

We are delighted you have decided to stay with us at Ty Ni. We look forward to welcoming you. When you make the booking, you are entering into an agreement with The Owners. Please see below the Terms and Conditions which form the basis of your contract for your holiday, together with the information contained on the Ty Ni website. Please read carefully as they set out our respective rights and obligations.

BOOKING TERMS & CONDITIONS

1. TERMS OF STAY & DEFINITION OF TERMS

- i. In these Terms and Conditions, The Owners are the current owners of Ty Ni.

The person with whom the booking is made is The Booker (aged 21 or older) and all other persons in the party confirmed by The Booker are The Guests. No other persons should form a part of The Guests.

- ii. The property referred to in these Terms and Conditions is Ty Ni, 111 Cae Du Abersoch, Pwllheli, Wales, LL53 7DE.
- iii. The property includes car parking for three. Only the space allocated should be used and parking your vehicle in such space is entirely at your own risk. You must not obstruct any public highways or access to neighbouring properties.
- iv. This contract is for a short-term holiday letting only between The Owners of Ty Ni and The Booker which includes The Guests. The property cannot be sub-let in any way whatsoever. The Booker certifies that The Guests are aware of the terms and conditions of this contract and agree to be bound by them. All members of the party are jointly and severally liable under it. They agree that all communication with them can be through The Booker.
- v. Wireless internet access provided at Ty Ni is referred to as The Service. The Owners do not recommend in particular the use of any websites or other internet related services.
- vi. This contract and all matters arising out of it are governed by United Kingdom law. Any dispute arising out of or connected with your holiday will be determined by the law of the UK legal system operating at that time.
- vii. STRICTLY NO SMOKING Ty Ni is a strictly no smoking property.
- viii. STRICTLY FAMILIES AND COUPLES ONLY
We are a 'families and couples only' holiday home and The Booker must be aged 21 or over, unless otherwise agreed in writing or at the reasonable discretion of The Owners. The Owners reserve the right to terminate any bookings, without refund, which are found to be of young people not supervised by parents / adults, even though the booking may have been made by a parent / adult.
- x. We are happy to say Ty Ni is a pet friendly accommodation and welcomes your pets, details of which should be given when the booking is made by The Booker. Supervision of pets whilst at Ty Ni and surrounds is the responsibility of The Booker and The Guests. Charges apply at the discretion of The Owners – see Availability Page.
- xi. CONDITIONS OF HIRE The Owners will not be responsible for any loss, damage, expense, injury, accident or inconvenience which occurs or might occur as a result of any letting of Ty Ni.
- xii. No subletting is allowed.

2. MAKING A BOOKING

i. The Owners are not liable or responsible in any way for the suitability of the property for The Booker's and The Guest's needs. Any special requirements should be notified at the time of booking whereby the owners can provide you with guidance on whether any property is suitable, but it remains the booker's responsibility at all times to ensure the property meets your own needs. Bookings can be made online at <https://tyniabersochholidayhome.co.uk> or by contacting The Owners by the other means specified on the Ty Ni website. Once The Owners have received your booking request they will, subject to availability, confirm your stay by email. Regretfully, The Owners cannot accept any liability if not notified by The Booker of any inaccuracies in any document within 7 working days of its transmission. Any monies paid cannot be returned unless the property is re-let or the cancellation is caused by the action of The Owners. Late bookings which are made 6 weeks or less prior to the holiday date must be paid in full on booking.

