

## CONDITIONS OF BOOKING



These Terms & Conditions form a contract between 'John C Algar and Rebecca A Lloyd' ("Owners", "Us", "Ourselves", "We", "Their") & the Guest ("You", "Your", "Yourself", "Yourselves") making the Booking ("Booking", "Hire Period", "Stay", "Holiday").

The Guests' must keep Pilton House Gower (the "Property", "Rental Property", "Holiday Accommodation") and all furniture, fixtures, fittings and effects (the "contents") in, on or at the Property in the same state of repair as at the start of their Stay, and shall leave the Property in the same state of cleanliness and general order in which it was found.

Guests' are responsible for the safekeeping of the Property (which also includes the Studio and its contents) therefore You must remember to lock all doors and windows (including the Studio if applicable), and ensure the fireguard (if applicable) is in place if You've used the wood-burner/fire in the last 12 hours.

Bed linen, Towels, WiFi, Gas & Electric are all included in the price.

The Guests' right to occupy the Property may be forfeited without compensation or refund if:-

- a. the number of people or dogs at the property at anytime exceeds the number declared to the Owners at the time of Booking or before the commencement of the Holiday,
- b. any activity is undertaken which is illegal, or may cause damage, disturbance to neighbours or constitutes being unreasonable behaviour,
- c. any of the Guests' smoke and/or vape in or at the Property. Smoking and/or Vaping is not allowed in any part of the rental property. Failure to comply with this condition will result in a £100 cleaning fee.
- d. E-cigarettes/vaping equipment must **not** be used **nor** charged inside the property. Nationally there have been several fires due to charging E-cigarettes/vaping equipment.

The Owners' accept no responsibility for personal injury to, or death of, any Guests, or loss of or consequential loss or damage to Guests' own property, or for other

matters over which the Owners' have no control, except to the extent such personal injury or death is caused by the negligence or wilful default of the Owners.

## **DEPOSIT AND FINAL PAYMENTS**

Once a Booking is confirmed by Ourselves, the Guest is responsible for the full balance of the cost of the Holiday.

A 30% deposit is required to reserve the cottage unless Your Booking is less than 2 months away, in which case full payment will then be required at the time of Booking.

Once the deposit is received, We will email You a receipt which will give You the details of when to send the balance, which is 2 months before Your arrival. When the final payment is received, We will email You a final receipt along with directions, etc. (Please note that key details' will be communicated to You one hour before the agreed time of Your arrival)

If Your final payment is not received on time, We will email You a reminder. Regrettably, if We do not receive the final payment within 24 hours of the final reminder, the Booking will be cancelled. However, the Guest will remain liable for the outstanding balance of the cost of the Holiday unless We are able to re-let the property.

If We have to lower the price to re-let the cottage, We can only refund You this lower price. If We are able to re-let the property, the money You will be refunded will also be subject to a £50 re-advertising and administration charge.

Any refunds will be made once the replacement Booking has been paid for in full.

If We are unable to re-let the Holiday the Guest will remain liable for the outstanding balance of the cost of the Holiday. **Please consider getting Yourself a cancellation insurance policy to cover You in case You are not able to travel to the Property for Your Holiday.** There are several companies offering this low-cost service that You can find via Google.

## **DAMAGE DEPOSIT, BREAKAGES & CARE OF THE PROPERTY etc.**

A Damage Deposit/Good Housekeeping Deposit of £150.00 is required for every Booking. This is refunded back to You using the same means by which You originally paid, within 10 days of Your departure if our Terms and Conditions are met. We will email You once We have made the refund.

Please let Us know *immediately* about any breakages or damage so that We can arrange to replace/repair the item(s) in time for the arrival of the next Guests. (Please note that whilst We don't always charge for minor breakages - provided that they are reported to Us before Your departure - any breakages or damages not reported to Us and/or discovered after Your departure, will be deducted from the

Damage Deposit/Good Housekeeping Deposit of £150.00 before any balance is refunded to You).

