



Cwm Connell Coastal Cottages – Cottage Hire – Terms & Conditions

When you make a booking using our online reservation system you will receive an automatically generated booking summary, by email, to the email address you provided in the booking form. This does not form a contract between us. A contract shall only arise when we here at Cwm Connell Coastal Cottages personally confirm your booking by email. This forms a contract between us.

CONTRACT

The contract for a short-term holiday rental will be between Cwm Connell Coastal Cottages (referred to as, us or we) and the person making the booking and all members of the holiday party (referred to as, Named Booker, You or Your) in the following booking conditions. These Terms & Conditions shall be governed by the laws of England and Wales. The contract of hire is not effective until we have received the deposit. The contract will be subject to these Terms & Conditions which must be complied with. The Named Booker must be 18 years of age at the time of booking and must list the names of all members of the group by the start of the booking. The Named Booker is responsible for all payments. The Named Booker accepts responsibility for the conduct of all guests within the booking and for ensuring compliance with these Terms & Conditions.

PAYMENT & CANCELLATION FEES

A 30% deposit is required to secure Your booking on confirmation of booking. This deposit is NON REFUNDABLE and we strongly recommend that You take out adequate and appropriate insurance to cover all payments and potential losses in the instance of cancellation. Please see insurance clause below.

The balance of payment is due 30 days before the start date of Your booking. Failure to pay the balance by the due date may result in cancellation of the booking and loss of all monies paid.

From 30 days prior to the retreat start date the cancellation fee payable by the Customer is as follows:

More than 30 days loss of deposit only
20–29 days 50% of the total booking value cancellation charge
12–19 days 75% of the total booking value cancellation charge
4–11 days 90% of the total booking value cancellation charge
0–3 days 100% of the total booking value cancellation charge

No cottage can be reserved for any length of time without a 30% deposit payment. We reserve the right to cancel a booking where payment has not been received 30 days before the commencement date. If the booking is made within 30 days of the holiday start date then the full rental payment will be required.

CANCELLATION

If Your booking has to be cancelled because Cwm Connell Coastal Cottages has to close through Force Majeure, meaning any of the following circumstances which may hinder or prevent the performance by us of the Contract, including but not limited to: (a) acts of God, flood, drought, earthquake or other natural disaster; (b) epidemic or pandemic; (c) terrorist attack, civil war, civil commotion or riots, war, threat of or preparation for war, armed conflict, imposition of sanctions, embargo, or breaking off of diplomatic relations; (d) nuclear, chemical or biological contamination or sonic boom; (e) any law or any action taken by a government or public authority, including without limitation imposing a restriction, prohibition, or

failing to grant a necessary licence or consent; (f) collapse of buildings, fire, explosion or accident; (g) non-performance by our suppliers or contractors; and (i) failure of utility service, and the period of closure covers Your booking then You will be refunded monies paid in full. No additional compensation, expenses or costs will be payable.

If government restrictions, travel restrictions, or local lockdowns applicable to Your home area prevent You or Your party from travelling, cancellation will be treated as a customer cancellation and standard cancellation terms will apply. We strongly recommend suitable travel insurance to cover these circumstances. For clarity: Where Cwm Connell Coastal Cottages is legally unable to provide the booked accommodation, monies paid will be refunded. Where the accommodation remains available but the customer cannot travel for personal or regional reasons, standard cancellation terms apply.

Customer inability (or the inability of any, some or all of Your intended party) or disinclination to travel to and stay at Cwm Connell Coastal Cottages for any reason. This includes – but is not limited to – illness (including Covid), a requirement or recommendation to self-isolate or quarantine, shielding, a call to jury duty, military service, incarceration, change in personal or work circumstances, family emergencies, travel delays, vehicle breakdown, and delays with public transport. These remain at Your risk and do not give rise to a right to cancel or to receive a refund. You are strongly recommended to take out UK travel insurance to cover these eventualities. If You choose not to take out UK travel insurance, then You accept responsibility for any loss that You may incur due to Your cancellation.

Cancellations must be notified to Cwm Connell Coastal Cottages by phone and email and once received in writing we will confirm the cancellation request to You. In order to ensure a speedy receipt and thereby processing of cancellations, Cwm Connell Coastal Cottages recommends that the Customer sends written notification of cancellation by email requesting confirmed receipt. The effective date of cancellation is when written notification is received by Cwm Connell Coastal Cottages. Any amounts due for refunding will be actioned on the last date of Your booking.

HOLIDAY / TRAVEL INSURANCE

It is the responsibility of the Customer to acquire suitable travel insurance for themselves and their party to cover the booking. Cwm Connell Coastal Cottages strongly recommends that the Customer acquires suitable insurance to cover circumstances beyond the Customers' control such as, but not limited to, jury duty, incarceration, change in personal or work circumstances, military service, illness – including Covid and shielding, family emergencies and travel delays.

