

Booking Terms and Conditions

Pen Y Garn Cottage & 94 High Street Tumble

In these terms and conditions the following terms have the following meanings:

Accommodation means Pen Y Garn Cottage, Foelgastell, Carmarthenshire, SA14 7EU or 94, High Street, Tumble, Carmarthenshire, SA14 6HD

Agreement means the agreement between the Owner and the Visitor for the holiday rental of the Accommodation on these Terms and Conditions;

The Rental Period means the holiday dates booked by the Visitor;

The Rental Sum means the cost of renting the Accommodation as set out in the confirmation invoice;

The Owner means Mary-Ann Nossent of Pen Y Garn, Cefneithin, Llanelli, SA14 7EU;

The Visitor means the person making the booking and every member of their party using the accommodation during the Rental Period.

1. Agreement

- 1.1. The Owner permits the Visitor to occupy the Accommodation for the Rental Period shown in the confirmation invoice together with the use of its contents.

- 1.2. The making of the first payment as provided in 2.1.1. or 2.1.3. below constitutes acceptance of this Agreement and its terms by the Visitor.
- 1.3. Until the payments provided by paragraph 2.1.1. or 2.1.3. below are made, the Owner is under no obligation to rent the Accommodation to the Visitor.

2. Booking and Payment Terms

- 2.1. The Rental Sum and the dates on which the Rental Sum is payable are as follows and will be set out in your confirmation invoice.
 - 2.1.1. For bookings made 4 weeks or more in advance, the booking will be effective when a deposit of 50% of the rental fee has been received by the Owner.
 - 2.1.2. Any bookings made 4 weeks or more in advance may be held as provisional bookings for a maximum of 48 hours.
 - 2.1.3. For bookings made less than 4 weeks in advance, provisional bookings cannot be held and full payment must be made at the time of booking.
 - 2.1.4. The full balance of the total Rental Sum will be payable not later than 4 weeks before the start of the Rental Period.
- 2.2. Payments can only be accepted in Pounds Sterling and can be made by cheque, credit or debit card, cash, or bank transfer (details of which are set out on the confirmation invoice).

3. Cancellation

- 3.1. If a Visitor wishes to cancel a booking they must give the Owner notice in writing as soon as possible.
- 3.2. Cancellation takes effect on the day the written notification is received.
- 3.3. If cancelled at least 4 weeks before the commencement of the Rental Period only the deposit will be lost.
- 3.4. Where the cancellation is made within 2 weeks of the commencement of the Rental Period the full Rental Sum shall be payable.
- 3.5. If, following a booking, the full balance is not paid on time, the Owner shall notify the Visitor via the method used by the Visitor to book the Accommodation. If, after 7 days from the date on which full payment is due, full payment of the Rental Sum has not been received by the Owner then the holiday booking may be cancelled and the above cancellation charges will apply, even if that requires extra payment to be made.

4. Owner's Right to Refuse/Alter the Booking

- 4.1. The Owner may, at her discretion, refuse any booking.
- 4.2. The Owner may cancel or alter arrangements made for the Visitor whether before or during the Rental Period provided that such cancellation or alteration is necessary due to circumstances beyond the reasonable control of the Owner.

4.3. If a booking is altered or cancelled by the Owner, the Owner will return to the Visitor the relevant proportion of the Rental Sum paid by the Visitor in respect of the Accommodation and will not otherwise be liable for any additional loss caused by such alteration or cancellation.

5. Occupancy & Maximum Numbers of Visitors

5.1. Occupation of the Accommodation must be limited to 4 persons and no additional camp beds, tents, caravans or campervans are allowed.

5.2. The Agreement is personal to the Visitor. The Visitor must not use the Accommodation except for the purpose of a holiday by the Visitor during the holiday period, and not for any other purpose or longer period.

5.3. The maximum occupancy of the Accommodation shall not be exceeded. The Owner will however always give reasonable consideration to specific requests for use of the Accommodation (for example, a function or celebration).

