

Terms and Conditions – Marshbank Holiday Cottage

Summary of Key Points

For the full details please see the numbered sections starting on Page 2.

During main holiday periods we offer week-long bookings from Sunday to Sunday. Out of season, short breaks and holidays starting on different days are available.

- All bookings must be accompanied by a non-refundable **deposit** (30% of the total cottage rental cost).
- The **balance** is due 56 days (8 weeks) before the start of the holiday. If the booking is made less than 8 weeks before the start of the holiday, the full amount is due immediately. If you fail to pay the balance on the due date we may have to cancel your booking.
- When you book, you accept responsibility for the full cost of the holiday even if you are prevented from coming due to unforeseen circumstances.
- We advise you to take out **cancellation insurance**. Please let us know straight away if you have to cancel your booking so that we can release the property for re-letting. If we are able to re-let the property, we will only retain your deposit to cover costs. If we can't re-let, you will be liable to pay either the **whole balance** due if notice is received less than 8 weeks before commencement, **or 50% of the whole balance** due if notice is received prior to 8 weeks before commencement.
- If you wish to change/amend your booking, an amendment fee of £25 will apply.
- We reserve the right to refuse any booking or cancel any bookings already made (subject to refunding any money you've paid) without further liability on our behalf.

- **Check in time** is 4pm on the day of arrival - please help us by not arriving before then. Please also let us know if you will be arriving after 6pm.
- **Check out time** is by 10am on the day of departure.

- **Payments:** You can pay for your holiday by cheque (allow time to clear) or BACS transfer.
- **Please note: we do not currently accept payments by credit/debit card.**
- We can only hold provisional bookings for two days.

- All our properties are **non-smoking**.
- **Electricity** is included in the rent, as is heating. Bed linen is supplied but please note that linen/bedding for cots is not provided. There is an inventory in the property and fire safety instructions.
- **Pets** are only permitted in properties by prior arrangement and payment. They must not be left in the cottage unattended nor allowed on furniture or beds. **No puppies under 12 months.**

In booking you agree:

- To pay for any losses or damage to the property
- To take good care of the property and leave it in a clean and tidy condition on departure. We reserve the right to make a charge for extra cleaning if the property is not left in a satisfactory condition
- Not to part with possession of the property or share it with people not listed on the booking form
- Not to exceed the total number of people stipulated in the property description
- To permit the owners or their agents reasonable access to the property

Complaints

We try to ensure our properties are prepared and presented to the highest standard so our guests will enjoy their holidays. **If there is anything missing, a problem or cause for complaint please let us know immediately** and every effort will be made to assist you. It is frustrating for all parties if you write after your holiday about a problem we could have solved at the time. Thank you.

PLEASE READ THESE CONDITIONS CAREFULLY, WHEN YOU MAKE A RESERVATION YOU ARE ENTERING INTO A LEGALLY BINDING CONTRACT THE TERMS OF WHICH ARE SET OUT IN THESE CONDITIONS.

1 Marshbank Holiday Cottage, Borth

The contract for a short-term holiday rental will be between PN, TJ Beech & J Cole-Beech trading as **Marshbank Holiday Cottage/Borth Holiday Cottages** (referred to as "us" or "we") and the person making the booking and all members of the holiday party (referred to as "you" or "your") in the following booking conditions, the law of England and Wales will govern the Contract. The contract of hire is not effective until we have received the deposit. The contract will be subject to these booking conditions, and must be complied with. The Party Leader must be at least 18 years of age at the time of the booking and the booking form must list names, addresses and ages of your party.

2 Duration and Times of Lettings

You should not arrive before 4 pm on the commencement date, and leave by 10 am on the day of departure, unless a variation has been agreed by us and confirmed in writing. Failure to do so will 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 longer period. The agreement to stay in the property for the holiday period, does not create the relationship of Landlord and Tenant between the parties. You shall not be entitled to a new tenancy, or to any assured short hold or assured tenancy or any statutory protection under the Housing Act 1988 or other statutory security of tenure now or at the end of the Holiday Period.

