**PENLAN FARMHOUSE TERMS AND CONDITIONS**

**Your obligation**

When the following words with capital letters are used in these Terms, this is what they will mean:

* Penlan : Penlan Farmhouse Sugar Loaf Mountain Holiday Rental
* Booking an agreement between the Owner and You for the letting of the Property; the booking of the Property is made by You in accordance subject to Penlan Farmhouse’s terms and conditions.

**Making a Booking**

* Bookings may be made by telephone, email or via our 3rd party site Air BNB. Bookings cannot be accepted from persons under eighteen years of age.
* Deposit: a 50% deposit payable to Penlan Farmhouse by BACS upon booking and the remaining full amount to be paid by BACS 28 days before arrival.
* When making your booking You must specify the maximum number of people who will be staying at the Property and then, a month prior to your stay, provide information about each member of the party including their names and ages. Where any person not listed on the booking form is found to be staying at the Property, the Owner or their representative on behalf of Penlan Farmhouse, have the right to immediately terminate the Booking Agreement and remove You and the entire party from the Property without any refund or alternative accommodation being provided. The maximum number of persons occupying the property must not exceed (16 persons) and only those listed on the booking can occupy the property. If you wish to invite additional day visitors to visit you during your stay, please ask us first. No extra overnight visitors are allowed to stay at the property.
* Your Booking will not be complete until You receive a confirmation document.
* Penlan Farmhouse reserve the right to accept or refuse Bookings.
* If You fail to pay the balance of the Rental Fee by the Due Date, Penlan Farmhouse reserves the right to re-let the Property You have booked and retain any Deposit received.
* Once a Booking has been accepted and confirmed by Penlan Farmhouse or their representative in accordance with conditions set out above, ONLY numbers and some guest names on the booking can be changed ( lead booker must not be altered). Maximum 16 guests to stay at the property.

a) with the prior written agreement of the agent on behalf of the Owner; and

b) by no later than 30 days before commencement of stay.

 **Cancellation by You**

You may cancel Your Booking at any time by sending written notice to Penlan Farmhouse by email or letter sent by recorded delivery . The cancellation charges set out below will apply.

A full refund of your deposit will be given if cancelled more than 60 days before arrival ( of commencement date), deposit will be retained if cancelled more than 30 days before arrival ( with the offer of using said deposit to return at a later date convenient to both parties.).

If you cancel with less than 30 days notice and Penlan Farmhouse are unable to re-let the Property for the whole of that Rental Period we reserve the right to retain the full monies paid. If we are able to relet, we will return 60 % of all monies paid only .

If for any reason beyond Penlan Farmhouse is not available on the date booked, or the Property becomes unsuitable for letting, Penlan Farmhouse may cancel the Booking and refund all payments made by You in full (including the Rental Fee and any Deposit paid).

Cancellation insurance is not compulsory but we strongly recommend insurance to protect you in the event that you need to cancel your booking. We recommend that You take out Your own insurance to cover against any damages that may occur. You should ensure that any such insurance covers You for pre-booked UK self-catering holidays. If you choose not to, then you accept responsibility for any loss that you may incur due to your cancellation.

**Use of Property and House Conditions:**

**Bookings are subject to the following terms and conditions:**

Specific terms relating to the use of the Property, including the number of permitted guests, types of use and noise are set out in the House Conditions.

The letting confers upon You the right only to occupy for a holiday within the meaning of Schedule 1, Paragraph 9 of the Housing Act 1988. Not to part with possession of the Property, or share it, except with the actual members of the party confirmed in the Booking. You must not use the property except for the purpose of a holiday. The client may in no circumstance re-let or sublet the property not to sell or transfer the Booking to another party without Penlan Farmhouse’s Owner’s written agreement.

The contract binds you (the lead booker) & all the members of the party who are part of the booking. It is your responsibility to ensure that all members of your party accept the terms of the contract set out in these terms & conditions. Failure to disclose all relevant information or comply with these terms may lead to termination

of the contract & loss of the booking. You are responsible for the supervision of all members of your party under the age of 18 at all times.

Hen and stag parties not welcome. No pets currently permitted.

If you want to use the services of a third-party supplier (e.g. a chef, beauty treatments) this must be agreed beforehand. If you bring a third-party supplier without consent, we reserve the right to ask them to leave. We do not accept liability for the activities of any third-party supplier. We are however very happy to recommend local suppliers, chefs, yoga teacher etc.

Any problem or complaint must be immediately reported directly to us/our representatives to allow us the opportunity to resolve it.

You agree:

Non-compliance with all house rules will be considered as a breach of the terms and conditions of the rental agreement. We reserve the right to terminate the booking with immediate effect and without a refund.

