

# White Beach Holiday

## TERMS & CONDITIONS

For

*The Windmill – Felin Wynt*

### **Agreement**

The current version of these Terms & Conditions is available at [www.whitebeachholiday.co.uk](http://www.whitebeachholiday.co.uk). The making of a booking (unless cancelled within 7 working days of receipt of the Booking Payment) will form an agreement on the current version of the Terms & Conditions (the '**Agreement**') between the Visitor and White Beach Holiday for the holiday rental of The Windmill (the '**Accommodation**') shown in the Email Booking Request, or as otherwise agreed in writing by White Beach Holiday and the Visitor.

White Beach Holiday permits the Visitor to occupy the Accommodation for the period shown in the Booking Confirmation (the '**Holiday Period**') together with the use of the furniture, fixtures and effects.

The Visitor will be responsible for all payments and for any damage whether caused by the Visitor or his or her party. References to '**party**' in these Terms & Conditions will include the Visitor's family, agents or guests. The Visitor is advised to make his or her party aware of the current Terms & Conditions.

### **Booking Payment**

A booking for a holiday will become firm when an email 'Booking Request' has been made and a payment of at least 25% of the holiday price (rounding up to the nearest pound sterling) has been received by White Beach Holiday and the Visitor has received an email 'Confirming the Booking'. Up to that time, subject to an Email Booking Request having been received, it will be a provisional booking, and provisional bookings are not held unless agreed by us.

### **Damages Deposit**

A £200.00 deposit is required to be paid no later than 14 days before the start of the holiday, which will be held in part, or in whole towards the cost of making good any damage, loss, claims and liabilities as detailed in these Terms and Conditions. A further additional £25.00 deposit is required for each dog that the Visitor brings to the Accommodation, which is payable at the same time

### **Non-Payment of the Damages Deposit**

If the damages deposit is not paid in full by the due date, this will be treated as a Cancellation by the Visitor. A 100% cancellation charge will be payable. White Beach Holiday will endeavour to re-book the Accommodation and, if successful for the whole or part of the period, will refund the relevant proportion of the money paid less £60.00, to cover office administration.

### **Payment**

All payments can only be accepted in Pounds Sterling and paid by either Cheque, BACS, CHAPS or the following credit and debit cards; American Express, MasterCard, Maestro, Visa, Visa Electron, Solo and JCB. No charges will apply for the use of these cards.

### **Final Payment**

The full balance of the total holiday cost will be payable no later than eight weeks (2 months) before the holiday begins.

If the Final Payment is not paid on time, White Beach Holiday reserves the right to cancel the holiday booking, in which case the Booking Payment will be forfeited.

### **Price Revisions**

White Beach Holiday will not increase the price of a holiday once the Booking Payment has been received.

### **Cancellation**

The reservation may be cancelled at any time by the Visitor giving White Beach Holiday notice in writing. A 100% cancellation charge will be payable. On receipt of the written cancellation, White Beach Holiday will

endeavour to re-book the Accommodation and, if successful for the whole or part of the period, will refund the relevant proportion of the money paid less £60.00, to cover office administration.

### **White Beach Holiday Right to Refuse/Alter**

White Beach Holiday reserves the right to refuse any booking.

White Beach Holiday reserves the right to cancel or alter arrangements made for the Visitor whether before or during the relevant visit (a) in any circumstances which arise from or is attributable to acts, events, omissions or accidents beyond the reasonable control of White Beach Holiday or (b) when in the reasonable opinion of White Beach Holiday it is necessary to perform or complete essential remedial or refurbishment works. If a booking has to be cancelled by White Beach Holiday, White Beach Holiday will return to the Visitor the relevant proportion of the money paid by the Visitor to White Beach Holiday in respect of the Accommodation and will not otherwise be liable for any loss caused by cancellation or alteration.

### **Change of Booking**

There will be a fee of ££30.00 for any transferred booking, and bookings may not be transferred within one month of the Visitor's holiday, or from one calendar year to another. A Transferred booking is from The Windmill to The Cottage, a change in the Visitor, or from one date to another. If the transfer requested also involves reducing the length of the holiday, it will be regarded as a cancellation.