3. DEPOSIT AND ACCEPTANCE OF BOOKING

i. Submission of an email, booking form or telephone call whereby a booking is made as described in the Ty Ni website by The Booker, constitutes an irrevocable offer to enter into a contract, which will be complete when The Owner's accept The Booker's offer (not merely acknowledging receipt of a booking request). This acceptance will not be complete or reserved until a deposit of 25% of the full cost of the holiday has been made within 7 days of booking. Payment may be made by bank transfer or cheque. The full balance of the holiday is payable within 6 weeks of the date of the holiday commencing. A returnable Security Deposit of £100 (see below) will also be required at this time with the balance and will be returned shortly after your stay, subject to any damage or excessive cleaning being required, following your departure or that Ty Ni is otherwise left in an unacceptable condition. Charges for these will be deducted from the Security Deposit - an account will be sent to you after your holiday and any refund will be returned. If the costs exceed the Security Deposit, an invoice will be sent to you. These costs include loss of keys, breakages etc which must be reported to The Owners before departure. The balance of the rental fee and Security Deposit must be paid in full 42 days before the commencement of the rental. Non-payment of the balance when due shall be considered as a cancellation of the booking and any deposit shall be forfeited. The Booker will have no claim against The Owners for compensation or reimbursement whatsoever. All payments must be made in pounds sterling. Guests from overseas may pay by electronic transfer. Any bank charges incurred for payments from overseas guests must be paid by the guest at the time a payment is made. The Security Deposit is to cover any breakages or damage that requires rectification during or after your departure and to cover any additional cleaning fee should it be required. The Security Deposit will be returned promptly within 7 working days after your departure.

4. CHANGES & CANCELLATION BY THE BOOKER

i. Once a holiday is booked The Booker has entered into a legally binding contract with The Owners. Any request for change(s) by The Booker to a confirmed booking must be notified to The Owners by email as soon as possible. Although The Owners will make every effort to assist, they cannot guarantee they will be able to meet any such requests.

ii. If The Booker needs to cancel the holiday date, then no refund will be due. If The Owners are able to obtain a replacement booking, upon receipt of the monies for the new booking, The Owners will refund any monies paid by The Booker less an administrative charge at the discretion of The Owners. If a reduction in rental has been made to secure a replacement booking, The Booker will receive a pro rata amount due in accordance with these Terms and Conditions. If no replacement letting has

been found, no monies will be returned. Holiday cancellation insurance which includes travel disruption cover should be taken out to protect for these and other unforeseen circumstances.

If you are unable to travel due to any illness or have been advised to self-isolate for any reason, then normal Booking Terms and Conditions will apply. If sufficient notice is given, and we are able to resell the dates in question, then a partial refund may be possible. We recommend all guests take out adequate travel insurance to cover any such eventuality.

5. CHANGES & CANCELLATIONS BY THE OWNERS

i. The Owners must reserve their right of cancellation. Occasionally, it may be necessary for The Owners to make changes to and correct errors on the website descriptions and other details both before and after bookings have been confirmed, which may result in the cancellation of a confirmed booking. If a significant change is made to The Booker's holiday or it is cancelled The Owners will notify The Booker as soon as possible and refund all monies paid. The Owners will use their best endeavours to offer The Booker an alternative date at Ty Ni, should a significant change or cancellation occur. The Owners regret they cannot pay any expenses, costs or losses incurred by you as a result of any change or cancellation and cannot be held responsible beyond full refund of monies received. Though not exhaustive, The Owners may cancel a booking in the following circumstances:-

- a) It is not legitimate
- b) The Booker does not comply or is unlikely to comply with the terms of these Terms and Conditions or any current or previous bookings
- c) Any information The Booker has supplied is incorrect or insufficient
- d) The Booker does not, within a reasonable time of The Owners requesting it, provide information, including any Booking Details, that are necessary for The Owners to provide Booking Services
- e) A relevant third party to provide the Third Party Other services or for the Owner to provide the Rental Services; The Borrower and/or The Guests have behaved in an inappropriate, abusive or unlawful manner to The Owners or The Owner's staff
- f) The Booker does not make any payment when it is due and does not make payment within 10 days of the due date the payment is due (though we will send you a reminder that your payment is due). Any monies paid will not be refunded
- g) The Booker fails to pay The Security Deposit on the date that payment of The Security Deposit is due in accordance with these Terms and Condition
- h) The Booker (which includes The Guests) are declared bankrupt, or make any arrangement with or for the benefit of your creditors, are unable to pay your debts or have a county court administration order made against you.

If The Owners cancel your booking in any circumstances, they will tell you in writing after which The Owners will have no further responsibility to you.

The Owners recommend that appropriate insurance is taken out by The Booker.

6. GUEST RESPONSIBILITY

- i. The Booker and The Guests are responsible for keeping Ty Ni in a clean and orderly fashion. They are requested to leave the property in a clean and tidy condition on vacation of the property. Liability for damage done to the property or equipment or for excessive extra cleaning necessary is the responsibility of The Booker.
- ii. Whilst every effort has been taken to try to indicate any possible safety hazards, The Owners highly recommend that you inspect the property on arrival and note any potential safety hazards (especially if the booking includes children). We recommend that you check the layout of Ty Ni so that in an emergency you can get out of the property quickly and easily. Please read and respect any warning/hazard/restriction notices that The Owners have placed in the property, such as Blocked toilet warning – Only loo paper in here please.

