

## Booking Conditions - Cottages

Last updated 1<sup>st</sup> January 2024.

PLEASE READ THIS CAREFULLY. WHEN YOU MAKE A BOOKING WITH US, THESE CONDITIONS ARE DEEMED TO HAVE BEEN ACCEPTED BY YOU

### 1 Welcome

1.1 We are Cambrian Escapes Cyf ("**we**", "**our**" or "**us**", as applicable) of Penstacan, Cilycwm, Llandovery, SA20 0TF. Please see the "Contact Us" section below for our contact details.

1.2 These terms and conditions ("**Booking Conditions**") apply to any reservation you make with us for holiday properties featured on [www.cambrianescapes.co.uk](http://www.cambrianescapes.co.uk) (the "**Site**") (each "**Booking**"), including the accommodation rental contract ("**Rental Contract**").

1.3 Please read these Booking Conditions carefully before you access or use the Site, or make Bookings, as these terms and conditions will apply when doing so. We recommend that you print or save a copy of these Booking Conditions for your reference.

**By making any Booking with us, you confirm that you accept these terms and conditions and agree to comply with them.**

1.4 We provide this Site so that you can reserve accommodation in our holiday properties (each a "**Property**" and together "**Properties**"). We provide a service via this Site that allows you to make Bookings at each Property ("**Booking Services**") and provide the Property and related Rental Services.

1.5 To make these Booking Conditions easier to read, we use several definitions. We refer to:

"**Rental Contract**" as the legally binding contract between you and us for the Rental Services;

"**Rental Charges**" the fees payable by you under the Rental Contract that we collect from you in relation to the Booking;

"**Deposit**" as the initial instalment of the Rental Charges quoted during the Booking process and payable by you when making a Booking;

"**Rental Balance**" as the balance of the Rental Charges payable by you after payment of the Deposit;

"**Holiday Period**" as the dates for which you reserve a Property;

"**Booking Details**" as details specific to your Booking including the Property, Holiday Period and any restrictions notified to you during the Booking process;

"**Booking Fee / Service Fee**" as the amount that we charge in respect of the Booking Services – **currently nil if Booked directly with us.**

"**Guests**" as holidaymakers other than you that are booked to stay at the Property during the Holiday Period under your Booking.

1.6 Every time you wish to use the Booking Services, please check these Booking Conditions to ensure you understand the terms and conditions which will apply at that time. **Your attention is drawn in particular to the sections headed Owner's responsibilities and Your responsibilities.** These Booking Conditions were most recently updated on the date that appears at the top of this page.

1.7 If you have any queries or concerns regarding these Booking Conditions, please contact us using the details set out in the Contact Us section below.

### 2 Privacy Policy

2.1 We take your privacy very seriously. We will hold your information securely and not share it with any third party. We will only use it for the purposes of providing a direct service

to you. By submitting your personal information to us, you agree to our use of that information in this way.

### **3 Our role**

3.1 Once we have accepted a Booking in the way described in the ***Making a Booking*** section below, a legally binding Rental Contract will be formed between you and us. We will make the Property available to you and provide the Rental Services for the Holiday Period. We reserve the right to refuse any Bookings in accordance with these Booking Conditions.

3.2 The following will all form part of the Rental Contract between you and us:

3.2.1 your Booking Details;

3.2.2 these Booking Conditions; and

3.2.3 any other special or additional conditions that we draw to your attention during the booking process before we accept your Booking.

### **4 Your use of the Booking Services**

4.1 Our Booking Services and Rental Services are available to you for your personal, non-commercial use only. You may not offer for resale any Booking or Rental Services for any Properties that appear on our Site without our express written permission.

### **5 Property and Rental Services Descriptions**

5.1 We make every effort to ensure that the descriptions (including Rental Charges and availability) relating to the Properties and Rental Services on our Site are accurate and complete. These descriptions include details of the Property and Rental Services including photos, the availability period of the Property for rental, the Rental Charges and any additional charges, the facilities available at the Property, maximum occupancy numbers, any accreditations, awards or descriptions of quality relating to the Property including star ratings. If we discover a mistake or error relating to this information, we will correct this promptly on our Site and will contact you if that information relates to a Booking that you have already made using our Site.