### **Refund of Damages Deposit**

The Damages Deposit, assuming there are no claims for any damage, loss or liabilities as detailed in these Terms & Conditions, will be refunded, less any deductions for telephone charges and Sky Box Office, within 14 days from the day of your departure by your preferred method of repayment; either onto the credit or debit card used for the holiday payments or into your bank account by BACS. No charges apply for this service.

### **Telephone Charges and Sky Box Office**

The Visitor is liable for any charges for telephone calls during the period of your holiday and/or payments to Sky for chargeable viewing such as Sky Box Office or Premiership Plus. These payments will be deducted in part or in whole from the damages deposit. In the event that the usage of the telephone and/or Sky exceeds the amount of the damages deposit and/or the damages deposit has already been returned before the invoices from BT and/or Sky have been received by us, The Visitor agrees to pay the amount/balance owing, within 7 days of notification.

### **Visitor Accommodation Limitation**

Occupation must be limited to the maximum number of 4 persons for the accommodation. The bedrooms are open plan due the nature of the building and the accommodation may therefore not be suitable for some visitors or families.

The Windmill is not suitable for young children or babies due to the steepness of the stairs and the size of the treads.

Please refer to the Access Statement for full information and details before requesting a booking.

### **Joint Bookings**

The booking should be made in one name only and that person (**The Visitor**) shall not, without the written consent of White Beach Holiday, assign the booking.

### **Services**

The holiday price will include all charges for water, gas and electricity. Visitors must comply with the instructions found in the welcome folder.

### **Use of Spa Hot Tub**

The Spa Hot Tub has been provided to enhance your holiday experience at The Windmill. The Visitor and their party will be entitled to use the Spa Hot Tub Facilities only on the terms specified, a copy of which is in the Health & Safety folder. The Visitor will be liable for any damage caused by inappropriate use of the Spa Hot Tub.

### **Loss of Visitor Property**

Except as indicated below, White Beach Holiday cannot be held responsible for loss or damage to any belongings or for injury sustained by the Visitor or members of his or her party during their stay at the Accommodation. White Beach Holiday excludes liability for loss or damage to any belongings, or for death or injury sustained to the Visitor or members of his or her party during their stay at the Accommodation

except to the extent that such injury or loss or damage to any belongings is caused by the negligence or wilful default of White Beach Holiday or where such exclusion or limitation or liability is prohibited by law.

The Visitor shall be liable for and indemnify White Beach Holiday against any liabilities, damages, claims, costs. The Visitor shall also be liable for any losses (whether direct or indirect and including loss of profits) and expenses incurred or paid by White Beach Holiday arising from the Visitor's use or occupation of the Accommodation, which arise from any breach by the Visitor or his or her obligations under the Agreement or from any negligence or wilful default of the Visitor and/or the Visitor's party.

### **Pets**

A well trained dog (maximum of one unless otherwise agreed) is accepted, on the condition that they are not allowed upstairs, on the furniture, especially the beds; nor left unattended in the Accommodation and that they are not allowed outside unless on a leash and supervised at all times. Dogs that bark and create a noise disturbance are not welcome and this would be considered a breach of these Terms & Conditions. The visitor must ensure the dog causes no stress or damage to livestock and the visitor will be liable for expenses and/or damages as a result of this breach by the visitor and/or the visitor's party. An additional damages deposit of £25.00 per visit will be made for each dog (guide dogs for the blind and hearing dogs for profoundly deaf people excepted). No other domestic pets can be accepted in White Beach Holiday accommodation.

### **White Beach Holiday Right of Entry**

White Beach Holiday and/or its agents reserve the right to enter the Accommodation at any reasonable time on reasonable cause; this includes any annual external re-decoration for which access to the inside of the Accommodation will be required, and external windows and doors may be opened during this process.

### **Visitor Obligations**

The Visitor agrees to notify White Beach Holiday of any change of the information provided on the Booking Request such as home address, contact telephone numbers, email address.

The Visitor undertakes to keep the Accommodation and all the furniture, fixtures and effects in the same state of repair and condition as at the commencement of the booking period (reasonable wear and tear excepted) and shall pay to White Beach Holiday the value of any part of the Accommodation, furniture, fixtures, fittings and effects so destroyed or damaged as to be incapable of being restored to its previous condition. Breakages and damage must be reported as soon as possible.

