

# Terms and Conditions

## General

Reservations of all accommodation whether made by telephone, fax, in person, in writing or from the internet are accepted by the Elan Valley Trust, the property owner. The Elan Valley Trust is a registered Charity (Registration number 1001347), VAT No 691 6703 13.

This is a legally binding contract between the property owner, and the holidaymaker. The property owner is also referred to as "we" and "us".

The holidaymaker is the person who signs the booking form or, in the case of online booking, the person who makes the online payment. This person is responsible for ensuring all members of the holiday party accept and adhere to these terms and conditions. The holidaymaker is also referred to as "you". We do not accept bookings from holidaymakers under the age of 18 years of age.

## Bookings

A **booking deposit is payable within 7 days** of the provisional booking being taken.

The booking is taken on a provisional basis until the deposit has been paid in full, this being 30% of the booking fee, and funds cleared through the banking system (where appropriate). The booking then becomes confirmed. Until the booking is confirmed, it can be cancelled at any time without prior notice.

The balance of the booking fee, along with the breakage deposit (if applicable), is **payable not less than four weeks** prior to the start of the holiday.

The Owner reserves the right to cancel the reservation where there is a failure to pay the deposit or balance in full by the due dates by the holidaymaker. Please be sure to note the due dates of these payments as reminders are not routinely issued.

**Bookings made less than 28 days prior to the arrival date must be paid in full at the time of booking.** Deposits can be paid online, by BACS transfer, by cheque or by PayPal.

## Privacy Policy

By completing this reservation, you are consenting to your personal data being held. The data is held solely for the purposes of conducting the reservation and will not be shared or used for any other purposes.

## Value Added Tax

Where VAT applies to the property rental, it is included in the quoted booking fee at the prevailing rate and are subject to change in line with legislation. The Confirmation of Booking is not a VAT invoice.

## Cancellation by the Holidaymaker

Cancellation of the booking by the holidaymaker should be made in writing and addressed to:

stay@elanvalley.org.uk

or

Elan Valley Trust,  
Elan Estate Office,

Elan Village,  
Rhayader,  
Powys, LD6 5HP

In the event of a cancellation, we will attempt to re-let the property and if successful, a discretionary payment may be made.

However, if cancellation occurs within the 28 days prior to the start of your reservation **you will remain liable for the full booking fee** if a re-let is not possible.

Cancellation at any point after payment of the deposit will forfeit the deposit paid with exception to the below circumstances. **We strongly recommend you take out holiday cancellation insurance.**

### **Cancellation by the Property Owner**

The property owner will endeavour to make sure the stated property is available for the dates contracted. In the unlikely event the property becomes not available and the property owner has to cancel the booking, the property owner will endeavour to find the holidaymaker suitable alternative accommodation. If suitable alternative accommodation cannot be found, the holidaymaker shall be entitled to a full refund. The property owner shall only be liable to return the monies received. No compensation or consequential losses shall be paid.

Due to the remote location of the holiday cottages the property owner reserves the right to cancel a reservation in the event of poor weather conditions and/or dangerous ground conditions. All reasonable efforts will be made to avoid such cancellations but on incursion of such an event the property owners will offer the holidaymakers an alternative reservation for a duration to match the cancelled reservation or if not agreeable the property owner shall refund any monies paid to them by the holidaymaker. No compensation or consequential losses shall be paid.

### **Miscellaneous**

Whilst every care is taken to provide a true and accurate description of the property, over time, alterations are made and some things do change. The holidaymaker accepts that no refunds are available for such discrepancies.

The property owners cannot accept liability for happenings outside their reasonable control, such as breakdown of domestic appliances, plumbing, wiring, temporary invasion of pests, damage resulting from exceptional weather conditions. However, in these instances all reasonable efforts will be made to avoid disruption to your stay and rectify the issue if necessary during your stay.

The property owner reserves the right to enter the property, at a reasonable time, in the event of an emergency or remedial repair work being required.

