

The following Terms and Conditions together with the general information contained on Our website [www.thecottageinwales.com](http://www.thecottageinwales.com) form the basis of Your contract for Your reservation of the Property with the Owner (a "Booking"). Please read carefully as they set out Your and Our respective rights and obligations. We reserve the right to make reasonable amendments or additions to these terms and conditions without notice.

In these Terms and Conditions the following words shall have the following meanings:

"Guest", "You" and "Your" means the person named on the Booking Form.

"Us", "We", "Our" means the Owners.

"Guests" means people other than the Guest that are booked to stay at the Property during the Rental Period under Your Booking and listed on the Booking Form.

"Rental Period" means the dates listed on the Booking Form for which You wish to reserve the Property.

"Property" means Glan y Wern, Llanarmon DC, LL20 7LF including the building, fixtures and fittings, garden, paddock, driveway and outbuildings and contents.

"Booking Form" means a document showing the Rental Period, Total Cost Of The Rental, Rental Deposit, Rental Balance, Security Deposit and any restrictions we impose on the Booking and within which You provide Your details and the details of the Guests and return to the Owner.

"Owner" means Ian and Tamara Harrison, 85 Fairfield Road, Stockton Heath, WA4 2UX

All Bookings are made subject to these Terms and Conditions.

## **1. Booking**

- 1.1 Bookings are for personal non-commercial holiday use only.
- 1.2 The Guest entering into the Booking must be over 18 years of age at the time the Booking is made and have the legal capacity to enter into legally binding agreements.
- 1.3 The maximum period for any Booking is 14 consecutive days unless otherwise agreed in writing by the Owner.
- 1.4 The contract is deemed to have been made once the Owner has dispatched a confirmation of the Booking (for the avoidance of doubt, the Owner sending a Booking Form to the Guest does not constitute a Booking).
- 1.5 The Guest who makes the Booking is deemed to have agreed to these Terms and Conditions and will be responsible for all persons staying at the Property and shall ensure they are all aware of these Terms and Conditions and their responsibilities and will comply with them.
- 1.6 The Owner reserves the right to refuse any Booking without giving a reason. If we wish offer you the opportunity to book the Property, we will send you a Booking Form.
- 1.7 The Owner reserves the right to cancel any Booking or refuse to hand over a key to any person who at their sole discretion has not complied with these Terms and Conditions.
- 1.8 Please check the Booking details (including the Booking Form) and contact Us immediately if there are any errors or omissions in any information which appears in the confirmation or any other transmission We send.
- 1.9 Unless otherwise agreed in writing with the Owner, the only payment methods We accept are bank transfer or cheque and Our payment details are listed in the Booking Form.

## **2. Payment**

2.1 For Bookings made more than 6 weeks before the start of the Rental Period, a Rental Deposit of 30% of the Total Cost Of The Rental, is payable to make the Booking. The Rental Balance is due no later than 6 weeks before the start of the Rental Period. For Bookings made less than 6 weeks before the start of the Rental Period, the Total Cost Of The Rental is payable in full at the time the Booking is made.

2.2 Where the Guest fails to pay any payment by the due date the Owner may cancel the Booking and retain the Rental Deposit paid. The Owner may send reminders of money owing and due dates but is under no obligation to do so and it remains the Guest's sole responsibility to pay monies as they fall due to prevent interruption or cancelation of the Booking.

### **3. Security deposit**

3.1 A Security Deposit is payable in addition to the Total Cost Of The Rental and is due no later than 6 weeks before the start of the Rental Period. For Bookings made less than 6 weeks before the start of the Rental Period, the Security Deposit is payable at the time the Booking is made.

3.2 The Security Deposit will be returned to You within 14 days from the Rental Period end date unless the Property has been left in an unacceptable condition (for example not returned in the same state of cleanliness as it was found, requires cleaning beyond what would reasonably be expected, breakages, damages, loss or non-return of keys, smoking in or on the Property, pets or animals brought into the Property) or to cover the cost of calls you have made from the landline. Charges for these liabilities will be deducted from the Security Deposit and any remaining monies from the Security Deposit will be returned to You. If the costs exceed the Security Deposit, You will remain liable for and agree to pay the costs.

