

Terms and Conditions

Adrian and Kate Barwell (herein after referred to as **we, our**, or the “**Owners**”) offer short term rental of apartment 11 Tywod Arian, Lon Golff, Morfa Nefyn (the “**Property**”) to the person named as the lead person on the booking form (herein after referred to as **you, your** or as the “**Guest**”).

1. Making a booking:

A booking can be made by e-mail or direct through our website. Our terms and conditions are available at www.northwalescoastalretreat.co.uk (our “**website**”).

A contract between you and the Owners will come into existence when we receive your 25% non-refundable deposit and confirm your booking. By submitting a booking request it is deemed that you have read and agree to the terms and conditions on our website.

Bookings made less than 8 weeks before your arrival date must be accompanied by the full amount of the holiday charge and a £100 refundable damage deposit (if requested).

Please note everyone occupying the Property (staying overnight) must be listed on the booking form, including children.

The maximum holiday period for any booking is 28 consecutive days, subject to availability.

2. Booking Changes:

If you need to change your booking after receiving confirmation you must email adrianbarwell@icloud.com as soon as possible and we will try to meet your requirements wherever possible. If you add people to your booking, they are added on the understanding that they have accepted these terms and conditions. The Owners reserve the right to charge cancellation fees if the number of nights booked is reduced or dates are changed. We will issue a revised booking email to confirm your changes.

3. Cancellations:

Please note the reservation deposit is non-refundable.

Providing the Owners receive e-mail notification of cancellation not less than 8 weeks prior to the arrival date, the Guest will forfeit the deposit but will not be liable to pay the balance. It is the responsibility of the Guest to ensure the cancellation email reaches the Owners.

If the cancellation is less than 8 weeks prior to the arrival date the full balance remains payable.

The Owners reserve the right to cancel any bookings providing e-mail notification is given and any balance paid is refunded unless the reason for cancellation is failure to pay the final balance.

4. Rental Rates:

The Guest will be responsible for the total rental price of the Property. The current rental rates for the Property are set out on our website. The Owners reserve the right, at any time before a booking is confirmed to amend the rental rates applicable to the Property. Once the booking has been confirmed, the cost of the rental will be fixed subject only to change in the rental cost, in the sole discretion of the Owners where a clear error has been made.

5. Payment:

Payment of the remaining balance of the agreed rental cost (total price less the non-refundable deposit) plus the security deposit (if requested) must be paid 8 weeks prior to arrival. Where bookings are made within 8 weeks of arrival, full payment must be made at the time of booking.

If the full balance of the rental cost is not paid in cleared funds, we reserve the right to apply a late payment charge of £10 per day, and if any balance is overdue by more than two weeks then we reserve the right to cancel your booking and cancellation penalties will apply.

6. Party Size:

The maximum capacity the Property accommodates is 5 people. Persons under 18 years of age must be accompanied by parents or responsible adults. Permission must be obtained in writing from the Owners if persons not listed at the time of booking are to visit the property and use the facilities – At no time can these guests stay overnight at the Property. The Owners reserve the right to refuse admittance if these conditions are not met. Failure to comply will render the booking void, with a requirement to vacate the property immediately, no compensation will be paid, and the security deposit will be forfeited. The Property cannot be shared or sub-let without the express consent of the Owners and only the persons shown on the booking form are permitted to stay in the Property.

7. Fire safety:

For the safety and comfort of our guests smoking is not permitted inside the Property at any time. Non-compliance will result in a forfeit of the security deposit and guests could be asked to leave without refund.

The use of candles in the property is not permitted.

8. Insurance:

We strongly advise that you take out comprehensive travel insurance. If you choose not to, then you accept responsibility for any loss that you may incur due to your cancellation.

9. Parking:

On site parking is strictly limited to one car per apartment.

10. Check-in and Check-out:

Check-in to the Property is from 5:00 pm on the day of arrival and check-out is before 10:00 am on the departure date.

