# **Terms and Conditions**

### General

These terms and conditions form an Agreement between the Owners of the properties at Bryn Hir, Criccieth, LL52 0AR and the person renting one or more of these properties as Lead Guest, being the Parties to the Agreement.

The Lead Guest is the person whose name is specified on the booking form, completed either online or in written form. The Lead Guest is responsible for ensuring all members of their group act in accordance with these terms and conditions.

In this agreement, the Lead Guest is referred to as "you"; the Owners are referred to as "us" and "we".

## **Payment**

A deposit is payable within 7 days of the provisional booking being made. The booking is confirmed when the deposit has been paid in full and funds cleared through the banking system, where applicable. Until the booking is confirmed, it can be cancelled at any time by either party. The balance of the rental charge, plus the breakage deposit, is payable not less than 6 weeks prior to the start of the rental period. Failure to pay the deposit or balance in full by the respective due dates will constitute a cancellation of the rental booking by you. You should take note of the due dates for these payments and not rely on the reminders that are issued. Bookings made less than 6 weeks prior to the arrival date must be paid in full at the time of booking.

## **Cancellation by You**

If you need to cancel a confirmed booking, this should be communicated in writing to enquiries@brynhir.com, quoting the booking reference and dates.

In the event of a cancellation, we will attempt to re-let the property. If we successfully re-let, we will refund to you the full amount paid, less a £50 admin fee. If we are unable to re-let, the following levels of refund apply:

- Cancellations made more than 6 weeks before arrival will receive a 70% refund.
- Cancellations less than 6 weeks but more than 5 weeks will receive a 60% refund.
- Cancellations less than 5 weeks but more than 4 weeks will receive a 50% refund.
- Cancellations less than 4 weeks but more than 3 weeks will receive a 40% refund.
- Cancellations less than 3 weeks but more than 2 weeks will receive a 15% refund.
- For cancellations less than one week before arrival no refund is payable. We strongly recommend that you take out holiday cancellation insurance.

### Cancellation by Us

We will endeavour to make sure the specified property is available for the dates booked. In the unlikely event that the property becomes unavailable for some reason, and we have to cancel the booking, we will endeavour to find you suitable alternative accommodation. If suitable alternative accommodation cannot be found, you shall be entitled to a full refund of the amount paid. We shall be liable to return only the amount received; no compensation or consequential loss shall be paid.

#### **Number of Guests**

The maximum number of persons permitted to stay at the property is as per the property description online. Only those persons named on the booking form are entitled to stay at the property. If it is found that more persons are using the property than those specified in the Booking Form, this will be considered a breach of contract and you and your group will be asked to leave immediately, without any refund. Subletting or assignment of the rental agreement is prohibited.

### **Pets**

Pets are allowed in the property, subject to our agreement in advance. All pets must be house-trained. The number and type of pet must not exceed that specified on the booking form, or agreed subsequently by email. Pets must not be left unaccompanied in the property at any time and must not be allowed on the beds or furniture. You shall be liable for all damage caused by your pet or any pet belonging to your group. In addition to the charge for damage, a charge will be made for any additional cleaning required. We cannot be held responsible for any accident or injury to a pet during their stay. All pets must have been flea-treated prior to the start of the rental period.

## **Arrival and Departure Time**

Every effort will be made to have the property available from 16:00 on the day of arrival. The property must be vacated by 10:00 on the day of departure. Late departure will result in an additional charge being made. Information about keys and how to collect them will be provided once full payment has been received.

## Laundry, Bedding and Towels

We provide bedding and towels for the number of people specified in the group, as per the booking form. This laundry is hired in from a local company.

### **Electric Vehicles**

The charging of electric vehicles from the domestic supply is not permitted. There is an EV charger available on site for use by the guests of all properties.

### **Guest Responsibility**

The supervision of children, babies, pets and any adults requiring care always remains your responsibility. You should ensure that all furniture etc. is returned to where it was at the beginning of the rental period. You should ensure that no-one in your group leaves any items at the property; if left, we retain the right to charge for the removal, return or disposal of those items. You must ensure that all persons in your group maintain the security of the property and its contents during their stay. You must ensure that all persons in your group observe the fire safety instructions specified within the information folder provided for each property. The following activities are prohibited inside the properties: smoking; lighting of candles; use of indoor fireworks; charging of electric scooters and eBikes.

