

Holiday Rental Booking Terms & Conditions Tyr-yr-craig, Trearddur Bay

These booking conditions (the “Booking Conditions”) are between the property owner – **Andrew & Sue Mills** (“we”, “us” and “our”) and the holidaymaker(s) who book “**Tyr-yr-craig**” (the “Property”). References to “you” or “your” are references to the person making the booking (“Booking”) and all members of the holiday party.

Any Booking is subject to the conditions below. These Booking Conditions form the basis of your contract with us so please read them carefully. Nothing in these Booking Conditions affects your normal statutory rights.

1. Making your booking

- 1.1. To book the Property with us you should make the payment specified in the initial quote we email to you (the “Quote”). If the Quote stipulates that you pay an initial deposit (the “Initial Deposit”) followed by a balance payment (the “Balance”), you must make both payments within the time periods specified. If the Quote asks you to make a payment in full, you must pay the full amount by the due date. If the Quote specifies that any damage deposit (the “Damage Deposit”) and/or a cleaning or other fee(s), or fees for dogs allowed at the property (2 maximum) (“Other Fee(s)”) is payable, you must also make that/those payment(s) within the time period specified.
- 1.2. Once the Initial Deposit or full payment has been received, you will receive an email confirming the Booking. The contract between us will only be formed when you receive the payment confirmation email and is subject to these Booking Conditions.
- 1.3. You should carefully check the details of your Booking before making a payment, as well as the confirmation email and inform us immediately of any errors or omissions.

2. Paying for your booking

- 2.1. Where you have only paid an Advanced Payment you are required to send to us your payment for the Balance and the Damage Deposit and/or Other Fee(s) within a certain period prior to the arrival date specified in your Quote (the “Arrival Date”). If you fail to make a payment due to us in full and on time we may treat your Booking as cancelled by you.
- 2.2. The Damage Deposit may be used for any repair and/or replacement of the Property furnishings, fixtures and fittings, property cleaning including bed linen that are necessary after your stay. We also reserve the right to deduct any excess usage (based on average daily usage figures held by us) of gas, electricity, water, solid fuel or telephone/broadband from the Damage Deposit and these additional charges will be itemised by us in a confirmation email after the rental period.
- 2.3. We will return the Damage Deposit to you following the return of the keys to us, less any deductions in accordance with the conditions listed above and less any fees charged by PayPal or other banks, after the house has been checked and all items/bills have been consolidated and the inventory checked. Monies will be returned

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within 28 days of the rental period ending, via PayPal (less any fees) or to your nominated bank account.

- 2.4. Any Cleaning Fee will be used to clean the Property, furnishings, fixtures and fittings following your stay and is non-refundable.
- 2.5. Any Other Fee(s) will be described in the Quote and are non-refundable.
- 2.6. If dogs accompany you to the Property are not paid in advance then the charges for the dogs at the property (maximum 2) will be deducted from the Damage Deposit.

3. If you cancel or amend your Booking

If you need to cancel or amend your Booking you must write to us or email us as soon as possible. A cancellation will not take effect until we receive confirmation in writing or via email from you. The cancellation policy is as follows and applies to your booking.

- 3.1 If you cancel before paying the Initial Deposit we will cancel the booking automatically.
- 3.2 If you do not pay the balance on time, the Initial Deposit will not be refunded and we will cancel the booking automatically.
- 3.3 If you pay the full balance on time, you will receive a 50% refund of the total cost of the rental if you cancel at least 28 days before the Arrival Date.

4. If we cancel or amend your booking

- 4.1. We would not expect to have to make any changes to your booking, but sometimes problems occur and we do have to make alterations or, very occasionally cancel bookings.
- 4.2. If this does happen, we will contact you as soon as is reasonably practical and inform you of the cancellation or the change to your Booking. If we cancel your Booking, we will refund you any fees you have already paid to us. However, we will not be liable to refund you for any fees you may have paid to any third party in connection with your holiday (including, without limitation, fees for travel, entertainment, activities or insurance).

