

Booking Terms and Conditions

1 DEFINITIONS in these Conditions:

- 1.1 'the Agency' means Dovey Cottages Ltd, The Old Bake House, 7 Prospect Place, Aberdyfi, Gwynedd LL35 0EY
- 1.2 'The Owner' means the owner of the Property;
- 1.3 'The Property' means the Owner's property as described in the Brochure.
- 1.4 'You' means the person booking a holiday in accordance with these Conditions;
- 1.5 'the Commencement Date' means the date of the commencement of the Holiday Period as confirmed by the Agency;
- 1.6 'The Departure Date' means the date of the end of the Holiday Period as confirmed by the Agency;
- 1.7 'The Deposit' means one-third of the Holiday Rental;
- 1.8 'The Holiday Period' means the period from 3.00pm (in some properties 4.00pm) on the Commencement Date until 10.00am on the Departure Date unless otherwise stated in the Brochure, Website or agreed by the Agency;
- 1.9 'The Holiday Rental' means the total rental due and payable for the Holiday Period, and exclusive of security deposit and other extras;
- 1.10 'Notice in writing' means notice by post or by email to the Address given to confirm the booking. A notice given in accordance with these Conditions is deemed to be both given and received: if it is posted: on the 2nd (or, when sent by airmail, 5th) business day after the date of posting; if transmitted by email: on the date and at the time shown on the delivery receipt retained by the Sender.

2 THE PARTIES

The Agency act as Booking Agency for the Owners of the Properties shown in the brochure or website. As soon as you book a Property through the Agency you enter into a contract with the Owner of that Property subject to these Conditions (which also explain and regulate the Agency's role). The Agency is not principal.

3 NATURE OF THE AGREEMENT

A licence under these Conditions is granted by the Owner to you for the purpose of a holiday and is not intended to create the relationship of landlord and tenant between the parties. You shall not be entitled to a tenancy, or to an assured short hold or assured tenancy, or to any statutory protection under the Housing Act 1988 or to any other statutory security of tenure now or when the Holiday Period ends.

4 USE

The licence under these Conditions is personal to you. You must not use the Property except for the purpose of a holiday during the Holiday Period, and not for a longer period. If you or any member of your party fails to vacate after the Holiday Period, the Owner shall be entitled, apart from other remedies to charge you a fee proportionate to the Holiday Rental for the continued period of occupation.

5 DISABILITIES

5.1 The Agency recognise their responsibility under the Disability Discrimination Act 1995 not to discriminate against disabled people in any way and to encourage owners to take reasonable steps to improve accessibility to Properties offered for holidays.

5.2 Access Statements are available for some of the properties on the website with detailed accessibility information. Many of the Properties in the brochure and website, particularly older cottages, and/or the location/topography may be unsuitable for people with mobility difficulties and the Agency try to make this clear in the property description. It is your responsibility to state on the Holiday Booking Form the nature of a disability of any member of your party. If the Agency considers that a Property may be unsuitable for a disabled person, they will advise you before the booking is confirmed.

5.3 Subject to the accommodation being suitable, registered assistance dogs will be accepted free of charge in Properties where dogs are allowed.

5.4 Allergies: if you suffer from an allergy of any description you must inform the Agency when booking your holiday. Neither the Owner nor the Agency can guarantee that the Property booked by you will be free from any substance which may cause an allergic reaction and in particular that a dog or cat has not stayed in the Property at some time in the past. Neither the Owner nor the Agency will be liable for any symptoms you or any member of your party may suffer as a result of an allergic reaction.

6 PETS

6.1 No animal, bird or reptile is permitted in the Property except where the Property description allows you to have a dog or cat at the Property and under no circumstances should the number of such pets be exceeded.

6.2 A fee of £20 per dog or cat is payable in respect of each week or part week of occupation.

6.3 No pet is allowed on furniture or in a bedroom (and the Owner reserves the right to introduce additional local restrictions at their Property)

6.4 Pets must not be left alone at the Property at any time.

6.5 You are responsible for removing as much pet hair as possible from the Property on the Departure Date. Additional cleaning charges required to remove excess pet hairs will be charged to you.

6.6 You must be aware that even though a Property does not accept pets, it cannot be guaranteed that the Property has not had animals there in the past.

7 RIGHT TO OCCUPY

The Owner permits you and your party (but no more than the number of people stated in the Brochure and website) to occupy the Property for the Holiday Period for the Holiday Rental, payment of which is required in advance, together with use of the furnishings, kitchen equipment, crockery, glasses, etc. Bed linen and towels are supplied in many Properties, but you are advised to check the Property details when booking. The use of a Property for the purposes of a hen/stag party is not permitted unless otherwise agreed by the Owner or Agency.

