

Terms & Conditions

Frogapits Cottage, Boscastle, Cornwall.

General - Frogapits Cottage is marketed via numerous channels, however the contractual relationship is directly between Mr Duncan R D Soar and Mr Robert W H Soar (henceforth referred to as the owners) and you (henceforth referred to as the guest). Your contract is under a "Licence to Occupy" which technically means that staff are able to enter the premises without permission in order to carry out their duties. In reality they would only enter the property in an emergency or at your request in order to sort out a problem.

Reservations - A booking is only confirmed once we have received a deposit - we will then confirm your booking in writing. A provisional reservation will be held for 7 days and if we have not received a deposit within this time the reservation will lapse.

Deposit - can be paid by cheque or bank transfer. If a booking is made 6 weeks or more before the holiday starts, a deposit of 20% is payable. The balance is payable not later than 6 weeks before the start date. If your holiday begins less than 6 weeks from the time of booking, the full rent is payable. If the balance payment is not received by the due date, as set out in the confirmation letter, then the guest will lose their booking and the deposit will be forfeit.

Security Deposit - we ask that a security deposit of £200 is paid at the same time as your balance payment. This will be returned to you following your holiday. Reasonable day to day breakages (such as a wine glass) will not be deducted, however we retain the right to deduct any additional cleaning charges or significant damages from your security deposit.

Cancellation - When you make a booking and we have received the required deposit, a legally binding contract exists between the owners and the guest that is non-cancellable and non-refundable, except in exceptional circumstances. You may still remain liable to pay in full or in part for the booking, even if you are unable to take your holiday.

In the event of cancellation less than 6 weeks before a holiday begins the whole rent is payable unless we succeed in re-letting. If we succeed in re-letting then an administration fee will be deducted plus any discount that has had to be applied to the replacement booking and the rest refunded. With more than 6 weeks notice, only the deposit will be forfeit plus a £10 administration fee.

If for some reason you do need to cancel, it is important that you tell us at the first opportunity so that we may attempt to re-let your room/property and minimise your loss. You should take out cancellation insurance to protect you against this loss.

Cancellation Insurance - traditionally people have not taken out insurance for UK holidays but it is strongly recommended that you do. There is plenty of choice available on the internet.

Payment options - Payment can be made by cheque made out to Mr. D and Mr. R Soar. Alternatively you can pay by bank transfer, we will supply you with account details under separate correspondence. Any charges raised against the owners by their bank for handling dishonoured cheques, bank transfers or any other payments will be passed on to the guest who is liable to reimburse the owners within seven days of receipt of notification.

Discounts - 5% discount is offered for a repeat booking of 7 days or more within 12 months. This discount does not apply to short breaks.

Overseas Bookings - Overseas guests may pay in sterling by cheque drawn on a UK bank or by international electronic transfer. Any charges for payments from overseas will be passed on to the guest.

Eligibility - Bookings will not be accepted for Hen parties or Stag parties.

Arrival and Departure - All holidays start and finish on a Friday (except as agreed for out of season short breaks). Tenancies commence at 1600 on the first day and terminate at 1000 on the day of departure unless otherwise notified in your confirmation letter.

Smoking - Frogapits Cottage is a no-smoking property. We would ask you not to smoke under any circumstances.

Linen - Linen is provided for the beds at the start of your holiday. Towels are provided but these should not be removed from the property so you should bring your own beach towels. Bathroom mats and 3 clean tea towels are provided per week. Please bring your own linen for the travel cot which is provided Frogapits Cottage.

Pets - Well behaved pets are accepted by prior arrangement only, at a charge of £25 per pet. Regrettably we cannot accept large dogs. Where pets are accepted this is on the understanding they are kept under strict control, exercised off the premises and are not

permitted in the bedrooms or on the furniture. They are not to be left in the property unsupervised. Please ensure your pet's flea treatment is up to date. The owners respectfully request that guests clean up after their pets should they foul the garden. We reserve the right to charge cleaning and repair costs if your dog or pet damages furniture and soft furnishings.

Telephones - Frogapits Cottage does not have a reliable mobile phone signal, some networks can be received but we do not guarantee this. Please ask for more details if this is important to you. A landline telephone is provided for receiving incoming calls only, the number is 01840 250750.

Wi-Fi - Users of the complimentary Wireless Internet Access Service (WiFi):

- a. do so at their own risk, using their own wireless-equipped computing equipment.
- b. understand that as the Broadband service is provided by BT Internet, they accept the BT Internet Terms and Conditions.
- c. will not hold the owners responsible for any loss or damage, however sustained.
- d. will not use the service for any unlawful purpose or use the service in any way which may violate or infringe the rights of any individual, firm or company or may be construed as defamatory, offensive, abusive, obscene or which may cause unnecessary anxiety or inconvenience to others.
- e. will have properly installed, up to date and functioning Firewall and Anti-Virus software.
- f. will not disclose the security code and/or password to anyone outside the family or party staying at Frogapits Cottage.