5. The Property

- 5.1. You can arrive at the Property after the time specified by us (normally after 14:00hrs) on the Arrival Date for your holiday and you must leave by the time specified by us (normally by 11:00hrs) on the departure date we give you. The arrival and departure times will be confirmed by email in the week prior to your rental. If for any reason you cannot depart by the stated time then please contact us as early as possible on the day of departure. Failure to do so could result in your deposit not being refunded

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5.2. If your arrival will be delayed, you must contact us immediately so that alternative arrangements can be made. If you fail to do so you may not be able to gain access to the Property. If you fail to arrive by midday on the day after the Arrival Date and you do not advise the contact of your anticipated late arrival we may treat the Booking as having been cancelled by you and we shall be under no obligation to refund you for fees already paid to us. See the Cancellation Policy.

6. Your obligations

6.1. You agree to comply with the regulations set out in any property manual provided to you and any other regulations reasonably specified by us from time to time and ensure that they are observed by all members of your party. You agree to keep and leave the Property and the furnishings, including items such as kitchen equipment, crockery and glasses clean and in good condition.

6.2. You agree not to cause any damage to the walls, doors, windows or any other part of the Property nor to do anything that may be reasonably considered to cause a nuisance or annoyance to us or to any other occupier of adjoining or neighbouring properties.

6.3. You agree to take all necessary steps to safeguard your personal property.

6.4. You agree to ensure that each member of your party is covered by comprehensive travel insurance (including cancellation, flight delays, loss and damage to baggage and other property) and health insurance (including evacuation and repatriation coverage).

6.5. You cannot allow more people to stay in the Property than expressly authorised, nor can you significantly change the makeup of the party during your stay in the Property, nor can you take your pet into the Property unless it shown on your booking form or detailed in other correspondence and agreed with us in advance. If you do so, we can refuse to hand over the Property to you, or can require you to leave it. We will treat any of these circumstances as a cancellation of the Booking by you and we shall be under no obligation to refund you for fees already paid to us in those circumstances. Any refund will be at our sole discretion.

6.6. You agree to allow us or any representative of ours access to the Property at any reasonable time during your stay for the purpose of essential repairs or in an emergency.

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7. Complaints

- 7.1. Every effort has been made to ensure that you have an enjoyable and memorable holiday. If however, you have any cause for complaint or problems when you arrive, it is important that you contact us as soon as is practical so that remedial action can be taken to resolve the problems.
- 7.2. It is essential that you contact us if any problem arises so that it can be speedily resolved. It is often extremely difficult (and sometimes impossible) to resolve difficulties properly unless we are promptly notified. Discussion of any criticisms with us whilst you are in residence at the Property will usually enable any shortcomings to be rectified straightaway. In particular, complaints of a transient nature (for example, regarding preparation or heating of the Property) cannot possibly be investigated unless registered whilst you are in residence.
- 7.3. If any complaint cannot be resolved during your holiday, you must write to us with full details within 28 days of the end of it.

8. Our liability

- 8.1. Our maximum liability for losses you suffer as a result of us acting in breach of these terms and conditions is strictly limited to the total fees you have paid for the Booking.
- 8.2. We shall not be liable for any losses which are not a foreseeable consequence of us breaking these Booking Conditions. Losses are foreseeable where they could be contemplated by you and us at the time your Booking is confirmed by us.
- 8.3. Your Booking is made as a consumer for the purpose of a holiday and you acknowledge that we will not be liable for any business losses howsoever suffered or incurred by you.
- 8.4. We shall not be liable to you for any personal injury or damage to or loss of personal property, except where the injury, damage or loss is caused by our negligence.
- 8.5. This does not exclude or limit in any way our liability for death or personal injury caused by our negligence or for fraudulent misrepresentation; or for any matter for which it would be illegal for us to exclude or limit, or attempt to exclude or limit, our liability.

9. Law

The contract between you and us is governed by the law of England and Wales and we both agree that any dispute, matter or other issue which arises between us will be dealt with by the Courts of England and Wales.

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10. General

- 10.1. You may not transfer your Booking or any rights and responsibilities under these Booking Conditions to any other person, without our prior written consent.
- 10.2. If at any time any part of these Booking Conditions is held to be unenforceable for any reason under any applicable law, that part shall be deemed omitted and the enforceability of the remaining parts shall not in any way be affected by that omission.
- 10.3. These Booking Conditions, together with the Quote, the Cancellation Policy and our confirmation email contain the entire agreement between us and you relating to the Booking and supersedes any previous agreements, arrangements or discussions.