

# Booking Terms and Conditions



## 1. THE CONTRACT

The Contract for a short-term holiday rental will be between Fron Fawr Cottages (referred to as “us”, “we” or “our”) and the person making the booking and all members of the holiday party (referred to as “you” or “your”) in the following booking terms and conditions. As our properties are located in Wales, you and we agree that the laws of Wales will govern our contract with you (the “Contract”). If any individual term or clause stated in these terms and conditions held to be invalid, impermissible or unenforceable permissible by law, the remaining terms shall be unaffected and shall remain valid.

The Contract will not come into force until we have received the Deposit referred to in Clause 2 below. The Contract will be subject to these booking terms and conditions, and must be complied with. The party leader must be at least 18 years of age at the time of booking and prior to arrival we must be provided with a full list containing the names and ages and contact details of all guests (which we will hold subject to Clause 13 below).

## 2. DEPOSIT AND PAYMENT

Your booking (“Booking”) may be placed over the telephone, by email or directly on our online reservation system. Where your Booking is communicated to us by telephone or by email, we will enter it onto our online reservation system, which will automatically generate a summary by email to the email address you provide in the online Booking form. However, that does not mean that your Booking is yet confirmed or that a Contract is yet in force between us and you.

Your Booking will only be confirmed and our Contract will only come into force once we have received payment in cleared funds of a deposit of **thirty per cent (30%)** of the full cost of your Booking (the “Deposit”).

The Deposit must be paid within three (3) days of the Booking being placed.

The balance of the rental will be due for payment **forty two (42) days** prior to your holiday commencement date (the “Holiday Commencement Date”).

If for any reason we are unable to take payment of the balance by the due date and you are unable to promptly rearrange payment (or we cannot get hold of you to arrange for payment to be made) we will be entitled to treat that as your intention to cancel the Booking.

If your Booking is made less than forty two (42) days prior to the Holiday Commencement Date then your Booking will only be confirmed and our Contract will only come into force once we have received payment in full for the Booking in cleared funds.

No entry to our properties will be allowed without payment, in full, being cleared beforehand.

We accept payment by most major credit or debit cards and by bank transfer.

### 3. CANCELLATION

In the unfortunate event that you have to cancel your holiday please advise us immediately and confirm in writing or by email. We will confirm receipt of your cancellation request by email.

The treatment of cancellation will depend on:

- a) when the cancellation is made and
- b) the reason for the cancellation

#### **Refunds (valid for Bookings made after 8<sup>th</sup> January 2021)**

All refunds will be subject to deduction of a non-refundable administration fee of £75 to cover our costs and third party costs related to the cancellation and remarketing (these costs include our admin costs, re-marketing costs, bank fees, accounting fees and agency fees or commission payments).

A cancellation charge will be made based on the number of days notification of cancellation given by the person making the booking to Fron Fawr Cottages, and whether the cottage is re-let for the period of the cancelled stay. Fron Fawr Cottages will apply the scale shown in the table below to determine the amount of the refund payable to you. If the cottage is not re-let, this will be a percentage of the total cost of the holiday. If the cottage is re-let, the amount refunded will be the rebooking value (which may be less than you paid) less the non-refundable administration fee of £75. For the purposes of this Condition, the total cost of the holiday shall include any extra items booked by the guest.

**Part Cancellations** – If any person(s) in your party needs to cancel, this will not affect the total cost of your booking. In addition, no refunds are payable in the event that you cut short your stay.

Refunds for cancellations more than 42 days from arrival date will be made within 3 working days of the date of cancellation. Refunds for cancellations made less than 42 days from arrival date will be made within 3 working days of the earlier of the rebooking date, or the start date of the holiday (as the refund amount will depend on the rebooking value).

### Refund table (amount will be dependent on date of cancellation)

Time from Cancellation to Arrival	Cottage not rebooked we will refund
>42 days	Deposit less £75
29-42 days	60% of total cost less £75
15-28 days	40% of total cost less £75
8-14 days	20% of total cost
0-7 days	No refund

### Master Cancel cancellation policy (only valid for bookings made between 10th of June 2020 and 08 January 2021).

If you cancel from 60 days up to and including 2 days before check-in date, you will receive a full refund of the lodging costs you have paid. Only lodging costs are refunded. Additional extras, including but not limited to cleaning fees, tax and other ancillary charges are not refunded. Refund payment for cancelled booking will be released back to the cancelling guest on the scheduled date of check-out of the original booking. Cancellations made 1 day prior to, or on the day of check-in will not be eligible for refund. Example: for a check-in on Friday you could cancel the prior Wednesday before 16.00 and be reimbursed in full, but not on Thursday (1 day prior) or Friday (day of check-in).

