

Rental Contract - when you Book our Holiday Accommodation through a Booking Agent

Last updated 1st January 2024

PLEASE READ THIS CAREFULLY.

When you make a Booking through a Booking Agent for one of our Properties, you will enter a contract with them for their Booking Services and their Terms and Conditions will apply. In making the Booking you will be deemed to have entered a Rental Contract with us as the Owners of the Property.

The Terms and Conditions of our Rental Contract.

1 Welcome

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

1.2 These terms and conditions apply to the accommodation rental contract ("**Rental Contract**").

1.3 We recommend that you print or save a copy of the Rental Contract for your reference.

By making a Booking for one of our Properties through your Booking Agent you confirm that you accept these terms and conditions and agree to comply with them.

1.4 We provide the Property and related Rental Services.

1.5 To make these Terms and Conditions easier to read, we use a number of 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 collected by your Booking Agent in relation to the Booking;

"**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 Agent**" the company you made your Booking through.

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

1.6 **Your attention is drawn in particular to the sections headed Our responsibilities and Your responsibilities.** These Terms and 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 Terms and 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 via your Booking Agent, you agree to our use of that information in this way.

3 Our role

3.1 Once your Booking Agent accepted a Booking in the way described in their respective Booking Conditions 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 the respective 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 the Booking Conditions; and

3.2.3 the Terms and Conditions of this Rental Contract

4 Your use of the Rental Services

4.1 Our 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

6.1 You have chosen to Book through a Booking Agent and accordingly their respective Booking Conditions apply before a Rental Contract exists between you and us.

6.2 Alternatively, you can book direct through our website at www.cambrianescapes.co.uk

7 Fees, charges and payments

7.1 The fees, charges and payment terms will be as quoted by your Booking Agent.

8 Payments and interest

8.1 As stated by your Booking Agent

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 These are in accordance with the terms and conditions provided by your Booking Agent under the booking service.

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 to us in relation to the cancelled Booking.

11 Booking restrictions

11.1 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.

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 the Owners' 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. We do not accept dogs under 12 months old. All dogs must be housetrained and fully inoculated. 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 the Owner's liabilities under the Rental Contract with you;

17.1.3 the Property and the Owner 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.

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, 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.

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. 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 or call 03454 04 05 06.

21 Your right to end a Rental Contract

21.1 You may end a Rental Contract in accordance with the terms set out by your Booking Agent and your contract with them.

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

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

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

23.1.3 return the keys to us.

23.2 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 please contact your Booking Agent, but please also advise us.

24.2 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 this Rental Contract will be concluded in English.

25.3 Our reliance on the terms and conditions of your Booking Conditions with your Booking Agent and of this Rental Contract. We intend to rely on these 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 the Booking Conditions and Rental Contract.

25.4 References to 'including' and other similar expressions. In the Rental Contract, 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 the Rental Contract 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 that have been made to us 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 the Rental Agreement 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 and Conditions or the Rental Contract. 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 this Rental Contract to another person if we agree to this in writing.

25.8 Nobody else has any rights under your Booking Contract or this Rental Contract. Each contract for the provision of the Rental Service is between you and us. No other person shall have any rights to enforce any of the terms of each respective contract.

25.9 If a court finds part of the Booking Agent's Booking Conditions or our Rental Contract or any contract to which they apply illegal, the rest will continue in force. Each of the paragraphs of these

Rental Contract 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 Terms and Conditions, we can still enforce it later. If we do not insist immediately that you do anything you are required to do under the Rental Contract, 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.

25.11 The Rental Contract and the Terms and Conditions and any contracts made under them are governed by the law of England and Wales.

26 Contact us

Duncan and Tanya Jordan,
Directors

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

Email stay@cambrianescapes.wales Tel. 01550 720712