

Our Terms & Conditions

Welcome to **Beside The Sea – Ar Lan Y Mor** self catering apartment in Llandudno, North Wales.

We believe you will have a very happy holiday at our apartment and the following are our terms and conditions to ensure a problem-free holiday & to assist future visitors. Note that you are entering into a legally binding contract the terms of which are set out in these conditions.

1. Overview

We understand that this is a large document and though we expect you to read it all, the following is a quick overview of the main points of interest.

- Payment must be paid in full before entering the property.
- The check-in (arrival time) was 3pm but is now 5pm. This is due to the recent Covid-19 pandemic and additional cleaning. Please chat with us as earlier check-ins may be available.
- The check-out (departure time) is by 10am unless agreed with us.
- Please show consideration to the neighbours when in and outside the property and especially when returning late at night.
- Parking can be found at the back of the property / in the driveway or on the street dependant on availability. Don't hesitate to contact us if you think we can help.
- Please return all keys to the key safe on your departure
- Please turn off the central heating or turn dial down to zero on your departure.
- Only people known by us and listed on the Booking Form are to sleep and use the facilities / amenities of the Property unless agreed with us.
- The apartment is a strictly no smoking property.
- Please note that you are responsibility for your pet(s) including all their actions and any damage caused.
- All guests must fill in the Guest Registration Form – No exceptions.
- Cancellation: The notice period is 28 days prior to arrival date. If within the 28 days, you remain liable full payment. If more than 28 days until arrival date, 25% of the full amount is expected. If the holiday period is re-let, money will be returned less any costs incurred.

2. The following contract with Beside The Sea - Ar Lan Y Mor

The contract for a short-term holiday rental will be between Beside The Sea - Ar Lan Y Mor (referred to as "the apartment", "us" or "we") and the person making the booking and all members of the holiday party (referred to as "you" or "your") in the following booking

conditions, the law of England and Wales will govern the Contract.

Note that any words herein denoting the masculine gender shall, where the context so admits be taken to include the feminine and neuter genders and vice versa.

Note that any words herein denoting the singular shall, where the context so admits be taken to include the plural and vice versa.

The contract will be subject to these booking conditions, and must be complied with. The Main Guest must be at least 18 years of age at the time of the booking and the "Guest List" must list names, addresses and ages of your party.

3. Times of arrival

The check-in (arrival time) is after 3pm and check-out (departure time) is by 10am unless agreed with us day before departure. A known departure time is important as through planning, we have cleaning and other work to complete every day.

The duration is the holiday let is set prior to arrival and entitle you 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.

4. Making a booking/reservation, receiving a confirmation and other guests

A booking form must be filled in by the Main Guest. Only confirmations via email or text will be honoured.

All guests must fill in the Registration form – No exceptions.

Please note the distinction between Main Guest and other guests. Ultimately, the Main Guest will be our only contact point for any and all issues and is responsible for all issues arising.

5. Payments

If the booking is confirmed 28 days (4 weeks) or more before the commencement of the requested holiday letting period - 33% of the full amount is payable.

If the booking is confirmed less than 28 days (4 weeks) before the commencement of the requested holiday period - the full amount is payable.

All money must be paid before entering the property.

6. Notice Period and Cancellation

All applicants are advised to take out personal holiday cancellation insurance.

Any request to cancel a booking must be made in writing to us (via email or by post).

The notice period is 28 days. The period of notice is taken from 3.00pm on the proposed day of arrival. (i.e. for an individual reservation on wed 29th notice would be required by 3.00pm Wed 1st).

If within the notice period, you will be liable for 25% of the total amount. If we re-let the holiday period, this 25% will be returned less any costs used to re-let the holiday period.

If notice period has elapsed (ie, less than 28 days of holiday start date), and if the holiday period cannot be re-let, you shall remain liable for all the payments due in respect of the reservation whether or not they have been paid at the time of the cancellation. We will use our reasonable endeavours to re-let the property in respect of the cancellation period. If we are successful you will be refunded the difference between moneys you have paid less the sums receivable from the re-letting after deduction of all costs and expenses incurred by us which shall include an administration fee of £25 in respect of each day that the property was reserved by you.

