**GARNEDD HOLIDAY COTTAGES**

**TERMS AND CONDITIONS FOR OUR SELF-CATERING COTTAGES**

These are the terms and conditions on which We will supply the Property (as defined below) to You.

By **You Your** and **Hirer** we mean the person making and identified in the booking as such.

By **We Our** and **Us** we mean Mr John and Mrs Nerys Owen trading as Garnedd Holiday Cottages, Garnedd Ddu, Star, Gaerwen, Ynys Mon, LL60 6AN.

**1. THE MEANING OF THE WORDS USED IN THESE TERMS AND CONDITIONS**

1.1 In these Terms, the following words have the following meaning (except where the context otherwise requires):

**Event Outside Our Control**: has the meaning set out in clause 10;

**Hire Contract**: means the contract for hire of the Property as a holiday let for the Hire Period and which includes these Terms, and any other document expressly relating to the Property;

**Hire Period**: means the length of time the Hirer may occupy the Property as a holiday let, as detailed in the booking made by the Hirer and accepted by Us;

**Property**: means the relevant property which is the subject to the Hire Contract;

**Property Rental Tariff**: means the property rental tariff which can be found on Our Website;

**Rental Fee**: means the rental fee payable by You for the hire of the Property;

**Terms**: means these terms and conditions;

**Website**: means [www.garneddholidaycottages.co.uk](http://www.garneddholidaycottages.co.uk);

1.2 When We use the words “writing” or “written” in these Terms, this will include email unless We say otherwise.

**2. THE HIRE**

2.1 All bookings are made on the basis that the Property is let to the Hirer for the Hire Period only and You acknowledge that the tenancy granted by the Hire Contract does not constitute an assured tenancy or assured shorthold tenancy as defined by the Housing Act 1988.

2.2 The Hire Period shall not exceed twenty eight days. The Property is available for hire from Saturday to Saturday and You will be allowed to occupy the Property from 4pm on the first day of the Hire Period and You must vacate the Property by 10am on the last day of the Hire Period unless otherwise agreed. The Hire Period cannot be extended without Our Permission.

2.3 The Hirer must be one of the party staying at the Property for the Hire Period.

**3. MAKING YOUR BOOKING AND PAYMENT**

3.1 Bookings must be made by a person over the age of 18. Bookings will not be accepted from groups of persons under the age of 21 without Our prior written consent.

3.2 When You make a booking You guarantee that You have the authority to accept and do accept on behalf of all members of Your party, these Terms. You will be responsible for giving Us accurate information about all members of Your party and making all payments due to Us.

3.3 You are responsible for ensuring the accuracy of the personal details or any other information supplied in respect of yourself and any other person on the booking and for passing on any information regarding the booking or any changes made in relation thereto, to all persons travelling on such booking, including but not limited to information relating to changes.

3.4 Where bookings are made by telephone they should be confirmed within 48 hours.

3.5 The booking will not be confirmed, and a Hire Contract will not come into existence between You and Us until We have received a booking deposit of 33% of the Rental Fee.

3.6 Until the booking is confirmed, We have the right to re-let the Property at any time.

3.7 The balance of the Rental Fee together with any breakage deposit, is payable not less than 6 weeks prior to the commencement of the Hire Period.

3.8 Bookings made less than 6 weeks prior to the commencement of the Hire Period must be paid in full at the time of booking.

3.9 Failure to pay the deposit or balance of the Rental Fee in full by the due date will entitle Us to cancel the booking.

3.10 We accept payment via credit or debit card as well as electronic bank transfer, cash and cheques.

3.11 At Our discretion an additional deposit in respect of breakages may be payable prior to booking. Any breakages deposit required will be refundable subject to the provisions of clause 5.4 below.

**4. OUR OBLIGATIONS**

4.1 We shall provide the Property in a reasonable state of repair and condition, furnished and equipped to a fair and proper standard and in accordance with the property description which can be found on Our Website.