7. CARS, KEYS, MAPS & DIRECTIONS

- i. Electric vehicles are becoming increasingly common. The Owners wish to ensure they can be catered for wherever possible. It is recommended The Booker checks prior to finalising the Booking if this is an essential requirement.
- ii. If The Booker/The Guests are keeping an electric vehicle at the property, you must use designated charging points only and manufacturer approved cables for charging any vehicle when at the property.
- iii. The Owners reserve the right to;
 - a. charge additional fees if charging is, in The Owners' reasonable opinion, excessive and/or
 - b. refuse to allow electric vehicles to be charged if they do not think it is suitable/safe to do so
 - c. Any damage to the electric system at the property through incorrect use, overload of the system or the use of a standard extension cable will be your responsibility. Should damage occur the costs of repair are the responsibility of The Booker and The Guests and are not covered by accidental damage.

8. LOST PROPERTY

- i. If any belongings are left behind and either The Booker makes a request for the items to be posted on or The Owners contact The Booker, The Owners will send the belongings on but reserve the right to request the postage charge should this be in excess of £10.

9. GUEST NUMBERS

- i. The maximum number of guests that the house can accommodate is stated on the property description and additionally the maximum number of pets confirmed at the time of booking. Under no circumstances should the stated number of 6 guests and pets be exceeded.
- ii. A cot may only be occupied by a child aged 24 months or less.
- iii. No overnight guests are permitted unless prior consent is granted by The Owners.

iv. The Owners further reserve the right to immediately terminate a booking if more than the stated number of guests and/or pets are found to be staying at Ty Ni.

10. UNEXPECTED EVENTS

The Owners intention is that all guests have an enjoyable time. Should any unexpected event(s) occur, The Booker should immediately contact The Owners, who will deal with the matter as expeditiously as possible. The Booker and The Guests must undertake to resolve or minimise the problem to their best abilities in order to avoid the problem exacerbating and are obliged to give The Owners the time necessary to resolve the problem. No complaints will be considered unless raised immediately during the course of hire period to enable the complaint to be verified and corrected as soon as possible. Should there be no written complaint supplied as above specified and you leave the accommodation prematurely and without an explicit authorisation by The Owners, you forfeit your rights for any refund or part refund of the rental price. Complaints received at the end of the stay will not be taken into consideration and no refund or part refund will be given.

11. LIABILITY

i. Except in respect of death or significant personal injury caused by the negligence of The Owners and/or their agents, The Owners and their respective agents will not be liable for any accident damage direct or consequential loss, injury expense or inconvenience, whether to person or property which The Guests or any other person may suffer arising out of or in any way connected with the letting howsoever caused.

ii. The Owners do not accept responsibility if any death, personal injury, failure or deficiency of your accommodation arrangements is not caused by any fault of The Owners. In this instance:-

iii "fault" means failure by The Owners to use reasonable skill and care in performing or providing the service in question. Please note it is The Booker's responsibility to show that reasonable skill and care has not been used if a claim is made.

iv. The Owners will not be responsible for any injury, illness, death, loss (for example loss of enjoyment), damage, expense, cost or other sum or claim of any description whatsoever which results from any of the following: -

- the fault of the person(s) affected or any member(s) of their party or
- the fault of a third party not connected with the provision of your accommodation which The Owners could not have predicted or avoided or
- an event or circumstance which could not have predicted or avoided even after taking all reasonable care – for example force majeure. See 13 below.

v. The Owners will not be responsible where you do not enjoy your stay or suffer any problems because of a reason you did not tell us about when Ty Ni booked your stay or where any problems you suffer did not result from any breach of contract or other fault of The Owners and additionally

any losses, expenses, costs or other sum you have suffered relate to any business. The Owners cannot accept responsibility for any services that do not form part of our contract.

vi. The use of Ty Ni accommodation and amenities, where offered, e.g., the barbeque equipment and garden furniture are entirely at The Booker and The Guests risk and The Owners exclude all responsibility or liability for injury, or loss or damage occurring to The Booker or The Guests.

