



Contract - Terms and Conditions for Rentals at Waterwynch House

1. DEFINITIONS

In these conditions the Client is the person who has made arrangements with the Owner or the Owner's Representative as the principle contact or party leader and is the first-named person on the Booking Form.

The Owner, The BEK Partnership trading as Waterwynch. (Where the term Owner is used in this document it is taken to mean Owner or Owner's representative/letting agent).

The Property is as named: Waterwynch House, Narberth Road, Tenby, Pembrokeshire SA70 8TJ

2. MAKING A RESERVATION

When you submit a booking via our online reservation system you will receive an automatically generated booking summary by email to the email address you provide in the booking form. This does not form a contract between us. A contract shall only arise when your booking is subsequently confirmed in writing via a letter of confirmation sent to you by post or email.

At the point of making a provisional booking, the Client shall receive a copy of the Terms and Conditions. At this point either the deposit of 30% of the rental amount or the full rental payment (should the booking be made less than eight weeks prior to the rental) shall be due. 14 days prior to the start of your stay the Owner will require a returnable cautionary deposit of £1000.00.

3. CONFIRMING A BOOKING

To confirm a booking the Client must acknowledge that they have read and accept the Terms and Conditions of the rental. The Client is deemed to have accepted the Terms and Conditions on behalf of all the members of the party which binds them jointly and severally to the terms therein. Once the Owner has received payment as above the booking is deemed confirmed.

4. PAYMENT OF BALANCE

Payment of the balance of the accommodation cost is due in cleared funds a minimum of 8 weeks prior to the arrival date. It is the Client's responsibility to ensure that payment is received by the due date. Non-payment of the balance will be deemed as a cancellation and a cancellation fee of 30% of the unpaid amount shall be due and owing to the owner. The Owner either accepts payment by online transfer.

5. PAYMENT OF CAUTIONARY DEPOSIT

A Cautionary Deposit of £1000 is required to cover costs resulting from the action or inaction of the Client or a member of their party such as (but not limited to): the property being left in an unreasonable or unsecured state, loss or non-return of keys, neglect or damage to the property, damage or loss of contents and/or any extra or excessive cleaning required.

6. REFUND OF THE CAUTIONARY DEPOSIT

The Cautionary Deposit will be refunded within seven days of your departure from the property less any costs incurred. In the event of damages attributed to the Client or a member of their party during their stay the Owner shall notify this to the Client as quickly as reasonably possible together with any evidence provided by the Owner. The cost of any remedial action shall be deducted from the Cautionary Deposit and the balance refunded to the Client. In the event that rectification for losses or damage caused by the Client or a member of their party exceeds the Cautionary Deposit held, the Owner shall notify the Client of any additional cost over and above the Cautionary Deposit and for this reason

adequate personal liability insurance is strongly recommended. The Client is responsible for providing the Owner with their correct bank account details.

7. VAT

The Owner is registered for VAT and therefore VAT at its prevailing rate is included within the rental sum.

8. BOOKING AMENDMENTS

By agreeing to the Terms and Conditions the Client warrants they will not sell or transfer the booking to another party. The property should not be used for commercial purposes by the Client without prior permission from the Owner.

9. USE OF PROPERTY

The Property will be used for personal and domestic purposes only. The property shall not be used for any commercial purposes without our written consent. We reserve the right to refuse entry to the entire party if these conditions are not observed. Occasionally we may offer a Client a reduced rate for a smaller party and this is dependent on a limited number of bedrooms and bathrooms being made available for the duration of the stay. Should a Client paying a reduced rate use extra bedrooms then the Client agrees that the full cost of the accommodation may become due and this additional cost will be deducted from the Security Deposit. If the additional cost is greater than the Security Deposit, the Client authorizes Owner to debit any card details held for the Client with the appropriate charge.

10. BOOKING CANCELLATION POLICY

A booking can only be cancelled prior to the accommodation start date and, once cancelled, cannot be reinstated. A new booking will need to be made. The Client must inform the Owner in writing of the wish to cancel the booking and where cancellation notice is received after the deposit has been paid and not less than eight weeks prior to the booking start date, then the deposit is forfeited. Where cancellation notice is received after the balance is either due and/or has been paid and is less than eight weeks prior to the booking start date the Client shall be liable for the full cost of the booking. However if the Owner is able to re-let at short notice for part or full term of the booking period, Owner will refund the Client the amount received for the re-letting, up to the value of the amount the Client paid, less the deposit, and the full rental amount of any period not re-relet.

