

**Contract - Terms and Conditions for Rentals at Waterwynch House**

1. DEFINITIONS

The Client is the person who has made arrangements with Waterwynch Trading Limited (WTL) as the principal contact or party leader and is the first-named person on the Booking Form.

The Property is as named: Waterwynch House, Narberth Road, Tenby, Pembrokeshire SA70 8TJ

2. MAKING A RESERVATION

When the Client submits a booking via WTL online reservation system the Client will receive an automatically generated booking summary by email to the email address provided in the Booking Form. This does not form a contract. A contract shall only arise when the Client booking is subsequently confirmed in writing via a letter of confirmation sent to the Client by post or email.

At the point of making a provisional booking, the Client shall receive a copy of the Terms and Conditions. This provisional booking will be held for 3 working days after which WTL would need to receive either the deposit of 30% of the rental amount or the full rental payment (should the booking be made less than eight weeks prior to the rental). WTL will require a returnable cautionary deposit of a minimum of £1000 which is due at the same time as payment of the balance. WTL also charges a £10 administration fee.

3. CONFIRMING A BOOKING

To confirm a booking the Client must have read the Terms and Conditions of the rental. The Client is deemed to have accepted the Terms and Conditions on behalf of all the members of their party which binds them jointly and severally to the terms therein. Once WTL has received payment as above the booking is deemed confirmed.

4. PAYMENT OF BALANCE

Payment of the balance of the accommodation cost is due in cleared funds a minimum of 8 weeks prior to the arrival date. It is the Client’s responsibility to ensure that payment is received by the due date. Non-payment of the balance will be deemed as a cancellation and a cancellation fee of 30% of the unpaid amount shall be due and owing to WTL. WTL either accepts payment by online transfer or credit card.

5. PAYMENT OF CAUTIONARY DEPOSIT

A Cautionary Deposit of a minimum of £1000 is required to cover costs resulting from the action or inaction of the Client or a member of their party such as (but not limited to): the property being left in an unreasonable or unsecured state, loss or non-return of keys, neglect or damage to the property, damage or loss of contents and/or any extra or excessive cleaning required.

6. REFUND OF THE CAUTIONARY DEPOSIT

The Cautionary Deposit will be refunded within 14 days of the Client’s departure from the property less any costs incurred. In the event of damages attributed to the Client or a member of their party during their stay WTL shall notify this to the Client as quickly as reasonably possible together with any evidence provided by WTL. The cost of any remedial action shall be deducted from the Cautionary Deposit and the balance refunded to the Client. In the event that rectification for losses or damage caused by the Client or a member of their party exceeds the Cautionary Deposit held, WTL shall notify the Client of any additional cost over and above the Cautionary Deposit and for this reason adequate personal liability insurance is strongly recommended. The Client is responsible for providing WTL with their correct bank account details.

7. VAT

WTL is registered for VAT and therefore VAT is included within the rental sum.

8. BOOKING AMENDMENTS

By agreeing to the Terms and Conditions the Client warrants they will not sell or transfer the booking to another party. The property should not be used for commercial purposes by the Client without prior permission from WTL.

9. USE OF PROPERTY

The Property will be used for personal and domestic purposes only. The property shall not be used for any commercial purposes without WTLs’ written consent. WTL reserves the right to refuse entry to the entire party if these conditions are not observed. Occasionally WTL may offer a Client a reduced rate for a smaller party and this is dependent on a limited number of bedrooms and bathrooms being made available for the duration of the stay. Should a Client paying a reduced rate use extra bedrooms then the Client agrees that the full cost of the accommodation may become due and this additional cost will be deducted from the Cautionary Deposit. If the additional cost is greater than the Cautionary Deposit, the Client authorises WTL to debit any card details held for the Client with the appropriate charge.

10. BOOKING CANCELLATION POLICY

A booking can only be cancelled prior to the accommodation start date and, once cancelled, cannot be reinstated. A new booking will need to be made. The Client must inform WTL in writing of the wish to cancel the booking and where cancellation notice is received after the deposit has been paid and not less than eight weeks prior to the booking start date, then the deposit is forfeited. Where cancellation notice is received after the balance is either due and/or has been paid and is less than eight weeks prior to the booking start date the Client shall be liable for the full cost of the booking. However if WTL is able to re-let at short notice for part or full term of the booking period, WTL will refund the Client the amount received for the re-letting, up to the value of the amount the Client paid, less the deposit, and the full rental amount of any period not re-let.

11. BOOKING CANCELLATION BY WTL

It is extremely unlikely that WTL cancels a confirmed booking. If, however, for reasons beyond the reasonable control of WTL, the property is no longer available, WTL reserves the right to cancel a booking. In this event WTL will inform the Client as soon as possible. Provided that the cancellation does not arise from reasons of Force Majeure all monies paid by the Client will be refunded.