If you cancel 61 or more days before check-in date, we will endeavour to re-let the property for those dates. If we are able to re-let your dates, we will refund you the deposit amount (which may be less than you paid – e.g. if the final letting price was discounted or only some of the days are re-let) less an administration fee of 10%. If we are unable to re-let you remain responsible for the deposit and there will be no refund under any circumstances. For this reason we strongly recommend you take out your own travel insurance for UK holidays which covers booking cancellations. This is available at very affordable rates, and gives you the peace of mind that you will get your money back if you need to cancel your holiday. If you choose not to then you accept responsibility for any loss that you may incur due to your cancellation.

## 4. CANCELLATION BY US FOR REASONS BEYOND OUR CONTROL (“FORCE MAJEURE”)

We won't be deemed to be in breach of this Contract, or otherwise liable to you, by reason of any delay in performance or non-performance of any of our obligations in this Contract to the extent that such delay or non-performance is caused by circumstances beyond our reasonable control (for example if access to and use of our property is prevented by fire, flood, exceptional weather conditions, epidemics, pandemics, destruction/damage, internet or other communications failure, blocked

roads, war/terrorism, nuclear/radioactive disaster affecting us or our property) (these are sometimes referred to as “Force Majeure Events”)

If for any reason beyond our control we are forced to cancel your Booking (or bring it to an end early) due to a Force Majeure Event affecting us or our property we will refund you the full amount of your remaining lodging costs based on the time of your Booking remaining. This will be the full extent of our liability and no additional compensation, expenses or costs (such as travel or replacement lodging costs) will be payable.

**National Lockdown** – In the event of a national lockdown that coincides with your holiday, where you are unable to travel, and we are prevented from opening, you will receive a full refund.

**Regional/Local Lockdown** – In the event that the address given on the booking is put into Local/Regional Lockdown, rendering you unable to travel, and the period of restriction covers the period of your booking, you will receive a full refund. Please note that this applies only to the address given on the booking by the lead booker, and does not apply to party member at a different address is unable to travel due to local lockdown.

**Your inability (or the inability of any, some or all of your intended occupants) or disinclination to travel to and stay at your hired Cottage for any reason.** This includes – but is not limited to – illness (including Covid), a requirement or recommendation to self-isolate or quarantine, a call to jury duty, incarceration, change in personal or work circumstances, family emergencies, travel delays, vehicle breakdown, and delays with public transport. These remain at your risk and do not give rise to a right to cancel or to receive a refund unless we re-let the property, other than according to the sliding scale (ref: Refund table).

You are strongly recommended to take out UK travel insurance to cover these eventualities. **If you choose not to take out UK travel insurance then you accept responsibility for any loss that you may incur due to your cancellation.**

## Travel Insurance

It is the responsibility of the Lead Guest to acquire suitable travel insurance to cover their holiday, including Cancellation and Curtailment Protection Insurance. We strongly recommend that you take out suitable insurance which will cover you for possible cancellation of your UK holiday. There are several suitable options which include cover for COVID-related cancellation, or you can look for suitable cover on comparison sites such as [www.gocompare.com](http://www.gocompare.com).

## 5. PERIOD AND OTHER TERMS OF HIRE

The period from the Holiday Commencement Date to the day of departure set out in the Booking (the “Holiday Departure Date”) is the “Holiday Period”.

Unless expressly agreed by us in writing, you should not arrive before 4pm on the Holiday Commencement Date, and you must leave and vacate the property by 10am on the Holiday Departure Date. Failure to do so may result in you being charged a further day’s rental.

You must not use the property except for the purpose of a holiday during the Holiday Period, and not for any other purpose or for a longer period except with our express written agreement.

The Contract to stay in the property for the holiday period, does not create the relationship of Landlord and Tenant between the parties.

This Contract relates to a “holiday let” the purpose of which is to confer on you as a holidaymaker the right to occupy our property for a holiday only. You shall not be entitled to any private residential tenancy or other tenancy, assured short hold or assured tenancy, lease, licence or other right to occupy, nor shall you obtain any security of tenure under any applicable law. You may not sub-let the property.

