

River Tawe Holiday Apartment

Terms and Conditions

In these terms and conditions "You" or "Your" means the person named in the confirmation invoice. "We" or "Us" means River Tawe Holiday Apartment, Ysgol House, Pantyffynnon Road, Ystradgynlais, Powys, Wales, SA9 1EU. Please read these Terms and Conditions carefully before making your booking.

1. Your booking

1.1 Your contract with us will begin when we issue you with your confirmation invoice. Your contract with us will be on the terms set out in these Terms and Conditions.

1.2 We may offer you the option of provisionally holding a booking if you contact us by telephone or email. We will let you know how long we are able to provisionally hold your booking for when you contact us – if you do not confirm your booking by that time, the accommodation will be released for general sale.

1.3 All bookings are formally confirmed when we issue you with your confirmation invoice. Your confirmation invoice will set out the accommodation you have booked, the dates of your booking, the total amount payable for your booking and the dates on which payments are due. We will issue you with your confirmation invoice by email or, if requested, by post.

1.4 You, as the person making the booking, will be responsible for all members of your party. You, as the person in charge of your party, must be at least 18 years old at the time of booking.

2. Paying for your accommodation

2.1 For bookings made more than 8 weeks in advance you must pay us half of the total amount payable for your booking at the time of booking. We must then receive the balance by the date set out in your confirmation invoice (which will generally be 8 weeks before the start of your stay).

2.2 For bookings made less than 8 weeks in advance you must pay us the total amount payable for your booking at the time of booking.

2.3 If you do not make any payment by the date it is due, we will send you a reminder by post, by email or by telephone. If you fail to make the relevant payment within 14 days of the date it is due, we will assume that you wish to cancel your booking. If this happens, your booking will immediately be cancelled and the cancellation charges set out in Section 4. ("If you want to cancel your booking") will apply.

2.4 We reserve the right to change or withdraw a promotional offer at any time by amending or removing details of these offers from the relevant sections of our website. Where we are unable to provide you with a discount or offer on your booking due to this offer having been withdrawn or amended:

(a) where we have not processed your order, we will e-mail you to notify you the offer is no longer available, and cancel your booking; or

(b) where your order has already been processed, we will notify you by e-mail that the discount or offer is no longer valid, and provide you with a refund of any monies you have already paid.

3. Pricing for our accommodation

3.1 We periodically review and amend the prices we charge for our accommodation. For the most up to date pricing information, please check our website www.rivertaweholidayapartment.co.uk or call us on 01639 415885. We will confirm the price of your accommodation at the time you make your booking and in your confirmation invoice.

3.2 All prices given in our brochures, by telephone or on our website include all charges for water, gas, and electricity.

4. If you want to cancel your booking

4.1 Your contract with us is a contract for the provision of leisure accommodation on a specific date or dates and this means that you do not benefit from a "cooling off" period. We do, however, offer you the right to cancel your contract subject to the provisions of this section 4.

4.2 If you wish to cancel a confirmed booking you must let us know by email or in writing as soon as possible. Your booking will be cancelled with effect from the day we receive your email or written notification.

4.3 The closer your cancellation is to the start of your booking, the less likely we are to recover the cost of your booking by re-selling your accommodation. Our cancellation charges therefore increase as your start date approaches. For the purposes of the table below, the total cost means the total amount payable in relation to your booking, as set out in your confirmation invoice.

No. of days prior to holiday start date cancellation charge.

More than 180 days – an administration fee of £25 to cover the costs we incur in cancelling your booking

180 to 57 days - 33% of the total cost

56 to 29 days - 50% of the total cost

28 to 8 days - 75% of the total cost

7 days or less prior to holiday start date or at any point after holiday start date - 100% of the total cost

5. If you want to change your booking

5.1 If you want to change any detail of your confirmed booking you must let us know, by email or in writing as soon as possible.

5.2 Whilst we will do our best to accommodate you, we cannot guarantee that we will be able to meet any request for changes. Please note that it is not normally possible for us to change bookings less than two months before the start date. We also reserve the right to charge a fee for changes made to your booking on a sliding scale at our discretion.

No. of days prior to holiday start date rearrangement fee

56 to 29 days – 10% of the total cost

28 to 8 days – 25% of the total cost

7 days or less – 33% of the total cost

5.3 If we do change your booking, you must pay us an administration fee of £25 to cover the costs we incur in making the change to your booking. You must also pay us any additional rental costs due as a result of the change – we will confirm the amount of any additional rental costs due at the time we change your booking.