12. ARRIVAL AND DEPARTURE TIMES

The rental starts from 16.30 on the day of arrival. Under no circumstances are clients allowed access to the house or grounds before this time, unless agreed beforehand. The stay will terminate on the date of departure at 10.00. The premises must be clean, tidy and vacated by this time. Changes to these times can be requested prior to arrival but are subject to confirmation from WTL and may incur a charge.

13. PARTY SIZE AND MEMBERS

The limit on the maximum number in the Clients party that can be at the property is 28. The number at the property must not exceed this limit except with prior written agreement from WTL. Admittance to the property may be refused or the Client may be asked to vacate the property immediately if this condition is not observed. Party members are those detailed on the Booking Requirements Form completed by the Client. If the Client alters the party without prior agreement from WTL or if additional members are given unauthorised access to the property, then any additional costs incurred will be deducted from the Cautionary Deposit. The Property has external CCTV cameras, if footage shows that more clients have entered the property than the maximum number allowed a charge may be deducted from the Cautionary Deposit. WTL reserves the right to refuse admission to the property or to ask the Client to vacate the property with immediate effect if the Client fails to adhere to this condition.

14. ADDITIONAL REQUIREMENTS

A Client requesting additional services such as extra cleaning or catering is required to arrange these as far in advance as possible of the arrival date. All additional requirements are subject to availability and are not guaranteed.

15. CARE OF THE PROPERTY

The Client is legally obliged to take all reasonable and proper care of the property including buildings, gardens, fixtures, fittings, furniture, pictures and other effects in or around the property and shall leave them in the same state of repair, location and condition at the end of the rental period as found at the beginning.

The Client may erect a marquee, if this has been agreed with WTL, and the installation of a marquee will require the Client to pay an additional fee. The marquee must be erected, dismantled and removed from the property during their booking. The marquee must be removed no later than the day prior to the end of the Clients’ visit. Under no circumstances can the installation encroach into the following week, if so additional charges will apply and the cautionary deposit will be lost. The Client also must not erect any form of temporary structure within the grounds of the property.

In the event of any damage to property or equipment during the stay, the Client is required to notify WTL.

The Client shall leave the property in a clean and tidy condition which includes all washing up and placing all rubbish in the appropriate outdoor waste and recycling bins. The Council will refuse to empty bins if recycled materials have not been placed in the correct bins. If caretakers are forced to separate recycling, then a deduction from the Cautionary deposit will be made of the time costs of sorting the rubbish and taking it to the tip.

It is not acceptable to move furniture within the property. If items of furniture, such as beds, tables, sofas are found to have been moved and not put back in their rightful place a charge may be made against the Cautionary Deposit for the cost of rectifying the position.

Damage to Linen and Towels will be deducted from the Cautionary Deposit, this includes stains caused by fake tan, make-up, blood or any other substance that cannot be removed by regular washing.

The sewage system at Waterwynch is only effective if used properly. Party members must not flush anything other than toilet paper down any w.c in the house. Nappies, Sanitary products, condoms, facial wipes, baby wipes etc will cause a blockage to the sewage system and this will result in a deduction for the cost of rectification being taken from the Cautionary Deposit.

Clients will not decorate walls or woodwork with banners, balloons or pictures, any marks caused by drawing pins, sellotape or blu tac or any other product such as fake tan that require retouching by re-painting or partial re-painting will be deducted from the Cautionary Deposit. The use of Chinese lanterns in Wales is illegal and are therefore not allowed at the property. Fireworks require the advanced written consent of WTL and in any event will only be authorised if provided by a professional firework company. The Client agrees to respect their surroundings and not to disturb or otherwise annoy the occupants of neighbouring properties. The Client also agrees to adhere to any specific noise restrictions in place at the property i.e. that all external noise will cease at 11pm and any noise within the property should not disturb the neighbours. WTL reserves the right to enter the property to investigate concerns relating to the care of the property or to disturbances. WTL is within their rights to request that the Client and all party members vacate the property with immediate effect if it is found to be in a neglected or damaged condition. Failure of the Client to exercise reasonable care may result in deductions being made from the Cautionary Deposit.

16. PERSONAL BELONGINGS

WTL cannot accept any responsibility or liability for loss of or damage to any of the Client’s personal items, belongings or vehicles, however caused. If WTL is required to enter the property during a stay (e.g. to make urgent repairs or cleaning) the Client is advised to ensure that a member of their party is present; if this is not possible, the Client has the right to decline services at their discretion but no refunds shall be given for services not used. It is the Client's responsibility to ensure all their belongings are removed from the accommodation at departure. WTL accepts no liability in respect of any items left behind. All lost property items found by the housekeeper will be kept for a maximum of 12 weeks awaiting collection. For all lost property items returned by post the Client will be charged a £15 handling fee and the full cost of postage and packaging will be charged for each item returned on request to the Client using a postal or courier system.