3.3 Where the Guest fails to pay the Security Deposit by the due date the Owner may cancel the Booking and retain the Rental Deposit paid. The Owner may send reminders of money owing and due dates but is under no obligation to do so and it remains the Guests sole responsibility to pay monies as they fall due to prevent interruption or cancelation of the Booking.

### **4. Cancellations by you**

4.1 If You wish to cancel the Booking You must notify the Owner in writing in advance of the Rental Period commencing:

4.1.1 If the Owner is able to re-let the Property for the same period and at a price equal to or greater than the cancelled Booking the Owner will provide a refund of any monies paid.

4.1.2 If the Owner is unable to re-let the Property for the same period and at a price equal to or greater than the cancelled Booking:

4.1.2.1 no refund of the Rental Deposit will be due; and

4.1.2.2 if cancelled within 6 weeks of the Rental Period start date no refund of any monies paid (including Rental Deposit or Rental Balance) will be due; and

4.1.2.3 any Security Deposit paid by the Guest will be refunded within 14 days of the notification of cancellation.

### **5. Errors with the booking or the property description**

5.1 You may cancel the Booking prior to the Rental Period commencing if the Owner notifies You about an error in the rental charges or the Booking or a significant error in the description of the Property relating to Your Booking and You notify Us in writing within 7 days of Our notification to You that You do not wish to proceed with the Booking (notice cannot be served by You once the Rental Period has commenced).

### **6. Cancellation by the Owner**

6.1 The Owner reserves the right to cancel the Booking if:

- 6.1.1 You or Your Guests fail to comply with any obligations set out in clauses 1.1, 1.2, 1.7, 2.2, 3.3, 8.1, 12.8, 12.10, 12.11, 12.13, 12.14, 13.1 or We consider that You or Your Guests have committed a serious breach of these Terms and Conditions; or
- 6.1.2 circumstances or events outside of the Owner's reasonable control prevent or are likely to prevent You and Guests from staying at the Property for the Rental Period or the Owner complying with their obligations under these Terms and Conditions; or
- 6.1.3 during the Rental Period the Owner is concerned about the extent of any damage, losses or breakages (and the Owner then has the right to enter the Property and require the Guest and the Guests to vacate the Property).

## **7. Consequences of cancellation**

- 7.1 If You cancel the Booking for any of the reasons mentioned in clause 5.1, then within 14 days of the date You notify Us that You wish to cancel the Booking We will refund to You any monies paid by You for the Booking.
- 7.2 If We cancel the Booking for the any of the reasons mentioned in clause 6.1.1 or 6.1.3 the Owner will have no obligation to find alternative accommodation for the Guest or Guests and no refund of rental fees, compensation, costs, expenses or other sums (including, without limitation, the cost of securing alternative accommodation) will be due or payable by the Owner.
- 7.3 If We cancel the Booking for any of the reasons mentioned in 6.1.2 We will refund any monies paid if the Booking is cancelled before the start of the Rental Period or a pro-rata proportion of the Total Cost Of The Rental where the Booking is cancelled during the Rental Period.
- 7.4 If the Booking is cancelled during the Rental Period, You shall:
  - 7.4.1 leave the Property together with all Guests as soon as possible; and
  - 7.4.2 notify the Owner that You have done so; and
  - 7.4.3 leave the Property clean and in order as described in clause 12.3; and
  - 7.4.4 return the keys to the location instructed by the Owner.

