

# Highcliffe

## HIGHCLIFFE HOLIDAY LETTING TERMS & CONDITIONS

These Terms and Conditions form the basis of the contract between you (“the Guest” or “the Occupier”) and Highcliffe Agency (“Highcliffe”, “we”, “us”, or “the Agent”). By making a booking, you confirm that you have read, understood, and agree to be bound by these Terms and Conditions.

### 1. Definitions

#### The Agent

Highcliffe Agency Limited, incorporated and registered in England and Wales (Company No. 03665566), with its registered office at Unit 22, Callywith Gate Industrial Estate, Launceston Road, Bodmin, Cornwall, PL31 2RQ.

Contact: 01208 863843 | [reception@highcliffecornwall.co.uk](mailto:reception@highcliffecornwall.co.uk)

#### The Guest

The person making the booking and all members of their party, whether booked via the Highcliffe website, telephone, email, or a third-party platform.

#### The Owner

The legal owner(s) of the holiday property. Highcliffe acts solely as Agent on behalf of the Owner. The contract for the holiday accommodation is between the Owner and the Guest.

### 2. The Contract

A binding contract exists between the Owner and the Guest once the required payment has been received and written confirmation has been issued by the Agent. Highcliffe acts only as Agent and is not a contracting party.

### 3. Use of the Property & Legal Status

The property is provided for holiday purposes only and may not be used as a main residence.

### 4. Booking Eligibility & Responsibility

- Bookings cannot be accepted from persons under 18 years of age.
- Bookings will not be accepted from groups where the majority are under 25 years of age, except for family groups or supervised stays.
- Single-sex groups of three or more are not permitted unless agreed in advance with the Owner.
- The person making the booking is responsible for the behaviour and compliance of all members of the party and must ensure they are aware of these Terms and Conditions.

Highcliffe reserves the right to refuse a booking or deny access to the property if these conditions are not met.

## 5. Provisional Bookings

Provisional bookings may be held for up to 24 hours unless otherwise agreed. If the booking is not confirmed with payment within the agreed timeframe, it will be automatically released without further notice.

## 6. Payments & Damage Deposit

### 6.1 Payments

- A non-refundable deposit of 25% of the total rental cost, plus a non-refundable booking fee of £40, is payable at the time of booking.
- The balance of the holiday cost, together with any extras and a £300 refundable damage deposit, must be paid no later than eight weeks before arrival.
- Bookings made within eight weeks of arrival require full payment at the time of booking.
- Failure to pay by the due date may result in cancellation and forfeiture of monies paid.

### 6.2 Damage Deposit

The damage deposit will be refunded within 14 days of departure, less any deductions for:

- breakages or damage;
- excessive or additional cleaning;
- missing items;
- failure to return keys or facilities cards;
- breaches of these Terms and Conditions.

The damage deposit does not limit the Guest's liability. Where costs exceed the deposit, the Guest must settle the balance within seven days of notification.

## 7. Methods of Payment & Overseas Bookings

Payment may be made by debit or credit card (excluding AMEX). Charges incurred by the Agent for bank transfers or overseas payments will be passed on to the Guest.

## 8. Travel Insurance

Guests are strongly advised to take out suitable independent travel insurance to cover cancellation, curtailment, and the full cost of the holiday.

## 9. Booking Changes & Cancellations

### 9.1 Amendments

Requests to change dates or properties are subject to Owner approval. Transfers to another property are treated as a cancellation and rebooking.

### 9.2 Cancellations

- **More than 8 weeks before arrival:** deposit forfeited unless re-let. If re-let, the deposit will be refunded less a £60 cancellation fee. The booking fee is non-refundable.
- **Within 8 weeks of arrival or non-arrival:** full balance forfeited unless re-let, in which case a refund may be issued less the cancellation fee. The booking fee is non-refundable.

## 10. Occupancy, Arrival & Departure

- **Check-in:**
  - June–September: from 4:30pm
  - October–May: from 4:00pm
- **Check-out:** by 10:00am on the day of departure.

Early arrival may mean cleaning checks have not been completed. Late departure may result in additional cleaning charges deducted from the damage deposit, to cover the cleaner's additional time (waiting to enter the property). This will be based on the cleaner's hourly rate.

Only the persons listed in the booking details may occupy the property. Exceeding the stated occupancy will be treated as a breach of contract and may result in immediate termination without refund.

