

Complete all relevant questionnaires and sign agreement prior to rental



Your agreement with us – Standard Terms and Conditions

The Cornish Holiday Company

1. Our appointment as your agent

1.1. You appoint The Cornish Holiday Company Cottages Limited as your only letting agent to promote, arrange and accept holiday bookings from holidaymakers who want to rent the property on your behalf, and we accept the appointment on these terms. You must not take bookings directly from holidaymakers who have previously booked the property with us.

1.2. When we accept a booking, a legally binding contract for letting the property will be entered into directly between you and the holidaymaker, including the booking terms and conditions of the relevant site.

1.3. The agreement begins on the start date (set out in the key terms page) and will stay in effect until you or we end it under these terms.

2. Our services

2.1. We will do everything we reasonably can to provide the following services to you (theservices).

2.1.1. Market and advertise the property, including listing it on our website, any of our group company or business websites, or any third party website or booking service.

2.1.2. Negotiate and accept bookings for letting the property on your behalf.

2.2. Where we list the property on any of our group company or business websites, or any third party website or booking service, bookings made through that website or booking service are authorised and accepted by you and a legally binding contract will be entered into between you and the holidaymaker as per clause 1.2.

2.2.1. Payments will be made directly to you from the individual letting company after their site fees have been deducted. The Cornish Holiday Company will invoice you directly on a monthly basis for the agreed amount of commission payment of which must be received within 14 days. Failure to comply with these terms will result in late payment charges as set out on our invoice.

2.3. We may offer other services at extra costs. If you want other services, we may give you a separate agreement or terms for those services.

3. Marketing and advertising materials we use

3.1. We will take photographs of your property to the best of our ability, however, if you wish professional photographs to be taken you need to arrange and pay for these separately.

3.2. We will produce any artwork and copywriting that is included in our marketing material, websites and social-media pages. We own, or have permission to use, this content and it is protected by law.

3.3. We may use material you have given us when providing our services. By providing material to us (including any photographs, descriptions or videos), you grant us, and anyone else we authorise, unlimited, non-ending and free permission to change and use your materials for any purpose connected with providing our services. You promise that:

3.3.1. you have the right to allow us to use these materials;

3.3.2. using your materials will not affect any copyright of anyone; and

3.3.3. any information in the materials you provide is true, complete and up to date.

3.4. The use of our photographs of your property are not to be used by yourself or any third party.

4. Your property and responsibilities

4.1. You promise to us that at the start date and throughout the length of the agreement, the following will apply.

4.1.1. There are no restrictions on you providing the property to holidaymakers in line with these terms or the booking conditions, whether relating to the title deeds to the property, a planning authority, mortgage restrictions or otherwise. (If you are in doubt, please get independent professional legal advice.)

4.1.2. You will maintain insurance policies to meet your liabilities (legal responsibilities) under the agreement, including the minimum public liability insurance policy cover. You need to keep your insurance cover for the length of this agreement and, if we ask, give us copies of certificates of insurance, policy terms and schedules and the receipt for the last premium you paid.

4.1.3. You will meet (and make sure the property meets) any guidelines or policies we provide and all laws and regulations which may apply (in

particular relating to fire, health, safety, pat testing, utilities, planning and data protection).

4.2. You will promptly give us written updates or changes to the information you provide to us about you or the property and you must let us know promptly if there are any alterations to the property (however minor) which would make our descriptions of the property inaccurate, incomplete or misleading. If a holidaymaker cancels a booking in line with the booking conditions as a result of these changes, you are responsible for paying the booking cancellation fees set out in paragraph 7.6.

4.3. You will tell us if you plan to sell the property and will work with us to make sure all bookings before the date of sale are fulfilled. You must not display a 'sale notice' at or near the property or carry out viewings when the property is occupied by holidaymakers unless we agree prior to this.

4.4. You will make sure the property is vacant when provided to holidaymakers and that they have access to the property for the full booking period.

4.5. You will make sure the property is clean, tidy, in good repair and maintained to any standard shown under these terms, the booking conditions or the guidelines or policies we give to you. If we tell you that the quality or specification of the property does not meet these requirements, you must use all reasonable efforts to tackle the issues we raise in a timely way or within a timescale you agree with us.

4.6. In terms of each contract between you and holidaymakers, you will:

4.6.1. fulfil all your obligations under the booking conditions and promptly tell us if you are aware that you or a holidaymaker has broken those conditions;

4.6.2. only try to enforce the booking conditions or pursue any debt owed to you by holidaymakers in good faith and acting in a fair and reasonable way, after telling us in writing you will do so; and

4.6.3. let us know in writing about any terms you want to include in the booking conditions for the property, for example restrictions relating to pets or listed properties.