5.3 We do not accept responsibility for any changes or closures to amenities or attractions mentioned on our Site

5.4 Where Wi-Fi is an advertised facility, please note that its provision is subject to availability and network conditions. It may not be available 24 hours a day and is provided for pleasure not for business purposes. Bookings are not accepted if they are reliant on the uninterrupted, unlimited provision of Wi-Fi.

### **6 Making a Booking**

#### *Eligibility*

6.1 To be eligible to make a Booking and enter into a Rental Contract you must:

6.1.1 be 18 years of age or over and have the legal capacity to enter into legally binding agreements;

6.1.2 register with us on our Site (in advance or when Booking) by providing your real name, phone number, email address and other requested information; and

6.1.3 possess a valid payment method

#### *Booking methods*

6.2 You may make a Booking directly using our Site. In certain circumstances we may also be able to facilitate Booking over the telephone.

6.3 If you provide your Booking details to us by email, we will send to you a link to the Site so that you can make a Booking and pay us online.

### *The contract between you and us*

6.4 By making a Booking with us you are making an offer to:

6.4.1 make payment to us (at the relevant time) in respect of the Rental Services;

6.4.2 enter into a Rental Contract in relation to the Property you have selected; and,

6.4.3 pay us all amounts due in respect of the Deposit and Rental Charges.

6.5 The following steps have to take place before a contract is made between us for the provision of Rental Services under a Rental Contract:

6.5.1 you submit your Booking to us on the Site by submitting your Booking Details and your payment details for processing.

Before submitting your Booking on the Site, the Booking process will give you the opportunity to review your Booking, these Booking Conditions and the Booking Details for your chosen Property and, if you require, make amendments to your Booking.

6.5.2 you will receive an on-screen acknowledgement of your Booking and a receipt for your payment by email at the address you provided.

6.5.3 provided we have successfully processed your payment, we will send you an email confirming your Booking ("**Booking Confirmation**");

6.5.4 we accept:

a) your offer to receive our Booking Services;

b) your agreement to pay us all sums due (at the relevant time) in respect of the Rental Charges (including the Deposit);

c) your offer to enter into the Rental Contract,

in each case, at the time we take any payment from you in respect of the Rental Charges.

Accordingly, nothing that we say or do will amount to any acceptance of your offer until we actually take any payment from you in respect of the Rental Charges (including the Deposit) at which point a contract will be made between us for the Booking and Rental Services under the Rental Contract.

6.6 When we accept payment for all or any part of the Rental Charges, you will no longer owe a debt to us for the associated amount.

## **7 Fees, charges and payment**

7.1 The fees and charges will be as quoted on the Site from time to time and, unless otherwise stated, are quoted in pounds sterling. We use our best efforts to ensure that these are correct at the time when the relevant information was entered onto our systems. However, it is always possible that, despite our best efforts, some of the fees and charges on the Site may be incorrectly priced. We will normally check these prices as part of our confirmation procedures so that:

7.1.1 where the actual Rental Charges or other fees are less than those quoted on the Site at the time you made your Booking, we will charge the lower amount when confirming the Booking to you; and

7.1.2 where the actual Rental Charges or other fees are higher than those quoted on the Site at the time you made your Booking, we will contact you as soon as possible to inform you of this error and we will give you the option of continuing to book the Property at the correct (higher) price or cancelling your Booking. We will not process your Booking until we have your instructions. If we are unable to contact you using the contact details you provided during the Booking process, we will treat the Booking as cancelled and notify you in writing.

7.2 The fees and charges may change from time to time, but changes will not affect any Booking which we have confirmed with a Booking Confirmation.