Guests' are required to take good care of the Property and its contents and to leave the same clean and tidy on the day of departure and in a similar condition to when they arrived.

Guests' are responsible for reimbursing the Owners for all damage, breakages or loss caused by the Guests or their dog(s) to the Property.

Where any breakages, damage or loss occurs the Guests' must report the same to the Owners immediately or as soon as reasonably practicable but always before Your departure at the end of Your Stay.

If during Your Stay the Owners' are concerned about the extent of any damage or breakages the Owners' have the right to enter the Holiday Accommodation and require the Guests to vacate same. If the Owners' take this step then the Booking and Hire Period shall be cancelled with immediate effect and the Guests (and anybody within the Group) shall not be entitled to a refund or any compensation for any reason due to the Hire Period coming to an early end.

## **CANCELLATIONS**

A Booking once accepted is a legal commitment. We are contracted to provide You with the Holiday Accommodation You have booked, and You are contracted to pay the full amount by the 'due date'.

**We recommend that You take out a cancellation insurance policy "just in case"**. These policies are much cheaper than travel insurance as You are only insuring Yourself in case You have to cancel Your Holiday.

For all new Bookings, We will give You a refund if UK Government restrictions and/or Wales Government restrictions prevent You from travelling to the property You have booked with Us.

For all other cancellations, if You are not insured and You needed to cancel Your Holiday, We would endeavour to re-let the cottage for You but We cannot return any monies to You unless We manage to re-book the cottage and We obtain the original price You booked the Accommodation for. If We are successful in re-letting the property for the same amount as the price You would have paid, We will refund the amount You have paid Us less a charge of £50 for advertising & admin costs.

If We have to lower the price to re-let the cottage We can only refund You this lower price less the £50 charge.

Any refunds will be made once the replacement Booking has been paid for in full.

In the event of the Property becoming unavailable or curtailed (such as due to fire or flooding), the Owners' will endeavour to find the Guest(s) suitable alternative Accommodation or will refund all monies paid, or a proportion in the case of curtailment. Any liability or liabilities on the Owners' part however would not extend beyond such refund. The Owners' cannot, however, pay any compensation or expenses as a consequence of such an event.

## **TRANSFERRING A BOOKING TO A DIFFERENT DATE.**

Once the Property has been Booked it is not possible to transfer Your Booking. If You need to transfer to a different date, the procedure above for 'cancellations' applies.

## **COMPLAINTS**

It is a condition of Your Booking that if You have any cause for complaint You must report any and all complaint(s) You have **when You first become aware of the complaint** to the Owners - and that any and all such complaint(s) must be made to the Owners before Your departure in order for Us to be given the opportunity to resolve or rectify any issues **during Your stay**.

Any and all complaints must be made in a reasonable manner and Guests' are required to be polite to all members of our team.

If any of our team are threatened or feel threatened at anytime, Your Holiday or the remainder of Your Holiday may be forfeited without compensation.

If You do not make a complaint promptly where and when it is possible to do so - and definitely before Your departure - the complaint may not be considered by the Owners.

## **PETS**

We respectfully state that the only Pets permitted to Stay at Pilton House Gower are Dogs, and they are only permitted if Booked and paid for before their and Your arrival. We reserve the right to refuse entry to our Property if this condition is not met. Dog Owners' must observe the conditions outlaid in the 'Dogs Welcome' sheet We email to You with the directions etc. Our 'Dogs Welcome' sheet can also be sent to You upon request. If our website and/or communications describe our garden as 'enclosed', this does not mean that it is 'escape proof' for dogs and We cannot be held responsible should Your Dog or Dogs escape. Guests' are reminded that dogs' must be kept under strict control at all times and Guests' must clear up any fouling of gardens or grounds without delay.