11. BOOKING CANCELLATION BY THE OWNER

It is extremely unlikely that the Owner cancels a confirmed booking. If, however, for reasons beyond the reasonable control of the Owner the property is no longer available, the Owner reserves the right to cancel a booking. In this event the Owner will inform the Client as soon as possible. Provided that the cancellation does not arise from reasons of Force Majeure all monies paid by the Client will be refunded.

12. ARRIVAL AND DEPARTURE TIMES

The rental starts from 16.30 on the day of arrival and terminates at departure by 10.00 on the day of leaving. The premises must be clean, tidy and vacated by this time. Changes to these times can be requested prior to arrival but are subject to confirmation from the Owner and may incur a charge.

13. PARTY SIZE AND MEMBERS

The limit on the maximum number of guests that can be at the property is either 18 adults and 10 children or 22 adults (excluding babies in cots). The number of guests at the property must not exceed this limit except with prior written agreement from the Owner. Admittance to the property may be refused or the Client may be asked to vacate the property immediately if this condition is not observed. Party members are those detailed on the Booking Form/Housekeeper's Questionnaire completed by the Client. If the Client alters the party without prior agreement from the Owner or if additional Clients are given unauthorised access to the property, then any additional costs incurred will be deducted from the Cautionary Deposit. The Property has external CCTV cameras, if footage shows that more guests have entered the property than the maximum number allowed a charge maybe deducted from the Cautionary Deposit. The Owner reserves the right to refuse admission to the property or to ask the Client to vacate the property with immediate effect if the Client fails to adhere to this condition.

14. ADDITIONAL REQUIREMENTS

A Client requesting additional services such as extra cleaning or catering is required to arrange these as far in advance as possible of the arrival date. All additional requirements are subject to availability and are not guaranteed.

15. CARE OF THE PROPERTY

The Client is legally obliged to take all reasonable and proper care of the property including buildings, gardens, fixtures, fittings, furniture, pictures and other effects in or around the property and shall leave them in the same state of repair, location and condition at the end of the rental period as found at the beginning.

- ◆ Client also must not erect marquees or any other temporary structure within the grounds of the property. In the event of any damage to property or equipment during the stay, the Client is required to notify the Owner.
- ◆ The Client shall leave the property in a clean and tidy condition which includes all washing up and placing all rubbish in the appropriate outdoor waste and recycling bins. The Council will refuse to empty bins if recycled materials have not been placed in the correct bins, if caretakers are forced to separate recycling then a deduction will be made of the time costs of sorting the rubbish and taking it to the tip from the Security Deposit.
- ◆ It is not acceptable to move furniture within the property. If items of furniture, such as beds, tables, sofas are found to have been moved and not put back in their rightful place a charge may be made against the Cautionary Deposit for the cost of rectifying the position.
- ◆ Damage to Linen and Towels will be deducted from the Security Deposit, this includes stains caused by Fake Tan, Make-Up, Blood or any other substance that cannot be removed by regular washing.
- ◆ The sewage system at Waterwynch is only effective if used properly. Guests must not flush anything other than toilet paper down any w.c in the house. Nappies, Sanitary products, condoms, facial wipes, baby wipes etc will cause a blockage to the sewage system and this will result in a deduction for the cost of rectification being taken from the Cautionary Deposit.
- ◆ Clients will not decorate walls or woodwork with banners, balloons or pictures, any marks caused by drawing pins, sellotape or blu tac or any other product such as Fake Tan that require retouching by re-painting or partial re-painting will be deducted from the Cautionary Deposit.
- ◆ Chinese lanterns are not allowed at the property.
- ◆ Fireworks require the advanced written consent of the Owner and in any event will only be authorised if being provided by a professional firework company.

The Client agrees to respect their surroundings and not to disturb or otherwise annoy the occupants of neighbouring properties. The Client also agrees to adhere to any specific noise restrictions in place at the property. The Owner reserves the right to enter the property to investigate concerns relating to the care of the property or to disturbances. The Owner is within their rights to request that Clients vacate the property with immediate effect if it is found to be in a neglected or damaged condition. Failure of the Client to exercise reasonable care may result in deductions being made from the Cautionary Deposit.