7.3 All Rental Charges and all other fees and charges quoted on this Site include VAT, where applicable.

7.4 Before submitting your Booking online, you will be presented with details of the total Rental Charges payable for your Booking together with details of the following amounts

payable to us at the time of your Booking:

7.4.1 the Booking Fee / Service Fee (which is **non-refundable** once your Booking is confirmed);

7.4.2 the Deposit and, if the date the Rental Balance would normally fall due for that Booking has already passed, the Rental Balance too; and

7.4.3 any additional fees and charges quoted during the Booking process when you make your Booking (for example, pet charges)

7.5 If you are paying a Deposit rather than the entire Rental Charges when making your Booking, you will also be presented with the date by which you will need to make payment to us for the Rental Balance. Please note, we may (but are not obliged to) contact you to remind you of the due date for payment of the Rental Balance.

7.6 We take the payments due at the time of Booking from your chosen payment method once you have entered your payment details and have clicked the 'Confirm Card Details' button, subject to payment authorisation.

7.7 If the Rental Balance or any other additional payments are due after you make your Booking, then you will need to make these payments by using the payment feature within your account on the Site.

## **8 Payments and interest**

8.1 If you do not make any payment to us by the due date, we may charge interest to you on the overdue amount at the rate of four percent (4%) a year above the base lending rate of the Bank of England from time to time. This interest shall accrue on a daily basis from the due date until the date of actual payment of the overdue amount, whether before or after judgment. You must pay us interest together with any overdue amount.

8.2 Please note we may charge a 'good housekeeping bond', which will be included alongside the charges quoted to you during the Booking process. We will communicate directly with you to collect and (if appropriate) return this bond. Within 7 days of the end of the relevant Holiday Period we will return all or part of the bond to you and, if retaining any part of the bond, notify you in writing of the reasons for doing so.

## **9 Your right to cancel or transfer a Booking**

9.1 Please check all the details in your Booking Confirmation promptly after receiving the confirmation and notify as soon as possible if you think we have made any mistakes or errors with your Booking.

9.2 Please contact us directly using the contact details in the Contact Us section if you would like to amend your Booking. Additional charges including additional Rental Charges and/or an administration fee may also be payable to cover our costs of making the amendment. This does not affect your legal rights.

9.3 After you receive your Booking Confirmation:

9.3.1 you will not be entitled to cancel the Booking Services for a particular Booking and obtain a refund as we will already have completed the provision of the Booking Services for that Booking; and

9.3.2 you will not have a legal right to cancel the Rental Contract as the Rental Services provided under it are accommodation and leisure services for which the contract provides a specific period of performance. You may, however, end the Rental Contract in accordance with the section Your right to end a Rental Contract.

9.4 You may not transfer your Rental Contract to another person. If you do not stay at the Property during the Holiday Period but your Guests do, you will still be legally responsible for all your obligations under the Rental Contract and these Booking Conditions and your Guests' compliance with them. Please see further paragraph 13.4.

## **10 Cancellations of your Booking by us**

10.1 We may cancel your Booking if:

10.1.1 we become aware of any health and safety or quality-related issue with the applicable Rental Services or Property or its immediate surroundings (for example contamination to the Property's water supply);

10.2 We may cancel your Booking due to circumstances or events outside our reasonable control. Please see further paragraph 25.10.

10.3 If we cancel a Booking in accordance with this paragraph 10, we may (but are not obliged to):

10.3.1 arrange alternative accommodation for you and your Guests of an equivalent type and standard in a similar location. We will not be liable for any costs associated with arranging alternative accommodation and such alternative may be subject to the payment of additional charges by you if the Rental Charges for the alternative are higher than those under the cancelled Booking; and/or

10.3.2 provide a refund of any amounts paid by you to us in relation to the cancelled Booking.

## **11. Cancellations due to government public health measures**

11.1. If you have to cancel your booking because Welsh or UK government public health measures mean it is unlawful to travel to or to make use of the accommodation you booked, you may choose to:

11.1.1 transfer your booking to a later date free of any administration charges, subject to availability - you will have to pay any difference in price if the cost of the new booking is higher or be reimbursed the difference if the cost of the new booking is lower;

11.1.2 request a credit to the amount previously paid by you for the booking; or

11.1.3 obtain a refund of the amount already paid by you for the booking, less the administrative costs which we incur in processing your refund.