17. LINEN

All beds booked will be made up with clean bed linen, and towels for each client will be supplied. Should the Client make a separate arrangement with WTL for additional persons to be allowed to stay in the property, over and above the normal maximum, the Client and WTL together shall make an agreement over bedding supply. Sun cream, fake tan, waterproof make-up, glitter and hair dye can cause permanent damage to bedding, linen and towels. WTL asks that the Client take care when/if using these products. WTL recommends that the Client and their party members planning to use such products during their stay bring their own spare linen to prevent damage to items within the property. If damage/staining does occur and the items cannot be cleaned, a charge may be levied from the Cautionary Deposit to replace these items.

18. SMOKING

Please note that with the exception of the Billiard Room and the Bar, Waterwynch House is a non-smoking property. Clients failing to adhere to this condition may forfeit the Cautionary Deposit. Smoking may take place outdoors but cigarette ends must be thoroughly extinguished and discarded in the waste bins.

19. PETS

Subject to notification and payment being provided at the time of booking, dogs are welcome at Waterwynch. Dogs are to be kept under control at all times. The Client is responsible for any damage caused by pets whether inside or outside the property. If extra cleaning is required as a result of a Client and their party members having pets, including clearing pet faeces from the grounds, this may be deducted from the Cautionary Deposit. WTL reserves the right to refuse admission to the property or to ask the Client to vacate the property with immediate effect if the Client is found to have brought a pet to a property without the express written agreement of WTL. Pets are not permitted into bedrooms or on the furniture at any time. WTL cannot accept responsibility for pet safety. Clients are not to leave pets unsupervised at the property at any time. Clients shall dispose of all pet faeces in a clean and sanitary manner.

20. AUTHORITY TO SIGN

The person who completes the Booking Form certifies that they:

* Are authorised to agree the booking conditions on behalf of all persons included on the Booking Form including those substituted or added at a later date, and bind them jointly and severally to these terms.
* Are over 18 years of age and agree to take responsibility for the party members occupying the property.

21. INSURANCE REQUIREMENTS

Although not mandatory, WTL strongly advises the purchase of holiday insurance, which at least includes holiday cancellation cover for the value of their booking, for their own peace of mind. WTL shall not be liable for circumstances that may prevent you accessing the property (see Force Majeure). Clients are legally responsible for any damage caused by them during their stay at the property so it is strongly recommended that any insurance cover include losses due to personal liability claims.

22. PROPERTY STANDARDS

It is recognised by the Client that the property is a family home and it is agreed that the Client will take all due care of WTLs’ belongings and respect any areas which WTL has requested are not used by the Client and their party.

23. PROPERTY MAINTENANCE ISSUES AND COMPLAINTS

The Client must report any pre-existing damage noticed upon arrival within 24 hours via email to waterwynchenquiries@gmail.com. If any non-urgent issuesarise during the stay the Client must contact WTL on the above email as soon as reasonably practical for the issue to be investigated and, if required, to take any remedial action. If an issue is not reported and WTL is denied an opportunity to investigate or rectify a problem during the holiday, then the Client will have waived all rights in the matter. If the problem is urgent (the client or property are at risk) then please refer to WTL Emergency Contact List, this will have been shown at the start of the Client’s stay. However, please note that if a call out is made in a non-urgent situation a charge of £49 will be made for this service.

24. PRIVACY POLICY

The Client agrees not to exploit for commercial purposes any photographic or moving images of the property, under any circumstances.

25. LIABILITY

WTL shall not be liable for any accident, damage, loss, injury, expense or inconvenience, whether to person or property, which the Client or any other person may suffer or incur arising out of, or in any way connected with, the rental accommodation unless WTL has been negligent. In addition, WTL accepts no liability for loss or damage to a Client’s possessions on WTL’s property or land. Nothing in these conditions excludes or limits the liability of WTL for death or personal injury caused by WTL negligence; or for any matter in which it would be illegal for WTL to exclude or attempt to exclude their liability.

No term of the Contract is enforceable under the Contracts (Rights of The Third Parties) Act 1999 by a person who is not a party to the Contract. If the Property becomes unavailable or unusable for some reason prior to the date of a booking, then WTLs’ obligation will be to (1) use its best endeavour to find a suitable alternative property, or failing which (2) to reimburse you for any monies paid.

