

STAY IN THE HAVENS BOOKING CONDITIONS

The statutory rights of a person who deals as consumer are not affected by these booking conditions. Information and assistance on the statutory rights of consumers are available from Trading Standards Departments or Citizens' Advice Bureaux.

1. Each contract for the hire of a property in this brochure is made on and subject to these booking conditions ("Contract"). All Contracts are between (1) a customer ("you") and (2) the owner of the relevant property ("Owner"). Stay in The Havens, Pembrokeshire ("we" or "us") is authorised by the Owner to act as the Owner's agent in entering into Contracts and administering the booking process on behalf of the Owner. For the avoidance of doubt, we are not agents of the customer.
2. Stay in The Havens is responsible for administering your booking but at all times acts as an agent under the direction and control of the Owner. Any involvement in the day-to-day management of any property is undertaken solely on the Owner's behalf and under his/her instructions. Accordingly, Stay in The Havens can accept no responsibility for any problems that may arise with any property and all legal responsibility therefore remains with the Owner.
3. All information on our internet site and provided verbally is given in good faith and is materially accurate to the best of our knowledge. However, although we take all reasonable steps to ensure that our records and website are up to date, we do not have exclusive control of any property and/or its amenities and facilities and accordingly we cannot give any guarantees as to the accuracy thereof. Any advice, guidance and/or recommendation given by any of our staff is a personal opinion only and will not constitute any warranty, guarantee, term or condition. In the event of any conflict or contradiction between the information given both on our website and verbally, then these conditions shall apply.
4. Bookings made through our website will not be confirmed until online payment has been cleared. Please note that all bookings are subject to availability and a Contract is only formed when we issue a booking confirmation to you, which we will be under no obligation to do. If we do not accept your booking, we will promptly return any payment already made by you.
5. (a) Bookings made two months or more prior to the first day of the hire period must be accompanied by a non-refundable deposit of 30% of the total price for the property. Bookings made less than two months prior to the first day of the hire period must be accompanied by payment in full of the total price for the property. Payment may be made by bank transfer and/or personal cheque or such other method as agreed by us. Where a booking is made two months or more prior to the first day of the hire period, unless payment in full of the total price is received by us at least eight weeks prior to the first day of the hire period, we will be entitled to treat such booking as cancelled and the provisions of condition 9 will apply.

For the purposes of this condition 5, "total price" means the website price for the property, plus any additional charges that may apply, such as fuel or pet charges, as set out on our website and/or advised at the time of booking.

6. Subject to clause 7 below, a confirmed booking entitles you to occupy the relevant property from 5pm on the first day of the hire period to 09:30am on the last day of the hire period. Under no circumstances will you have exclusive occupation of the property at any time and we, the Owner or our representatives retain the right to enter the property at any reasonable time for any reasonable cause, and including without limitation the carrying out of any repairs deemed reasonably necessary to the property and/or its contents and facilities and immediately in the case of an emergency.
7. Whilst we will take all reasonable steps not to do so, we must reserve the right to cancel any booking at any time. In such circumstances we will, to the extent reasonably possible, offer you the choice of an alternative property or a full refund, less a pro rata sum for each day or part thereof that you occupy the property. Neither we, nor the Owner, will have any other liability whatsoever in respect of such cancellation. If we offer and you accept an alternative property, a Contract between you and the owner of the alternative property will be deemed to be formed on and subject to these booking conditions.
8. All and any cancellations by you must be made in writing and all purported cancellations not made in writing will have no effect. If written cancellation is made two months or more before the first day of the hire period, we will use all reasonable efforts to re-let the property for the hire period and will act reasonably in doing so. If successful, we will refund such proportion of monies paid by you as we are able to recover from such re-letting, less an administrative charge of £50.00 for each separate booking required to re-let the property for the entirety of the cancelled period. If we are unable to re-let the

property for the entirety of the cancelled period, we will be entitled to retain the daily price for the number of days the property is un-let during the cancelled period, up to a maximum of the deposit paid by you or, if you made your booking through our website, a sum equal to 30% of the total price for the property.