7. Failure to pay

Non-payment of the sum payable by the due date may be treated as a cancellation of your booking and we will be entitled to re-let the property without reference to the client.

8. Changes

We reserve the right to amend the price quoted in a brochure or rates sheet due to errors or omissions or changes in the VAT rate. In such circumstances we will contact you as soon as we become aware of an increase in charges. If you do not wish to pay the increase you shall be entitled to cancel the reservation and receive a full refund for all monies paid.

9. Apartment Occupancy

Only people known by us and listed on the Booking Form are to sleep and use the facilities / amenities of the Property unless agreed with us.

10. Use and Care of the Property

You are responsible for the property and are expected to take all reasonable care of its furniture, pictures, fittings and effects, in or on the property. You must leave them in the same state of repair, and in the same clean and tidy condition at the end of the rental period as at the beginning. You must not use the properties for any dangerous, offensive, noxious, noisy, immoral activities or carry on there any act that may be a nuisance or

annoyance to the owner or other neighbouring properties.

We request noise to be kept to a minimum between the hours of 10pm and 7am.

The apartment is a strictly no smoking property. You are welcome to smoke outside the property but please make sure no secondary smoke comes back into the property.

We expect each guest to show good judgement when using our facilities such as using the driveway, using the shower and any of the games on the bookcase. Specifically, please supervise young children at all times or move any games / cards so they are out of reach.

11. Damages and Deposit

At this time, we do not take an additional damage deposit.

In the event that you or anyone staying at the property during your reservation period causes damage or incurs a need for professional cleaning services or leaves the property without settling invoices for additional services or supplies received during your reservation period you will be notified in writing of the details of any extra costs incurred within 14 working days after the end of the reservation period.

This amount must be paid within 7 days or we will look at options to recover the payment.

One of the options will be using the services of Proserve Debt Recovery & Bailiff Services Ltd of Colwyn Bay

12. Bringing Pets on Holiday With You

Please note that you are responsibility for your pet(s) including all their actions and any damage caused.

13. Security and Privacy

Please refer to our separate privacy policy (incl. cookies).

14. Access Statement

Please refer to our separate Access Statement document.

15. Liability

This condition sets out our entire financial liability (including any liability for the acts or omissions of its employees, agents, consultants and subcontractors) to you in respect of any breach of this agreement; any use made by you or any third party residing or making use of the property during your period of reservation and any representation, statement or

tortious act or omission (including negligence) arising under or in connection with this agreement.

All warranties, conditions and other terms implied by statute or common law are, to the fullest extent permitted by law, excluded from this agreement. Nothing in this agreement limits or excludes the liability of us for death or personal injury resulting from negligence or liability incurred by you as a result of fraud or fraudulent misrepresentation by us.

We shall not be liable for loss of profits; loss of business; loss of anticipated savings; loss of personal property or possessions; loss of use of the property or any special, indirect, consequential or pure economic loss, costs, damages, charges or expenses in respect of the reservation. Our total liability in contract, tort (including negligence or breach of statutory duty), misrepresentation, restitution or otherwise arising in connection with the performance or contemplated performance of the conditions of this agreement shall be limited to the monies paid in respect of your reservation under the conditions of this agreement.

Any vehicle of yours or any third party making use of the property during the period of your reservation is left at the property entirely at the risk of the owner of the vehicle.

16. Force Majeure

In these terms and conditions "Force Majeure" means any circumstances beyond our reasonable control including, without limitation, an Act of God, Fire, Flood, War or Acts of Terrorism. If by reason of Force Majeure the property is not available at the commencement of the time booked by you or the property is unsuitable for letting at that time, we shall not be deemed to be in breach of contract but shall refund in full to you all fees, charges and any deposit paid in advance by you. We will not be liable for any other claim for loss or damage by you.

17. Breach Of These Terms

Any breach of these terms will constitute a breach of contract, thereupon we may terminate the booking forthwith in which event all moneys paid by you will be forfeited and you may be required to vacate the property.

We reserve the right to repossess the property at any time where damage or nuisance have been caused by you or any member of your party and in such event we shall not be liable to make any refund whatsoever.

If any queries arise, do not hesitate to contact us.