3 Booking Procedure

While we are prepared to consider requests for reservations of the property, the confirmation of a reservation shall not render us liable in the event that the property is unavailable for occupation during the period reserved and no contract will arise between us and you otherwise than in accordance with the following provisions of these terms and conditions.

4 Booking Form

All applications to book holidays in the properties must be submitted by you to us using our standard booking form for the time being in force ("Booking Form"). The Booking Form must be fully completed by you and must be accompanied by payment of the Deposit. The amount of the Deposit shall be as follows:

4.1 If the Deposit is submitted 8 weeks or more before the commencement of the requested holiday letting period - 30% of the full amount payable in respect of the letting;

or

4.2 If the booking form is submitted less than 8 weeks before the commencement of the requested holiday period or if the booking is for a 'No Cancellation' rate - the full amount is payable in respect of the whole of the letting period.

In the event that we decline an application, the full amount of the Deposit will be refunded to you. In the event that an application is accepted, the Deposit will be retained by us and treated as a payment on account of the amount payable in respect of the letting.

5 Acceptance of an Application

The contract between us and you for the letting of the property shall arise upon us giving written confirmation of acceptance of your application (which at our discretion may be dispatched by prepaid post or electronically to any email address provided by you in the booking form) and upon us having obtained cleared funds in respect of the Deposit whichever is the later.

6 Payment

All bookings must be accompanied by a non-refundable Deposit (30% of the total property rental cost).

The full amount of the payment for the fee for the letting (less the amount to which clause 4) shall be paid on the "due date" namely:

6.1 In a booking in which clause 4.1 applies, not later than 8 weeks before the commencement of the letting;

or

6.2 In a booking to which 4.2 applies, upon our acceptance under clause 5.

VAT is not payable in the rental charge of the property

7 Failure to pay

Non-payment of the sum payable under clause 6 by the due date may be treated as a cancellation of your booking and we will be entitled to re-let the property without reference to the client. The terms as to payment in clause 8 thereafter apply.

8 Cancellation

ALL APPLICANTS ARE ADVISED TO TAKE OUT PERSONAL HOLIDAY CANCELLATION INSURANCE.

Please let us know straight away if you have to cancel your booking so that we can release the property for re-letting. Any request to cancel a booking must be made to writing to us. You shall remain liable for all the payments due in respect of the reservation whether or not they have been paid at the time of the cancellation.

Standard bookings may only be cancelled as follows;

1. ***cancellations received in writing within 24 hours*** of making a booking for a 100% refund of any payments received.
2. ***cancellations received in writing prior to 8 weeks before the commencement of the letting.***
We will use our reasonable endeavours to re-let the property. If we are successful we will only retain your Deposit to cover costs. If we can't re-let you will be liable to pay **50% of the whole balance** due.
3. ***cancellations received in writing less than 8 weeks before the commencement of the letting.***
We will use our reasonable endeavours to re-let the property in respect of the cancelled period. If we are successful we will only retain your Deposit to cover costs. If we can't re-let you will be liable to pay the **whole balance** due.

'No Cancellation' rate bookings may only be cancelled (i) within 24 hours of making a booking, or (ii) before 1pm where a booking is made less than 24 hours prior to 4pm on the day of arrival. A full refund will usually be processed to the next working day, however it may take a few days for the funds to reach your account. For the avoidance of doubt, the property rental charge, any associated and/or additional extras cannot be cancelled, amended or refunded after the cancellation period (including any "no shows"), although additional extras may still be added.

9 Changes

We reserve the right to amend the price quoted in a brochure or rates sheet due to errors or omissions or changes in the VAT rate. In such circumstances we will contact you as soon as we become aware of an increase in charges. If you do not wish to pay the increase you shall be entitled to cancel the reservation and receive a full refund for all monies paid in respect of the reservation providing notice of cancellation is given in accordance with the provisions of clause 4 and within 7 days of you receiving notice of the amendment to the price to be charged from us.