## **8. The Accommodation**

- 8.1 The Property is strictly a no smoking property and smoking includes vapours and/or e-cigarettes and You and your Guests shall not smoke in or on the Property.
- 8.2 The Owner makes every effort to ensure that the description of the Property (as it appears on its website and brochure) is accurate and up to date.
- 8.3 The exteriors, furniture, furnishings and room layouts of the Property may differ from the photographs and description on the Property website and brochure.
- 8.4 The Owner cannot accept responsibility for any changes or closures to local services or attractions mentioned in any brochures or on the website or elsewhere.
- 8.5 Grass cutting, gardening, window cleaning and maintenance works etc may from time to time be carried out during the Rental Period. The Owner will try to ensure that such works are carried out with the least disruption to the Guest as reasonably possible.
- 8.6 The Property is an old stone cottage and may be prone to damp patches during wet or humid weather and to condensation on walls and windows. These problems can normally be alleviated by ventilating the Property. However, as a general rule elderly, young, or those sensitive to humidity and damp should avoid such properties especially in the wettest periods (e.g. winter and early spring). Please note also that the Property may have uneven floors, low door frames and less than ideal layout and facilities for people of restricted mobility. If any of this is likely to pose a problem to You or Your Guests then do not make the Booking.

- 8.7 The Property is in a rural area and backs onto open fields and the Guest accepts that wildlife (including spiders, the occasional mouse, bird, fly, bee, wasp or other creature which may make their way into the Property unbeknown to the Owners) may be found in the Property and this is out of the Owners control and if likely to pose a problem to You or Your Guests do not make the Booking. Owners reserve the right to take no action if they do not consider the existence of the wildlife to be a serious threat to health.
- 8.8 Unless otherwise agreed in writing with the Owner the Property is available for occupation from **4.00 pm on the first day of the Rental Period and must be vacated by 10.30am on the last day of the Rental Period.**
- 8.9 The Owner shall not be liable for any temporary defect or malfunction of any equipment, machinery or appliance in the Property.
- 8.10 A complimentary basket of logs and kindling is supplied for the log burner. You are responsible for supplying any additional logs and kindling You require. You must comply with any instructions found in the Property welcome pack regarding the log burner, particularly regarding the appropriate fuel to use and fire safety. In addition You agree not to leave the log burner unattended at any time, to only burn seasoned wood, to not allow children to operate or play with the log burner, to use any fire guard provided, not to store fuel (including wood or paper) in the vicinity of the log burner and that You will ensure the log burner has died down before You retire to bed or vacate the Property. If You or Your Guests use the BBQ You agree to only burn charcoal and You will ensure it has gone out before You leave it unattended.
- 8.11 Notwithstanding the log burner and BBQ, You and Your Guests shall not light any other fires on the Property including candles, fireworks or Chinese lanterns.
- 8.12 By using the Wi-Fi or internet connection at the Property You and Your Guests agree to be bound by these following terms regarding internet and Wi Fi. If You or Your Guests do not agree to these terms, then You and they are not permitted to use the Wi-Fi or internet:
- 8.12.1 An Internet connection and Wi Fi (the "Internet Service") is provided however the Owner does not provide any guarantees as to its speed or availability and You agree that the Internet Service is provided on an "as is" basis and We do not warrant that the service is fault free or fit for any particular purpose or is secure or virus free. You assume all responsibility and risk for use of the Internet Service.
- 8.12.2 When using the Internet Service:
- 8.12.2.1 You and Your Guests will not act in any way that could be unlawful or encourage others to act unlawfully. In particular, do not infringe intellectual property rights and do not engage in any criminal offence or encourage others to do so.
- 8.12.2.2 We recommend that You and Your Guests do not use the service to transmit or receive any confidential information or data and if anyone does so it is done at Your / their own risk.
- 8.12.2.3 You and Your Guests must not undertake actions that are harassing, defamatory, threatening, obscene, abusive, racist, sexist, offensive or otherwise objectionable or inappropriate not are You permitted to view, download or share illegal material. For example websites linked to terrorism, pornographic content etc. Do not upload or download very large files and make sure any device is protected by up-to-date anti-virus software. Any illegal content downloaded may be viewed by the Internet Service Provider and may be used in any criminal conviction.

## **9. Cot and high chair**

- 9.1 We have one cot and one high chair for Guests use. The Guest shall inform the Owner if they will require these when making the Booking. The Owner will confirm whether these will be available. These items should only be used for children aged under 24 months old and the Guest is solely responsible for their correct operation and determining if they are suitable for use by the child in question.

