

*Self-Catering entire Suite
shared Holiday Accommodation at
Bryn Y Garreg Farmhouse, Llangadfan, Welshpool, Powys SY21 0QH*

TERMS & CONDITIONS

(20 September 2024)

When you make a booking with us you will receive a confirmation, by email, to the email address you provide on the booking form. If you do not receive this, please check you have given the correct email address and/or check your spam/junk mail. Those with a Hotmail (and some other) accounts sometimes find our emails get tangled up in their spam filter. **IMPORTANT:** If this happens to you, please be sure to amend your junk mail settings to allow future email correspondence from us with regards to your booking. This forms a contract between us, but we reserve the right to cancel or refuse any booking should we choose to do so without explanation.

The Contract: The contract for a short-term holiday rental will be between Iris Males, owner (referred to as us or the owner) and the person making the booking and all members of the holiday party (referred to as, you or your) in the following booking conditions. UK law will govern the contract. The contract of hire is not effective until we have received the deposit (or balance — whichever is due at the time of booking). The contract will be subject to these booking conditions and must be complied with. The party leader must be at least 18 years of age at the time of booking and the booking form must list names (and ages if children are included) of your party. Sub-letting is not allowed. This is important for insurance purposes. The named booker is responsible for all payments and must ensure that accompanying guests receive a copy and abide by our Terms & Conditions. The named booker is responsible for forwarding to other members of their party any correspondence sent by us in relation to their booking. **Payment:** Bookings are confirmed on receipt of the booking form and a deposit of 25% of the accommodation cost (or the balance if within 6 weeks of the holiday date). Accommodation will not be reserved without the appropriate payment. You will receive an email thanking you for your booking when both has been received. The balance of the rental (plus a £100 refundable security/damage deposit) will be due for payment 6 weeks prior to the holiday commencement date at the latest. The balance due date will be shown on your booking summary. Non-payment of the balance by the due date shall be construed as a cancellation of the contract by you and we reserve the right to cancel a holiday where payment has not been received 6 weeks before the commencement date. If the booking is made within 6 weeks of the holiday start date, then the full rental price will be required. No entry to properties will be allowed without payment, in full, being cleared beforehand.

Non communication will result in the booking being automatically forfeited. Failure to make full payment of the balance in the time period stated above will result in the booking being cancelled and the deposit being forfeited unless pre-arranged between the Hirer and us.

All payments will be acknowledged by us and payment reminders sent by email. Please check your junk mail, especially if you have a Hotmail email address.

Security/Damage Deposit: A refundable security deposit of £100 will be added to your balance. You are legally bound to reimburse us for replacement, repair or extra cleaning costs on demand. Your security deposit will be refunded to you within 7 days of departure providing we have not had to deduct from it in respect of a breach of our Terms & Conditions, any damage, breakages or additional cleaning to the cottage(s), premises or its' facilities.

Cancellation and changes by you: All cancellations must be requested by email to LVAC.wales@gmail.com. We will respond within 24 hours. If you do not receive a response within that time, please contact us by text message on 07942 861647 or ring us on our landline 01938 820407 within a further 24 hours to ensure we have received your request.

If you cancel up to 42 days prior to check-in your deposit will be refunded less a £50 per booking administrative charge. If you cancel from 42-8 days before check-in attempts will be made to re-let the property by us for the period of the booking. If re-letting the property is successful for the whole period, all the monies paid less an administrative charge of £50 per booking will be refunded. If re-letting the property for part of the period booked is successful, an amount equal to the money paid by the Guest less the rental for the period which is not re-let and an administrative charge of £50 will be refunded. If it has not been possible to re-let the property at all then all monies paid by the Guest shall be forfeit to us. All reimbursements will be made on the scheduled check-out date of your original booking. If you cancel 7 days or less prior to check-in or if you decide to leave the property before your scheduled check-out day all monies paid by the Guest shall be forfeit to the owner.