4.7. You are responsible for all taxes (whether local or national) relating to the property or any amounts you receive from us.

4.8. We may need information about, or access to, the property to check you have kept to these terms. You agree to give us and our agents access to the property on reasonable notice to inspect the property. You also agree to promptly give us any information we may reasonably need in connection with the agreement and the property (for example, information about health and safety, gas safety certificates, or fire-risk assessments).

4.9. You will at all times fulfil your obligations under relevant data-protection and privacy laws. We will share with you personal information about the holidaymakers making bookings and, if available, about any other guests. You must only use this personal information for the purposes of fulfilling your obligations under the booking conditions and these terms. You must not send (or arrange to be sent) any marketing communications to holidaymakers (by email, phone, text or otherwise) and you may not sell or share that personal information with anyone else.

5. Bookings, booking conditions and prices

5.1. We will send you regular updated booking sheets.

5.2. We may make changes to the booking conditions from time to time by telling you, by post or email. If the changes are not significant and do not negatively affect your rights or obligations, we may let you know by posting the amended booking conditions on our relevant website. The changes:

5.2.1. will take effect 14 days after the date of our notice or the date on which we post the amended booking conditions on our website; and

5.2.2. do not apply to any bookings we have accepted before the date on which the changes take effect;

Unless the changes we make are to reflect changes in relevant laws and regulatory requirements, in which case they will apply to every existing and future booking for the property and they may take effect sooner (as long as we give you the relevant date).

5.3. Unless we agree to a fixed-term agreement to end on a certain date, the property will be available at any time for booking by holidaymakers through us for 12 months in advance. This will not affect your rights to end this agreement in line with these terms, as long as you meet your obligations under these terms and the booking conditions.

5.4. We initially agree the rental prices with you but have the right to adjust them appropriately when necessary (i.e if last minute weeks need fulfilling)

5.5. We are ultimately in charge of the rental prices and it is your responsibility to ensure that you let us know of any discrepancies in advance.

6. Cancelling bookings

Bookings cancelled by a holidaymaker

6.1. If a holidaymaker cancels a booking, you will be entitled to receive (or keep) any part of the rental payment we have received for that booking (less any deductions we are entitled to keep under these terms). This applies unless the holidaymaker is entitled under the booking conditions to

cancel a booking and to receive a full or partial refund of the rental price (for example, if you have done something wrong and not met your obligations under the booking conditions). If this is the case, you must immediately return to us any amounts you have received for the cancelled booking. You will also have to pay any such booking cancellation fees.

6.2. We may offer the dates again as a result of a cancellation by a holidaymaker. If we do this, we can offer those dates for booking at a rental price that we (acting reasonably) decide is appropriate. If the dates are booked again, you agree that we will be entitled to keep any part of the rental price for those re-booked dates that are more than the amount you would have received had the original booking for those dates not been cancelled.

Bookings you cancel

6.3. You may not cancel a booking unless you are allowed to do so under the booking conditions. If you cancel a booking for any reason you must pay us the booking cancellation fees as set out.

6.4. If you do cancel a booking, you may also have to pay the holidaymaker compensation under the booking conditions.

Bookings we cancel

6.5. We may stop accepting bookings for the property or cancel one or more bookings if:

- 6.5.1. we have ended the agreement (in line with paragraph 13);
- 6.5.2. we become aware of any health-and-safety or quality-related issue with the property or its immediate surroundings; or
- 6.5.3. you break the terms of the agreement or the booking conditions. If we cancel a booking for any of the reasons outlined in this paragraph 6.5.3, you still have to pay us the booking cancellation fees set out below.

Booking cancellation fees

6.6. You are responsible for any cancellation fee if you have to cancel/change dates on any pre-booked holiday. If The Cornish Holiday Company cancels a booking they pay the cancellation fee from any particular site. Site cancellation fees vary.

7. Our fees for our services

As well as our 10% commission you agree to pay other site fees that you agree to us advertising your property on including any annual marketing administration fees, their payment-processing and card-administration fees, and fees relating to any insurance for the booking.

8. Your booking allowance and property availability

8.1. Your initial availability period is set out in the key terms page. The property must be available for bookings during this period. The initial availability period begins on the first availability date for the property, which is set out in the key terms page or which we tell you about in writing.

8.2. You may have a personal booking allowance but in return give us reasonable notice of such dates.

8.3. It is your responsibility under our Terms and Conditions to make us aware if you are using an additional site to obtain rentals yourself.

8.4. You must not let the property out at a price lower than the most up-to-date price a holidaymaker would pay if booked directly through us for the same period or any other site, including any extra fees we charge such as booking or administration fees.

9. an **annual fee** set out in the key terms page which is due after the first six months and then every year after this; and

9.1. the **commission** set out in the key terms page.

