



(1) BOOKINGS AND PAYMENT

When you make a Reservation Request, we shall confirm the availability of the Property and reserve it for you the Holidaymaker. Upon reservation a 30% Deposit (£99 minimum) must be received within **24 hours** by card payment, online banking or cash deposit at our bank. We give three (3) days for cheque deposits, which must be posted **First Class** on the day of booking.

If the holiday is to commence within eight (8) weeks, the full balance must be paid. If payment is not received, the reservation will be cancelled.

Upon receipt of the Initial or Full Payment, we will issue a Holiday Confirmation, which is your receipt.

The balance must be paid no later than eight (8) weeks prior to the commencement of the holiday.

Where we have not received the balance by the due date, an overdue reminder email will be issued to you. If the balance is not received within three (3) days of the date of that reminder, we reserve the right to treat the Booking as cancelled by you and the deposit will be non-refundable.

The prices stated on the website are in pounds sterling. All payments must be made in pounds sterling.

Any charges raised against us by our bank for handling dishonoured cheques, bank transfers, international exchange costs and transfer costs or any other payments, must be paid by you within three (3) days of the request to do so.

Through our online booking site provider Holidaylivebooking.co.uk, which is PCI compliant and SSL encrypted we now offer a secure card payment gateway provided by STRIPE.com. Although we provide the platform to enable card payments via STRIPE.com we are not responsible for this payment solution and are not liable for any issues or problems you may encounter with the payment solution provider.

(2) BOOKING DETAILS

Upon receipt of the Holiday Confirmation from us you should check the details and notify us of any mistakes/errors made by either party and within no more than three (3) days.

No changes can be made to the Booking after this time if other Holidaymakers have reserved the dates required.

(3) CANCELLATION BY THE HOLIDAYMAKER

You should notify us immediately by telephone and then in writing/email if you wish to cancel the Booking. The cancellation only takes effect when we have received written confirmation from you.

Deposits are non-refundable. However if we are able to fully or partially re-let *any refund of balance paid will be pro rata to any days re-let, minus any or all of the following: any last minute discounts we have had to offer to secure a re-let, agency commission fees charged to us, additional advertising or email marketing costs, bank/credit card fees incurred by us and any other costs incurred in order to secure a re-let. The remainder, if any, will be subject to a £25 administration fee to cover the considerable time involved in securing a re-let.* Alternatively, if we re-let, we may transfer any remaining balance to new dates or offer you a voucher so you can choose alternative dates at a later date (valid for 12 months) subject to availability. **Considering all this you should therefore ensure you take out adequate holiday insurance if you want cancellation protection (see section (4) below).**

However, in the event of a breach of any of the undertakings regarding your responsibilities or that regarding pets, we (or our representative) can refuse to allow you to take possession of the Property or make you leave the Property before the end of the Holiday. In either case you shall be deemed to have cancelled the Booking and under these circumstances you shall have no claim for compensation or reimbursement whatsoever.

If you cancel due to any reason or illness including COVID-19 or other Pandemic illness, your monies will **non-refundable**, unless we can re-let and then a partial refund may be available in accordance with above. In the first instance please refer to your insurers.

If you cancel due to **disinclination to travel** for Any reason including COVID-19 concerns, then your monies will be **non-refundable**, unless we can re-let and then a partial refund may be available in accordance with above. Only if the UK or Welsh Government, or your Home Country Lock-Down travel restrictions are in place, making it **illegal** for you to take your holiday with us, will your holiday be transferable to a new date or refundable. Government Advisories unlike Laws do not constitute a reason to cancel. This would fall under disinclination to travel.

(4) INSURANCE

If you wish to protect your deposit and full balance of your holiday we strongly recommend you take out Holiday Insurance, either annual or single trip. This can be purchased at relatively low cost, or may be included free with your banking institution benefits. Please check as this may be an optional extra. Such insurance at a minimum must cover losses sustained as a result of cancellation, medical issues, accident, illness or

repatriation in the event of a death. Your travel insurance should also cover against any Covid-19 or Pandemic issues or incidents which may affect your booking. If you choose to book without adequate insurance cover, we will not be liable for any of your losses however arising, **in respect of which insurance cover would otherwise have been available. However, the case of Covid-19 or Pandemic Government Lock down, as explained above, we will provide a transfer of dates or refund.**

Please note, if you have booked through the Agency West Wales Holiday Cottages (WWHC), you have agreed to their Terms and Conditions and your Deposit is **Non-Refundable** in All circumstances. The deposit covers the Commission we pay which you or we cannot reclaim from WWHC under any circumstances. The same goes for any other Agency we may use in the future.