9.2 While the cottage is normally for four person occupancy, if you wish to additionally accommodate a child under 24 months of age (at the time of the Rental Period start) in a cot we are happy for you to do so.

#### **10. Bed Linen, Cot Linen and Towels**

10.1 Bed linen, bath and hand towels are provided at the Property but cot linen / cot pillows are not provided. Bath and hand towels are not to be used outside of the Property.

#### **11. Owners responsibilities**

11.1 Owner will:

11.1.1 as soon as possible, notify You in writing of any changes to the Property which would make Our description of the Property materially inaccurate, incomplete or misleading; and

11.1.2 ensure that the Property is vacant and that You and Your Guests have exclusive access to the Property for the full period of the Rental Period; and

11.1.3 ensure that suitable arrangements are in place for You to collect and return the keys for the Property; and

11.1.4 ensure the Property complies with all applicable laws and regulations during the Rental Period; and

11.1.5 maintain, at the Owner's expense and with a reputable insurance company, policies to meet the Owner's liabilities under the contract with You; and

11.1.6 ensure the Property is in good repair at the start of the Rental Period.

#### **12. Your responsibilities**

12.1 You accept financial responsibility for all transactions made under your name.

12.2 You will ensure sure that all the information You provide to Us in connection with Your Booking is true, accurate, current and complete. If You or Your Guests details change (e.g. email address, postal address), You must promptly update the details.

12.3 You agree to (and will ensure Guests will) keep the Property and all furniture, utensils, equipment, fixtures and fittings in or on the Property in the same state of repair and condition as at the commencement of the Rental Period and to ensure that at the end of that period the Property is left in the same state of order and cleanliness in which it was found. The Owner may make an additional, reasonable charge for professional cleaning after Your and Your Guests' occupancy as may be required to return the Property to its original state of cleanliness and tidiness and You agree to pay any such additional cleaning charges.

12.4 You shall report as soon as possible to the Owner any breakages, losses or damage caused by You or the Guests during the Rental Period. Without affecting any other remedies that the Owner has under this Agreement, You promise to fully reimburse the Owner for the cost of replacement or repair for such breakages, losses or damages.

12.5 You agrees to supervise children under 18 years and any adults requiring care all times.

12.6 You agree at the end of the Rental Period to put all contents of the Property including furniture, fittings, fixtures, utensils, plates etc back in the place they were at the beginning of the Rental Period.

12.7 You will ensure no personal items will be left at the Property at the end of the Rental Period and, if left, the Owner has the right to charge for the removal, return or disposal of those items.

12.8 You will ensure only the bedrooms on the first floor of the Property are occupied.

12.9 You will ensure no items are removed from the Property.

12.10 You will (and You will also ensure Guests will) show due consideration and respect for the Owners and their representatives and neighbours and occupants of nearby properties and other persons or parties that have a connection with the Property. This includes refraining from abusing Your stewardship of the Property or causing a nuisance or dangerous, offensive, violent or anti-social behaviour towards such persons or parties or holding parties or celebrations unless agreeing these in advance with the Owner.

- 12.11 You agree to (and You will ensure that Your Guests will) use the Property lawfully, will not abuse any facilities provided and will comply with any health and safety or other policies or instructions notified to You by the Owner in connection with the Property.
- 12.12 You agree to allow the Owner or his representative to access the Property at any reasonable time during the Rental Period provided the Owner provides reasonable advance notice (except in emergencies).
- 12.13 You agree to (and You will ensure that Your Guests will) not use the Property for any illegal or commercial purpose or to sublet it.
- 12.14 You will ensure that only the people listed on the Booking Form shall stay at the Property and the number of persons occupying the Property shall not exceed the number of persons listed by the Guest in the Booking Form.
- 12.15 You will be responsible for all Guests staying at the Property and the things they do (and do not do) even if You do not stay there yourself during the Rental Period.
- 12.16 You may not transfer this rental contract or Your obligations under it to another person. If You do not stay at the Property during the Rental Period but Your Guests do, You will still be legally responsible for all Your obligations under the rental contract and these Terms and Conditions and Your Guests compliance with them.
- 12.17 You will inform the Owner at the earliest possible opportunity of any problem with the Property. No complaints can be considered unless notified during Your stay in the Property. Complaints received after departure cannot be accepted as the Owner then has no opportunity to resolve the complaint at the time.
- 12.18 At the end of the Rental Period to return the keys to the location specified by the Owner, lock all windows and follow any departure instructions provided by the Owner.

