. If a Client is excluded from any PQFH property for any reason, PQFH reserves the right to prevent the Client from booking any other PQFH property.

14. Personal belongings

Neither PQFH nor the Owner can accept any responsibility or liability for loss of or damage to any of the Client's personal items, belongings or vehicles, however caused. If the Owner is required to enter the property during a stay (E.g. to carry out maintenance or cleaning), the Client is advised to ensure that a member of their party is present; if this is not possible, the Client has the right to decline services at their discretion but no refunds shall be given for services not used.

15. Child-friendly properties

At child-friendly properties in which the Owner has provided a high chair, cot and stair-gate or other similar facilities, these are for use at the discretion of the Client and neither the Owner nor PQFH shall be responsible for any

damages that occur as a result of usage. Please note that PQFH advises a cot may only be occupied by a child aged 24 months or less.

16. Linen

16.1 Sun cream, fake tan, waterproof make-up and hair dye can all cause permanent damage to bedding, linen and towels and PQFH asks that the Client to take care when using these products. PQFH recommends that Clients planning to use such products during their stay bring their own spare linen to prevent damage to items within the property. If damage / staining does occur and the items cannot be cleaned, a charge will be billed to the party leader.

16.2 If there is a linen store in the property this is for the sole use of the cleaning staff on the changeover day and should not be entered by the Client. If additional linen is required for any reason please make the property owners aware.

17. Smoking

Please note that all PQFH properties are non-smoking. Clients failing to adhere to this condition may be asked to leave the property immediately. Clients will be allowed to smoke on the grounds of the property as long as they are outside and cigarette butts are disposed of safely and appropriately.

18. Pets

18.1. Pets are only permitted at pet friendly properties with prior consent of PQFH and the property Owners; an additional accommodation charge will be made for pets. If “no pets” have been stated by the owners no pets are permitted in the property for the rental period, if this rule is broken guests may be asked to vacate the property immediately.

18.2. Any specific terms for pets included on the Booking Form must be

adhered to. Where pets are permitted, they are to be kept under control at all times. The Client is responsible for any damage caused by pets whether inside or outside the property

18.3. Clients must not allow their pets into bedrooms or on the furniture. Neither PQFH nor Owners can accept responsibility for pet safety. Clients are not to leave pets unsupervised at the property at any time. Pets must have their own bedding with them.

18.4. Clients shall dispose of pet faeces in a clean and sanitary manner.

18.5. Where the description of a property states “no pets” or otherwise restricts pets at the property, PQFH or the Owners cannot guarantee that pets have not been kept previously at the property.

19. Authority to Sign

19.1. The person who completes the Booking Form certifies that they:

19.1.1. Are authorized to agree the Booking Conditions on behalf of all persons included on the Booking Form, including those substituted or added at a later date, and binds them jointly and severally to these terms.

19.1.2. Are over eighteen years of age.

19.1.3. Agree to take responsibility for the party members occupying the property, and to notify PQFH if they are not a member of that party.

20. Accommodation Reservation

When the Client, has made a payment and returned all paperwork as requested, the holiday accommodation is confirmed. Confirmation is the acceptance of the booking by PQFH under these Terms and Conditions. PQFH will send the Client, a confirmation email verifying the details of the accommodation that has been booked. This is the only confirmation that will

be sent unless the Client decides to alter any details of the holiday booked.

Pets are not permitted on any soft furnishings or in bedrooms in Stable Cottage, they must use their own bed which should be brought for the duration of the stay by the pet owner. Pets should never be left unattended in the property or left to roam around the grounds and fields surrounding the cottages. If any of these rules are broken PQFH reserves the right to ask the client to leave.

21. Insurance requirements

Although not mandatory as part of the T&Cs, PQFH strongly advises the purchase of holiday insurance. Clients should obtain insurance that at least includes holiday cancellation cover for the value of their booking for their own protection and peace of mind. Ideally the insurance policy will cover other eventualities such as travel and road conditions as neither PQFH nor the Owner shall be liable for circumstances that may prevent you accessing the property (See Force Majeure, below). Clients are legally responsible for any damage caused during their stay at the property therefore we also strongly recommend that any insurance covers losses due to personal liability claims.

22. Property Maintenance Issues and Complaints

22.1. The Client must report any pre-existing damage noticed upon arrival within 24 hours. This can be done by email or phone to Sam Williams.

22.2. If any issues arise during the stay the Client must contact the property Owner as soon as reasonably practicable for the issue to be investigated and, if required, to take any remedial action. If an issue is not reported and the Owner is denied an opportunity to investigate or rectify a problem during the holiday, then the Client will have waived all rights in the matter.

22.3. If the Client feels that their complaint has not been resolved satisfactorily on completion of the holiday, PQFH requests that the verbal complaint is followed-up by writing to the Owner within seven days of

departure from the property.

22.4. It is the responsibility of the Owner and the Client to resolve any disputes arising between them, the contractual relationship is between the Client and the property Owner.

23. Privacy Policy

23.1. Any personal information supplied to PQFH is used, held or stored in accordance with the Data Protection Act 1998.

23.2. PQFH shall only make information about you available to those involved in supplying your holiday; this includes the property Owner to whom we will provide the Client name, additional guest names and Client contact details. PQFH never provides Client information to anyone else without first obtaining consent, unless we are obliged by law to disclose it.

23.3. The Client agrees to not, under any circumstances, exploit for commercial purposes any photographic or moving images of the property.

24. Force Majeure

PQFH cannot accept any liability or pay any compensation where the performance or prompt performance of our contractual obligations is prevented or affected by circumstances amounting to force majeure. Force majeure is any event which PQFH or the Owner could not, even with all due care and attention, avoid. Such events may include war or threat of war, civil strife, natural or nuclear disaster, industrial dispute, terrorist activity, fire, adverse weather conditions, unforeseen local building or road-works, unavoidable technical problems with transport, closure or congestion of airports or ports, cancellations or changes of schedule by scheduled airlines and all similar circumstances beyond our control.

25. Breach of Contract

If any of the above conditions are breached by the Client or any member of their party, the Owner reserves the right to enter the property and request that the party leave the property with immediate effect.