9. If a booking is cancelled by you in writing less than two months before the first day of the hire period, we will use all reasonable efforts to re-let the property and will act reasonably in doing so. If successful, we will refund such proportion of the monies paid by you as we are able to recover from such re-letting, less an administrative charge of £50.00 for each separate booking required to re-let the property for the entirety of the cancelled period. If we are unable to re-let the property for the entirety of the cancelled period, we will be entitled to retain the daily price for the number of days the property is un-let during the cancelled period, up to a maximum of the total price for the property (including charges connected to the property).

10. If the total price for any booking has not been paid as at the date of cancellation, you will remain liable for any cancellation fees incurred pursuant to conditions 8 and/or 10 and we will be entitled to invoice you for such cancellation fees. Our invoices are payable within thirty (30) days of the invoice date.

11. Whatever the cancellation circumstances and strongly recommend that all guests take out adequate cancellation or holiday insurance.

12. If you need to make any changes to your booking two months or more prior to the first day of the hire period, including date and/or property changes, we will use reasonable endeavours to accommodate such changes but this is strictly subject to availability and if we are not able to accommodate your requested changes, your original booking will remain in effect. If we are able to make the changes requested, we reserve the right to make a £50.00 administration charge for each change. We will have no obligation whatsoever to attempt to make any changes to your booking requested less than two months prior to the first day of the hire period, but may, in our sole discretion, elect to comply with your request subject to a £50.00 administration charge for each change. If any change which we make to your booking in accordance with this condition 12 is a change to the property originally booked, a Contract between you and the owner of the alternative property will be deemed to be formed on and subject to these booking conditions. If you have already paid us more than the total price for the alternative property together with any administration charges levied by us pursuant to this condition 12, we will refund the difference to you. If the total price for the new property together with any administration charges levied by us pursuant to this condition 12 exceeds the total price for the original property, you must pay the difference to us. If you fail to pay such sum to us at least 8 weeks prior to the first day of the hire period or, if later, within 7 days of the date of our invoice, we will be entitled to treat the booking as cancelled and the provisions of condition 9 will apply.

13. As a condition of your booking, you warrant and undertake:

(a) that all information provided to us, including without limitation all occupant details, is true and accurate in all respects;

(b) to leave the property, its contents and facilities in the same state of repair and condition upon vacation as they were at the start of the hire period;

(c) to pay, at reasonable cost, for all repairs and all replacements of items rendered beyond repair required as a result of your occupation of the property. Purchase of replacements directly by you may be permitted provided that damages are notified as soon as possible and at all times whilst you are in occupation and an appropriate replacement is agreed in advance with us or the Owner;

(d) to act promptly and reasonably in respect of any problems arising at the property and to bring these to the attention of us and/or the Owner as soon as reasonably practicable;

(e) not to use the property for any non-residential purpose without the express prior consent of the Owner;

(f) to take all reasonable safety and security measures at the property during the hire period, including without limitation all reasonable precautions to avoid the risk of fire and to keep the property locked when unattended;

(g) not to engage in anti-social behaviour and/or criminal activity and to respect other local residents and the locality;

(h) to comply with the specific requirements of the property, including but not limited to, the maximum permitted occupancy, any prohibition on pets, comply with refuse collection instructions and any prohibition on smoking as detailed on our website or otherwise notified to you by us or the Owner;

(i) not to share the property with anyone who is not a member of the party and not to allow your guests to stay overnight;

(j) to keep any permitted pets under control at all times, not to allow pets into bedrooms or on furniture, not to leave pets unattended in the property and to be responsible for their pets including financially responsible for any damage caused or costs incurred by your pets; and

(k) to use fuel and utilities sensibly and appropriately and to be responsible for any additional charges made by the Owner for excessive fuel and/or utility consumption during your stay.

(l) to adhere to legal use of any provided wifi facility.

14. The Owner requires us to take a security deposit in respect of your stay at the property. This security deposit is in addition to the deposit paid by you pursuant to condition 5(a) and, if required, is payable by you at the time of making your booking. This deposit will be refunded, less any deductions made pursuant to condition 13(a-i), within 7 days of the end of the hire period.