4.2 We shall take reasonable steps to address properly and rectify as quickly as possible any problems which arise with the Property during the Hire Period.

**5. THE HIRER’S OBLIGATIONS**

5.1 You agree to keep the Property clean and tidy during the Hire Period and You shall leave the Property in a clean and tidy condition.

5.2 You will 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 commencement of the Hire Period. Any accidental damage or breakages should be reported to Us prior to the end of the Hire Period.

5.3 We reserve the right to make an additional charge should the Property not be left in a similar condition to that at the commencement of the Hire Period.

5.4 You shall be liable to Us for any loss, costs, expenses or claims arising from any damage caused to the Property and/or its fixtures and fittings and/or its contents by the deliberate, wilful, negligent, or reckless act or omission by You or of any of Your party.

5.5 We reserve the right to retain any breakages deposit and should this become necessary We shall communicate this to You. The balance of any such breakages deposit will be returned to You after deduction of said reasonable costs and any amount due in excess of the breakages deposit will be payable by You immediately on being notified by Us.

5.6 You permit Us reasonable access to examine any matter if a complaint is raised during the Hire Period and to attend to any resulting repair or rectification or other urgent maintenance.

5.7 The Property is to be used as holiday let only and for no other purpose.

5.8 You agree not to share the Property with anyone not on the booking or sublet the Property or assign the booking to anyone else.

5.9 You shall not exceed the maximum number of persons stated to be allowed to occupy the Property.

5.10 You undertake that You and every member of Your party shall act in a courteous and considerate manner in respect of their use of the Property throughout the Hire Period. We are entitled to insist that You and/or any member of Your party leave the Property without any refund if, in Our reasonable opinion, the behaviour of You and Your party is unacceptable.

5.11 Candles are not permitted in the Property save in the event of being required in an emergency.

5.12 A breach of clause 5.8 and/or clause 5.9 entitles Us to terminate the Hire Contract forthwith and without refund or compensation.

5.13 No smoking is allowed in the Property at any time.

6. **PETS**

6.1 Pets are only allowed in the Property subject to You obtaining Our prior approval. A standard extra cost is payable per permitted pet. Please refer to Our Property Rental Tariff for details of the cost. We do not accept cats in any circumstances.

6.2 If We are agreeable to pets being allowed in the Property the maximum number allowed is two. The number of pets must not be exceeded in any circumstances.

6.3 We only accept domestic pets and this is on the condition that they are well behaved and docile.

6.4 You must not leave the pets alone in the Property at any time during the Hire Period.

6.5 Pets must not be allowed on to any bedding or soft furnishing in the Property and You must provide the pet with their own bedding.

6.6 You must ensure that the pets are free from parasites and fleas before they occupy the Property. Failure to do so may incur subsequent charges.

6.6 Any fouling of lawns or other areas must be cleaned up immediately.

6.7 You shall be liable for all damage caused by Your pet(s) or any pet(s) belonging to anyone who is part of the booking.

6.8 We reserve the right to make any additional charge should excessive cleaning be required as a result of the pet(s) staying at the Property during the Hire Period.

6.9 We accept no liability or responsibility for any accident or injury to any pet(s).

**7. SPECIAL REQUESTS AND MEDICAL PROBLEMS**

7.1 If You wish to make a special request, You must do so at the time of booking by sending an email to garneddholidaycottages@hotmail.co.uk or by calling 01248 714261.

7.2 If You or any member of Your party has any medical problem or disability which may affect Your booking, You must provide Us with full details at the time of booking by sending an email to garneddholidaycottages@hotmail.co.uk or by calling 01248 714261. If We feel unable to properly accommodate the particular needs of the person concerned We reserve the right to cancel the booking.