10 Changes to bookings

We will consider any request to change/amend the booking after confirmation has been issued. We reserve the right to charge an administration fee of £25 in the event a change of booking is made.

11 Occupancy and Use of Property

Under no circumstances may more than the maximum number of persons stated in the brochure and/or the website occupy the property. We reserve the right to refuse admittance if this condition is not observed. Any persons other than members of your party (recorded on your booking form) must not use the facilities of Marshbank Holiday Cottage, unless prior written consent has been obtained by us.

To exceed the maximum number of persons in the cottage overloads the facilities available which are not designed or capable of supporting additional usage, and can lead to extensive and expensive damage. Any such over-occupancy is considered to be a serious infringement of the Terms and Conditions and can result in an immediate requirement to vacate the premises, with no refund of monies due, and possible further charges in the event of damage to the facilities caused by excess usage.

12 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 the same clean and tidy condition at the end of the rental period as at the beginning.

You must not use the properties for any dangerous, offensive, noxious, noisy, immoral activities or carry on there any act that may be a nuisance or annoyance to the owner or other neighbouring properties. We request noise to be kept to a minimum between the hours of 11pm and 7am.

Smoking is not allowed in any part of the property or in any communal areas.

13 Damages and Security Deposit

Bookings of Marshbank Holiday Cottage require a Security Deposit of £100. You will be required to make this payment by either cleared cheque (allow 4 working days) or bank transfer before your arrival at your accommodation. This amount is fully refundable within 4 weeks of your departure, providing the property is left clean and tidy, that there have been no breakages, extra cleaning required or any extra people found to be staying at the property.

In the event that you or anyone staying at the property during your reservation period causes damage or incurs a need for professional cleaning services or leaves the property without settling invoices for additional services or supplies received during your reservation period you will be notified in writing of the details of any extra costs incurred within 14 working days after the end of the reservation period and this amount shall be deducted from the Security Deposit or payment will be required by you.

14 Play Equipment

You agree that the use of the play equipment (where provided by us) is at your (or any third party residing in the property during the period of your reservation) risk in all respects.

15. Authority

You confirm that you are authorised to sign the booking form on behalf of all persons who will occupy the property and that those persons are aware of the booking conditions. You shall be a member of the party occupying the property and are required to ensure that:

- 15.1 Each member of the party on whose behalf you have submitted the Booking Form is listed on the booking form with his or her full name and age;
- 15.2 Each member of the party is aware of and will comply with all rules and regulations published by ourselves in respect of the use and occupation of the Properties;
- 15.3 The number of persons within the party shall not exceed the maximum number of persons permitted to occupy the property.

Any breach of these provisions will constitute a breach of contract, thereupon we may terminate the booking forthwith in which event all moneys paid by you will be forfeited and you may be required to vacate the property. We reserve the right to repossess the property at any time where damage or nuisance have been caused by you or any member of your party and in such event we shall not be liable to make any refund whatsoever.

15 Liability

This condition sets out our entire financial liability (including any liability for the acts or omissions of its employees, agents, consultants and subcontractors) to you in respect of any breach of this agreement; any use made by you or any third party residing or making use of the property during your period of reservation and any representation, statement or tortious act or omission (including negligence) arising under or in connection with this agreement.

All warranties, conditions and other terms implied by statute or common law are, to the fullest extent permitted by law, excluded from this agreement. Nothing in this agreement limits or excludes the liability of us for death or personal injury resulting from negligence or liability incurred by you as a result of fraud or fraudulent misrepresentation by us.

We shall not be liable for loss of profits; loss of business; loss of anticipated savings; loss of personal property or possessions; loss of use of the property or any special, indirect, consequential or pure economic loss, costs, damages, charges or expenses in respect of the reservation.

Marshbank Holiday Cottage is located in a coastal area with a consequent Flood Risk. We shall not be liable for any damage to personal property caused by flooding or any other causes considered to be Force Majeure.