6. Services

6.1. The Rental Sum will include all charges for water, electricity, or oil and one basket of logs (at Pen Y Garn Cottage only). Visitors must only use seasoned logs in the wood burner at Pen Y Garn Cottage and any damage caused by using inappropriate fuel will be charged to the Visitor.

7. Liability and Loss of Visitor Property

- 7.1. Any Visitor's property found at the Accommodation will be returned to the Visitor by first class post upon the Visitor paying the costs for postage and packing as advised by the Owner. Property requiring collection will normally be disposed of if it is not collected within 6 months.
- 7.2. The Owner will not be liable for any loss of property or any other loss or damage caused by her or her agents or contractors unless she has breached a legal duty of care owed to, or contractual term for the benefit of, the claiming party where such loss or damage is not a reasonably foreseeable result of any such breach; or where such loss or damage results from a breach by the claiming party of any duty of care owed to, or contractual term for the benefit of, the Owner.
- 7.3. (Pen Y Garn Cottage only) The Visitor is asked to note that the Accommodation is located in part of a historic (redundant) limestone quarry and that there are steps and slopes to access the garden and there is a pond in the garden. Children are to be supervised at all times in the garden.

8. Owner's Right of Entry

- 8.1. The Owner and her contractors may enter the Accommodation at any reasonable time for reasonable cause. This includes the need to undertake inspections and audits necessary to operate the business, the undertaking of unforeseen (internal and external) remedial repairs together with any annual external redecoration for

which access to the inside of the Accommodation may be required. External windows and doors may be opened during this process.

9. Visitor Obligations

- 9.1. The Visitor will be responsible for all payments and for any damage whether caused by the Visitor or his or her party. The Visitor agrees to make his or her party aware of these Terms and Conditions.
- 9.2. The Visitor agrees to keep and leave the Accommodation and its contents in the same state of repair and condition, and in a clean and tidy state as at the commencement of the booking period (reasonable wear and tear excepted).
- 9.3. The Visitor must allow the Owner and/or her agents to enter the Accommodation to inspect the state of it, on reasonable notice, except in emergency when immediate access must be granted.
- 9.4. The Visitor must not use the Accommodation or allow its use for any dangerous, offensive, noisy, illegal or immoral activities or carry on there any act that may be a nuisance or annoyance to the Owner or to any neighbours.
- 9.5. The Visitor and his or her party must comply with any reasonable regulations relating to the Accommodation of which the Visitor has written notice. Such regulations will be found in the welcome folder in the Accommodation, and include local waste disposal and recycling policies.
- 9.6. The Visitor is required to use only the designated parking areas for the Accommodation and not to obstruct or interfere with the Owner's or neighbours' vehicles.

9.7. Smoking is not permitted in any part of the Accommodation and the Visitor and any member of his or her party agrees not to smoke inside the Accommodation.

10. Damages

10.1. The Owner recommends that the Visitor holds personal insurance for accidental damage and personal liability.

10.2. The Visitor will be liable for the cost of repairing or replacing anything damaged or lost in the Accommodation where the damage or loss exceeds £5.00.

10.3. If on arrival at the Accommodation you discover that anything is missing or damaged then this must be reported to the Owner immediately otherwise it will be presumed that the damage/loss was caused by the Visitor and a charge will be made.

11. Comments/Complaints

11.1. Every reasonable care will be taken to ensure that the Accommodation is presented to Visitors to a high standard. Should the Visitor find on arrival that there is a problem, or cause for complaint, the Visitor should immediately bring these to the attention of the Owner. Reasonable steps will then be taken to assist the Visitor.

12. Arrival and Departure Times

12.1. The Visitor and his or her party must arrive after the arrival time (4:00 pm on the first day of the Rental Period) but before

10:00 pm and depart before the departure time (11:00 am on the last day of the Rental Period).

12.2. Any stay that extends over this period will be subject to a charge being made for additional days.

12.3. If the Visitor anticipates arriving at any earlier or later time the Owner must be advised in order to confirm if that is convenient and possible.

13. Governing Law

13.1. The construction, validity and performance of the Agreement shall be governed by the law of England and Wales, and both parties submit to the non-exclusive jurisdiction of the UK Courts.