11.2. You will have to contact us in order to access these options.

## **12 Additional Requirements and Information**

12.1 Children must be supervised and cannot use the hot tub (where provided) unless there is an adult in attendance.

12.2 The stream that runs through our land is not fenced and in places there are steep banks and rocky outcrops.

12.3 You must lock up and secure the property when you go out. Please save energy and turn lights off and the heating down.

12.4 All of the Properties are non-smoking

12.5 Please refrain from making noise after 10pm

12.6 Instructions for the wood burners (where fitted) are provided at each property, and a fire guard is provided for your use.

12.7 The barbecues, fire pits and/or chimineas (where provided) must not be used under the verandas.

12.8 Please read and follow the specific operating instructions and general information provided at each Property

12.9 **Specific requirements for horses will be provided separately.**

### 13 Your responsibilities

13.1 You must make sure that all the information you provide to us in connection with your Booking is true, accurate, current, and complete. If any of your details change (e.g. email address, postal address), you must promptly update your details.

13.2 You accept financial responsibility for all transactions made under your name or account.

13.3 You promise to us that during the Holiday Period:

13.3.1 **that the number of people and pets occupying and using the Property will not exceed the number stated in your Booking Confirmation. Your holiday group must not exceed the maximum number of people stated that the property sleeps.** You cannot extend this by inviting friends to camp, bring tents, use airbeds, sleep on sofas, bring campervans or any other such arrangement. Owners reserve the right to ask all guests to depart if maximum occupancy numbers are exceeded. If this occurs it will be treated as though your holiday has been cancelled by you and as such you will not be entitled to a refund of your holiday monies or any compensation.

13.3.2 that the Property will be used solely for the purpose of a holiday by you and your Guests;

13.3.3 that you will (and ensure that your Guests will) show all due consideration and respect for our representatives and neighbours or other persons or parties that have a connection with the Property. This includes refraining from abusing your stewardship of the Property or dangerous, offensive, violent or anti-social behaviour towards such persons or parties;

13.3.4 that you will (and ensure that your Guests will) use the Property and Rental Services lawfully, will not abuse any facilities provided as part of the Rental Services and will comply with any health and safety or other policies or instructions notified to you by us in connection with the Property or Rental Services;

13.3.5 to allow us or our representative to access the Property at any reasonable time during the Holiday Period provided there is reasonable advance notice (except in emergencies);

13.3.6 to 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 Holiday 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. **We 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;**

13.3.7 to report as soon as possible to us (or our representative) any breakages or damage caused by you or your Guests during the Holiday Period. **Without affecting any other remedies that we have under the Rental Contract, you promise to fully reimburse us for the cost of replacement or repair for such breakages or damage;**

13.3.8 to arrive after 4 p.m. on the arrival day and to vacate the Property by 10 a.m. on the day of departure unless you have selected alternative check-in and check-out dates during the Booking process (as detailed in your Booking Confirmation) or agreed otherwise with us;

13.3.9 not to allow any person other than you and your Guests to use the facilities and amenities of the Property without the express permission of us; and

13.3.10 to notify all Guests before the Holiday Period starts of your and their obligations under this paragraph 13.3.

13.4 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 Holiday Period.

13.5 It is your responsibility to ensure you, your Guests and any pets have the relevant travel and health documents and requirements needed. These include any passport or other

identification documents, visa requirements and, in the case of pets, any vaccines or microchips. We will not be liable for any expenses incurred resulting from your missing, incomplete or incorrect documentation or any non-compliance with such requirements.

13.6 In the event that you or any Guest fails to comply with the requirements set out above in paragraph 13.3, we (or our representative) can refuse to allow you and your Guests to enter and stay at the Property or can require you and your Guests to leave the Property before the end of the Holiday Period. In either case, you will be treated as having broken the terms of Rental Contract and the provision set out in our right to end a Rental Contract section will apply.