(5) OTHER CANCELLATIONS

In the highly unlikely event we are unable to let the holiday accommodation requested by you, due to unforeseen circumstances other than those conditions considered '**Other**' in **Section 14** or force majeure we will reimburse you in full and endeavour to suggest alternative accommodation for you of an equivalent type and standard in a similar location. We will not be liable for any costs associated with alternative accommodation.

Covid-19 Update – if there are future FCO, UK or Welsh Government Travel Restrictions or Lock-down, we will make an exception to our T&Cs and transfer your booking to new dates without penalty.

(6) RESPONSIBILITIES OF THE HOLIDAYMAKER & DAMAGES

During the period of the holiday, you and your party should ensure:

- that the number of people occupying the Property will not exceed the number stated on the Holiday Confirmation (and in any event no more than six (6) persons including babies & children);
- that the Property will be used solely for the purpose of a holiday by you and your party;
- to show due consideration for other parties (to include, but not be limited to, refraining from abuses of the Property and/or illegal, dangerous, offensive or rude behaviour to us, our representative or any third parties such as neighbours, and livestock);
- to allow us or our representative access to the Property for repairs or inspection at any reasonable time during the period of the holiday;

- 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 and **to please ensure that at the end of the holiday the Property is left in the same state of order and cleanliness in which it was found.** We reserve the right to levy an additional charge for any extra cleaning required after your occupancy and for any consequential loss;
- **to please report as soon as possible to us** (or our representative) **any breakages or damage** caused by you or your party during the holiday and to reimburse us with the cost of replacement. We reserve the right to make a claim against you for repair or loss as a result of damage caused. At the very least we may ask you to repay part or all of any holiday discount you may have received to cover our costs; If something in the cottage is not working properly during your stay please let us know as soon as possible so we can do our very best to repair or replace it for you during your stay or at least in time for our next guests.
- **to please arrive after 5 p.m. on the arrival day and to vacate the Property by 10 a.m. on the day of departure** unless prior arrangement has been agreed with the us and/or the Holiday Confirmation states otherwise;
- **not** (without the express permission of us) **allow any person or pets, other than those booked and staying in the Property, to use the facilities and amenities of the Property; Please ensure you close all the windows and lock the doors when you leave the property at any time.**
- ***and to notify all other members of your Holiday party of these undertakings.***

In the event of a breach of any of the undertakings set out above we (or our representative) can refuse to allow you to take possession of the Property or ask you to leave the Property before the end of the Holiday. In either case you shall be deemed to have cancelled the Booking and you shall have no claim for compensation or reimbursement whatsoever.

(7) NON-SMOKING BUILDING

You are **not** permitted to smoke inside the cottage due to our insurance cover. You are welcome to smoke in the gardens and covered area in wet weather. Ash trays are provided. Please dispose of cigarette butts carefully to ensure they don't ignite dry meadow grass.

(8) LOST PROPERTY

If you have left something behind we kindly ask you to pay return postage. We will donate items to charity if you do not want the items back.

(9) YOUR RESPONSIBILITIES DURING THE COVID-19 PANDEMIC

PRE ARRIVAL:

If prior to your stay with us you or anyone in your household experience COVID-19 symptoms such as a high temperature, a new continuous and persistent cough or if you have an altered sense of taste or smell you must follow Government advice and self-isolate at home and order an NHS PCR Test. If this is negative, you will be free to take your holiday with us. If it is positive you will need to cancel your holiday and continue to self-isolate at home. Please see our Covid Guarantee on the website. We will need proof via a Covid Passport that one of your named party on the booking has a positive result.

DURING YOUR STAY:

Under Government guidelines you MUST notify us if you feel unwell during your stay with Covid-19 symptoms. You should consider travelling straight home (If safe to do so, avoiding public transport) and be tested at home. Alternatively, you can take a test here in West Wales, but consider that if you become more ill and are unable to travel home you may need medical attention or hospitalisation and will need to self-isolate for the current **Welsh Government** legally specified time frame. If you choose to self-isolate here at the cottage, you will have to fund your stay in full. We will have to refund the cost plus possible compensation to any customer your self-isolation affects and any costs will be passed on to you.