16. PERSONAL BELONGINGS

The Owner cannot accept any responsibility or liability for loss of or damage to any of the Client's personal items, belongings or vehicles, however caused. If the Owner is required to enter the property during a stay (e.g. to make urgent repairs or cleaning) the Client is advised to ensure that a member of their party is present; if this is not possible, the Client has the right to decline services at their discretion but no refunds shall be given for services not used. It is the Client's responsibility to ensure all their belongings are removed from the accommodation at departure. Owner accepts no liability in respect of any items left behind. All lost property items found by the housekeeper will be kept for a maximum of 12 weeks awaiting collection. For all lost property items not collected by the Client a £15 handling fee and the full cost of postage and packaging will be charged for each item returned on request to the Client using a postal or courier system

17. LINEN

All beds booked will be made up with clean bed linen, and towels for each guest will be supplied. Should the Client make a separate arrangement with the Owner for additional persons to be allowed to stay in the property, over and above the normal maximum, the Client and the Owner together shall make an agreement over bedding supply. Sun cream, fake tan,

waterproof make-up, glitter and hair dye can call cause permanent damage to bedding, linen and towels. The Owner asks that the Client take care when/if using these products. The Owner recommends that Clients planning to use such products during their stay bring their own spare linen to prevent damage to items within the property. If damage/staining does occur and the items cannot be cleaned, a charge may be levied from the Cautionary Deposit to replace these items.

18. SMOKING

Please note that with the exception of the Billiard room and the Bar, Waterwynch House is a non-smoking property. Clients failing to adhere to this condition may forfeit the Cautionary Deposit. Smoking may take place outdoors but cigarette ends must be thoroughly extinguished and discarded in the waste bins.

19. PETS

Subject to notification being provided at the time of booking, dogs are welcome at Waterwynch. Dogs are to be kept under control at all times. The Client is responsible for any damage caused by pets whether inside or outside the property. If extra cleaning is required as a result of a Client having pets including clearing pet faeces from the grounds this may be deducted from the Cautionary Deposit. The Owner reserves the right to refuse admission to the property or to ask the Client to vacate the property with immediate effect if the Client is found to have brought a pet to a property without the express written agreement of the Owner. Pets are not permitted into bedrooms or on the furniture at any time. The Owner can accept responsibility for pet safety. Clients are not to leave pets unsupervised at the property at any time. Clients shall dispose of all pet faeces in a clean and sanitary manner.

20. AUTHORITY TO SIGN

The person who completes the Booking Form certifies that they:

- Are authorised to agree the booking conditions on behalf of all persons included on the Booking Form including those substituted or added at a later date, and binds them jointly and severally to these terms.
- Are over 18 years of age
- Agree to take responsibility for the party members occupying the property.

21. INSURANCE REQUIREMENTS

Although not mandatory, the Owner strongly advises the purchase of holiday insurance, which at least includes holiday cancellation cover for the value of their booking, for their own peace of mind. The Owner shall not be liable for circumstances that may prevent you accessing the property (see Force Majeure). Clients are legally responsible for any damage caused by them during their stay at the property so it is strongly recommended that any insurance cover includes losses due to personal liability claims.

22. PROPERTY STANDARDS

It is recognised by the Client that the property is a family home and it is agreed that the Client will take all due care of the Owner's belongings and respect any areas which the Owner has requested are not used by the Client and their party.

23. PROPERTY MAINTENANCE ISSUES AND COMPLAINTS

The Client must report any pre-existing damage noticed upon arrival within 24 hours. If any issues arise during the stay the Client must contact the Owner as soon as reasonably practical for the issue to be investigated and, if required, to take any remedial action. If an issue is not reported and the Owner is denied an opportunity to investigate or rectify a problem during the holiday, then the Client will have waived all rights in the matter.

24. PRIVACY POLICY

The Client agrees not to exploit for commercial purposes any photographic or moving images of the property, under any circumstances.

25. LIABILITY

The Owner shall not be liable for any accident, damage, loss, injury, expense or inconvenience, whether to person or property, which the Client or any other person may suffer or incur arising out of, or in any way connected with, the rental accommodation unless the Owner has been negligent. In addition, the Owner accepts no liability for loss of or damage to

a Client's possessions on the Owner's property or land. Nothing in these conditions excludes or limits the liability of Owner for death or personal injury caused by Owner negligence; or for any matter which it would be illegal for Owner to exclude or attempt to exclude their liability.

No term of the Contract is enforceable under the Contracts (Rights of The Third Parties) Act 1999 by a person who is not a party to the Contract. If the Property becomes unavailable or unusable for some reason prior to the date of a booking, then our obligation will be to (1) use our best endeavour to find a suitable alternative property, or failing which (2) to reimburse you for any monies paid.