## **14 Our responsibilities**

14.1 We will:

14.1.1 perform the Rental Services using reasonable care and skill;

14.1.2 as soon as possible, notify you in writing of any changes to the description of the Property and/or Rental Services relating to your Booking which would make our descriptions of the Property inaccurate, incomplete or misleading;

14.1.3 ensure that the Property is vacant and that you and your Guests have exclusive access to the Property and Rental Services for the full period of the Holiday Period;

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

14.1.5 not make any use of the Property (including conducting any viewings of the Property) during the Holiday Period;

14.1.6 show all due consideration and respect to you and your Guests including refraining from any dangerous, offensive, violent or anti-social behaviour towards you and your Guests;

14.1.7 will ensure that we, the Property and the Rental Services comply with all applicable laws and regulations during the Holiday Period;

14.1.8 comply with the terms of the Rental Contract and act in good faith at all times;

14.1.9 respond to queries, complaints and problems which arise during or after the Holiday Period and use our best efforts to resolve them; and

14.1.10 if VAT forms part of the Rental Charges, provide you with a VAT invoice at your written request.

## **15 Pets**

15.1 Pets are only allowed at Properties where this is expressly stated in the applicable Property description. If you take a pet to a Property that does not allow them, or exceed the stated number/size of pet(s), we (or our representative) have the right to:

15.1.1 refuse to allow you and your Guests to enter or stay in the Property; or

15.1.2 ask you and your Guests to leave the Property before the end of the Holiday Period.

15.2 If we exercise our rights under paragraph 15.1, we may end the Rental Contract in accordance with the Owners' right to end a Rental Contract section.

15.3 You will be liable for all damage caused by your and your Guests' pets. If you are allowed a pet/pets in the Property, you should remove all traces (inside and outside) from the Property of pet occupation before you and your Guests' vacate the Property at the end of the Holiday Period. **We may make an additional, reasonable charge for professional cleaning after your and your Guests' occupancy due to any pets that have stayed at the Property.** You must not allow pets on beds or on furniture within the Property and pets must not be left alone in the Property at any time. If you break the terms of this paragraph 15.3, we (or our representative) may notify you that you have broken those terms and if you continue to do so may end the Rental Contract and require you and your Guests to leave the Property before the end of the Holiday Period.

15.4 Registered assistance dogs are allowed in all Properties featured on our Site, even where the property description states that pets are not allowed, provided that you comply with the provisions in paragraph 15.3. You must notify us of the intended presence of any assistance dogs prior to Booking. If you have an allergy to dogs, please be aware that we cannot guarantee that an assistance dog has not stayed in a particular Property recently. We cannot accept responsibility for any suffering which may occur as a result of such animals having been present in a Property.

15.5 Dogs must be at least 12 months old, well behaved, kept under control, supervised at all times and on a lead when around the farm, other animals and from 31st March to 1st July in areas where there are ground nesting birds.

15.6 Dogs must have up to date flea and tick treatment or prevention collar.

15.7 In the gardens and communal areas, dog poo must be picked up and appropriately disposed of. In the wider surrounds it is alright to push under a hedge.

## **16 Insurance**

16.1 You are strongly advised to take out adequate travel insurance prior to departing for your holiday. It is your responsibility to check that your insurance cover is adequate.

## **17 Promises we make to you about the Property and Rental Services**

17.1 We promise to you that:

17.1.1 we have the right to provide the Rental Services and enter into the Rental Contract with you

17.1.2 we will maintain, at our expense and with a reputable insurance company, policies to meet our liabilities under the Rental Contract with you;

17.1.3 the Property and us will comply with all applicable laws and regulations, in particular, relating to fire, health, safety and planning and data protection; and

17.1.4 the Property is properly maintained, clean, tidy and in good repair at the start of the Holiday Period.