### **Description of Property**

Whilst every care is taken to provide a true and accurate description of the property, over time alterations are made and some things do change. No refunds are available for such discrepancies.

## Leaving our property in good order

Our expectation is that you and your group will treat the property as you would your own home and at the end of the rental period the property is left in a clean and tidy condition. We retain the right to make an additional charge for extra cleaning should the property not be left in a similar condition to the way it was found at the start of the rental period.

## **Breakages**

You should make every effort to keep the property, fixtures and fittings and all contents in the same state of repair and condition as at the start of the rental period. Any accidental damage or breakages should be reported to us (or our representative) prior to departure. We retain the right to make an appropriate additional charge for damage and breakages, although it should be noted that minor breakages and reasonable wear and tear, in our opinion, will not be charged for. Providing no chargeable damage or breakages have occurred, we will refund the breakage deposit at the end of the rental period.

## Right of Entry

We reserve the right to enter the property, at a reasonable time, in the event of an emergency or urgent remedial repair work being required.

### Wildlife

The properties are older buildings, and situated in a beautiful semi-rural area. Keeping all wildlife from being near or entering properties can be a challenge, depending on the time of year. The properties form part of their environment and cannot be sealed off from the surrounding countryside in the same way as modern properties. Please therefore expect to meet some wildlife, including some spiders, the odd mouse, bird, fly, bat bee, wasp, ants (some of which fly).

#### Noise

The properties are in a semi-rural area. Please respect our neighbours and ensure that noise is kept to a minimum after 10:30pm, particularly when outside.

## **Behaviour of Group**

We reserve the right to require you and your group to vacate the property, without any refund, if in our opinion, the behaviour of any member of your group is deemed unacceptable, or contravenes the law or other mandatory national guidance.

## **Capability of Lead Guest**

We reserve the right to refuse entry to any Lead Guest who in our opinion is not in a state of suitability or capability to take responsibility for rental of the property.

## **Complaints**

Every endeavour is made to ensure your stay with us is memorable for all the right reasons. However, we do recognise that from time to time things might go wrong. In these circumstances, it is your responsibility to make any such problem known to us (or our representative) immediately it becomes apparent, thereby giving us the opportunity to correct the situation. Unless this procedure is followed, no subsequent claim will be entertained. We will make every endeavour to rectify any identified problems as soon as is reasonably practical.

#### **Data Protection**

As a result of an enquiry being submitted via our website (www.brynhir.com), or via one of our agents, the contact details of the Lead Guest are received by us. Unless otherwise required by law, this contact data will be held by us for no longer than 12 months following the end of the Tax Year in which the letting period falls.

In order to protect the properties, and their oil tanks, the exterior is monitored via CCTV cameras. Guests are informed of this via the information pack in each cottage. Camera caps are used to cover the lens on some cameras for periods when guests are in residence. Snapshot images are sent to us in automatically-generated alerts via email by the CCTV recording system. These alert emails are sent only to the Owners' email accounts and are deleted within one month. Recorded data is retained on the CCTV system; this is automatically erased after 90 days.

## Liability

We are not responsible for any personal injury material loss, damage, additional expense or inconvenience directly or indirectly caused by or arising out of the property, its plumbing, electrical services or exceptional weather or damage caused by a force majeure event. We are not responsible for loss or damage to property, (including pets), vehicles or vehicle contents belonging to you or any member of your group during their occupancy. We are responsible for providing the property in a good and clean condition for your rental period, with fixtures and fittings in good working order. Notwithstanding this, we are not responsible, or liable, to you for any events outside our reasonable control (unless negligent), temporary invasion of animals, building works at adjacent properties, damage resulting from exceptional weather conditions or other unforeseeable circumstances. We are not responsible for the personal possessions of you or members of your group. Vehicles and possessions are left at the property entirely at your own risk.

### **Force Majeure**

We do not accept responsibility, and have no liability whatsoever, for any alterations, delay or cancellation or any other loss or damage caused by war; civil strife; terrorist action; industrial disputes; fire; sickness; bad weather; flooding of the property or its surrounding area and access roads; rain; landslides; mudslides; ice; snow; power cuts; fallen trees or branches; fallen fences; impeded, blocked, damaged or flooded access roads, bridges or tracks; epidemics; acts of government or public authority; or any other event outside our control, or any lack of access to the property due to the forgoing. If you are unable to gain access to or use the property for any of these

reasons no refund shall be made and no liability for loss of holiday or enjoyment accepted.