11. Returnable Security/Damage Deposit:

Please treat the facilities and accommodation with due care so that other guests may continue to enjoy them. If you notice damage in the property, please let us know immediately so that we can take appropriate action. If there have been any breakages during your stay, we would be grateful if you could advise us before you leave. The Property will be inspected at the end of the holiday and you may be charged for any loss or damage found.

The security deposit will be fully refundable within 1 week of your departure from the Property, providing there are no claims against it. Claims include but are not limited to: – additional costs caused by guest misuse of equipment, damage of any kind, excessive cleaning costs or excessive use of electricity / gas / water. The Guest will be held responsible for all additional costs, which exceed the security deposit, and any additional sums must be paid within 14 days of your receipt of an invoice setting out these additional items.

12. Owners Access:

The Owners shall be allowed access at any reasonable times during your stay, and wherever possible will provide reasonable advance notice.

13. Responsibilities:

All persons forming the party of the Guest whether or not they are stated on the booking form are

responsible for the care of the Property and are expected to take reasonable care of it, turning off all unused items, and closing of property windows and external doors. Failure to comply could result in the named persons (jointly and/or severally) being held responsible for the cost of losses and damage incurred in the event of a burglary whilst the property is unoccupied. At the end of the rental period, all utensils, furnishings, walls and fittings must be left clean and tidy.

Children must be supervised by responsible adults at all times when using the balcony, or using the communal facilities including the gym area, sauna and steam room.

The Guest is responsible for leaving the property in good order and in a reasonably clean condition.

14. Code of Conduct:

The Property is located in the Tywod Arian complex which comprises residential and holiday accommodation. We ask that nothing interferes with the enjoyment of other holiday makers or residents. Please do not do anything that is likely to inconvenience your neighbours especially during the hours of 10:30pm and 7:30am.

In the event that any member of your party behaves in a way that is likely to cause distress, danger or annoyance to any other holidaymakers or residents the Owners reserve the right to terminate your contract immediately and forthwith with a requirement to vacate the property immediately. The Owners will not be liable for any costs you will incur, nor shall we pay any compensation, nor make any refunds due to this action

15. Limitation of Liability:

Nothing in this clause or these terms will limit the Owners liability for death or personal injury caused by the gross negligence of the Owners.

Subject to the preceding sentence, the Owners accept no liability whatsoever for death, personal injury, accidents, loss or damage, to persons or personal belongings howsoever else caused. The use of the Property, its amenities including the shared facilities at the Tywod Arian site are at the Guests own risk.

The Owners cannot accept liability for the sudden failure of equipment at the Property but will take immediate and reasonable action to rectify any such failure upon notification by the Guest.

16. Force Majeure:

The Owners accept no liability whatsoever and no compensation or any other payment will be made if any cancellation or change to the terms of your booking becomes necessary due to war or threat of war, riots, civil commotion, terrorist activities, industrial disputes, natural and nuclear disasters, epidemic or pandemic, national emergency, Act of Government, Act of God, flood, adverse weather conditions, building or construction in progress within the community, technical problems with transportation, closure or congestion of airports, alterations or cancellation of schedules by carriers, loss of mains electricity or gas supplies, or any other events beyond our reasonable control.

17. Complaints:

In the unlikely event that you have a problem with the Property, please bring this to our attention immediately so we can investigate and attempt to resolve the issue. If you do not bring your complaint to our attention immediately, you will have not allowed us the opportunity to satisfactorily resolve your problem – in these circumstances, we will be unable to assist you with your complaint – we cannot try to put things right for you when you have returned home.

18. Governing Law:

These terms and conditions are subject to and shall be construed in accordance with the laws of England and all parties hereby submit to the exclusive jurisdiction of the English Courts. If any provision hereof is held to be illegal, invalid or unenforceable under any present or future laws, such provision shall be fully severable and the terms and conditions herein shall be construed and enforced as if such illegal, invalid or unenforceable provision had never been made a part hereof. The remaining provisions herein shall remain in full force and effect and shall not be affected by such illegal, invalid or unenforceable provisions or by their severance here from.