9.2. If under any law or regulation we have to make any deductions or withholdings (including for VAT, other taxes or duties) for any payments made under the agreement, you authorise us to keep from the money we would pay you, an amount equal to the amount to be taken or withheld.

9.3. If you do not make any payment to us by its due date, we may charge you interest on the overdue amount at the rate of **4%** a year above the base lending rate of the Bank of England. This interest will build up on a daily basis from the due date until the date the overdue amount is paid, whether before or after any court judgment. You must pay us interest together with any overdue amount.

9.4. Any dispute between us over any fees or charges will not prevent us from continuing to offer bookings for the property if we so wish.

10. Complaints and queries

10.1. You must respond to queries and complaints made by a holidaymaker and do your best to settle them. You must make sure a representative is available to go to the property at short notice at reasonable hours to deal with issues or complaints

10.2. For complaints made direct to us, we may (but do not have to) try to resolve them and you will provide reasonable cooperation and help. We can offer holidaymakers compensation (to fully settle any claims against you and us) of up to 20% of the rental price. If a holidaymaker accepts any offer of compensation we make in line with this paragraph 11, you agree we can settle the complaint on your behalf and you will refund us any amounts we

pay to the holidaymaker.

10.3. Even with the process in paragraph 10.2, you alone are responsible for dealing with all complaints and queries. If we do not agree with the holidaymaker, we will be entitled to give them your contact details to deal with you directly.

11. Our responsibility for loss or damage you suffer

11.1. If you are a consumer (that means if holiday letting is totally or mainly outside your trade, business, craft or profession) and we do not keep to the terms of the agreement, we are responsible for loss or damage you suffer that is a foreseeable result of our breaking those terms or failing to use reasonable care and skill. However, we are not responsible for any loss or damage that is not foreseeable. Loss or damage is foreseeable if it is obvious that it will happen or if, at the start date, both we and you knew it might happen, for example, if you discussed it with us in the period leading up to or during the pre-contract process.

11.2. We do not exclude or limit in any way our liability to you if it would be unlawful to do so. This includes liability for death or personal injury caused by our negligence or the negligence of our employees, agents or subcontractors, or fraudulent misrepresentation, or for breaking your legal rights in relation to the services (if it is unlawful to exclude or limit this liability).

11.2.1. we will not be liable for any liabilities or losses your business suffers; and

11.3.2. if you use the services for commercial or business purposes, we are not liable to you for any loss of profit, loss of business or business opportunity or business interruption (whether foreseeable or not).

12. Your rights to end this agreement

12.1. You may end this agreement by giving us at least six months' written notice, as long as:

12.1.1. the notice does not come to an end before the end of the initial availability period set out in the key terms page, during which time the property will be available for bookings; and

12.1.2. the property is also available for bookings during the six-month notice period.

12.3. You may also end the agreement in the following circumstances.

12.3.1. If we break the terms of the agreement in a serious way and either that cannot be put right or, if it can, we do not do so within 30 days after receiving a written notice from you asking us to do so.

12.3.2. If you do not agree to any amendments to the booking conditions that we make, you may end any agreement with us to which those changes apply.

12.4. If you have told us that you want to end the agreement for any reason, we will not take any new bookings from holiday makers for any dates after the date the agreement is due to end. However, if before receiving your notice we have already taken bookings for any dates that fall within the 12-month period after the date we receive your written notice, you agree to honour those bookings in line with the booking conditions and these terms (which will apply to any bookings). If before receiving your notice we have already taken bookings for any dates that fall after that 12-month period, we will cancel the relevant bookings with holidaymakers. You must then immediately return to us any amounts you have received for the cancelled bookings and we will refund the rental price to the holidaymaker (if this applies).

13. Our right to end the agreement

13.1. We may end the agreement (including during any initial availability period) by giving you at least one month's written notice.

13.2. We may also immediately end the agreement (including during any initial availability period) by giving written notice to you if any of the following events take place.

13.2.1. You break the terms of the agreement in a serious way and either that cannot be put right or, if it can be put right, you do not do so within 30 days after receiving a written notice from us asking you to do so.

13.2.2. We receive more than five complaints about you or the property in any three-month period.

13.2.3. If we receive a complaint about you or the property in relation to 50% or more of the bookings made for the property.

13.2.4. If in our reasonable opinion:

(i) the property is uninhabitable or is unsuitable for lettings; or (ii) the property does not meet the quality requirements or specification agreed under these terms, the booking conditions or the guidelines or policies we give you.

13.2.5. You try to sell, demolish or otherwise get rid of the property.

13.2.6. Someone other than you starts or threatens to start legal proceedings against us in connection with the property.