6. If we need to change or cancel your booking

6.1 We do not expect to have to make changes to your booking, however sometimes problems happen and bookings have to be changed or cancelled. We will only change or cancel your booking if necessary to perform or complete essential remedial or refurbishment works or for other reasons unforeseen at the time you made your booking which are beyond our reasonable control.

6.2 If we do need to change or cancel your booking, we will refund you the total amount you have paid us for the booking.

6.3 If we do need to change or cancel your booking under this Section 6, we will only be responsible for foreseeable losses that you suffer as a result of that change or cancellation and we will not be responsible for any unforeseeable losses you suffer as a result of that change or cancellation. A loss is foreseeable if it is an obvious consequence of our change or cancellation of your booking or if it was contemplated by you and us at the time we entered into this contract.

7. Visitor standards and behaviour

7.1 You will be provided with a welcome pack at your accommodation that contains important information about your stay with us. Please ensure that you and your party read the welcome pack carefully on arrival. You must also ensure that you and your party familiarise yourselves with the layout of the accommodation and the location of the fire exits.

7.2 You must only use the accommodation for the purposes of your holiday. You must not use the accommodation for any other purpose, including for any business purposes, without our prior written consent.

7.3 You must keep the accommodation and its contents clean and tidy and leave them in the same condition as when you arrived. We encourage recycling and our welcome pack has information on the facilities.

7.4 You must not use the accommodation, or allow it to be used, for any dangerous, offensive, noisy, illegal or immoral activities. You must not cause any nuisance or annoyance to any neighbours or anyone else during your stay.

7.5 Smoking and vaping (electronic cigarettes and pipes) are strictly prohibited in any part of your accommodation including outside areas. You and your party must not smoke inside or outside your accommodation or anywhere on the site. You and your party must not use candles, fireworks or Chinese lanterns anywhere on site.

7.6 You must comply with the instructions found in the welcome pack, particularly regarding the use of appliances for your safety.

7.7 Unfortunately, no domestic pets are permitted at our properties.

7.8 Wireless internet at the River Tawe Holiday apartment is free to those guests who accept these terms and conditions.

The Wi-Fi internet access Service is provided to you by The River Tawe Holiday Apartment. By connecting to the Service, you agree to abide by the terms and conditions below. If you do not agree to all of the terms and conditions, please do not use the Service.

We will use our reasonable endeavours to make the Service available 24 hours a day, however we will not be liable if for any reason the Service is not available at any time or for any period. Access to the Service may be suspended at any time. If you require any assistance in relation to the Service, you should contact us on 01639 415885

You will keep confidential any network access codes or passwords provided to you in order to access the Service, and will not disclose them to any other person for any reason. You will be responsible for any loss that arises from you losing, misusing or otherwise disclosing any such access codes or passwords.

You must not use, (or allow your fellow guests to use) the Service for any illegal purpose;

- Use the Service in such a manner as to host a web or other server, send or facilitate the sending of bulk e-mail or collect third party personal data without appropriate consent;
- Exceed typical bandwidths relevant to the period of Service;
- Resell, or attempt to resell, the Service to any third party.
- Visit Internet sites that contain obscene, hateful or other objectionable materials
- Upload, download or otherwise transmit commercial software or any copyrighted materials.
- Download any software or electronic files.

7.9 Please note that if you do not comply with the standards and behaviours set out in this Section 7 we may need to exercise our rights under Section 12 ("Our right to evict").

8. Maximum occupancy for your accommodation

8.1 You must ensure that the maximum number of persons occupying the accommodation does not exceed the maximum occupancy limits set out in our brochure and on our website. You must not bring additional camp beds to the accommodation or allow tents, caravans or campervans at the accommodation.

8.2 We set maximum occupancy limits in line with the facilities and equipment available at the relevant suggest we accommodation and in order to comply with applicable health and safety and regulatory requirements. As such, we reserve the right to require you to leave the premises (without any compensation) if you exceed the maximum occupancy limits as described in this Section 8.

9. Damage to the accommodation or its contents

9.1 If you discover that anything is missing or damaged on arrival at your accommodation you must notify us immediately on 01639 415885. If you do not notify us we will assume that you caused the relevant damage or loss.

9.2 You will be responsible for the cost of any accidental damage you or your party cause to the property or its contents in excess of £25.