* Not to enter the Property before the check-in time specified in the House Conditions on the Commencement Date unless otherwise agreed by Penlan Farmhouse in writing, on behalf of the Owner. Tenancies normally commence at 3pm on the arrival date.
* To vacate the Property by no later than the check-out time specified in the House Conditions on the agreed day of departure unless otherwise agreed by Penlan Farmhouse Owners or their representative, this must be done in writing. Guests are required to leave the rental by 11am or midday ( Sunday only) on the day of departure. Failure to do so may result in you being charged a further day’s rental.
* To pay for any losses or damages to the Property, caused by You or a member of Your party (reasonable wear and tear excluded). We appreciate that minor damages like the odd broken wine glass will happen, these accidental damages will not be charged for but anything in excess of £50 will be. The accommodation will be inspected at the end of the holiday, should Penlan Farmhouse Representatives or the Owner be dissatisfied with the condition of the Property upon Your departure, You will be liable for any charges associated with additional cleaning (such as carpet cleaning or removal of unwanted items) or for damage caused during Your stay. These are to be paid for in full within 7 days of notification by email or letter. If damage occurs and the owner must cancel and/or refund subsequent bookings, the owner may bring a claim against you for any loss arising as a result. A contract between you and the owner comes into existence when the deposit or full payment is received, and a booking confirmation is issued showing the confirmed holiday dates.
* In making a booking you accept responsibility for any theft, breakage or damage caused by you or any member of your party and agree to indemnify us in full for any loss that we may incur as a result
* To take good care of the Property, including but not limited to its grounds, furnishings, pictures, art work, kitchen equipment and other fixtures and fittings, during Your stay and to leave it in a clean and tidy condition at the end of the Rental Period.
* All inventory must remain in the property, not moved to other rooms, no indoor items taken outside and no items to be taken to another property.
* If any keys issued are not returned at the end of your stay, then the cost of replacement will be charged to you.
* Should the House Conditions provide consent in the future to allowing a pet to stay at the Property ( pets not currently allowed as of January 2025 ). You agree to be responsible for cleaning the Property during and before Your departure so as to remove all traces of the animal being at the Property. An extra minimum of £100 is charged for extra cleaning required for pet stays. This would only rise if there is exceptional and unreasonable mess left behind by a visiting pet and would be considered as damage to the property.
* To permit Penlan Farmhouse’s agent, the Owners and their representatives reasonable access to the Property for the purposes of inspection, maintenance or repairs. We will inform you in advance of our visit unless it’s an emergency.
* To respect the well-being of those occupants of adjoining or nearby properties and not to cause any annoyance or become a nuisance. We reserve the right to terminate your rental agreement with immediate effect where the unreasonable behaviour of the persons named on the booking (or their guests) may impair the enjoyment, comfort or health of others. Requiring You to leave the Property immediately without a refund of any monies paid by you.
* The owners shall not be liable to you or your holiday party for loss or damage to your property, however arising.
* We expect fair and reasonable usage of the free EV charger. Any energy used to a value of more than £100 during your stay will incur an extra charge per unit of electricity used.
* No smoking policy inside all areas of the property. Designated smoking area can be found outside.

**Owners Liability disclaimer**

In all cases, except for personal injury or death, the Owners liability to You for the total of all claims arising out of the letting is limited to the Rental Fee.

This Booking Agreement is between You and Penlan Farmhouse and its Representative or Air BnB. No other person shall have any rights to enforce any of its terms.

It is a condition of the letting that the owners are not liable for loss, injury, damage, accident, flood, weather conditions, fire, Act of God, strike, failure of travel arrangements, or any other eventuality beyond their control.

We shall do all we can to repair any breakdown in services, machinery or equipment as soon as reasonably possible, but we accept no liability for any loss or damage caused by such breakdown. The property is let on the understanding that visitors are responsible for their own and their visitor’s safety and no responsibility will be accepted for any person’s safety in or around the dipping pond, garden area or within the house and out buildings.

**Complaints**

Any complaints or concerns that You may have about the Property or the Property’s condition must be communicated to the agent or Penlan Farmhouse at the time the issue first comes to Your attention during your stay.

Penlan Farmhouse it’s representatives and the Owner accept no liability for complaints or concerns which relate to the Property or to the Property’s condition which You raise AFTER Your departure from the Property.

Complaints must not be raised directly with the Owner of the Property ( these may be passed onto the owner by their representative).

If a complaint is not resolved during the Booking, You should write to the Penlan Farmhouse within fourteen days providing details and evidence relating to the complaint ( by email or registered letter).

**Website and advertisements**

All information relating to the Properties has been provided by the Owner.

**Termination of the agreement**

If You commit a breach of any of these conditions, the agent and the Owners reserve the right to re-enter the Property and terminate the Booking Agreement with immediate effect and with no sums (of whatever nature) refunded to You.

**Changes to Terms**

Penlan Farmhouse may revise these Terms from time to time.

If Penlan Farmhouse has to revise these Terms .We will give You at least 1 week’s written notice of any changes to these Terms before they take effect.

**How agent and Penlan Farmhouse may use Your personal information**

Agent and Penlan Farmhouse will use the personal information You provide to:

1. facilitate the Booking
2. process Your payment for the Booking; and
3. inform You about similar products or services that they provide, but You may stop receiving these at any time by contacting Penlan Farmhouse.

Any information provided to Penlan Farmhouse may need to be provided to the Owner (or their representatives) but will not otherwise be disclosed to any third parties without Your consent.