Our total liability in contract, tort (including negligence or breach of statutory duty), misrepresentation, restitution or otherwise arising in connection with the performance or contemplated performance of the conditions of this agreement shall be limited to the monies paid in respect of your reservation under the conditions of this agreement.

Any vehicle of yours or any third party making use of the property during the period of your reservation is left at the property entirely at the risk of the owner of the vehicle.

16 Force Majeure

In these terms and conditions "Force Majeure" means any circumstances beyond our reasonable control including, without limitation, an Act of God, Fire, Flood, War or Acts of Terrorism. If by reason of Force Majeure the property is not available at the commencement of the time booked by you or the property is unsuitable for letting at that time, we shall not be deemed to be in breach of contract but shall refund in full to you all fees, charges and any deposit paid in advance by you. We will not be liable for any other claim for loss or damage by you.

17 General

In the event of any conflict between these booking conditions and any other contents of any brochure or website, these conditions shall prevail.

These terms and the contract between you and us shall be subject to and interpreted in accordance with the law of England and Wales and the courts of England and Wales shall have exclusive jurisdiction to hear any claim arising from such contract.

Words herein denoting the masculine gender shall, where the context so admits be taken to include the feminine and neuter genders and vice versa.

Words herein denoting the singular shall, where the context so admits be taken to include the plural and vice versa.

WE REQUIRE THAT OUR GUESTS READ AND AGREE TO BE BOUND BY THE FOLLOWING CONDITIONS WHICH SHOULD BE READ IN CONJUNCTION WITH AND FORM PART OF THE BOOKING CONDITIONS.

1. To behave in such a manner as not to disrupt the enjoyment of other people staying in the near vicinity or prejudice the reputation of the owner of the property.
2. Your holiday or that of any third party residing or making use of the property during the period of your reservation in breach of this clause may be terminated immediately and without Compensation or any further obligation. Any damage to facilities arising out of misuse or as a result of negligence and/or failure to follow the instructions herein will be chargeable to you.
3. When the wood burner is lit, use the fire guard. Make sure the fire is extinguished before going to bed or leaving the property. To maintain the efficient operation of the wood burner and flue pipe, please only use the seasoned wood provided by us, do not burn any other materials. Never leave the fire unattended.
4. The use of candles inside or outside Marshbank Holiday Cottage is strictly prohibited.

18 Regulations and Conditions Regarding Pets

We require that our guests read and agree to the following conditions which should be read in conjunction with and form part of the booking conditions. You agree:

1. Not to bring puppies under 1 year old or any dogs not as described and agreed in advance and confirmed in writing by us.
2. Not allow any pet upstairs or in any downstairs bedroom.
3. Not allow any pet in the Living Room overnight unless in a secure crate.
4. Not to allow any pet on the furniture, especially not on the beds.
5. Never to leave any pet unattended in the property or garden. If you have to go out without them we are happy for them to be left in their dog crate in the hall. We can provide a medium crate and a pet gate for the kitchen at **no extra charge** if requested.
6. To keep your dog on a lead when outside.
7. To bring all pet bedding required and towels for drying the pet when required. Please remember to bring towels to dry your dog. They can get rather wet and sandy having fun on the beach or muddy on adventurous walks.
8. To ensure that any pet is clean and dry before allowing inside the property.
9. To ensure that pets behave in such a manner as not to disrupt the enjoyment of other people staying in the vicinity or prejudice the reputation of the owner of the property.
10. To promptly pick up all dog mess from the garden and outside areas.

19 Security and Privacy

We/Marshbank Holiday Cottage will ensure that:

1. Personal data is only used for the legitimate interests of Marshbank Holiday Cottage and does not unduly prejudice the rights and freedoms of the individual in question.
2. Personal data will be processed fairly and lawfully in accordance with the Data Protection Act.
3. Personal data will be handled in accordance with the policies described in the Privacy Policy published on our website.