26. FORCE MAJEURE

WTL cannot accept any liability or pay any compensation where the performance of their contractual obligations is prevented or affected by circumstances amounting to force majeure. Force majeure is any event which WTL could not, even with all due care and attention, avoid. Such events may include war or threat of war, civil strife, natural or nuclear disaster, industrial dispute, terrorist activity, fire, adverse weather conditions, unforeseen local building or road works, unplanned suspension of local services such as power, water and internet supply, unavoidable technical problems with transport and all similar circumstances beyond its control.

27. PRICING

WTL reserves the right to change the advertised prices at any time without prior notification. WTL will confirm the price of the Client’s holiday at the point of booking and the price agreed for the Property (excluding any extras), as specified on the booking form will remain firm and will not be changed under any circumstances.

28. SAFETY

The Client must accept responsibility for their own, their guests, their children, and their dogs safety at all times whilst staying at Waterwynch House and its grounds. Children should not be allowed to roam unsupervised around the grounds or beach or be left unattended at any time.

29. RIGHT OF ENTRY

WTL will be allowed the right of entry to the accommodation at all reasonable times for housekeeping and to inspect and undertake any necessary repairs or maintenance.

30. WTL WEBSITE

Reasonable care has been taken to ensure that the content of the WTL website (and/or other means of promotion or advertising) is correct but it is subject to amendment at any time without notice. All content on the WTL website (and/or other means of promotion or advertising) is published in good faith. WTL websites may link to other websites and WTL is not responsible for the data policies, content or security of these linked websites. There may be small differences between the actual accommodation and its description as we are always seeking to improve services and facilities. Occasionally, problems may mean that some facilities or services become unavailable, and if this is the case WTL will tell the Client as soon as reasonably practicable after WTL has been made aware of the situation. Similarly WTL cannot accept responsibility for any changes or closures to local area amenities or attractions mentioned on the website or advertised elsewhere.

31. BREAKAGES or DAMAGE

In the event of breakages, damage or the need for additional cleaning the Client shall reimburse WTL for replacement, repair or extra cleaning costs incurred. These costs will be deducted from the Cautionary Deposit, but are not limited to that amount. The Client will be invoiced for any costs above the amount of the Cautionary Deposit.

32. FACILITIES & SERVICES

WTL will make every effort to ensure that clients enjoy a peaceful stay, however WTL cannot guarantee or be held responsible for any failure or interruption of services including electricity, water, telephone, TV, broadband, internet and other communications. This includes disruption or noise caused as a result of repair works being carried out in the immediate vicinity. Where WTL is made aware of such failure or interruption, WTL will endeavour to rectify such services within a reasonable period of time.

While WTL will make every effort to ensure the service is available at all times, WTL is unable to guarantee any internet or broadband connection, also where a fault is deemed to be associated with the Client’s hardware or software no support will be available. WTL is not responsible for loss or damage to Clients’ computers or software while at the house or while connected to a network service at the house. Clients must not use the broadband connection at the property for illegal or immoral purposes and WTL reserves the right to pass on any records to the authorities if required. Clients are requested not to disclose any passwords used at the house for access to the Internet to any person not in the clients party.

33. THIRD PARTY CONTRACTORS

At times the Client may use the services of a number of suppliers and WTL can accept no liability for any goods or services provided by these suppliers. The Client should check that they agree to the suppliers' own terms and conditions before trading with them.

34. RESIDENCE STATUS

The house is to be used as holiday accommodation for the Client and the party members. It is not for use as the principal, additional home or residence of clients. The Client and the party members will not be entitled to a tenancy or an assured short hold or assured tenancy. No relationship of landlord and tenant is created and no statutory security of tenure exists now or when the period of occupation ends. If any member of the Client’s party fails to vacate at the end of the period the Client will be charged the appropriate accommodation charges for the continued period of occupation and this will be deducted from the Cautionary Deposit. No persons other than the Client and their party members have the right to use the property. These conditions constitute an excluded agreement under S(3A)(7)(a)of the Protection from Eviction Act 1977 (as amended) and cannot be construed as an assured tenancy under the Housing Act 1988 (as amended).

35. BREACH OF CONTRACT

If any of the above conditions are breached by the Client or any member of their party, WTL reserves the right to enter the property and request that the party leave the property with immediate effect.

36. GOVERNING LAW

This agreement is governed by English law with English Courts having exclusive jurisdiction.

**Addendum to cover Covid-19**

During calendar 2020 WTL has taken the decision to follow Government guidelines in managing the impact of Covid-19 on the ability of the house to receive guests. Any bookings that fall within any official Government declared lockdown period will be offered an alternative date or the choice of a refund of their deposit and also their balance if paid. This refund would be less any commission if the booking is via an Agency. The alternative dates offered will be to the same value as the dates booked.

Should the pandemic continue into 2021 WTL will continue to apply the policy regarding bookings as was applied in 2020.