Older property - Many visitors to Cornwall look for the character and atmosphere of an older property. Frogapits Cottage is well over 300 years old and was built a long time before the days of damp-proof courses. During the Boscastle flood in August 2004 the ground floor at Frogapits was inundated to 5½ ft. Whilst seven years have passed you may see that in places salts are still effervescing from the walls. The walls are always cleaned down by our cleaning team and we redecorate regularly. The air can be moist at times, leading to condensation on the windows. The problem can be alleviated by leaving one or two windows open and letting the air circulate. We would advise against taking elderly people, very young babies or anyone particularly susceptible to damp to Frogapits Cottage, particularly between the months of October to April.

Garden - The owners wish to make the guests aware that there is an unfenced stream in the garden which enters an underground culvert at the property boundary. Whilst this makes the garden idyllic, the water can be fast flowing and the banks of the stream are steep. Guests are asked to supervise young children in the garden at all times and to take personal caution in the vicinity of the stream. There are also slate steps leading down through the garden to the front door. These steps can be slippery after it has rained. The owners have taken reasonable precaution to warn the guests of these hazards and therefore accept no liability for any injury or loss that may be caused as a result of these aforementioned hazards.

Electricity, central heating, fuel for woodburner - Electricity and central heating are included in the rental. A supply of smokeless fuel for the kitchen stove is also included. This is stored in the coal bunker outside the kitchen back door. Logs for the sitting room woodburning stove are not included but can be purchased at the Bottreaux Filling Station at the top of the village.

Parking - There is no off street parking at Frogapits Cottage, but there is normally plenty of on street parking opposite the cottage entrance.

Website Descriptions - some of the information on the Frogapits Cottage website relates to matters beyond the owners' control such as shops and pubs. Closure of such premises and other changes to external facilities may occur from time to time.

The Guests' Obligations - The guest agrees:-

- a. to pay for any losses or damage to the property unless the cost can be recovered under any household insurance held by the owner.
- b. to take good care of the property and leave it in a clean and tidy condition on departure. A cleaning service is included at the end of your holiday, however the owners reserve the right to make a charge for extra-ordinary cleaning if the property is not left in a satisfactory condition. Should the owner be dissatisfied with the condition of the property, they may refuse to take a booking from that guest again.
- c. to permit the owners and their agents reasonable access to the property.
- d. not to part with possession of the property, or share it, except with members of the party listed when booking.
- e. not to exceed the total number of people stipulated in the property description.
- f. not to sell or transfer the booking to another party.
- g. not to cause an annoyance or become a nuisance to occupants of adjoining premises.
- h. not to smoke in the property

- i. not to bring a pet to the property unless by prior arrangement.

Non-availability of property - If for any reason beyond the owners control the property is not available on the date booked (owing, for example, to fire damage) or the property becomes unsuitable for holiday letting, all rent and charges paid in advance by the guest will be refunded.

Liability - The owners will not be liable for any act, neglect or default on the part of any other person not within their employ or otherwise under their control, nor for any accident, damage, loss, injury, expense of inconvenience, whether to person or property, which the guest or any other person may suffer or incur arising out of, or in any way connected with the rental unless the owners are responsible. In addition, the owners accept no liability for loss of or damage to the guest's possessions on the property or land. Nothing in these conditions excludes or limits the liability of the owners for death or personal injury caused by the owners' negligence or for any matter which it would be illegal for the owners to exclude or attempt to exclude their liability.

Breach of Contract - If there is a breach of any of these conditions by the guest or any of their party, the owners reserve the right to re-enter the property and end the holiday and ask the guest and their party to leave.

Complaints - All complaints must be notified in writing to the owners as soon as reasonably practicable, as the owners or their agent may be required to carry out an on-the-spot investigation followed by remedial action. Guests have a legal obligation to mitigate their loss. If the owners are denied the opportunity of investigating the complaint within a reasonable time or denied the opportunity to put matters right during the holiday, then the guest will waive all rights. It is important that you are aware that, as with all holiday cottages, the rental agreement is directly with the owners.

Losses or Damages - You should be aware that you have a legal liability to pay for any damages you may cause to the property during your holiday. Any damage to the property or contents should be notified to the owners as soon as practicable and not at the end of the holiday. This gives the owners the best chance to fix the defect before the next guests arrive. The property is insured in respect of the usual risks covered by a building and contents policy and the policy wording is available at the guest's request. However, in certain circumstances, if you should cause any loss or damage by negligence, you could become liable and you would probably not be covered by the personal liability section of your own household policy.

Equally, the owner's insurance is unlikely to cover your personal possessions. You would therefore be well advised to check on these points with your insurers and you may find that, providing they are given notice, they will extend your normal cover to include your holiday home.

Governing Law - Any dispute will be governed by the non-exclusive law and jurisdiction of the English or Scottish Courts.