

# Trawsfynydd Holidays Ltd

## Bronaber, Trawsfynydd, Gwynedd LL41 4YB

### Booking Conditions

In these terms and conditions "we", "us", "our", means Trawsfynydd Holidays Ltd. and will be referred to as THL. THL arranges bookings of accommodation as agent of the Owners (the "Owner") of such accommodation. References to "you" and "your" mean the person making the booking (the party leader) and all members of the holiday party.

#### Contract:

When you book accommodation through THL you enter into a contract with the Owner of that accommodation. Your binding contract with the owner will begin when we issue the written confirmation (see Booking below). THL is responsible for the administration of your booking, but, except where otherwise stated in these Conditions, does so solely on behalf of and as agent for the Owner. As Agent, we accept no legal responsibility for any contract you enter into for accommodation or for the acts or neglect of any owner or other person connected with your booking.

The contract, and all matters arising out of it, is governed by Law of England and Wales and shall be dealt with by the courts of England and Wales.

These Conditions set out the basis of your contract with the Owner.

#### Pricing:

THL reserve the right to change any letting price prior to a booking being made.

Should the nightly rate overtake the weekly rate then the weekly rate will apply, however the occupant cannot stay longer than the dates booked unless we agree at the time of booking that the accommodation is available.

A minimum of 3 nights is normally required over any bank holiday, however if 2 nights are available due to other bookings in an accommodation this can be booked.

A booking of one night will incur a £45 surcharge per accommodation

Bed linen and electricity are included in the price. You must bring your hand & bath towels and washing up essentials. Towels can be hired at an additional charge if required.

#### Brochure and Website Descriptions:

All the accommodation on site is privately owned and so the layouts and furnishings will vary between the different accommodations. The normal cabin configuration is one double room, bunk beds in all further rooms and a shower in the bathroom. Some cabins have twin or double beds in place of bunk beds, a few have a bath with a shower over it. Also not all of our cabins have a large decking, good view, TV with scart socket, DVD player or storage space for equipment like bikes & these are therefore not guaranteed. If they are essential for your stay, please ensure you check the web description carefully and/or state this when you book so that we can check the availability and allocate an appropriate cabin. Additionally not all of our cabins allow a pet to stay.

We aim to make sure that the information provided by owners is presented accurately on our website and in our brochure. There may be small differences between the actual property and its description. This is usually because the owners are always aiming to improve services and facilities. We make reasonable efforts to make sure that information we give you about your property and its facilities or services is accurate and complete on the date given. We cannot accept responsibility for any inaccurate, incomplete or misleading information about any property or its facilities and services, unless this was caused by our negligence.

#### Booking:

The party leader must be at least 18 years of age at the time of booking and is responsible for making all payments due to the THL.

You are only entitled to bring a pet with you if the cabin allows pets and you have pre-booked it with us. If you have specific requirements regarding cabin configuration or facilities and services (see above) and these are essential for your stay you must check the availability of these items at the time of booking.

Once we have received your telephone booking, we will send, by post or by email if you tell us at the time of booking that you would prefer it by email, a written booking confirmation on behalf of the Owner showing your booking details and any balance due. If you have booked online, this booking confirmation will be sent to your email address only. Please check the booking confirmation carefully and inform us immediately of any incorrect details. When THL issues a booking confirmation to you, this signifies that the Owner has entered into a contract with you, which is subject to these Conditions.

You agree that no liability can be accepted by the Owner or THL for any expenses, costs, losses, claims or other sums of any description which relate to any business, howsoever suffered or incurred by you.

#### Payment:

If you book less than 4 weeks before your arrival date, payment of the full amount is due straightaway and must be paid by debit/credit card at the time of booking.

For all other bookings a deposit of 50% is required at the time of the booking. For online bookings this must be paid using our secure card payment service. For telephone bookings this can be paid by debit/credit card over the phone or by cheque by return post. If we do not receive your payment within 10 days of the booking being made we will cancel the booking. Payment of the outstanding balance must be paid no less than 4 weeks before your arrival at the accommodation. This can be paid by debit card over the phone or by cheque and for online bookers this can also be paid using our "Pay Balance Online" link supplied in the booking confirmation.

If a payment due in relation to your booking is not paid by the appropriate date, THL on behalf of the Owner is entitled to assume that you wish to cancel your booking. THL will remind you of monies due, if however the outstanding balance is not received by the due date, THL on behalf of the Owner is entitled to keep all deposits paid.

#### To change your booking

If you wish to make a change to the dates of your booking, it will be permitted if there is availability in the booked accommodation, the advertised rates for the new dates will then be applicable. If you are making such a change more than 3 weeks before arrival you will incur an administration charge of £30 per accommodation and change, and this charge must be paid immediately. If you wish to make changes within the period 3 weeks before your arrival date, the charge will be £60 which reflects the Owners charge plus our administration fee.

#### To cancel your booking

If you have to cancel your booking, the party leader must telephone THL on the number shown on the booking confirmation as soon as possible and also confirm your cancellation in writing by post, email or fax quoting your reference number. The day THL receives your written notification is the date on which the booking is cancelled.