An up to date Inventory is included in the Guest Information which lists each item contained at The Windmill along with its condition.

The Visitor must allow White Beach Holiday and/or its agents entry to the Accommodation to inspect the state of it, on prior appointment, save in the event of an emergency, when immediate access must be granted

The Visitor must not use the Accommodation or allow its use for any dangerous, offensive, noisy, illegal or immoral activities or carry on there any act that may be a nuisance or annoyance to White Beach Holiday, White Beach Stud or White Beach Farm or to any neighbours.

The Visitor and his or her party must comply with any reasonable regulations relating to the Accommodation of which the Visitor has written notice. Such regulations will normally be found in the welcome pack in the Accommodation.

The Visitor and his or her party must not do anything, or permit anything to be done, that would, or may result in the insurance of the Accommodation becoming void or voidable, or the premium on it being increased.

### **Property Cleanliness**

The Visitor and members of his or her party are asked to leave the Accommodation clean and tidy. White Beach Holiday reserves the right to make a charge for extra cleaning if the Accommodation is not left in a satisfactory condition. This charge will be deducted in whole or in part from the damages deposit.

### **Family Occupation**

The Accommodation shall be for family use only, not for youth groups, student parties or other groups. Sleeping in tents or motor vehicles adjacent to the Accommodation is not permitted.

The Agreement is personal to the Visitor. The Visitor must not use the Accommodation except for the purpose of a holiday by the Visitor and the Visitor's party during the Holiday Period, and not for any other purpose or longer period.

The maximum occupancy of the Accommodation shall not be exceeded. If the Visitor wishes to hold any function or celebrations exceeding this limit it must first obtain the written permission of White Beach Holiday. If permission is granted, an additional charge will be levied.

### **Water, Electricity and Heating Supply**

White Beach Holiday cannot accept responsibility for shortage of water, electricity and heating (services) to and at the Accommodation for any reason outside of White Beach Holiday's reasonable control (reasonable control would be for example; failure to pay a utility invoice resulting in disconnection).

All services at the Accommodation are maintained to the highest of standards, in the event of a fault, the Visitor must notify White Beach Holiday immediately and under no circumstances must they or their party attempt to remedy the fault themselves. If a repair is required, the relevant qualified engineer will be called out and the fault will be repaired as soon as possible. White Beach Holiday cannot be held responsible for the loss of any or all services during this period and will endeavour to make the Visitor and their Party as comfortable as possible. However, in the event that the fault cannot be repaired within 12 hours from when it was first reported and the Visitor and their Party cannot continue stay at the Accommodation, White Beach Holiday will refund, in full, the balance of the remaining period of the holiday from the day the fault was reported.

### **Weather**

If the accommodation becomes inaccessible due to bad weather, White Beach Holidays will take reasonable steps to inform the Visitor.

### **Advance Bookings**

The Windmill and The Cottage can be booked well in advance. It is advisable to book early to avoid disappointment, particularly over school holiday periods.

### **Comments/Complaints**

Every reasonable care will be taken to ensure that the Accommodation is presented to visitors to a high standard. Should the Visitor find on arrival that there is a problem, or cause for complaint, the Visitor should immediately contact Julian Wood on the contact telephone number provided. Reasonable steps will then be taken to assist the Visitor. White Beach Holiday will not normally make any refunds in respect of complaints made after the Visitors departure from the Accommodation if the Visitor did not make the complaint or the problem known to the local contact during the holiday. If the Visitor wishes to comment on his or her stay a comment/suggestion form may be completed and returned to the local address given, or alternatively to the address below. All complaints made after the Visitor's departure must be made in writing, either by mail or by e-mail to White Beach Holiday.

### **Windmill Closure**

On rare occasions, the overall management of White Beach Holiday properties may mean that that the Accommodation has to be temporarily withdrawn from holiday use. There will normally be substantial notice of this. However, if these circumstances lead White Beach Holidays to cancel, modify or alter an advance booking then the 'White Beach Holiday Right to Refuse/Alter' clause will apply.