## **WI-FI**

Wi-Fi usage is included within Our Booking price for Your Stay. However, please note that if Our Wi-Fi should stop working for any reason, Guests' are not entitled to any refund or compensation. Although We will

endeavour to get You back on-line as quickly as possible, please not only be aware that We will only be able to make contact with our Internet and Telephone Line Provider during normal office hours, but If You lose connection after 6pm, please either wait until the following day to contact Us, or let Us know the situation by sending Us an email or text so that We will be able to contact Our Supplier by the same means.

## **THE ACCOMMODATION**

The Owners' make every effort to ensure that the description of the Holiday Accommodation (as it appears on Our Website) is accurate and up to date. The Owners' shall not be liable for any differences between the Holiday Accommodation and its description on the Website, or any changes made to the Holiday Accommodation by the Owners after the date of the Booking or Enquiry.

Due to refurbishment to Our Holiday Accommodation Property each year, photographs showing the exterior, the interior, and room layouts, including the furniture, furnishings, décor etc which appear on Our Website may differ from time to time. Where such happens, this is usually because of Our not being able to take up-to-date photographs, due to Guests Staying at our Property. Please be assured that we will update the images on our Website as quickly as possible, but that during any refurbishment We always put the Comfort and Safety of Our Guests uppermost.

The Owners' cannot accept responsibility for any changes or closures to local services or attractions mentioned in any brochures or on the Website or elsewhere. The Owners' cannot accept responsibility for any inaccurate, incomplete or misleading information about any Holiday Accommodation or its facilities or services unless this was caused by its own negligence.

As gardening, window cleaning and other maintenance works etc. may need be carried out during the Hire Period, the Owners' will try to ensure that any and all such works are carried out with the least disruption to the Guests as far as is reasonably possible.

## **OLD COTTAGE**

The Owners' Property is an old cottage (constructed circa 1901) although most Services have been updated over the years, and certain ventilation schemes have been introduced to reduce or negate any condensation appearing on walls during Your Stay (Please refer to the Table below for what Action We require Guests to take to reduce any condensation within the rooms mentioned especially as reasons for condensation include it being caused by hot damp air and poor ventilation. Remember, most condensation problems can be alleviated by ventilating the property).

As the main rooms in any Property affected by condensation tend to be where Cooking, Bathing/Showering and/or Clothes Washing and Clothes Drying occur, We would require all Guests to ventilate the Kitchen, Shower-Room, and Utility Area

whenever and whilst Cooking, Bathing/Showering and/or Clothes Washing and Clothes Drying are undertaken in the aforementioned rooms and areas, in order to ensure that all damp and wet air is extracted out of those rooms in order to ensure all rooms within Our Property are not affected by condensation.

ROOM	ELECTRIC FAN	ACTION
<b>Shower-Room</b>	<b>Yes</b> (Wall Mounted Humidistat type)	<b>BEFORE</b> Showering and/or Running/Using Hot Water, Please pull the pull-cord (to the right of the Shaving-mirror) to <b>switch ON the Wall Fan</b> .
	OPENABLE WINDOW <b>Yes</b>	<b>AFTER</b> Showering and/or Running/Using Hot Water <b>Please leave the Fan running for approximately another 30minutes</b> . Please also use the Tilt&Turn facility on the Window to let fresh air into the room.  Both the Window and the Fan can be shut and <b>turned OFF after 30 minutes</b> .
<b>Kitchen</b>	ELECTRIC FAN <b>Yes</b> (Wall Mounted operated by Switch on Wall)	<b>BEFORE</b> using the Range Cooker, more especially <b>BEFORE</b> using the Gas-Rings on the top of the Cooker, Please switch <b>ON</b> the Cooker-Hood Fan by means of the Slider-Switch on the underneath of the Cooker-Hood, sliding the Switch to the Right to produce 'On', 'On but Faster', 'On but Faster still' speeds, afterwards pulling forwards the grey metal bar on which the word NEFF is printed in black. <b>AFTER</b> all Cooking has been finished, but approximately 30 minutes after all Cooking has ceased, Please push the grey metal bar on which the word NEFF is printed in black backwards until it stops, and then slightly lift the front edge of the grey metal bar on which the word NEFF is printed in black, to <b>switch OFF</b> the Fan.
	OPENABLE WINDOW <b>No</b> Window; <b>Only openable Patio Doors</b>	
	ELECTRIC FAN <b>Yes</b> (Cooker-Hood above Range Cooker; 3-speed Switch is on underneath of Hood)	There also is a Wall Fan to the left of the Patio Doors, and that Fan is operated by an ON-OFF Switch lower down on the same wall. Again please switch it <b>ON BEFORE</b> using the Range Cooker, and <b>OFF</b> approximately 30 minutes after all Cooking has ceased
	OPENABLE WINDOW <b>As above (No)</b>	
<b>ROOM</b>	<b>ELECTRIC FAN</b>	<b>ACTION</b>
<b>Utility-Area</b>	<b>No</b>	<b>BEFORE</b> starting the Washing Machine, Please open the Window to allow fresh air to enter the area whilst the Washing Machine is operating. The Window can be closed <b>AFTER</b> the Washing Machine has completed its full Cycle.
	OPENABLE WINDOW <b>Yes</b>	