Cancellations due to Covid-19 (or variant of)

Bookings that cannot legally go ahead due to Government restrictions will receive a credit voucher for the fees paid to enable the Guest to rearrange their booking. Cancellations due to government lockdowns or guidance including Tiers will be checked on the home address provided by the Guest at the time of booking. The above guarantee does not cover you (or members of your party) for being unable to travel because you (or a member of your party) fall ill with Covid, or are required to quarantine or self-isolate. These events can be covered by you (and your party members) by taking out travel insurance. There are a number of policies that include cover for illness with Covid and self-isolation (examples below) or you can look for suitable cover on comparison websites.

We are not selling, promoting, endorsing or recommending any particular product and do not benefit financially from, nor have any formal relationship with, any of these providers:

Coverwise Allianz Assistance Trailfinders

It is strongly recommended that Cancellation Insurance is purchased at the time of booking.

Change of Dates or Property Booked: Once a booking has been accepted it can only be changed to another property &/or date by treating the original booking as a cancellation.

Cancellation and changes by us: We do not expect to have to make any changes to your booking, but sometimes problems occur, and bookings have to be changed or cancelled or errors corrected. If this does happen, we will contact you as soon as is reasonably practicable, inform you of the situation and refund payments already made.

Circumstances beyond the control of the owner (Force Majeure): If for any reason we have to cancel your booking in advance due to circumstances beyond our control for example fire, flood, exceptional weather conditions, epidemics/pandemics*, destruction/damage to the property ("force majeure) you will be refunded the full amount of the booking. If we have to terminate your holiday early for the above reasons you will be refunded part of the accommodation costs based on the time remaining of the booking. This will be the full extent of the liability of the Owners. No additional compensation, expenses or costs will be payable.

*In the event of an epidemic/pandemic we will follow Government policy strictly and inform you accordingly. We expect you to also comply with Government guidance including vacating the property and returning home from your holiday early should it be deemed necessary (see below).

Liability: As far as the law allows, Iris Males shall not be liable to you or your party for loss, damage or injury to you or any of your party or your/their property or vehicles as a consequence of this agreement or the occupancy following thereon. You indemnify Iris Males and any other person on the property related against loss, damage or injury sustained to the property or any persons as a result of any breach of these conditions or arising from the fault of you or any member of your party.

Right of entry: We shall be allowed reasonable right of entry to the property at all reasonable times for purposes of inspection or to carry out any necessary repairs or maintenance.

Accuracy of details: The website is as accurate as possible but cannot be warranted, nor do the descriptions form any contract. Whilst every effort is made to ensure accuracy of property descriptions and images, the facilities, furniture and services may alter. We reserve the right to alter or improve any of the subjects without notice.

Arrival & Departure: In order to prepare the cottages between hirers, we ask that you arrive after 4.00pm and leave by 10.00am on your departure date. Failure to adhere to the above times will result in you being charged a further days rental. You must not use the property except for the purpose of a holiday during the holiday period, and not for any other purpose or longer period. The agreement to stay in the property for the holiday period, does not create the relationship of Landlord and Tenant between the parties. You shall not be entitled to a new tenancy, or to any assured short hold or assured tenancy or any statutory protection under the Housing Act 1988 or other statutory security of tenure now or at the end of the holiday period.

Your obligations: Once your deposit is paid you have entered into a contract with Iris Males and you are bound by our T&Cs and agree to the following:

- a) To complete and adhere to the information given on your booking form. Once your deposit is paid your booking is considered definite and you are bound by our T&Cs.
- b) To pay your balance on time. If your balance is not paid on time you are in breach of contract and your holiday will be cancelled.
- c) To advise us of immediately of any breakages, losses or damage caused by you to the property or its' facilities, the cost of which may be deducted from your security deposit.
- d) To take all reasonable care of the property and its' facilities and leave it in a clean and tidy condition at the end of your holiday. You will be responsible for any additional cleaning costs (if incurred) which may be deducted from your security deposit.

- e) To inspect the property on arrival and inform us of any problems with the facilities within 12 hours of your arrival to enable us to try to rectify the issue(s) concerned.
- f) To permit us reasonable access to the property to carry out urgent maintenance.
- g) Not to sublet or share the property except with the persons included on the booking form or subsequently included by agreement. The maximum number of persons allowed and paid for at the property must not be exceeded. We reserve the right to terminate hire without notice and without refund where this condition is breached.
- h) Not to do or omit to do something which may be or become a nuisance to the Owners accommodation or property.

