

1st January 2016

BOOKING CONTRACT

THE LANDLORD MRS PAULA RATCLIFFE

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THE PROPERTY 17/18 TREM ENLLI APARTMENTS
MARINE PARADE
TYWYN
GWYNEDD
LL36 0DE

1. ON WRITTEN ACKNOWLEDGEMENT BY US OF YOUR DEPOSIT A BINDING CONTRACT BETWEEN US WILL COME INTO EXISTENCE AND THE BOOKING BECOMES SUBJECT TO THE PROVISIONS THAT FOLLOW AND ENGLISH LAW. WE BOTH AGREE TO SUBMIT ANY DISPUTE TO THE EXCLUSIVE JURISDICTION OF THE COURTS OF ENGLAND AND WALES. IN ALL CASES THESE TERMS AND CONDITIONS FORM THE BASIS OF YOUR CONTRACT. SHOULD ANY PART OF THIS CONTRACT BE DEEMED TO CONTRAVENE ENGLISH LAW SUCH CONTRAVENTION SHALL NOT INVALIDATE THE OTHER ELEMENTS OF THIS CONTRACT.
2. WE CANNOT ACCEPT BOOKINGS FROM ANYONE UNDER THE AGE OF 18 YEARS.
3. A NON-REFUNDABLE DEPOSIT OF 20% IS PAYABLE AT THE TIME OF CONFIRMING YOUR BOOKING AND THE BALANCE OF 80% NOT LATER THAN EIGHT WEEKS BEFORE THE COMMENCEMENT OF THE PERIOD BOOKED. FOR BOOKINGS WITHIN EIGHT WEEKS OF THE START OF THE PERIOD BOOKED FULL PAYMENT IS REQUIRED. IT IS THE PERSON MAKING THE BOOKING WHO IS DEEMED RESPONSIBLE FOR FULL PAYMENT. IN THE CASE OF BOOKINGS MADE BY ORGANISATIONS THE ORGANISATION IS DEEMED RESPONSIBLE.
4. WE WILL ONLY CANCEL A BOOKING IF THERE IS A GOOD REASON TO DO SO. A FULL REFUND WILL BE MADE AND NEITHER PARTY SHALL HAVE ANY FURTHER CLAIM AGAINST THE OTHER.
5. WE MAY CANCEL A BOOKING FOR WHICH A DEPOSIT OR FULL PAYMENT HAS NOT BEEN RECEIVED BY THE TIMES SPECIFIED IN THESE BOOKING CONDITIONS.
6. IF YOU NEED TO CANCEL PLEASE TELEPHONE US IMMEDIATELY AND AT THE SAME TIME CONFIRM YOUR CANCELLATION IN WRITING OR BY EMAIL. YOUR CANCELLATION IS EFFECTIVE FROM THE DATE WE RECEIVE YOUR WRITTEN NOTIFICATION. YOUR CANCELLATION WILL BE ACKNOWLEDGED BY US IN WRITING. AN ADMINISTRATION CHARGE MAY BE APPLIED IF YOU MAKE CHANGES TO YOUR BOOKING.
7. IF YOU CANCEL YOU ARE STILL LIABLE FOR THE PAYMENT OF YOUR BALANCE OF THE BOOKING FEE. WE WILL ENDEAVOUR TO RELET YOUR HOLIDAY. IF WE ARE ABLE TO DO SO BEFORE YOU PAY YOUR BALANCE OF THE BOOKING FEE YOU WILL ONLY LOSE YOUR BOOKING DEPOSIT IF YOU HAVE PAID IT. IF WE ARE ABLE TO RELET AFTER YOU HAVE PAID YOUR BALANCE OF THE BOOKING FEE WE WILL REFUND THE WHOLE OR PART OF THAT MONEY (SO THAT YOU LOSE ONLY THE BOOKING DEPOSIT) UP TO A MAXIMUM OF THE BOOKING FEE WE RECEIVE ON RELETTING. IF YOU CANCEL YOUR BOOKING WITHIN FOURTEEN DAYS OF RECEIVING OUR WRITTEN ACCEPTANCE/CONFIRMATION OF YOUR BOOKING, WE WILL REFUND THE BALANCE OF ANY MONEY YOU HAVE PAID US.
8. FOR EARLY BOOKINGS WE GUARANTEE YOU AN UNCONDITIONAL REFUND OF THE MONEY YOU HAVE PAID IF, BEFORE 20TH JANUARY, YOU HAVE TO CANCEL ANY HOLIDAY BOOKED TO BE TAKEN FROM 15TH MARCH ONWARDS.