vii. The Booker and The Guests agree to compensate The Owners fully for any claims or legal action made or threatened against The Owners by someone else because they have used the service in breach of these terms and conditions.

viii. Whilst The Owners do not seek to limit their responsibility for fraudulent misrepresentation or if The Booker and/or The Guests are injured or die as a result of The Owner's negligence, they have no responsibility (to the extent permitted by law) to compensate The Booker and/or The Guests (whether or not negligent) for any direct financial loss, loss of profit, revenue, time, anticipated savings or profit or revenue, opportunity, data, use, business, wasted expenditure, business interruption, loss arising from disclosure of confidential information, loss arising from or in connection with use of the service or inability to use or access the service or a failure, suspension or withdrawal of all or part of the service at any time or damage to physical property or for any other similar direct loss that may arise in relation to this agreement whether or not The Booker and/or The Guests were advised in advance of the possibility of such loss or damage.

12. FORCE MAJEURE

i. The Owners regret we cannot accept liability or pay any compensation where the performance or prompt performance of The Owners contractual obligations are prevented or affected or The Booker and/or The Guests otherwise suffer any damage or loss as a result of "force majeure". In these Booking Conditions, "force majeure" means any event which The Owners or the supplier of the service(s) in question could not, even with all due care, foresee or avoid. Such events may include war or threat of war, riot, civil strife, actual or threatened terrorist activity, industrial dispute, natural or nuclear disaster, adverse weather conditions, fire and all similar events outside The Owners control.

ii. The Booker must notify The Owners of any early departure from Ty Ni stating that The Booker and The Guests have left and, if relevant, the reasons for doing so. The Booker must return the keys to the location instructed by The Owners.

iii. If The Booker and/or The Guests leave Ty Ni before the end of the holiday period of their own accord, no refunds for any charges are payable.

iv. The Owners are not responsible for any works being carried out around or in the vicinity of the property or for any noise or nuisance which are outside their control or any changes or closures to local amenities.

v. The Owners will not be liable to any member of The Booker's party or person visiting Ty Ni during the period of the rental, for any events outside The Owner's reasonable control, such as the breakdown of domestic appliances, plumbing, wiring, temporary invasion of pests, building works at adjacent properties, damage resulting from exceptional weather conditions or other unforeseeable circumstances or any events as described above.

13. DATA PROTECTION ACT

Your details will only be used in connection with your current booking and any information you may request from The Owners under the UK General Data Protection Regulation (UK GDPR). Your details including name, address and email will be used to keep you informed of the future offers and availability. If you would prefer not to receive such updates, please let us know.

14. PRICES AND WEBSITE ACCURACY

Whilst every effort is made to ensure the accuracy of the Ty Ni website and prices at the time of requesting the booking, regrettably errors do occasionally occur. The Booker must therefore ensure all details of your stay are checked (including the price) on your booking acceptance email/letter. Representations both verbal and visual contained on the web page are made in good faith and are carefully scrutinised. The Owners will not accept any liability arising out of changes of circumstances affecting Ty Ni between publish date of the web and the period covered by any booking made by The Booker.

15. BEHAVIOUR

The Booker and The Guests must have consideration for other people. If in the reasonable opinion of The Owners or in the reasonable opinion of any other person in authority, The Booker and The Guests behave in such a way as to cause or be likely to cause danger, upset or distress to any third party or damage to the property, or in any way damage the reputation and/or goodwill to which The

Owners are entitled, without prior notice, to terminate the occupation of the person(s) concerned. In this situation, the person(s) concerned will be required to leave the accommodation. The Owners will have no further responsibility toward such person(s). No refunds will be made and The Owners will not pay any expenses or costs incurred as a result of the termination.

16. SPECIAL REQUESTS

If The Booker has any special request, please advise The Owners at the time of booking. Although The Owners will try to accommodate any reasonable requests, The Owners regret they cannot guarantee any request will be met. The Owners regret they cannot accept any conditional bookings, i.e., any booking which is specified to be conditional on the fulfilment of a particular request. All such bookings will be treated as "standard" bookings subject to the above provisions on special requests. If The Booker or The Guests have any medical problem or disability that may affect their stay, please inform The Owners before you confirm your booking as to the suitability of Ty Ni's accommodation. You must give The Owners full details at the time of booking. If The Owners reasonably feel unable to properly accommodate the particular needs of the person(s) concerned, they reserve the right to decline the reservation, or if full details are not given at the time of booking, cancel when they become aware of these details.