In the event that you are required, in accordance with guidelines imposed by the UK and Welsh Governments in relation to the disease known as coronavirus disease (Covid-19) and the virus known as severe acute respiratory syndrome coronavirus 2 (SARS-CoV-2)), to self-isolate at the property you will be responsible for the cost of (i) any additional nights out with the Holiday Period and (ii) rehousing any booked guests that are displaced as a result of the additional nights required by you in an equivalent property.

## 6. NUMBER OF PERSONS USING THE PROPERTY

Under no circumstances may more than the maximum number of persons stated on our website occupy the property, except with our express written permission in which case we shall be entitled to charge an additional fee. We reserve the right to refuse admittance or require you to leave our property if this condition is not observed. Any persons other than members of your party must not use our accommodation or facilities.

## 7. OUR LIABILITY

We, our employees, contractors, cleaners and other representatives shall not be liable to you or your party for loss or damage to property howsoever arising. You must take all necessary steps to safeguard yourselves and your property.

## 8. CARE OF THE PROPERTY

You are responsible for the property and are expected to take all reasonable care of its furniture, pictures, fittings and effects, in or on the property. You must leave them in the same state of repair, and in a reasonable clean and tidy condition at the end of the rental period. You must not use the properties for any dangerous, offensive, noxious, noisy, illegal or immoral activities or carry on there any act that may be a nuisance or annoyance to the owner or other neighbouring properties.

Smoking is not allowed in any of our properties.

You must ensure the property is securely locked when not occupied by you

## 9. DAMAGES & BREAKAGES

You are legally bound to reimburse us for replacement, repair or extra cleaning costs on demand. Any damages or breakages will have to be paid for in full on demand within seven (7) days of notification in writing (although we would not charge you for the odd glass or plate). We recommend that you have appropriate insurance in place to cover this.

If you lose a key we will replace it upon you paying for the cutting of a new one.

## 10. WIFI & INTERNET

Free Wi-Fi and broadband internet is provided for your reasonable use and may be subject to separate terms and conditions. You agree to reasonable and lawful usage of this service. We will not be liable for slow connections or for any interruptions to or the failure of this service

## 11. RIGHT OF ENTRY

We shall be allowed the right of entry to the property at all reasonable times for purposes of inspection or to carry out any necessary repairs or maintenance.

## 12. COMPLAINTS

Every effort has been made to ensure that you have an enjoyable stay. However, if you have any problem or cause for complaint, it is essential that you contact us immediately to give us the chance to resolve it. We value your custom and want you to return (and to recommend us to your friends!). We live onsite, and will do our best to resolve any problem.

### 13. DATA PRIVACY STATEMENT

We are committed to ensuring the best standards of practice in all our activities. Visitors to our web site can be assured that the protection of privacy and confidentiality are given the highest priority. All personal information is collected, held and used in strict compliance with the Data Protection Act 1998.

### 14. DRONES, NIGHT LANTERNS AND FIREWORKS

The use of drones is not allowed without our express written permission. Fireworks and Night lanterns are expressly forbidden as they are a fire hazard and can cause death or injury to local livestock.

### 15. PETS

We allow pets, and only when have they been booked in and paid for (£25 per pet, per week or part week/per cottage entered). We allow a maximum of two (2) pets per property (consideration on more on request).

Pets must be house-trained, kept under proper control and not allowed on the furniture, and especially the beds, nor left unattended in the property. Pet hairs are to be removed from carpets and all pet waste collected and disposed of. Pet owners will be held responsible for any damage caused to the property, contents or garden by their pet and for any extra cleaning required (usually at least £50). When out walking within the property grounds, you must ensure that dogs are kept on a lead except where indicated. Dogs must not be allowed to disturb livestock.

We reserve the right to seek details of any pets in advance and to refuse permission for them to be brought to the accommodation for any reason, including if they are considered unsuitable in character, size or behaviour, bark continuously, or are liable to be a nuisance or danger to us, our neighbours or other guests and to local wildlife and livestock.

### 16. CARE OF YOUR PROPERTY

Your vehicles and their accessories and contents, and any property and valuables you bring with you are left entirely at your own risk.

If you leave any property behind we will use reasonable endeavours to return it to you, although we reserve the right to charge you in advance for any reasonable postal or courier costs. We may dispose of any unclaimed property after three (3) months.