9. LETTINGS ARE DEEMED TO COMMENCE FROM 4PM ON DAY OF ARRIVAL AND FINISH AT 10AM ON DAY OF DEPARTURE.
10. THE OWNER RESERVES THE RIGHT TO DECLINE ACCEPTANCE OR TO EXPEL ANY GUESTS/VISITORS FOR CONDUCT DETRIMENTAL TO THE APARTMENT OR RESIDENTS OF TREM ENLLI. IN SUCH CASES NO REFUNDS WILL BE PAYABLE.
11. BOOKINGS ARE NOT TRANSFERABLE AND THE APARTMENT MUST BE OCCUPIED BY THE PERSONS WHO REQUESTED THE BOOKING.
12. PLEASE LEAVE THE APARTMENT IN THE SAME CONDITION AS YOU FIND IT ON ARRIVAL. IF THE APARTMENT IS LEFT IN A POOR AND DIRTY CONDITION WE RESERVE THE RIGHT TO CHARGE £50.00 TO CLEAN PRIOR TO NEW CLIENTS ARRIVING.
13. ALL DAMAGE, LOSS AND BREAKAGES CAUSED BY GUESTS, WHETHER ACCIDENTAL OR MALICIOUS ARE THE RESPONSIBILITY OF THE PERSON OR ORGANISATION MAKING THE BOOKING, EACH EQUALLY LIABLE FOR THE COSTS INCURRED. ALL INCIDENTS MUST BE REPORTED IMMEDIATELY TO THE OWNER ON THE TELEPHONE NUMBER ABOVE.
14. WE REGRET WE CANNOT ACCEPT RESPONSIBILITY OR PAY ANY COMPENSATION OR MAKE REFUNDS WHERE THE PERFORMANCE OR PROMPT PERFORMANCE OF OUR CONTRACT WITH YOU IS PREVENTED OR AFFECTED BY REASON OF CIRCUMSTANCES WHICH AMOUNT TO 'FORCE MAJEURE'.
15. THE NUMBER OF PEOPLE SLEEPING IN THE APARTMENT MUST NOT EXCEED FIVE UNLESS PREVIOUSLY AGREED.
16. NO PETS ARE ALLOWED IN THE APARTMENT.
17. SMOKING IS NOT PERMITTED IN THE APARTMENT.
18. THE OWNER ACCEPTS NO RESPONSIBILITY FOR LOSS OF OR DAMAGE TO PERSONAL PROPERTY.
19. ANY PROBLEMS ENCOUNTERED IN THE APARTMENT SHOULD BE REPORTED IMMEDIATELY BY TELEPHONING THE NUMBER SHOWN ABOVE. IT IS OFTEN EXTREMELY DIFFICULT (AND SOMETIMES IMPOSSIBLE) TO RESOLVE DIFFICULTIES PROPERLY UNLESS WE ARE PROMPTLY NOTIFIED. DISCUSSION OF ANY CRITICISMS WITH US WHILST YOU ARE IN RESIDENCE WILL USUALLY ENABLE SHORTCOMINGS TO BE RECTIFIED STRAIGHTAWAY. IN PARTICULAR, COMPLAINTS OF A TRANSIENT NATURE (FOR EXAMPLE, REGARDING PREPARATION OR HEATING OF THE PROPERTY) CANNOT POSSIBLY BE INVESTIGATED UNLESS REGISTERED WHILST YOU ARE IN RESIDENCE. IF ANY COMPLAINT CANNOT BE RESOLVED DURING YOUR HOLIDAY, YOU MUST WRITE TO US WITH FULL DETAILS WITHIN 28 DAYS OF THE END OF IT.
20. CARS PARKED AT OWNERS RISK.
21. TOWELS ARE NOT PROVIDED.
22. OUR MAXIMUM LIABILITY FOR LOSSES YOU SUFFER AS A RESULT OF US ACTING IN BREACH OF THESE TERMS AND CONDITIONS IS STRICTLY LIMITED TO THE BOOKING FEE AND ANY LOSSES WHICH ARE A FORESEEABLE CONSEQUENCE OF US BREAKING THE AGREEMENT. LOSSES ARE FORESEEABLE WHERE THEY COULD BE CONTEMPLATED BY YOU AND US AT THE TIME YOUR ORDER IS ACCEPTED BY US. THIS DOES NOT INCLUDE OR LIMIT IN ANY WAY OUR LIABILITY FOR DEATH OR PERSONAL INJURY CAUSED BY OUR NEGLIGENCE OR FOR FRAUD OR FRAUDULENT MISREPRESENTATION; OR FOR ANY MATTER FOR WHICH IT WOULD BE ILLEGAL FOR US TO EXCLUDE, OR ATTEMPT TO EXCLUDE, OUR LIABILITY.
23. PLEASE NOTE THAT TREM ENLLI IS A PERMANENT HOME TO A NUMBER OF RESIDENTS AND UNLIKE A MODERN APARTMENT BLOCK DOES NOT ENJOY SOUND-PROOFING. FOR THIS REASON WE ASK THAT ALL GUESTS LIMIT NOISE WHENEVER POSSIBLE OFFERING DUE CONSIDERATION TO OUR NEIGHBOURS. QUIET TIME IS BETWEEN 11:00 PM AND 8:00 AM WHERE GUESTS SHOULD NOT MAKE ANY NOISE THAT COULD BE AUDIBLE OUTSIDE THE APARTMENT.
24. THE INTERNET CONNECTION IS PROVIDED FREE OF CHARGE. IF IT FAILS WE WILL DO EVERYTHING POSSIBLE TO GET IT RECONNECTED BUT WE DO NOT GUARANTEE AVAILABILITY. WE ARE NOT COMPUTER EXPERTS AND ARE RELIANT ON OUR ISP. PLEASE USE THE INTERNET RESPONSIBLY AND ENSURE THAT ILLEGAL MATERIAL IS NOT VIEWED OR DOWNLOADED USING OUR WI-FI CONNECTION.

PLEASE ENJOY YOUR STAY AND HAVE A GREAT HOLIDAY.