17. OWNER ACCESS

The Booker and The Guests must allow The Owners and with The Owners consent, housekeeping and tradesmen access to Ty Ni at any reasonable time during their occupation.

18. BABY EQUIPMENT

Where The Owners have agreed to make available baby equipment such as a travel cot or high chair this is done for the convenience of The Booker and The Guests and The Owners are not responsible

for its use. It is The Guests responsibility to acquaint themselves with each piece of equipment and ensure it is safe for their own child - in the event of any doubts regarding the suitability or safety of a piece of equipment guests are strongly advised not to use it. As stated in condition 12 above, The Owners and his/her respective agents will not be liable for any accident damage direct or consequential loss, injury expense or inconvenience, whether to person or property which the guest or any other person may suffer arising out of or in any way connected with the letting howsoever caused.

19. PUBLIC WI-FI ACCESS TERMS

These terms and conditions relate to the wireless internet access provided to The Booker and The Guests at Ty Ni, rented as a holiday home though The Owners:-

Extent of the Service

- The use of Internet Services is carried out entirely at your own risk.
- The Owners have no responsibility for, or control over, the Internet Services you access and do not guarantee that any services are error or virus free.
- The Owners have no responsibility for, or control over, the information you transmit or receive via The Service.

The Owners do not Guarantee

- Availability, speed or compatibility with the Booker or The Guests equipment or software or use of any other software.
- The speed at which information may be transmitted or received via The Service.
- The Owners do not guarantee the security of the service nor the information which you may transmit or receive using The Service or located on any equipment utilising The Service and you accept that it is your own responsibility to protect your information and have adequate security to ensure the security, integrity and confidentiality of your information and data.
- The Owners reserve the right at all times to withdraw The Service, change the specifications or manner of use of The Service, to change access codes, usernames, passwords or other security information necessary to access the service.

Use of the Service

You must not use the Service to access Internet Services, or send or receive e-mails, which:

- are defamatory, threatening, intimidatory or which could be classed as harassment;
- contain obscene, profane or abusive language or material;
- contain pornographic material (that is text, pictures, films, video clips of a sexually explicit or arousing nature);
- contain offensive or derogatory images regarding sex, race, religion, colour, origin, age, physical or mental disability, medical condition or sexual orientation;
- contain material which infringe third party's rights (including intellectual property rights);

- in the reasonable opinion of The Owners may adversely affect the manner in which they carry out their business; or
 - are otherwise unlawful or inappropriate.
- use music, video, pictures, text and other content on the internet that are copyright works and you should not download, alter, e-mail or otherwise use such content unless certain that the owner of such works has authorised its use by you.

Usage and Termination of The Service

- The Owners may terminate or temporarily suspend The Service if they reasonably believe that The Booker and/or The Guests are in breach of any provisions of this agreement.
- The Owners recommend that you do not use the service to transmit or receive any confidential information or data and should you choose to do so you do so at your own risk.
- The Service is intended for consumer use only. In the event that The Booker and/or The Guests use The Service for commercial purposes see below.
- The Booker and The Guests must not use The Service to engage in any activity which constitutes or is capable of constituting a criminal offence, either in the United Kingdom or Globally.
- It is agreed and acknowledged that The Owners may be required to provide assistance and information to law enforcement, governmental agencies and other authorities.
- It is agreed and acknowledged that The Owner may keep a log of the Internet Protocol ("IP") addresses of any devices which access The Service, the times when they have accessed The Service and the activity associated with that IP address.
- It is agreed The Owners are entitled to co-operate with law enforcement authorities and rights-holders in the investigation of any suspected or alleged illegal activity by you which may include, but is not limited to, disclosure of such information as they have and are entitled to provide by law to law-enforcement authorities or rights-holders.

20. OTHER TERMS

Please note that Ty Ni is privately owned. As such, there is no standard or categories that are internationally recognised. They reflect the architecture and furnishings, local traditions and the personal taste of The Owners.