

# Terms and Conditions

## General

Reservations of all accommodation whether made by telephone, fax, in person, in writing or from the internet is 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, the Elan Valley Trust and the guest. The property owner is also referred to as "we" and "us".

The guest 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 visiting party accept and adhere to these terms and conditions. The guest is also referred to as "you". We do not accept bookings from guests 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 will be provisional until the booking deposit has been paid in full. The booking deposit is 30% of the booking fee and funds should be cleared through the banking system (where appropriate) within the 7 days. Once funds are cleared the booking is then 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 refundable breakage deposit (if applicable), is **payable not less than four weeks** prior to the start of the holiday.

The Elan Valley Trust reserves the right to cancel the reservation where there is a failure to pay the booking deposit or balance in full by the due dates by the guest. Please be sure to note the due dates of these payments as reminders may not be routinely issued.

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

## 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 Guest

Cancellation of the booking by you 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 refund 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 booking deposit will forfeit the booking deposit paid with exception to the below circumstances.

**We strongly recommend you take out holiday cancellation insurance.**

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

We will endeavour to make sure the stated property is available for the dates contracted.

In the unlikely event the property becomes unavailable and we have to cancel the booking, we will endeavour to find you suitable alternative accommodation. If suitable alternative accommodation cannot be found, you shall be entitled to a full refund. We will only be liable to return the monies received and no compensation or consequential losses shall be paid.

Due to the remote location of the holiday accommodation we reserve the right to cancel a reservation in the event of poor weather conditions and/or dangerous ground conditions if this. All reasonable efforts will be made to avoid such cancellations but in the occurrence of such an event we will offer you an alternative reservation for a duration to match the cancelled reservation. If this agreeable and the alternative reservation is of a lower value, we will refund the difference. 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 guest accepts that no refunds are available for such discrepancies.

We cannot accept liability for circumstances outside their reasonable control, such as breakdown of domestic appliances, plumbing, wiring, temporary invasion of pests or 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.

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

We are entitled to ask the guest to leave the property without any refund, if, in our opinion, the behaviour of the guest and/or his/her party is unacceptable.

The Elan Valley Trust reserves the right to refuse entry to anyone, who in our opinion, is not suitable 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 guest and his/her party will be asked to leave immediately without any refund. Sub-letting or reassignment 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 (SSSI) 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

Dogs are allowed in the property subject to prior agreement. All dogs must be house-trained and the number and type of dogs must not exceed what was agreed at the time of booking, otherwise a breach of contract will be deemed to have taken place. Other types of pet may be allowed by prior agreement.

Pets must not be left unaccompanied in the property at any time and must not be allowed on the beds or furniture. The guest will be liable for all damage caused by his/her pet or any pet belonging to the guest's party. A charge will be made for any additional cleaning required. We cannot be held responsible for any accident or injury to a pet during their stay. It is your responsibility to clean up after their pet, including the removal and disposal of faeces and hair. Guests 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 and worming treatments are up-to-date before arrival.

## Arrival and Departure Time

The property will be available by 4pm on the day of arrival.

The property and associated parking areas must be vacated by 10am on the day of departure.

Late departure will result in an additional charge being made or in the case of a refundable breakage deposit being made, we will refuse return of such a deposit.

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

## **Liability**

The Elan Valley Trust takes no responsibility for the personal possessions of the guest or their party. Vehicles and possessions are left entirely at the risk of the guest.

Children and pets must be supervised at all times.

Please ensure all personal items are removed on the day of departure as we do not return personal items by post.

## **Cleaning**

At the end of the visit the property should be left in a clean and tidy condition. We retain the right to make an additional charge or withhold, if applicable, the refundable breakage deposit for cleaning should the property not be left in a similar condition to the way it was found at the start of the property.

## **Breakages**

The guest 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.

We retain 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 guest to make any such problems known to the Elan Valley Trust (or their representative) immediately it becomes apparent, thereby giving us the opportunity to correct the situation. Unless this procedure is followed, no subsequent claim will be entertained.

We will make every endeavour to rectify any identified problems as soon as is reasonably possible.

## **Return of Refundable Breakage Deposit**

Where applicable a refundable breakage deposit may be charged. Your refundable breakage deposit, minus any deductions, will be returned to you within two 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 two years after completion.