Numbers of Guests & Pets & Change of Guests: The number of persons and pets occupying the cottages and the number of horses being brought must not exceed that stated on the Booking Form, unless agreed previously, by email, with the owners. Should it be necessary to change the name of guests attending your holiday please advise us by email, together with any change to the bed set up previously requested, at least 24 hours prior to your check-in date. Should you wish to bring additional dogs and/or horses please advise us by email at least 24 hours prior to your check-in date.

Access: From the B4395 turn into a single-track country lane with passing places. Watch out for some potholes and free running farm animals i.e. chickens and the odd neighbouring sheep. Please drive slowly and carefully.

Parking: is provided via a dedicated guest car park a short distance from the farmhouse. Please be aware you are parking at your own risk, and we cannot be held responsible for any loss, damage or theft that may occur.

Electric car charging: We do not provide electric car charging on site. It is forbidden to charge your electric car via extension leads anywhere on our farm. This invalidates our insurance. For fast charging in the local area: <https://www.zapmap.com/>

Dogs: Well behaved, fully house-trained dogs are most welcome at £15 each per stay but they must be contained to the ground floor only and not be allowed on or in the beds. A charge will be made if additional cleaning is required and/or as a result of evidence to show your dog(s) have been on our bedding.

Please bring throws if you allow your dogs on the lounge furniture. Dogs must not be left unattended in the accommodation at any time unless they are kept in a crate and/or the Owners have been consulted in advance and agree. We are happy to provide a crate for £5 per crate for the duration of your stay.

We take pride in our accommodation. Please clean up after your dogs, particularly if they are moulting and when they foul on the grounds (a bin is provided for the latter).

Dogs Outside: are required to be kept on a lead at all times - without exception. This is due to our horses and other livestock on our farm and in the immediate vicinity. If your dog causes any life stock injury/death/abortion to our horses or sheep or any of the above to any of our neighbour's sheep, you will be liable for any bill arising from the assault i.e. vet bills, treatment or replacement costs, etc. Sheep farming is the main income stream for a lot of our neighbours and free running dogs which 'worry sheep' are legally allowed to be shot on sight.

All dogs must be up to date with flea and tick treatments (natural remedies are accepted). Dogs with contagious conditions such as kennel cough, fleas etc must not, under any circumstances, be brought onto the premises. Should it be necessary to close our accommodation due to flea infestation you will be liable for the cost of treatment to deal with this together with our loss of income resulting in closure of the accommodation until such time as it is deemed safe to let again.

Horses: Use of DIY livery is charged at £20 per night for each stabled horse and £10 per night per field kept horse/turnout. Horses must be fully insured with public liability insurance for any damage they may cause, a copy of which is required with initial booking, clearly showing owners address, and insurance dates. You warrant to us that your horse is in a state of good health and free from any infectious disease at the time of booking and during their stay. They must also be of a reasonable demeanour and temperament. Hats and suitable footwear must be worn when handling and riding horses on the property unless you have a medical exemption. If it is necessary to call a veterinary surgeon, you will be liable for any such fees. In the event that your horse passes away during your stay, it will be your responsibility to organize and pay for its removal.

Use of the livery including the use of the field, stable or store shed only. Stabling and storage of your animals, tack equipment and vehicle is entirely at your own risk and they remain your responsibility at all times. Additional charge for hay and bedding (shavings). Please request in advance.

Assisted livery can be arranged for an extra charge. Please give us as much advance warning as you can.

We accept no responsibility for any damage caused to you or your horse for anyone or anything either on or off our premises. Riding on forestry, green lanes or roads are ridden entirely at your own risk. We do not accept any responsibility for any incident, accident or injury occurring in such places. In the event of any accident or injury,

we should be notified immediately, and an Accident Report form completed. Riders under the age of 16 years old must be accompanied by adults at all times when riding out

Grazing is normally available, but we reserve the right to withdraw grazing when necessary to preserve the conditions of the fields. Please note that all horses always remain the responsibility of their owners. Liability is not assumed in any way whatsoever by us.

Payment of Extras: Any incurred payments of extras such as outdoor school, hay, shavings etc. must be paid for IN CASH before departure.

Neighbours: Guests are asked to please respect our neighbours who live next door to the guest car park (and their dogs).

