

## **TERMS AND CONDITIONS FOR HOLIDAY USE OF PORTH Y DŴR**

### **GENERAL**

1. Porth y Dŵr is a unique grade II\* listed building available for short stays and holidays. It has an unconventional layout and quirky features including steep stairs, low doorways and beams, steps and sloping floors, and low lighting levels - sorry the property may be unsuitable for guests with impaired mobility. Traditional materials have been used throughout, and furniture and furnishings have been chosen to reflect the style and character of the building.
2. In keeping with the special ambience of Porth y Dŵr there is no wi-fi, television, radio or telephone. You are advised that the premises are not covered by a TV licence, therefore watching or recording live television, or using the i-Player service for watching or downloading any BBC programmes on any device, including mobile devices, is prohibited under the Communications Act 2003.
3. Porth y Dŵr has a no smoking policy. Please do not smoke inside the property.
4. The standard rates apply for up to 4 guests sharing one double and one twin bedroom. A maximum of 5 guests can be accommodated with an extra single bed in the main bedroom; a cot and high chair are available. Please request extras when booking.

### **USE OF PORTH Y DŴR**

5. Porth y Dŵr is to be used solely for holiday use; it is not to be sub-let, used for parties or group functions, or for any illegal activity. The maximum occupancy agreed at the time of booking must not be exceeded. We reserve the right to cancel any stay and require all guests to vacate the premises immediately if we suspect this condition is being violated.
6. All guests undertake to comply with the terms and conditions, to act responsibly, be mindful of the limitations of the building, and show due consideration to neighbours. On vacating the property, please leave it, and all contents, in the same condition and order as found, both inside and out.
7. Well-behaved dogs are welcome by prior arrangement (maximum 2). Dogs are not to be left alone in the property at any time, nor allowed on furniture or upstairs. Please ensure you have cleaned up after them before vacating the property.
8. Coal and kindling sticks are provided for the open fire in the living room. Please keep the fireguard in place at all times, and do not burn anything else on the fire. Fireplaces in the bedrooms are not functional and must not be used.
9. Should any emergency arise, or breakages or damage occur, during the holiday rental period, please notify the owners immediately to enable us to make any necessary repairs, or rectify faults. Claims for refunds in respect of unforeseen problems will only be considered if we have been given notice of the problem during your holiday rental period.

10. We reserve the right to make a reasonable charge for any damage, breakages or additional cleaning costs incurred through failure to comply with these terms and conditions, or through deliberate or negligent acts or omissions. Please bear in mind that due to the sensitive historic nature of the building, repair costs may be considerably higher than may normally be expected.

## **BOOKING CONDITIONS**

11. Bookings may be made on line, by email, or by telephone. Bookings made through the [www.porthydwr.com](http://www.porthydwr.com) website or facebook will be redirected to [www.freetobook.com](http://www.freetobook.com) (no commission is charged). Bookings made through other sites may incur commission charges.
12. By booking Porth y Dŵr, you enter into a legally binding contract with us, governed by the laws of England and Wales. You and members of your group must agree to abide by the terms and conditions set out here, and act in a lawful and reasonable manner.
13. When a booking request is received, the property will be provisionally held for 7 days, in which period the agreed deposit must be paid to secure the booking. On receipt, the booking will be confirmed by email or telephone. Payment may be made using PayPal, cheque or cash, in pounds sterling.
14. The balance is to be paid at least 15 days before the agreed date of arrival. For bookings made less than 15 days before the date of arrival, payment is to be made in full at the time of booking. We do not undertake to send reminders, but may do so at our discretion.

## **CANCELLATION**

15. We reserve the right to cancel any booking in the event of a major emergency, but will not do so without good reason. Notice will be issued immediately such an event becomes apparent. A full refund will be made in such circumstances, but indirect or consequential losses will not be refunded.
16. If you cancel your booking more than 15 days before the agreed date of arrival, any deposit received will be refunded.
17. Cancellation of your booking less than 15 days but more than 7 days before the agreed date of arrival will incur a charge equal to 50% of the total rental cost, but not exceeding a charge equivalent to 2 nights stay.
18. No refund will be made if you cancel the booking within 7 days of the agreed date of arrival, or if you arrive later or leave earlier than the confirmed dates.
19. The booking will be cancelled if full payment is not made at least 15 days prior to the agreed date of arrival, or, for bookings made within 15 days of the agreed date of arrival, if full payment is not made at the time of booking. In this event any payments already made will not be refunded.
20. The deposit will be lost and the booking cancelled immediately if the information provided at the booking stage is found to be inadequate, insufficient, misleading or incorrect, and is not rectified.

## ARRIVAL AND DEPARTURE

21. Arrival time is between 4.00 pm and 8.00 pm on the first day of the stay, except by prior arrangement. Please confirm your expected time of arrival in advance so we can meet you to hand over keys to Porth y Dŵr, and any further information required can be obtained or supplied.
22. The property is to be vacated on the day of departure by 11.00 am unless other arrangements have been agreed. On vacating the property, please ensure all keys have been returned.

## PRIVACY STATEMENT

23. You agree to provide relevant personal information (data) for the purposes of making a booking and to stay at Porth y Dŵr. Personal information includes your name, address, email address and telephone number (usually a mobile); if you provide children's ages, these will be retained only until the stay is over. Data will be retained for monitoring bookings and recording rentals only, and where necessary to comply with statutory requirements.
24. Your data is shared with the *Freetobook* booking service. Porth y Dŵr and *Freetobook* act as Joint Data Controllers, and request and retain personal data only as described above.
25. Bookings made through third party sites such as *Airbnb* and *TripAdvisor Rentals* will be subject to the Privacy Policy of each company. Data shared by these in the course of booking and managing your stay will be held only as described above.
26. You have a right to request a copy of all personal data held by us, and for your data to be deleted after your stay, except where it must be retained for statutory purposes. Such requests may be made by emailing us at [stay@porthydwr.com](mailto:stay@porthydwr.com)
27. We use functional cookies on our website [www.porthydwr.com](http://www.porthydwr.com) in order to provide the availability and booking service, and for guests' reviews. We do not share any information with third parties except as stated above, nor do we permit third parties to place cookies. All analytics on use of the site are gathered anonymously.