## 11. Cleaning & Departure Requirements

Bed linen and towels are provided. Guests should bring beach towels. Charges apply for damaged or excessively soiled linen.

Properties must be left clean and tidy. Before departure, Guests must:

- empty internal bins;
- take recycling to the designated area;
- wash and put away dishes or leave the dishwasher running.
- ensure the property is securely locked, including all windows and doors, and return all keys and the facilities card to Reception. If Reception is closed, keys and cards must be placed in the post box located by the Reception office door.

Failure to comply may result in additional cleaning charges.

## 12. Additional Services

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

Where a third-party supplier is engaged by the 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.

## 13. Pets

Pets are permitted only in properties where expressly authorised.

To ensure Owners continue to welcome pets, Guests agree that:

- no more than two dogs are permitted unless agreed in advance;
- pets must not be left unattended;
- pets must not access bedrooms or furniture;
- pets must be kept under control at all times;
- fouling must be cleared immediately and disposed of in designated bins;
- Guests must provide suitable pet bedding and remove pet hair before departure.

A pet fee applies per dog per week. Additional dogs may require an increased damage deposit. Failure to comply may result in charges or termination of the booking. Assistance dogs may be permitted by prior arrangement.

Failure to comply may result in additional cleaning charges.

#### **14. Non-Smoking Policy**

All properties are strictly non-smoking and non-vaping, including balconies and patios. Breach may result in additional cleaning charges or termination of the booking without refund.

#### **15. Facilities (Gym, Tennis & Studio)**

Facilities are used entirely at the Guest's own risk. Children under 12 are not permitted in the gym and studio; ages 12–16 must be supervised. Highcliffe accepts no liability for injury or loss arising from use of facilities.

Highcliffe will comply with its obligations under the Equality Act 2010; however, reasonable restrictions on the use of facilities may apply for health, safety, or operational reasons.

#### **16. Electric Vehicle Charging**

Charging EVs from domestic sockets is prohibited. Pay-as-you-go chargers are available in the Reception car park, if the property does not have an EV Charger.

#### **17. Damage, Defects, Nuisance & Complaints**

Any defects, damage, or dissatisfaction must be reported within 24 hours of arrival so that remedial action can be taken. Failure to report promptly may affect entitlement to a remedy. Engineer call-out costs may be charged to the Guest where no fault is found.

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.

The Guest agrees not to cause nuisance or annoyance to occupants of nearby properties, and adheres to the Agent's quiet policy after 10pm. The Guest agrees 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 option 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 or Agent 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.

#### **18. Liability & Personal Property**

Neither the Owner nor Agent accepts liability for loss, injury, damage, or inconvenience arising from the property, facilities, weather conditions, or external factors. Personal belongings, vehicles, and pets remain the Guest's responsibility.

#### **19. Property Descriptions & External Factors**

Property descriptions and images are provided for guidance only. The Agent is not responsible for third-party works, local events, weather conditions, or compliance with laws or government directives.

## **20. Photography & Filming**

Photography, filming, or recording of any kind at Highcliffe properties or within the Highcliffe site is permitted for personal, non-commercial use only.

The premises must not be used as a location for professional photography, filming, video recording, content creation, or any other commercial or promotional purpose without prior written consent from the Agent and the Property Owner.

Images, footage, or recordings taken at the property or anywhere on the Highcliffe site must not be used for commercial purposes, including but not limited to advertising, marketing, social media promotions, publications, or sale, without written authorisation.

The Agent reserves the right to require any unauthorised photography or filming to cease immediately and to take appropriate action where these terms are breached, including termination of the booking without refund.

## **21. Fire & Candles**

Lighting candles is strictly prohibited in both the properties and Facilities. Breach may result in additional cleaning charges or termination of the booking without refund.

## **22. Lost Property**

The Owner and the Agent cannot 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 confirmed they want this item returned, this will be subject to a postage charge and a £10 administration fee. After 28 days, if an item is not claimed it will be disposed of or donated to charity.

## **23. Access**

The Owner or Agent reserves the right to access the property at reasonable times for inspection, maintenance, or repairs.

## **24. Data Protection**

The Agency (on behalf of the Owner) collects and holds information about the Guest and the members of their party which may be stored in computer and other filing systems. The Agency (on behalf of the Owner) collects and keeps this information for the purpose of making available and managing the Property and providing the Guest with information about similar services.

Guests can correct any information or ask for information to be deleted, by giving written notice to the Agency using the contact details shown on the website.