The property owner is entitled to ask the holidaymaker to leave the property without any refund if, in the property owner's opinion, the behaviour of the holidaymaker and/or his/her party is unacceptable.

The property owner reserves the right to refuse entry to anyone, who in the property owner's opinion is not suitable to or capable of taking charge of the property.

### **Number of Guests**

The maximum number of people entitled to stay at this property is stated when booking and furthermore, only those people named on the booking form are entitled to stay. If it is found that

more people than agreed are using the property, this will be considered a breach of contract and the holidaymaker and his/her party will be asked to leave immediately without any refund. Sub-letting or assignation of the let is prohibited.

The person who completes the booking (i.e. the lead name) certifies that he or she is authorised to agree to the Booking Conditions on behalf of all members of the party, including any changes. The lead names must be over 18 years of age. The property owner reserves the right to refuse or revoke any bookings from parties that may in their opinion (and at their sole discretion) be unsuitable for the property concerned.

## **Parties**

Our properties are located in remote areas with Site of Special Scientific Interest designations. In addition, they are sited within farming areas with grazing livestock. Therefore, hen, stag and general parties are not permitted at any of our properties, due to noise and excessive littering which can despoil the countryside and harm animals. We reserve the right to evict disruptive guests without a refund.

## **Pets**

Pets are allowed in the property subject to the property owner's agreement. All pets must be house trained and the number and type of pet must not exceed what was agreed at the time of booking, otherwise a breach of contract will be deemed to have taken place.

Pets must not be left unaccompanied in the property at any time and must not be allowed on the beds or furniture. The holidaymaker shall be liable for all damage caused by his/her pet or any pet belonging to the holidaymaker's party. A charge will be made for any additional cleaning required. The property owner cannot be held responsible for any accident or injury to a pet during their stay. It is the holidaymaker's responsibility to clean up after their pet, including the removal and disposal of faeces and hair. Holidaymakers should ensure the outside of the property is free from their pet's faeces by removing and placing in the provided bins.

Please ensure flea treatment is up-to-date before arrival.

## **Arrival and Departure Time**

Every effort will be made to have the property available from 4pm on the day of arrival. **The property must be vacated by 10am** on the day of departure along with any parking provision.

Late departure will result in an additional charge being made.

Information about keys and how to collect them will be provided once full payment has been received.

## **Liability**

The property owner takes no responsibility for the personal possessions of the holidaymaker or the holidaymaker's party. Vehicles and possessions are left entirely at the risk of the holidaymaker. Children and pets must be supervised at all times.

## **Cleaning**

We would like to think the holidaymaker and party would treat the property as they would their own home and at the end of the holiday the property is left in a clean and tidy condition. The property owner retains the right to make an additional charge for cleaning should the property not be left in a

similar condition to the way it was found at the start of the holiday.

### **Breakages**

The holidaymaker should make every effort to keep the property, fixtures and fittings and all contents in the same state of repair and condition as at the start of the holiday.

Any accidental damages or breakages should be reported to the property owner (or their representative) prior to departure.

The property owner retains the right to make an additional charge for damage and breakages although it should be noted that minor breakages and reasonable wear and tear (in the opinion of the property owner) will not be charged for.

### **Complaints Handling Procedure**

Every endeavour is made to ensure your stay with us is memorable for all the right reasons. However, we do recognise that from time to time things do go wrong. In these circumstances, it is the responsibility of the holidaymaker to make any such problem known to the property owner (or their representative) immediately it becomes apparent, thereby giving the property owner the opportunity to correct the situation. Unless this procedure is followed, no subsequent claim will be entertained.

The property owner will make every endeavour to rectify any identified problems as soon as is reasonably possible.

### **Return of Breakage Deposit**

Where applicable a breakage deposit may be charged. Your breakage deposit, minus any deductions, will be returned to you within 2 weeks of the departure.

### **Data Protection**

In completing the booking form, you are providing personal data. The data is held solely for the purposes of conducting your reservation and will not be shared or used for any other purposes. You have the right to request this information be erased once the reservation has been completed. If not requested the information will be erased no later than 2 years after completion.