### **13. Pets and animals**

- 13.1 No pets or animals are to be brought into the Property. The Owners cannot guarantee that no animals have been brought into the Property by Guests.

### **14. Insurance**

- 14.1 We recommend that Guest and the Guests will have or will take out a holiday insurance policy (which includes cancellation insurance covering sickness and unavoidable reasons for cancellation) prior to their stay at the Property and covering the Rental Period.

### **15. Owners Liability**

- 15.1 If We fail to comply with these terms, We are responsible for loss or damage You suffer that is foreseeable as a result of Our breach of these Terms and Conditions or Our negligence, but We are not responsible for any loss or damage that is not foreseeable. Loss or damage is foreseeable if it is an obvious consequence of Our breach or if it was contemplated by You and Us at the time we entered into this contract.
- 15.2 Nothing in these terms and conditions is intended to limit Our liability for:
- 15.2.1 death or personal injury caused by Our negligence;
  - 15.2.2 fraud or fraudulent misrepresentation on Our part.

### **16. Severance**

- 16.1 If any provision of these Terms and Conditions (or part of any provision) is found by any court or other authority of competent jurisdiction to be invalid, illegal or unenforceable, that provision or part-provision shall, to the extent required, be deemed not to form part of these Terms and Conditions, and the validity and enforceability of the other provisions of these Terms and Conditions shall not be affected.
- 16.2 If a provision of these Terms and Conditions (or part of any provision) is found illegal, invalid or unenforceable, the provision shall apply with the minimum modification necessary to make it legal, valid and enforceable.

### **17. Assignment and variation**

17.1 The Owner may at any time assign or transfer all or any of its rights under these Terms and Conditions and may subcontract or delegate in any manner any or all of its obligations under these Terms and Conditions to any third party or agent.

17.2 The Guest may not assign its rights or obligations under these Conditions without the Owners prior written consent.

#### **18. Rights of third parties**

18.1 Only the Owner (and its assignees) and You shall have any rights under these Terms and Conditions and a person who is not a party to these Terms and Conditions shall not have any rights under or in connection with it.

#### **19. Notices**

19.1 Any notice or other communication required to be given under the agreement or under these Terms and Conditions shall be in writing and shall be sent by pre-paid first-class post, recorded delivery or by commercial courier to the other party to their usual correspondence address (Owners correspondence address being 85 Fairfield Road, Warrington, WA4 2UX). Any notice or other communication shall be deemed to have been duly received when sent by pre-paid first-class post or recorded delivery, at 9.00 am on the second business day after posting, or if delivered by commercial courier, on the date and at the time that the courier's delivery receipt is signed.

#### **20. Governing law and jurisdiction**

20.1 These Terms and Conditions, and any dispute or claim arising out of or in connection with their subject matter, shall be governed by, and construed in accordance with, the law of England and Wales.

20.2 The parties irrevocably agree that the courts of England and Wales shall have jurisdiction to settle any dispute or claim that arises out of, or in connection with, the Agreement or these Conditions or their subject matter.

#### **21. Force Majeure**

21.1 The Owner shall not be liable to the Guest or Guests if it is prevented from, or delayed in performing, its obligations under these Terms and Conditions or from carrying on its business by acts, events, omissions or accidents beyond its reasonable control, including (without limitation) strikes, lock-outs or other industrial disputes (whether involving the Owner or any other party), failure of a utility service or transport network, act of God, war, riot, civil commotion, malicious damage, compliance with any law or governmental order, rule, regulation or direction, accident, breakdown of plant or machinery, fire, flood, storm or default of suppliers or subcontractors, staff illness.