**8. CANCELLATION**

**8.1 CANCELLATION BY THE HIRER**

8.1.1 In the event You wish to cancel the booking, We will endeavour to re-let the Property and, if successful, a reasonable and proportionate refund may be made. However, if We are unable to re-let the Property You will be required to pay the following amount.

|  |  |
| --- | --- |
| More than 6 weeks | Loss of Deposit |
| 6 to 4 weeks | 40% let value |
| 4 to 2 weeks | 60% let value |
| 2 weeks and less | 100% let value |

8.1.2 We strongly recommend that You take out holiday cancellation insurance in the event of a cancellation.

**8.2 CANCELLATION BY US**

The Hire Contract may be terminated by Us:

8.2.1 forthwith if We have been subject to a Force Majeure Event. All monies paid will be refunded in full but You shall have no further claim against Us.

8.2.2 forthwith if You breach the terms of clause 5.8 and/or clause 5.9.

**9. FORCE MAJEURE**

9.1 We will not be liable or responsible for any failure to perform, or delay in performance if, any of Our obligations under these Terms is caused by an Event Outside Our Control.

9.2 An Event Outside Our Control means any act or event beyond Our reasonable control, including without limitation, strikes, lock-out or other industrial action by third parties, civil commotion, riot, invasion, attack, or threat of terrorist attack, war (whether declared or not) or threat or preparation for war, fire, explosion, storm, flood, earthquake, subsidence, epidemic or other natural disaster, failure of public or private telecommunications networks, the Property becoming unavailable on the day when the booking is due to begin, or the Property becomes unsuitable for holiday letting.

9.3 If an Event Outside Our Control takes place that affects the performance of Our obligations under these Terms we must reserve the right to cancel the booking and terminate the Hire Contract in accordance with clause 8.2.1. We will provide a full refund of monies paid. We accept no liability to You and no financial claims will be considered.

**10. DISCLAIMER AND LIABILITY**

10.1 Garnedd Ddu was once a working farm and as such contains some remnants of building and implements associated with farming. We do not accept any liability for any injury caused by climbing or entering into the remnants of farm buildings.

10.2 We do not accept any liability for loss, damage to or theft of guests’ personal belongings, including cars, whilst on the Property during Your stay. Nor shall liability be accepted by Us for accident or injury to guests, either within the Property or outside, save that We do not exclude or limit Our **liability** for death or personal **injury** caused by Our **negligence**.

**11. YOUR PRIVACY AND PERSONAL INFORMATION**

11.1 Your privacy and personal information are important to Us. Any personal information that You provide to Us will be dealt with in line with our Privacy Policy, which explains what personal information We collect from You, how and why We collect, store, use and share such information, Your rights in relation to Your personal information and how to contact Us and supervisory authorities in the event You have a query or complaint about the use of your personal information.

11.2 Our Privacy Policy is available at www.garneddholidaycottages.co.uk.

**12. COMPLAINTS**

In the unlikely event of a complaint You should bring this to Our attention within [24] hours OR [during the Hire Period] so that an investigation can be undertaken and any remedial action taken. It may be impossible to investigate a complaint thoroughly after You have left the Property and this could affect or even extinguish Your rights.

**13. GENERAL**

13.1 We reserve the right to refuse or revoke any booking, which in Our sole opinion may be unsuitable without giving a reason and no correspondence will be entered into.

13.2 We may transfer our rights and obligations under the Hire Contract and Our rights thereunder to a third party on notice to You. Your rights under the Hire Contract will not be prejudiced.

13.3 We may change any of these Terms, including Our prices from time to time.

13.4 You may only transfer Your rights or Your obligations under the Hire Contract to another person with Our prior written consent.

13.5 No third party has any right to enforce the terms of the Hire Contract under the Contracts (Rights of Third Parties) Act 1999.

13.6 If any provision of the Hire Contract is found to be unenforceable or invalid, it will be deemed severed from the Hire Contract, with the remaining provisions continuing in full force and effect.

13.7 No delay, act or omission by either You or Us in exercising any right will be deemed to be a waiver of that, or any other right.

13.8 These Terms and Hire Contract cannot be varied except in writing signed by You and Us.

13.9 These Terms and Hire Contract are governed by English law. You and We both agree to submit to the exclusive jurisdiction of the English courts.