26. FORCE MAJEURE

The Owner cannot accept any liability or pay any compensation where the performance of their contractual obligations is prevented or affected by circumstances amounting to force majeure. Force majeure is any event which the Owner could not, even with all due care and attention, avoid. Such events may include war or threat of war, civil strife, natural or nuclear disaster, industrial dispute, terrorist activity, fire, adverse weather conditions, unforeseen local building or road works, unplanned suspension of local services such as power, water and internet supply, unavoidable technical problems with transport and all similar circumstances beyond his control.

27. PRICING

We reserve the right to change the advertised prices of our properties at any time without prior notification. We will confirm the price of your holiday at the point of booking and the price agreed for the Property (excluding any extras), as specified on the booking form will remain firm and will not be changed under any circumstances. Prices are inclusive of VAT where applicable.

28. SAFETY

Clients must accept responsibility for their own, their guests and their children's safety at all times whilst staying Waterwynch House and its grounds. Children should not be allowed to roam unsupervised around the grounds or beach or be left unattended at any time. You must accept responsibility for the safety of your children.

29. RIGHT OF ENTRY

Owner will be allowed the right of entry to the accommodation at all reasonable times for housekeeping and to inspect and undertake any necessary repairs or maintenance.

30. OUR WEBSITE

Reasonable care has been taken to ensure that the content of our website (and/or other means of promotion or advertising) is correct but it is subject to amendment at any time without notice. All content on our website (and/or other means of promotion or advertising) is published in good faith. Our website may link to other websites and we are not responsible for the data policies, content or security of these linked websites. There may be small differences between the actual accommodation and its description as we are always seeking to improve services and facilities. Occasionally, problems mean that some facilities or services become unavailable, and if this is the case we will tell you as soon as reasonably practical after we have been made aware of the situation. Similarly we cannot accept responsibility for any changes or closures to local area amenities or attractions mentioned on the website or advertised elsewhere.

31. BREAKAGES or DAMAGE

In the event of breakages, damage or the need for additional cleaning you shall reimburse us for replacement, repair or extra cleaning costs incurred. These costs will be deducted from your Cautionary Deposit, but are not limited to that amount. You will be invoiced for any costs above the amount of the Cautionary Deposit.

32. FACILITIES & SERVICES

Owner will make every effort to ensure that guests enjoy a peaceful stay, however we cannot guarantee or be held responsible for any failure or interruption of, services to any property, including electricity, water or any damage to telephone, sky or terrestrial TV, broadband, internet and other communications, including disruption or noise caused as a

result of repair works being carried out in the immediate vicinity. Where we are made aware of such failure or interruption we will endeavour to rectify such services within a reasonable period of time.

While we will make every effort to ensure the service is available at all times, we are unable to guarantee any internet or broadband connection, also where a fault is deemed to be associated with the users' hardware or software no support will be available. We are not responsible for loss or damage to guests' computers or software at any apartment or while connected to a network service. Guests must not use the broadband connection at the property for illegal or immoral purposes and we reserve the right to pass on any records to the authorities if required.

33. THIRD PARTY CONTRACTORS

Owner include a number of suppliers on www.waterwynch.com and can accept no liability for any goods or services provided by these suppliers. The Client should check that they agree to the suppliers' own terms and conditions before trading with them.

34. RESIDENCE STATUS

The Property is to be used as holiday accommodation for you, or your organisation. It is not for use as the principal, additional home or residence of guests; you will not be entitled to a tenancy or an assured short hold or assured tenancy. No relationship of landlord and tenant is created and no statutory security of tenure exists now or when the period of occupation ends. If you or any member of your party fails to vacate at the end of the period you will be charged the appropriate accommodation charges for the continued period of occupation and this will be deducted from the Cautionary Deposit. No persons other than the guests' have the right to use the property. These conditions constitute an excluded agreement under S(3A)(7)(a) of the Protection from Eviction Act 1977 (as amended) and cannot be construed as an assured tenancy under the Housing Act 1988 (as amended).

35. BREACH OF CONTRACT

If any of the above conditions are breached by the Client or any member of their party, the Owner reserves the right to enter the property and request that the party leave the property with immediate effect.

36. GOVERNING LAW

This agreement is governed by English law with English Courts having exclusive jurisdiction.