Internet: We do not provide any internet for guests at this property. In exceptional circumstances we will be able to provide you with a TP link ethernet enabled wired connection temporarily. We clearly market and operate a wireless free policy across our entire farm which we expect you to adhere to during your entire stay. The exception is our guest car park. Here you can enable your devices at any time, i.e. mobile phone, laptop etc. and use internet roaming should you need to make contact with people elsewhere.

Horse Trailers: can be dropped off in the main farm yard, due to lack of space in the guest car park. However, cars, pick-ups, trucks etc will have to be parked at all times in the guest car park provided.

Loss or Damage: Iris Males, her employees and her representatives shall not be liable to you or your party for loss or damage to your property howsoever arising. You must take all necessary steps to protect and safeguard your personal property. The Owners cannot accept responsibility for personal injury, theft or damage to cars, bikes, horse drawn carriages etc. Driving to/from the property and parking is at the Hirers' risk.

Cleanliness & Care: The Owners endeavour to maintain high standards of comfort and cleanliness at all times and have a limited time to clean the accommodation in preparation for the next guests. Therefore the Hirer must undertake to keep all furniture, fittings and effects in the same good condition as they were found. This includes leaving the oven/fridge/freezer clean and free from grease, dishwasher emptied with clean dishes/cutlery put away, placing rubbish & recycling in the appropriate marked boxes/bins.

In particular, if your dogs are prone to moulting, please make every effort to clear this before vacating the property — a Hoover, brush, mop and cleaning products are provided. If the accommodation is found in a poor state The Owners reserve the right to charge extra for any additional emergency cleaning required and may refuse future bookings. You must not use the properties for any dangerous, offensive, noxious, noisy, immoral activities or carry out any act that may be a nuisance or annoyance to the Owners who share the property with you.

Accidents & Breakages: The Owners ask to be informed of accidents and breakage to any part of the accommodation or facilities provided. This should occur at the time of the accident or breakage to be able to repair or replace in time for the next booking. The Owners reserve the right to charge for any non-trivial damage howsoever caused (although we would not charge you for the odd glass or plate we would like to be told so at the time of breakage so that we can replace in time for following guests). Should any damage, breakages or excessive cleaning bill exceed the amount paid within your security/damage deposit you will be invoiced in full and asked to pay by return. In the event of any dispute regarding this we will take the necessary steps for settlement through the courts, providing photographic evidence as proof.

NEW Fire Safety Regulations for Self-Catering (1 Oct 2023)

OUR OBLIGATIONS

New fire regulations for self-catering accommodation came into force on 1st Oct 2023. We are following the guide published by the Welsh Government and have taken/will be taking the appropriate measures to mitigate fire risks which includes:

We have conducted a Fire Risk Assessment (FRA) to record fire hazards and have taken action to either remove those hazards or reduce risk from those hazards.

YOUR OBLIGATIONS are to comply with the following to reduce fire hazards:

- 1) Do not use candles or tea lights in the cottage (we do not provide them)

- 2) Follow our NO SMOKING policy: No smoking indoors in the cottage. If smoking outdoors cigarette butts must be kept in a screw top jar outside of the property.
- 3) You must not interfere with fire alarms and/or emergency lighting.
- 4) Your cottage has a woodburning stove - a lighter or matches and fire lighters must be kept in the tin box (with lid on) provided.
- 5) Domestic waste should not be left in exit routes.
- 6) Personal belongings i.e., dog crates etc should not obstruct the exit routes.
- 7) Combustible materials must be kept clear of ignition sources. This means that you MUST NOT charge e-bike batteries in the Farmhouse. Please ask us where you can charge your e-bike batteries and similar items.
- 8) You must not store your bikes or other large objects in the Farmhouse. We have separate storage for these and other large items. Please ask.
- 9) You must ensure that any personal items are not left charging overnight or when you are not in the Accommodation. Please ensure all electrical appliances (excluding fridge-freezer) are switched off when you are not in the accommodation.
- 10) Please switch off the hob/cooker at the wall switch when not in use and do not leave any items on top of the hob.
- 11) Please take care to ventilate the area when cooking.
- 12) Whilst small personal items such as phone chargers, lap-tops and hair related electrical products are allowed, any other electrical items are not permitted without prior permission. Charging of electric cars is not permitted on site.