8 PAYMENT & CONFIRMATION

A deposit payment for all properties is required at the time of booking, once a booking request has been confirmed by the Company. If the booking is made within 8 weeks of the date of arrival then full payment is required immediately. Balance payments will be processed automatically to the same debit or credit card used for deposit payment unless we hear from you to the contrary. The Company will not accept responsibility for cash sent through the post. Payment can be made by Debit Card or by Visa/MasterCard subject to a card processing fee. Booking confirmation together with arrival instructions for the property will be sent by email or if requested, by post. Where an initial deposit is paid, the balance must be paid within 8 weeks of the commencement date of the booking, whether demanded by us or not. If this is not paid within 7 days of it being

due, then we reserve the right to cancel the booking without any refund. Where the Company has not received the balance by the due date, an overdue reminder letter may be issued to the Occupier and a charge of £20 will be added to the balance due. Provisional bookings may be taken upon application and will only be held for up to 48 hours pending receipt of a cleared deposit or full payment as may be required. Bookings will not be guaranteed until we have received your full payment as required and have sent you our formal booking confirmation in writing.

9 PROPERTY DESCRIPTION

Although the Agency makes every effort to ensure that advertised descriptions are correct, it does not own any of the properties and therefore cannot control or prevent changes. Although changes to properties advertised are infrequent, the Company reserves the right to change the description of any property at any time, in which case we will endeavour to notify you of all changes before commencement of the booking date, if it is practical to do so. No compensation will be payable by the Company in such cases. Accordingly, the Company shall bear no liability for any errors or omissions and no claims will be accepted for costs or additional expenses incurred as a result of any changes.

10 YOUR OBLIGATIONS

10.1 You must:

10.1.1 allow the Owner or the Agency by its authorised representatives to enter the Property to inspect the state of it and to carry out necessary works of maintenance or repair, at all reasonable times upon 24 hours' prior notice in writing, or in the event of emergency at any time without notice, causing as little inconvenience to you as reasonably practicable and making good any damage caused to the Property and your property;

10.1.2 keep the Property and the furnishings, kitchen equipment, crockery, glasses, bedding and towels clean and in good condition and be responsible for repairing any damage caused by you during the Holiday Period;

10.1.3 Not cause any damage to the walls, doors or windows of the Property;

10.1.4 Not do anything that may reasonably be considered to cause a nuisance or annoyance to the Owner or to any other occupier of adjoining or neighbouring premises;

10.1.5 Not do or permit any act that would make any insurance policy on the Property void or voidable or increase the premium; and,

10.1.6 comply with any rules or regulations applicable to the Property booked, full details of which will be made available to you and any other regulations reasonably made from time to time after prior consultation with you and notified to you from time to time during the Holiday Period and ensure that they are observed by all members of your family or party.

10.2 The Owner reserves the right to repossess the Property if damage has been caused by you or a member of your party.

10.3 Breakages & Cleanliness. As well as the above a property is made available for letting on the understanding that the property will be left clean and tidy, in the same state of cleanliness and general order in which it was found, at the time of checkout and all personal waste must be removed from the property. It is generally our policy to take any security deposits although on certain properties this is not the requirement of the Owner. Whether a security deposit is taken or not, the customer will be held responsible for any damage or breakages to the property, caused by the customer and in the event of such occurrence, the incident must be reported to the Owner or their representative immediately and appropriate compensation made (and any items shall be replaced at equal value). Any losses or monies owed to the Owner will be taken from a security deposit. If no security deposit is taken (or the security deposit amount is insufficient),

the Owner shall be entitled to make an additional charge to the Occupier. An additional charge may also be made if extra cleaning is made necessary as a result of the property being left in a dirty condition upon the Occupier's departure. Customers are not permitted to move any furniture or equipment without prior written consent from ourselves or the Owner. In the event of such permission being granted, it is the customer's responsibility to return the same to its original position before checkout. Under no circumstances must any furniture or equipment for use inside the property, be moved outside. Where a security deposit is held on behalf of the property owner, this will normally be pre-authorized to a debit or credit card and this pre-authorization will be released once the Owner or their representative has made a full inspection of the property. Where any damage or breakage has occurred and been left unreported, this will be informed to the customer and the security deposit or part of the security deposit will be used as payment or part payment of any appropriate compensation made.