### **Arrival and Departure Times**

Adherence to the arrival and departure times forms part of the Agreement and any stay that extends over this period will be subject to a charge being made for additional days. Arrival time is 14.00pm on the first day of the holiday and Departure time is 10.30am on the last day of the holiday.

The Visitor will be issued with a set of keys to the Accommodation on the first day of the Holiday Period and the Visitor must return them on the last day of the Holiday Period or the date of departure, if earlier. Failure to do so will incur the cost of a new lock and a set of keys.

### **Access to The Windmill**

Access to The Windmill is along the Tros y Marion farm track on land which is not owned by White Beach Holiday but to which we have a right of way. There are four gates along this farm track that must **always** be closed after passing through them and **never** left open for any length of time whatsoever. The Visitor and their Party must stay on this track when walking along it and ensure they do not enter onto the land or

property either side of this track. They must only ever access Public Footpaths from the main roads and **never** cut across any land to take a short cut to the Public Footpaths.

The track was re-laid by White Beach Holiday in March 2007 and now provides suitable access for all cars.

### **Rural Way of Life**

The Windmill is located in an Area of Outstanding Natural Beauty (ANOB) which also incorporate areas of Special Scientific Interest (SSIs) and any action by the Visitor and his or her party that interrupts or endangers these and/or the livelihood of others authorised to use the Accommodation and/or the surrounding land and buildings belonging to White Beach Holiday, White Beach Stud, White Beach Farm, Tros y Marion, Felin Wynt and/or its neighbours will constitute a breach of the Agreement by the Visitor. The Visitor and his or her party must observe good countryside practise by only using public footpaths over land, not climbing over gates and leaving them as they find them, ensure they protect plants and animals, not allowing dogs to foul without cleaning up afterwards, keeping dogs on a leash to protect wildlife and livestock, ensure no litter etc. is left unless in designated litter bins. More information is available at [www.countrysideaccess.gov.uk](http://www.countrysideaccess.gov.uk)

### **Right to Evict**

White Beach Holiday reserves the right to evict the Visitor and his or her party (without compensation being payable to the Visitor or any member of his or her party) if this is deemed necessary by White Beach Holiday; for example, should complaints be made of anti social behaviour, unreasonable breakages, the obligations in the 'Pets' clause relating to the keeping of dogs are not observed or damage occurs, smoking restrictions are not observed, the Accommodation is being otherwise misused or there is a material breach by the Visitor of the Agreement.

### **Non-Waiver**

The non-exercise by White Beach Holiday of any of its rights under the Agreement in any particular incidence of breach or default by the Visitor shall not constitute a waiver by White Beach Holiday of such right in that or any subsequent incidence.

### **Notices**

Notices shall be sufficiently served if sent by pre-paid first class recorded delivery letter or by email to the address appearing in the Email Booking Confirmation or such other address as each party may from time to time have communicated in writing to the other. Any notice to be served on the Visitor under the Agreement may be given during the Holiday Period by delivery through the letterbox or putting under the front door of the Accommodation and shall be deemed to have been received upon the expiration of 24 hours after service of such a notice.

### **Severance**

If any provision of this Agreement is held by any competent authority to be invalid or unenforceable in whole or in part the validity of the other provisions and the remainder of the provision in question shall not be affected.

### **Right of Third Parties**

Except for White Beach Holiday, a person who is not a party to the Agreement may not enforce any of its terms under the Contracts (Rights of Third Parties) Act 1999.

### **Headings**

The headings in this document are included only for convenience, and do not affect the meaning of the clauses to which they relate.

### **No Tenancy**

The Agreement is for the Holiday Period and is not intended to create the relationship of Landlord and Tenant between the Visitor and White Beach Holiday. The Visitor shall not be entitled to a tenancy, or to any Assured Shorthold or Assured Tenancy or any statutory protection, under the Housing Act 1988 or other statutory security of tenure now or upon termination of the Agreement.

### **Governing Law**

The construction, validity and performance of the Agreement shall be governed by the law of England and Wales, and both parties submit to the exclusive jurisdiction of the Courts in England and Wales.