15. Without prejudice to any legal rights and/or remedies, we and each Owner reserve the right to evict all or any occupants of the property at any time where we deem this reasonably necessary as a result of a breach of any of the provisions of condition 13 without refund, and without prejudice to any other right of the Owner.

16. We reserve the right to refuse any booking in our sole discretion and in particular but without limitation any booking for use by large single sex groups such as hen and stag parties.

17. Neither we nor the Owner will have any liability whatsoever for any personal injury or loss and/or damage to personal property, save where such loss and/or damage arises as a result of negligence or wilful default on our part and/or on the part of the Owner. You indemnify us and the Owner for any costs, damage or loss which are incurred at or to the property where insurance is rendered void due to properties not being kept locked and secure.

18. (a) As a condition of your booking you agree and acknowledge that all and any personal data you provide to us, whether relating to you or to any other member of your party and whether on the booking form or otherwise, may be forwarded to the Owner. We may also pass your details to our or the Owner's subcontractors if that is reasonably necessary to deliver the services at the property.

(b) We may also use the data provided to inform you of news, offers or other services that we think may be of interest to you and may pass your data to other companies within our group of companies for the same purpose. We will not however pass your details to any other third party. If you would prefer that your data is not used in this way please contact us by email at karen@stayinthehavens.co.uk or in writing to Stay in The Havens, 47 Puffin Way, Broad Haven, Haverfordwest, Pembrokeshire, SA62 3HP.

19. In the unlikely event of a problem arising during the hire period, you must let us know as soon as possible in order to give us an adequate opportunity to address the complaint. If a problem arises outside normal business hours, we ask that you telephone Karen Griffiths on (01437) 781614 and leave a message, setting out the details of the problem and a contact telephone number. If the problem is concerning the property itself, please contact us whilst you are still at the property so that this can be addressed whilst you are at the property. If a complaint regarding the property is not raised until you have left, the Owner and/or we are unlikely to be able to verify this, you will not be entitled to any remedy or compensation. If a complaint is raised by you as soon as the problem arises (and in any event during your stay) we will use all reasonable endeavours to rectify the matter but no guarantee is offered that this can be rectified during your stay. If we are unable to rectify the matter of the complaint you acknowledge and agree that no refund will be provided by us or the Owner. If you are dissatisfied with any aspect of our service more generally, please let us know as soon as possible and in any event within 14 days following the end of the hire period.

20. Whilst we or the Owner will do what is reasonably practicable to try to rectify any mechanical or electrical problem once we have been made aware of it in accordance with condition 19, no refunds will be

given and neither we nor any property owner will have any liability whatsoever in respect of mechanical or electrical failures.

21. All comments left for or photographs sent to us or the Owner may be used (free of charge) in any marketing material. The pictures will be credited with the name on the accompanying correspondence where possible.

22. You are completely responsible for your personal belongings during your stay and no liability can be accepted by the Owner or us for any loss or damage. If any articles are left behind, you should contact us or the Owners as soon as possible that these can be searched for. If lost items are found they can be forwarded on receipt of a minimum handling fee of £10.00 per item from you. Items which are not claimed or where a handling fee is not paid will only be kept for 4 weeks before being disposed of.

23. Neither we nor any property owner will have any liability whatsoever for any curtailment and/or cancellation of your holiday and/or any other detriment which results from any event outside our reasonable control, including but not limited to weather conditions, power cuts, road works and governmental action.

24. Nothing in these conditions will limit or exclude any liability for death and/or personal injury caused by negligence or for any other matter in respect of which it would be illegal or unlawful to do so.

25. This agreement is made on the basis that the property is to be occupied by you for a holiday as set out in the Housing Act 1988 Schedule 1 paragraph 9 and you acknowledge that the tenancy granted by this agreement is not an assured tenancy and that no statutory periodic tenancy will arise when it ends.

27. In all disputes and interpretation of this Contract, English and Welsh law will apply and the parties submit to the non-exclusive jurisdiction of the English and Welsh courts. If a court finds that any of these booking conditions are void, illegal or unenforceable, in whole or in part, the remainder of the conditions will continue to be valid and have full force and effect.