11 SECURITY DEPOSITS

Where indicated on the Property Details, a security deposit is payable at the same time and in addition to the payment of the Holiday Rental. The security deposit will be held by the Agency to cover any losses, damage and/or additional cleaning charges if the Property is left in an unsatisfactory condition. This security deposit will be refunded within 28 days of departure subject to deductions necessary by reason of your or any member of your party's breach of your obligations in clause 10 above.

12 RENTS

All rentals shown on the Agency website are per week unless otherwise stated. The Agency reserves the right to adjust prices quoted, on supplements or on details to Properties due to errors or omissions.

13 SHORT-BREAKS

When and where offered short-breaks constitute a minimum of any three consecutive nights and/or a charge equivalent to 65% of the advertised weekly rental, 4 nights = 75%, 5 nights = 85% and 6 nights are charged at 95% weekly rental. N.B. Not all Properties advertised are available for short-breaks and/or will offer discounts from the weekly rental.

14 CANCELLATIONS

Cancellation Insurance is not compulsory, but the Agency strongly recommends such insurance is taken to cover and protect against the cancellation of the holiday and possible penalty. In no circumstances is it possible to refund holidays.

Cancellation by the Occupier You or any member of your party may cancel your booking at any time, however no refund will be made for any monies paid unless we can re-book the period of the cancelled holiday at the same price, **less booking fee**. If we can re-book the period of the cancelled holiday, but at a lower price, we will refund this proportion if appropriate to you. In certain cases any loss, if incurred involuntarily, may be covered by insurance that you may have taken out. Travel Insurance is strongly recommended.

Cancellation by the Owner If deemed necessary the Company reserves the right to withdraw or cancel the property booking. In this unlikely event you will be offered the choice of renting another property through the Company (subject to availability) with the price difference payable/refundable as appropriate, or of receiving a full refund of all monies paid to the property Owner. No compensation is payable by the Company.

15 EQUIPMENT FAILURES

Every effort is made to ensure all items of equipment described and supplied by Owners are in good working order, however no guarantee is given or liability accepted if breakdowns occur before or during a holiday. Whilst the Agency and/or Owner will endeavour to organise repairs or replacements as quickly as possible, delays inevitably do occur, particularly during the main season.

16 LOST PROPERTY

The personal belongings of the Tenant are the complete responsibility of the Tenant and no liability can be accepted for any loss or damage. Any articles left by the Tenant can be forwarded on receipt of a minimum handling fee of £10.00.

17 COMPLAINTS

17.1 If you have complaint in respect of a Property you must immediately report it to the Owner or their representative. If the Owner or their representative cannot resolve the problem you may contact the Agency by telephoning 01654767111 to allow the Agency sufficient time to investigate and/or take the necessary remedial action. No compensation will be offered if you deny the Agency or Owner the opportunity to rectify matters during the Holiday Period.

17.2 Neither the Owner nor the Agency accepts responsibility for work taking place outside the boundary of a Property, nor for noise or nuisance resulting from third party activity over which the Owner or the Agency has no control or prior knowledge. The Agency strongly recommends that anyone with such concerns avoid town/village centre Properties, as noise disturbance is more likely in such locations.

17.3 Old Properties - Please be aware that old properties can be creaky, have uneven walls and floors, steep stairs and often steps into rooms. Older properties can have insects and spiders which will weave a web extremely quickly, although the property has just been serviced you may find cobwebs, during the summer you may also find beetles and ants. Many of the stone cottages were built before modern damp courses and in our local climate you may find damp patches after wet spells.

18 PROPERTY UNAVAILABLE BEFORE HOLIDAY PERIOD

Force Majeure, the Owner and the Company shall not be liable or accountable for any unforeseen circumstances such as severe weather conditions, local or national strikes, fire, floods, acts of government or of any other authorities. In the event that a Property becomes unavailable for reasons beyond the control of the Agency (e.g. fire, flood, sale etc) the Agency will make every effort to find a suitable alternative Property for the Holiday Period, but otherwise the Holiday Rental and any and other sums paid by you will be refunded. You will have no other claim against the Owner or the Agency.

19 EARLY TERMINATIONS

Your contract may be determined before the end of the Holiday Period by the Agency giving you notice only in the event of you being in material breach of the terms of these Conditions or by reason of fire or some other catastrophic event of the type covered in a comprehensive insurance policy. In the case of determination otherwise than by reason of your default the Agency shall return to you the appropriate proportion of the Holiday Rental attributable to the then unexpired remainder of the Holiday Period.