PERIOD OF HIRE

You should arrive after 4pm on the commencement date, check out is at 10am at the latest on the departure date. You must not use the property except for the purpose of a holiday/retreat during the holiday/retreat period, and not for any other purpose or longer period. The agreement to stay in the property for the holiday period, does not create the relationship of Landlord and Tenant between the parties. You shall not be entitled to a new tenancy, or to any assured shorthold or assured tenancy or any statutory protection under the Housing Act 1988 or other statutory security of tenure now or at the end of the Holiday Period

NUMBER OF PERSONS USING THE PROPERTY

Under no circumstances may more than the maximum number of persons stated on Your booking form and our website occupy the cottages booked. Non-residents are strictly not allowed without specific permission. We reserve the right to refuse admittance or require guests to leave the property where these Terms are seriously breached. In such circumstances, no refund will normally be payable. We permit only the Named Booker and members of the stated party at the time of booking to occupy the property and/or grounds for license/insurance restrictions.

COMMERCIAL ACTIVITIES AND CONTENT

No commercial photography, filming, workshops open to non-residents, or events involving external attendees may take place without prior written permission.

CAMPER VANS AND CAMPING

Under no circumstances is camping in camper vans or general camping allowed on site.

ILLNESS

Guests suffering from a contagious illness which may reasonably pose a risk to others may be required to leave the property. We are unable to extend stays for guests suffering from illness. Any guest with a

suspected illness should seek medical help at home. No guest may quarantine at Cwm Connell Coastal Cottages and reimbursement will not be made for dates not taken. All guests have a duty of care to advise us, the owners, when an illness occurs.

EXCESSIVE NOISE AND INAPPROPRIATE BEHAVIOUR

Cwm Connell Coastal Cottages is situated in a peaceful rural setting and You agree during Your stay to keep noise to a reasonable level at all times and to ensure no inappropriate, aggressive, rude, lewd or drunken behaviour that might upset or offend other guests and/or the team at Cwm Connell. We reserve the right to refuse admittance or require guests to leave the property where these Terms are seriously breached. In such circumstances, no refund will normally be payable.

LIABILITY

Cwm Connell Coastal Cottages, its employees and its representatives, shall not be liable to You or Your party for loss or damage to any personal property howsoever arising. You must take all necessary steps to protect and safeguard Your personal property. Nothing in these Terms excludes or limits liability for death or personal injury caused by negligence, fraud, or any liability which cannot legally be excluded. Subject to this, our total liability arising from Your booking shall not exceed the total amount paid for the booking.

GROUP BOOKINGS

A maximum of 3 cottages may be booked by the same party. For larger groups all 7 properties must be booked.

CARE OF THE PROPERTY

You are responsible for the property and are expected to take all reasonable care of its furniture, pictures, fittings and effects, in or on the property. You must leave them in the same state of repair, and in the same clean and tidy condition at the end of the rental period as at the beginning. You must not use the properties for any dangerous, offensive, noxious, noisy, immoral activities or carry on there any act that may be a nuisance or annoyance to the owner or other neighbouring properties. Smoking is not allowed in any of the cottages. Fireworks, Chinese lanterns, dye (including hair dye) and felt pens must not be used in the cottage booked or in the communal areas. We reserve the right to charge for any breakages or damage to the property and You accept full liability for any damages and agree to pay sums due as advised by us on demand. We reserve the right to make additional charges for excessive cleaning where any part of the property is left in an unreasonable condition.

PETS

No pets other than dogs are permitted. We do not accept puppies under six months, unless they are crated. Dogs are not permitted in the bedrooms and You must protect all soft furnishings with throws/covers. Dogs must be fully house trained and kept on a lead at all times when within the shared grounds of the property. Your dog must not be allowed to foul the gardens, interfere with neighboring farm stock or the enjoyment of the holiday of other visitors. Your dog must not be left unattended within the cottage for longer than 2 hours. If left Your dog must be contained within a hallway/porch and not left to roam the cottage. You must advise us, the owners, if You are leaving Your dog unattended and You provide us with the ability to contact You whilst You are absent. You are responsible for any damage done by Your dog to the property, its fixtures, fittings and furnishings. This includes scratches to paintwork which require re-painting and costs £80 per door. We reserve the right to charge for any damage to the property and You accept full liability for any damages and agree to pay sums due as advised by us on demand.

CHILDREN

Children must be supervised by a responsible adult at all times whilst on the property and grounds.

EV CHARGING

Charging electric vehicles from and of our standard domestic sockets or extension leads is strictly prohibited. Unauthorised charging will result in an additional one off charge of £100 per charging.

WI-FI

Wi-Fi is provided free of charge where available, but we do not guarantee uninterrupted availability, speed, or compatibility.

CARS PARKED AT CWM CONNELL

Vehicles and their contents are parked entirely at the vehicle owner's risk.

DATA PROTECTION

Any personal information provided during the booking process will be handled in accordance with our Privacy Policy.

RIGHT OF ENTRY

We shall be allowed the right of entry to the property at all reasonable times for purposes of inspection or to carry out any necessary repairs or maintenance.

COMPLAINTS

Every effort has been made to ensure that You have an enjoyable stay. However, if You have any problem or cause for complaint, it is essential that You advise us immediately to give us the chance to resolve it. We value Your custom and would like You to return.

ENTIRE AGREEMENT

These Terms & Conditions constitute the entire agreement between the parties and supersede any prior discussions or correspondence. If any provision of these Terms is found to be invalid or unenforceable, the remaining provisions shall continue in full force and effect.

LAW

Any dispute shall be subject to the exclusive jurisdiction of the courts of England and Wales.