9.3 You will be responsible for 100% of the cost of any non-accidental damage you or your party cause to the property or its contents. Any loss or damage caused by your failure to meet the requirements set out in these Terms and Conditions or in your welcome pack, will be considered non-accidental damage.

10. If you have a problem or complaint

10.1 We take care to ensure that our accommodation is of a high standard. However, if you have any problems with your accommodation, please contact us immediately and give us the opportunity to resolve it. Please contact us on 07852 965798. We will work with you to ensure that any complaints are investigated and resolved as promptly and efficiently as possible.

10.2 If you have an unresolved complaint at the end of your stay please contact:

David Pickering, River Tawe Holiday Apartment, Ysgol House, Pantyffynnon Road, Ystradgynlais, Powys, Wales, SA9 1EU, email address: bookings@rivertaweholidayapartment.co.uk Tel: 01639 415885

In considering any complaint, we will take into account whether we have been given the opportunity to investigate it and put matters right.

10.3 Please note that we will not tolerate any written, verbal or physical abuse towards any of our staff or representatives.

11. Our rights of access

11.1 Our staff or contractors may need to access the accommodation if there is an unforeseen problem, to investigate a complaint you have made, or to perform certain routine property checks. If this happens, we will do our best to let you know in advance of the date and time that we will need access.

11.2 If your stay with us lasts more than ten days we will provide a service clean. Our staff or contractors will need to access the accommodation in order to perform any service clean.

11.3 If we do need to access the accommodation for any reason we will always try to access the property at reasonably convenient times (other than in the event of an emergency).

12. Our right to evict

We may terminate our contract with you and ask you to leave your accommodation immediately (without any compensation being payable) if:

- (a) we consider that you or your party have committed a breach of these Terms and Conditions;
- (b) we consider that your or your party's behaviour endangers the safety of our visitors or staff on site;
- (c) any complaints are made of anti-social or unacceptable behaviour against you or your party;
- (d) you or your party cause an unreasonable amount of damage to the property or its contents; or
- (e) you exceed the maximum occupancy limit for your accommodation.

13. Our liability to you

13.1 If we fail to comply with these terms, we are responsible for loss or damage you suffer that is foreseeable as a result of our breach of these Terms and Conditions or our negligence, but we are not responsible for any loss or damage that is not foreseeable. Loss or damage is foreseeable if it is an obvious consequence of our breach or if it was contemplated by you and us at the time we entered into this contract.

13.2 Nothing in these Terms and Conditions is intended to limit our liability for:

- (a) death or personal injury caused by our negligence;
- (b) fraud or fraudulent misrepresentation on our part; or
- (c) any breach of the terms implied by Section 2,3, 4 and 5 of the Supply of Goods and Services Act 1982.

14. Events beyond our control

14.1 We will not be responsible for any failure to perform our obligations under these Terms and Conditions that is caused by an event outside our control.

14.2 An event outside our control means any act or event that is beyond our reasonable control, including without limitation fire, explosion, storm, flood, earthquake, subsidence, epidemic or other natural disaster, strikes or industrial action by third parties, terrorist attack or threat of terrorist attack, war or threat of war, civil commotion, riot, invasion, or failure of public or private telecommunications networks.

15. Some practical information for your stay

15.1 Your check-in and departure times will be set out in your confirmation invoice. Normally, check-in is available from 3pm on the first day of your stay and departure is required before 11 am on the last day of your stay. Please check invoice to confirm the check-in and departure times for your stay. If you do not leave the accommodation by the required departure time we reserve the right to charge you a late checkout fee to cover any costs we incur.

15.2 If you leave any of your possessions behind at the accommodation, please contact us as soon as possible. We reserve the right to charge you for any storage and delivery costs that we incur in relation to your lost property. We will hold all lost property for six months, after which it will be disposed of.

15.3 Our property is located in a quiet residential area and is next to our soft furnishing business and art gallery and it is important that you and your party do not interrupt or endanger the livelihood of those working at the property, our customers or residents of the surrounding area.

16. Data Protection

16.1 We may communicate with you from time to time about our work. We will tell you how we do this on our website.

16.2 If you wish to alter the way we communicate to you at any time you can write to the address given on the website, send an e-mail to info@rivertaweholidayapartmen.co.uk or telephone 01639415885. For more detail view our privacy policy online.

17. Governing Law

These terms and conditions are governed by English and Welsh law. You and we both agree to submit to the non-exclusive jurisdiction of the English and Welsh courts.