20 LIABILITY

20.1 Neither the Owner nor the Agency shall be liable for any death or personal injury unless this results from an act neglect or breach of statutory duty by the Owner or the Agency or any of their employees (providing they were at the time acting in the course of their employment).

20.2 You must take all necessary steps to safeguard your personal property. No liability is accepted by the Owner or the Agency in respect of damage to, or loss of, such personal property except where the damage or loss is caused by any act neglect or breach of statutory duty by the Owner or the Agency or that of any of their employees (providing they were at the time acting in the course of their employment). As the Agency acts only as agent for the Owner, the Agency cannot accept any liability for any act neglect or breach of statutory duty by the Owner or anyone representing, or employed by, the Owner.

20.3 Limitation Of Liability. Except in respect of death or personal injury, if the Owner or the Agency is found liable to you on any basis, the maximum amount the Owner or the Agency will have to pay you is the amount of the Holiday Rental. Neither the Owner nor the Agency shall be liable to you by reason of any representation (unless fraudulent), or any implied warranty, condition or other term, or any duty at common law, or under the express terms of contract, for any loss of profit or any indirect, special or consequential loss, damage, costs, expenses or other claims (whether caused by the negligence of the Owner or the Agency, their servants or agents or otherwise) which arise out of or in connection with these Conditions.

20.4 Every effort is made to ensure all items of equipment described and supplied by Owners are in good working order; however no guarantee is given or liability accepted if breakdowns occur before or during a holiday. Whilst the Agency and/or Owner will endeavour to organise repairs or replacements as quickly as possible, delays inevitably do occur, particularly during the main season.

20.5 Nothing in these Conditions affects any liability for death or personal injury caused by the Owner's or the Agency's negligence or for fraudulent misrepresentation, or your statutory rights as a consumer

21 DATA PROTECTION

21.1 The Agency and the Owner will only use any personal information provided by you for the purpose of making available and managing the Property, or for informing you of the availability of similar services, unless you otherwise agree.

21.2 You can correct any information or ask for information about you to be deleted, by giving written notice to the Agency, at the address, fax number or email address shown in the brochure or on the Agency's website.

22.3 We will ensure that this information or data is properly collected, recorded and used in accordance with the Data Protection Act 1998.

22 APPLICABLE LAW AND JURISDICTION

These Conditions shall be governed by and construed in accordance with UK Law and the parties submit to the exclusive jurisdiction of the UK courts.

23 CLAUSE HEADINGS

Clause Headings are inserted for convenience and are to be ignored for the purposes of construction.

24 CONDITIONS

These conditions supersede all those issued before.

The Guestscan Association

We are members of The Guestscan Association, an unincorporated association of holiday accommodation owners whose address is 46-48 Queen Square, Bristol, BS1 4LY and who maintain a database of information about guests who have, in the reasonable opinion of members, caused the member to suffer loss or damage. The Guestscan Association is registered under the Data Protection Act 1998 and have given appropriate notifications to the Information Commissioner. By booking with us you authorise use to share the information you provide in relation to your booking (including your name, address and date of birth and those of every other person in your party) and to report the circumstances surrounding any loss or damage you cause during your stay with other members of the Guestscan Association and Guestscan Limited, who may add your details to the Guestscan Association database. This may result in our members refusing to accept bookings from you in the future. The Guestscan Association and Guestscan Limited may also use your information to analyse and improve the effectiveness of the Guestscan service. We will also use your information for our own internal record keeping. The Guestscan Association and Guestscan Limited will not share your information with any other party for advertising or marketing purposes and will keep your information confidential except where disclosure is required or permitted by law (for example to government bodies and law enforcement agencies). Our Data Protection Policy is available at <http://www.guestscan.co.uk/privacy-policy.html>. The Guestscan Association will not hold your information for any longer than is necessary to protect the interests of members and the length of time will depend on the severity of the report that is made about any loss, damage or unacceptable behaviour during your stay. In any event, your information will be destroyed automatically or before the fourth anniversary of the date that the report is made. You may request copies of the information that we hold about you at any time by writing to Guestscan Limited at 46-48 Queen Square, Bristol, BS1 4LY. We may make a small charge which will not exceed £10. If you think that the information we have about you or records of your stay are incorrect or misleading, you should contact Guestscan Limited as soon as possible at the above address so that we can take steps to correct our records where necessary.

For more information call 08444 935 088

Or email: info@guestscan.co.uk