13.2.7. You become bankrupt or, if you are a company, go into liquidation (whether voluntary or compulsory), are dissolved, make an agreement with your creditors or have a receiver, administrative receiver or administrator appointed over all or any part of the property or your other assets. It also

applies if a petition is presented, or a meeting is held for the purpose of considering a resolution for making an administrative order or your company is wound up.

13.3. If we are entitled to end the agreement for any reason mentioned above, without affecting any other rights we have:

13.3.1. you must pay us the early cancellation fee set out in the key terms page; and

13.3.2. we may also end any or all other agreements with you (even if you have not broken the terms of those other agreements) and we may cancel any bookings with holidaymakers under all agreements for dates falling after the agreement is due to end.

If we do cancel any bookings with holidaymakers you will be liable for paying the booking cancellation fees the same way that you would if you cancelled the bookings yourself.

14. The consequences of the agreement coming to an end

force and effect.

15. Other important terms

15.1. We plan to rely on the written terms of the agreement and any document referred to in them in relation to the agreement between us. We and you will be legally bound by the terms of the agreement.

15.2. All notices, requests, permission or other communications under these terms must be made in writing (including email) and will be treated as being given: (i) when delivered in person to the relevant address shown on the key terms page, at the time of their delivery;

(ii) when sent by first-class post, seven days after they were posted; or

(iii) when sent by email, at 9am on the next business day after they were sent.

15.3. You are not allowed to transfer your rights or obligations under the agreement to someone else without our written permission. We will not unreasonably withhold or delay our permission.

15.4. We may transfer our rights and obligations under the agreement to another organisation. We will tell you in writing if this happens and make sure your rights under the agreement are not affected.

15.5. The agreement is between you and us. No other person has any rights to enforce any of its terms.

15.6. If we are prevented or delayed from meeting our obligations under the agreement due to events or circumstances outside of our reasonable control, we will not have broken the agreement. We will contact you as soon as possible to let you know and we will take steps to reduce, as far as possible, the effect of the event. If there is a risk of a substantial delay, you may contact us to end the agreement as long as you pay us any fees and payments due to us for services we have provided under the agreement.

15.7. Each of the paragraphs of these terms applies separately. If any court or relevant authority decides any of them are unlawful, it will not affect the remaining paragraphs which will stay in full force and effect.

15.8. If we do not insist immediately that you do anything you must do under the terms of the agreement, or if we delay in taking steps against you for you breaking the terms of the agreement, it will not mean that you do not have to do those things or prevent us taking steps against you at a later date.

15.9. We will use any personal information you provide to us in connection with the agreement to provide the services, process any fees or charges and tell you about similar services to the services that we provide. (But you may ask us not to do so by contacting us.)

15.10. We may make a change to any term of this agreement at any time by notifying you in writing (which shall include email) at least 30 days prior to any such change taking effect. If the change is unfavourable to you as decided by what a reasonable person would think in the circumstances, you may terminate this agreement on 6 months' written notice, but the change will take effect from the date given in our notice. If you do not tell us that you want to end your agreement with us within 30 days of the date of notice of any change, then we will assume that you have accepted the change and it will take effect automatically on the relevant date.

16. Governing law and dispute resolution

16.1. The agreement is governed by English law and you can take legal proceedings in the English courts. If you live in Scotland, you can take legal proceedings in either the Scottish or English courts. If you live in Northern Ireland, you can take legal proceedings in either the Northern Irish or the English courts. If you live in the Republic of Ireland, you can take legal proceedings in either the courts of the Republic of Ireland or the English courts.

16.2. **Alternative dispute resolution.** Alternative dispute resolution is where an independent body considers the facts of a dispute and aims to settle it, without you having to go to court. If you are not happy with how we have handled any complaint, you may want to contact an alternative dispute resolution provider. You can send a complaint to the IDRS (part of the Centre for Effective Dispute Resolution) via their website at www.cedr.com/idrs/. IDRS will not charge you for making a complaint and if you are not satisfied with the outcome, you can

14.1. On the date the agreement ends for any reason, the following will apply.

14.1.1. The terms of the agreement will stay in force for all:

(i) unfulfilled bookings made before the date the agreement ends; and (ii) bookings made that you have to honour under these terms, and which have not been cancelled in line with these terms.

16.1.2. If you have cancelled the booking or we have cancelled the booking where you are at fault, we will be entitled to refund all amounts we hold for holidaymakers who have an unfulfilled booking that we cancel in line with these terms.

16.1.3. Any condition of the agreement that is intended to come into or continue in force on or after the end of the agreement, will stay in full

still bring legal proceedings. Disputes may be sent for online resolution to the European Commission Online Dispute Resolution via their website at webgate.ec.europa.eu/odr/.