## **18 Booking restrictions**

18.1 The maximum Holiday Period for any Booking is generally 28 consecutive days, subject to availability. However, certain Properties may have a shorter maximum Holiday Period.

18.2 If a Property requires a minimum Holiday Period or has a maximum Holiday Period shorter than 28 days, this will be clearly stated on the relevant Property description page on our Site.

## **19 Our liability**

19.1 We do not exclude or limit in any way our liability to you where it would be unlawful to do so. This includes liability for death or personal injury caused by our negligence or the negligence of our employees, agents or subcontractors; for fraud or fraudulent misrepresentation; or for breach of your legal rights in relation to the Booking and Rental Services including the right to receive the Services supplied with reasonable skill and care.

19.2 If either you or us fail to comply with the terms of the Rental Contract, including these Booking Conditions, neither you nor us shall be responsible for any losses that the other suffers as a result, except for those losses which are a foreseeable consequence of the failure to comply with those terms. Losses are foreseeable where they were contemplated by you and us at the time we accept a Booking made by you.

## **20 Your rights as a consumer**

20.1 We are under a legal duty to supply services that are in conformity with our contract



with you. You have certain legal rights as a consumer under the law and nothing in these Booking Conditions affects your legal rights. Advice about your legal rights in relation to the services we provide is available from your local Citizens' Advice Bureau or Trading Standards office. For detailed information please visit the Citizens Advice website [www.adviceguide.org.uk](http://www.adviceguide.org.uk) or call 03454 04 05 06.

## **21 Your right to end a Rental Contract**

21.1 You may immediately end a Rental Contract:

21.1.1 if we have told you about an error in the charges or Booking Details or a significant error in the description of the Rental Services relating to your Booking and you notify us that you do not wish to proceed; or

21.1.2 if we notify you about a change to the Rental Charges due to changes in the applicable exchange rate and you notify us that you do not wish to proceed in accordance with paragraph 8.1.

21.2 Nothing in this paragraph 21 affects or reduces your legal rights as a consumer. Please see further paragraph 20.1 regarding where to obtain advice regarding your legal rights.

## **22 Our right to end a Rental Contract**

22.1 We may immediately terminate the Rental Contract with you if:

22.1.1 you and your Guests do not comply with the obligations set out in paragraph 13;

22.1.2 you do not comply with the applicable rules on pets in accordance with paragraph 15;

22.1.3 if you fail to pay any housekeeping bond on the date that payment of the bond is due; or

22.1.4 circumstances or events outside of our reasonable control prevent or are likely to prevent you and your Guests from staying at the Property for the Holiday Period or from us complying with any other of our obligations under the Rental Contract.

## **23 Consequences of the Rental Contract ending**

23.1 If you end the Rental Contract for the reasons mentioned in paragraph 21, we will refund to you any Booking Fee and the Deposit and any other amounts paid by you for the Booking within 14 days of the date you notify us that you wish to end the Rental Contract.

23.2 If the Rental Contract ends during the Holiday Period, you must:

23.2.1 leave the Property together with all Guests as soon as possible;

23.2.2 notify us (or our representatives) that you and your Guests have left the Property and the reasons for doing so; and

23.2.3 return the keys to the location instructed by us.

23.3 Nothing in this paragraph 23 affects or reduces your legal rights as a consumer. Please see further paragraph 20.1 regarding where to obtain advice regarding your legal rights.

## **24 Complaints**

24.1 If you have any complaint about the Booking Services, Rental Services or the Property please contact us.

If you are still staying at the Property and wish to make a complaint about a Property or Rental Service, please contact us (or our representative) as soon as possible. We take complaints from holidaymakers seriously and will do our best to resolve them, where possible.

## **25 Other important terms**

25.1 Written Communications. You agree to receive communications from us electronically and that electronic communications will satisfy any legal requirement for communications to

be in writing.