IN THE EVENT OF A FIRE

Immediately alert all occupants in the house including the owners & exit the accommodation post haste. Do not try to fight the fire.

Raise the alarm by dialling 999 and notify us on 07942 861647 if we are not in.

State your location and our address: Bryn Y Garreg, Llangadfan, Powys SY21 0QH

IN THE EVENT OF A FIRE ALARM GOING OFF (because of burnt toast etc)

Open windows and doors

Identify which alarm is going off

Contact us on 07942 861647 if we are out or just knock on the door and we will be able to sort it out for you.

Fireworks & other banned items: Fireworks are not allowed due to pets and the surrounding livestock. Chinese night lanterns, dye (including hair dye), products containing bleach (excluding toilet cleaner) and felt pens must not be used in the accommodation during your stay.

Smoking is not permitted under any circumstances inside the properties. If you smoke outside, please do not leave cigarette butts on the ground or grass. Drugs are not permitted anywhere on the premises. Guests will be asked to leave with immediate effect and without recompense if we believe there has been smoking inside the cottage &/or if drug taking is found anywhere on site and your security deposit will not be returned. If we believe there has been smoking inside the accommodation you will be in breach of contract and The Owners reserve the right to charge for any additional cleaning and/or loss of business should the following booking have to be cancelled as a result or should the following guests complain and request compensation.

Complaints: Every effort has been made to ensure that you have an enjoyable stay. However, if you have any problems or cause for complaint, it is essential that you advise us immediately to give us the chance to resolve it. We value your custom and want you to return. We are usually on site and will do our best to resolve any problem. No refunds/compensation will be made if problems/complaints are only notified at the end of or after the hire period.

Law: Any disputes you may have with us are dealt with by the courts of England and Wales only.

General: Whilst every effort is made to provide the amenities advertised no liability will fall on the owners should restrictions be applied in the event circumstances outside their control.

Privacy statement

When you book with us we collect your personal data via our booking form as we have a legitimate interest in these details under Article 6(b) of the GDPR 2018 in order to effectively administrate for your holiday. We use your data in order that we can contact you in respect of your holiday and ensure that the cottage is set up for the appropriate number of guests and pets. We are the only people who have access to it. We will not share your data with any third parties, and we will not send you marketing emails without your consent which you may retract at any point by emailing LVAC.wales@gmail.com. For the purposes of demonstrating to the UK tax authorities the legitimacy of our

bookings and income, we will store your data for 7 years and it will be deleted at the beginning of the 8th tax year from your stay with us.

Arrival and entry: We will welcome you on your arrival and show you to accommodation. For unloading purposes, you are welcome to park up right outside our farmhouse gate before parking in the guest car park.

Towels: We provide bath and hand towels as well as bath/shower mats

Dog towels: Please bring your own and take them away with you at the end of your stay.

Kitchen supplies: We will provide some washing up liquid, a washing up brush and sponge plus 2 tea towels. In addition, we provide tea bags, coffee, sugar, milk, salt & pepper, vinegar and a variety of cooking oils amongst other things.

Toilet rolls: We provide 2 toilet rolls in each bathroom.

Hand wash: There will be hand wash at each sink.

Recycling and food waste: Please follow the strict recycling and food waste guide instructions in the welcome pack and use the boxes provided.

Check out and departure:

Check out is by 10am on departure day.

Please leave the cottage in the clean and tidy condition it is presented to you. Cleaning products can be found in the cupboard opposite the sink in the kitchen. A Hoover is behind the door into the main hall and a mop can be found in the kitchen. Thank you.

Before you leave:

- Please clear the garden of doggy deposits!
- Please open the windows at least 1 hour before your departure to allow air flow.
- Please take your rubbish to the recycling area.
- Please remove duvet covers, pillowcases and put in the blue bags provided in the wardrobes. Please leave these bags in the bathroom. Please place all towels, bathmat and tea towels in the blue bags provided and place the bag in the bathroom.

PLEASE LEAVE THE MATTRESS PROTECTORS, PILLOW PROTECTORS & DUVET PROTECTORS ON.