If you cancel the booking within the first 10 days of the booking being made and it is more than 28 days before arrival, you are entitled to a full refund less an administration charge of £30.

To qualify for a refund, your reason for cancelling the accommodation must be one of the following, apply to a member of your party and must have occurred after you booked your holiday: Illness (subject to medical evidence that the person is unfit to travel); Death; Redundancy (provided employment has been on a continuous basis with the same employer for at least 2 years); Jury or witness service; Death or illness of a close relative (e.g. Spouse, Son/daughter (in law), Parent (in law), Grandparent, Sister/brother, Fiancé). Only on receipt of appropriate supporting documentation will THL be in a position to refund monies paid.

Where the reason for cancellation does not qualify for a refund, a cancellation charge will be payable, based on the number of days before the arrival date THL receives your cancellation notification:

No. of days before arrival	cancellation charge
28 or more	50% of total cost
15-28 days	75% of total cost
1-14 days	90% of total cost
on arrival date	total cost

On receipt of written cancellation THL will endeavour to re-book the Accommodation for the holiday period and if successful, for whole or part of the period, THL will be in a position to refund the relevant proportion of the money less £30 to cover administration charges.

#### Cancellations or changes by the owner

Neither the Owner nor THL expect to have to make any changes to your booking, but very occasionally problems occur and bookings have to be changed or cancelled. THL will, where possible, offer suitable alternative accommodation. If THL is not able to offer alternative accommodation or you do not accept the alternative offered, THL will return any monies paid and will not otherwise be liable for any loss caused by such alteration or cancellation.

#### Force Majeure

The Owner and THL shall not be liable, jointly or individually, for any changes, cancellations, losses or damage suffered by you that occur due to any event(s) or circumstance(s) beyond the reasonable control of either the Owner or THL (referred to as Force Majeure). Examples of Force Majeure includes fire, flood, exceptional weather conditions, epidemics, destruction or damage of the accommodation by any cause (other than negligence of the Owner or THL) and all similar situations.

**Insurance:** We do not offer cancellation or personal insurance for holidays booked through us. We strongly recommend that you make your own insurance arrangements.

**Pets:** Up to two pets per accommodation in certain cabins are allowed, if we have availability. The pets are not allowed on beds or furniture and should not be left unattended in the accommodation. Please bring the pets bedding with you. The pets must be kept on a lead at all times and walked on the perimeter of the site. There is a dog walking area where they can run off the lead to the left hand side of the village. Dogs are not allowed to wander on to other accommodations gardens. If they do poop please use a poop scoop and dispose of the waste in a bin.

**Arrival:** You can arrive at your accommodation after 3 pm on the start date of your holiday. Please report to the village reception to obtain your keys. The reception is open from 9am to 5 pm Mon-Sat & from 9.30 on Sundays. If you are going to arrive after 5pm please call the reception to make special key collection arrangements. Arrivals are not possible on Christmas Eve, Christmas Day, Boxing Day, New Years Eve or New Years Day.

**Departure:** You must vacate your accommodation by 10 am on the last day of your holiday. Please ensure you return your key to the reception or post it in the letterbox at the reception when you leave.

#### Your stay:

Neighbours must be considered at all times. Should there be excessive noise levels, any form of rowdiness night or day, or if it is believed that damage is likely to be caused, has been caused, or is being caused, you will be asked to leave immediately. The maximum number of people allowed to stay in the cabin must not be exceeded and you must not allow more people than confirmed at the time of booking to occupy the accommodation. THL can refuse to hand over the key or ask you to leave if more people will occupy the accommodation.

Neither the Owner nor THL will have any liability to you as a result of any of the above situations and no refund of any monies you have paid will be made.

You agree to keep the accommodation clean and tidy and to leave it in a similar condition as you found it upon your arrival. You are responsible for the actual costs of any breakage or damage in or to the property along with any other additional costs that might occur which are caused by any member of the holiday party.

It is a criminal offence to use fire extinguishers in a non fire situation and charges may be brought against the offender(s).

All of our cabins are non-smoking. We do not refuse bookings if members of the party smoke, we do however as that you respect the owners wishes and smoke outside. Please ensure cigarettes are fully extinguished before disposing of them and do not dispose of them in the cabin gardens.

Due to fire risk open fires are not allowed on site, Chinese lanterns must not be lit and BBQ's must not be used on or near any wooden surfaces. Please ensure BBQ's are completely out before moving or disposing of them.

You must not move any item or appliance from one accommodation to another

Refuse and recycling collection points are detailed on the map supplied with your welcome letter. We ask you to dispose of your refuse at these points in tied up black refuse sacks.

Water serving the properties is from a private supply and backed up by a mains supply.

Pedestrian priority exists on all roads and crossings.

Vehicles must keep to designated parking space. Please drive carefully at all times as children may be playing near the roads.

There is no street lighting on the village and so it is recommended to bring a torch with you.

Should there be a problem whilst staying at the Holiday Village, please report it to the village reception during normal hours. For a site emergency out of hours, the telephone number for the person on call for that evening is posted in the reception notice board.

These Booking Conditions are valid as of 05/01/19