## **BASIS OF OCCUPATION**

Our Property (i.e. the Holiday Accommodation) is let by Us (i.e. the Owners) to the Hirer (i.e. the Guests) for the Hire Period (i.e. How long Booked for) **ONLY** (without prejudice to any party's right to bring the Hire Period to an end early in accordance with these Conditions) and neither Our Property nor the Hire Period is an Assured Tenancy or Assured Shorthold Tenancy as defined by the Housing Act 1988 as amended.

## **DATA PROTECTION**

PiltonHouseGower.com will only use the personal data of the Guest(s) for the purpose of processing the Booking and for carrying out the Business's obligations in accordance with the contract. PiltonHouseGower.com will not pass on Your personal data to 3rd parties.

These Booking Conditions will apply to all confirmed Bookings, and these Website Booking Conditions supersede all previous editions.

## **SMALL PRINT**

Limitation of Liability-

This condition sets out the entire financial liability of Us and/or of PiltonHouseGower.com (including any liability for the acts or omissions of its Services) to the Hirer in respect of:-

1. Any breach of these Conditions.
2. The Hire of the Holiday Accommodation by the Guest(s); and any representation, statement or tortuous act or omission (including negligence) arising under or in connection with this agreement.
3. The Owners of PiltonHouseGower.com make every effort to update the descriptions on Their Website for any material changes made to the Holiday Accommodation, however the Owners of PiltonHouseGower.com shall not be held responsible for any minor discrepancies in the Holiday Accommodation from the descriptions on its website, or for any changes made to the Holiday Accommodation after the date of the Booking enquiry. If the Owners of PiltonHouseGower.com have made any changes to the Holiday Accommodation which are material, We shall use reasonable endeavour to notify the guest(s).
4. The Owners of PiltonHouseGower.com shall not be liable for:-
  - (a) any injury;
  - (b) any sickness;
  - (c) any loss;
  - (d) any damage;
  - (e) any additional expense;
  - (f) any damages for inconvenience caused directly or indirectly by or arising from travelling to and from the cottage or out of the use or condition of the Holiday Accommodation and its appearance, plumbing, gas, oil, electrics, private water, exceptional weather conditions or negligence. The Owners of PiltonHouseGower.com shall not be liable for any actions or omissions by

Them as Owners of the property. The Owners of PiltonHouseGower.com shall not be liable for any damage or loss caused to any belongs of the Guest(s) during the Hire Period.

5. The Owners of PiltonHouseGower.com 's 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 Contract shall be limited to the Price of the Booking.

These "Conditions Of Booking" being the said "Terms & Conditions" forming this Contract were  
**last Updated on 17 October 2022**