25.2 Language. Any contracts made under these Booking Conditions will be concluded in English.

25.3 Our reliance on these Booking Conditions. We intend to rely on these written Booking Conditions and any document expressly referred to in them in relation to the subject matter of any contract made under them. We and you will be legally bound by these Booking Conditions.

25.4 References to 'including' and other similar expressions. In these Booking Conditions, words that appear after the expression 'include', 'including', 'other', 'for example', 'such as' or 'in particular' (or any similar expression) will not limit the meaning of the words appearing before such expression.

25.5 We may transfer this contract to someone else. We may transfer our rights and obligations under these Booking Conditions to another organisation. We will contact you to let you know if this is planned. If you are unhappy with the transfer you may contact us to end the relevant contract within 14 days of us telling you about it and we will refund you any payments you have made in advance for services that have not been provided.

25.6 Events or circumstances beyond our reasonable control. If we are prevented or delayed from complying with any obligations under these Booking Conditions by anything you (or anyone acting on your behalf) does or fails to do or due to events or circumstances beyond our reasonable control, the inability or delay in performing those obligations will not be treated as a breach of the terms of these Booking Conditions. Examples of such events or circumstances include fire, flood and other acts of God, strikes, trade disputes, lock outs, restrictions of imports or exports, riot, accident, disruption to energy supplies, civil commotion, acts of terrorism or war.

25.7 You need our consent to transfer your rights to someone else. You may only transfer your rights or your obligations under a contract made under these Booking Conditions to another person if we agree to this in writing.

25.8 Nobody else has any rights under these Booking Conditions or the Contract. Each contract for the provision of the Booking Services and Rental Contract is between you and us. No other person shall have any rights to enforce any of the terms of each respective contract. The party to a contract made under these Booking Conditions will not need to get the agreement of any other person in order to end that contract or make any changes to these Booking Conditions.

25.9 If a court finds part of these Booking Conditions or any contract to which they apply illegal, the rest will continue in force. Each of the paragraphs of these Booking Conditions operates separately. If any court or relevant authority decides that any of them are unlawful, the remaining paragraphs will remain in full force and effect.

25.10 Even if we delay enforcing a contract made under these Booking Conditions, we can still enforce it later. If we do not insist immediately that you do anything you are required to do under these Booking Conditions, or if we delay in taking steps against you in respect of you breaking a contract made under them, that will not mean that you do not have to do those things and it will not prevent us taking steps against you at a later date. For example, if you miss a payment and we do not chase you but continue to provide the Rental Services, we can still require you to make the payment at a later date.

25.11 These Booking Conditions and any contracts made under them are governed by the law of England and Wales.

25.12 Alternative dispute resolution. Alternative dispute resolution is a process where an independent body considers the facts of a dispute and seeks to resolve it, without you having to go to court. If you are not happy with how we have handled any complaint, you may want to contact an alternative dispute resolution provider. You can submit a complaint to the IDRS (part of the Centre for Effective Dispute Resolution) via their website at

<http://www.cedr.com/idrs/>. IDRS will not charge you for making a complaint and if you are not satisfied with the outcome you can still bring legal proceedings.

## **26 Changes to these Booking Conditions**

26.1 We may make changes to these Booking Conditions at any time by sending you an email with the modified Booking Conditions or by posting a copy of them on the Site. Any changes will take effect 7 days after the date of our email or the date on which we post the modified terms on the Site, whichever is the earlier. If you continue to use the Site after that period has expired, it means that you accept any such changes. The modified Booking Conditions will not apply to any Bookings that we confirm with you before the date the modified Booking Conditions come into effect.

26.2 No representative, agent or sales person has the authority to vary, amend or waive any of these Booking Conditions. No amendment, variation or waiver of any of these Booking Conditions will be valid or have any effect unless accepted by us in writing.

## **27 Contact us**

Duncan and Tanya Jordan,

Directors

Cambrian Escapes Cyf, Penstacan, Cilycwm, Llandoverly, SA20 0TF.

Email [stay@cambrianescapes.wales](mailto:stay@cambrianescapes.wales) Tel. 01550 720712