(10) PETS

If you bring a pet/s to the Property which exceeds the stated number/size of pet agreed at the time of booking, we (or our representative) can refuse to allow you to take possession of the Property or make you leave the Property before the end of the holiday. Pets must be kept under control at all times, as there are often sheep and cattle in nearby fields. If the pet/s is let loose and worrying livestock we can ask you, the Holidaymaker to leave the property. ***Please be aware that farmers have the legal right to shoot dogs in fields worrying livestock.*** If the Holidaymaker is made to leave the property they shall be deemed to have cancelled the Booking and the Holidaymaker shall have no claim for compensation or reimbursement whatsoever.

The Holidaymaker is liable for all damage caused by his/her pets. Please ensure any dog fouling is picked up and disposed of as and when it occurs, and at the end of the letting period. You should remove all traces (inside and out) from the Property of pet occupation before final departure. We reserve the right to levy an additional charge for any extra cleaning required after your occupancy. ***Please do not allow pets upstairs, and not allow them on beds, furniture or in the bath and pets must never be left alone in the Property at any time,*** unless by our prior agreement and with the understanding they are left in their own crate in the hall. If you breach this clause and/or your pet damages the property we (or our representative) will ask you to leave the Property before the end of the Holiday. If this happens you shall be deemed to have cancelled the Booking and you shall have no claim for compensation or reimbursement whatsoever.

(11) PRIVACY & INFORMATION

Under The General Data Protection Regulation 2018 (GDPR 2018), all personal and other information and details collected by **us** or on behalf of us by **HolidayLivebooking.co.uk** via our online booking application, will not be disclosed to any third party except in relation to any legal obligations required by law such as under The Immigration (Hotel Records) Order 1972.

Your booking information (name, address, email) is stored on the Holidaylivebooking.co.uk database but is only accessible by Holidaylivebooking.co.uk and ourselves as co-proprietors of **The Old Swan Inn** for the purpose of administrating your booking. Access controls, logging and encryption are in place to ensure the ongoing security of information entrusted to Holidaylivebooking.co.uk, and we're required by law to keep the information confidential. We also maintain **Yahoo.co.uk** email account and store guest emails and email address for our future records. Our own website www.the-oldswaninn.co.uk via **Squarespace.com** and our online booking facility Holidaylivebooking.co.uk is HTTP Secure (HTTPS) to offer you further protection whilst browsing our website or booking online.

If you have subscribed for emails or opted-in during our online booking we may contact you occasionally about any offers/news at The Old Swan Inn. We use **Campaignmonitor.com (also HTTPS)** to deliver offer emails to you and only your name and email address is stored securely with two-factor authentication. We will not sell, trade, or transfer your details to third parties. Any e-mail marketing we carry out will always allow you to unsubscribe from the mailing list, and you can contact us anytime to unsubscribe.

You can contact us to ask us what information we hold about you. You can request that this information is deleted. When we cease trading all information will be destroyed or will be transferred to the new proprietor who will be bound by the same GDPR Privacy laws.

There are cookies on our website but you can decline these on entering the site.

(12) LIABILITY

Your (and all other members of your party) personal belongings and vehicles (together with their contents) are left at the Property entirely at your own risk. You must close the windows and lock both doors whilst you are away from the property. We shall accept no liability to you for any loss, damage or injury howsoever caused to you, or your parties personal property during your stay at the Property except to the extent such loss, damage or injury is caused by the negligence or wilful default of us. The above must be covered by you, your vehicle, travel or home insurance.

(13) COMPLAINTS

We want you to enjoy your holiday, recommend us to your friends and family, and hopefully stay again. In the unlikely event you have cause for dissatisfaction, you should talk to us immediately during your stay, and we will endeavour to resolve the issue as soon as possible. We take complaints seriously and want to do our best to resolve them if at all possible. We encourage feedback and you will be given a feedback form, before the end of your stay, to complete if you wish.

(14) OTHER UNAVOIDABLE AND EXTRAORDINARY CIRCUMSTANCES

No liability can be accepted and no compensation will be paid by us, where you, or your parties personal property suffer any loss, damage, injury, disappointment, inconvenience or otherwise, or where the performance or prompt performance of any obligations by us are prevented or affected, by any event which we could not have reasonably foreseen or avoided including war, threat of war, riot, civil strife, industrial action, terrorist activity, natural or nuclear disaster, fire, adverse weather conditions, closure of international borders, disease, no availability of transport services, interruption to services/utilities and all similar events outside our control.

(15) LAW AND JURISDICTION

All contractual obligations arising out of these conditions shall be subject to English Law and the exclusive jurisdiction of the England and Wales Courts.

30/12/2021