



Terms and Conditions 2022/2023

Please read these Terms and Conditions along with our Disclaimer and Privacy Policy carefully before you access or use this Site. Your booking is a legally binding contract and by making a reservation you are agreeing to comply with our Terms and Conditions as set out below.

Booking Terms

1. Weekly (7 day) bookings run from Friday to Friday or Monday to Monday; only full week holidays can be booked during busy times of the year to include Christmas, Easter, half-term and the Summer period (July – August).
2. Short stay bookings are available all other times of the year and these run from Friday to Monday (3 nights) and Monday to Friday (4 nights). Please contact us if you would like a different period of stay as this may be possible subject to availability.
3. Christmas Bookings – dates can be moved within a couple of days either side of your holiday to accommodate your requirements subject to availability. Aeolian is closed at New Year.
4. No bookings from all male groups, all female groups or large mixed groups of under 25s without prior agreement from the owners (please enquire further with us directly by telephone prior to booking).
5. We do not allow parties or events at the property.
6. A £125.00 refundable damage deposit is payable on all bookings.
7. A booking deposit of 20% of the total cost of the holiday is payable at the time of booking. If paying by cheque payment must be received within 5 days or the booking will be cancelled. Any refunds will be made to the same account payment originated from.
8. The final balance plus the damage deposit is due 8 weeks before the date of arrival for which a reminder email will be sent 5 days before. If the final balance is not paid on the due date Aeolian Holiday Cottage Wales will advise the guest by email (if applicable) that his or her booking is cancelled and his or her initial payment is forfeited and non-returnable.
9. For bookings made within 8 weeks of the due date of arrival full payment plus the £125.00 damage deposit is required at the time of booking.
10. In the event that we decline an application, the full amount of the booking deposit will be refunded to you by cheque or bank transfer. In the event that an application is accepted, the booking deposit will be retained by us and treated as a payment on account of the amount payable in respect of the letting.
11. Once a booking has been accepted by us the booking can only be changed to another date by treating the original booking as a cancellation. If there is a request



for a move to a different date, this can be accommodated in some instances and at our discretion. Changing bookings from one week to another confirmed date after the booking has been made will incur a £50.00 fee and changes cannot be made within 4 weeks of the arrival date. Changing the booking to a different date could mean a change in price which could be either more or less than the previously quoted booking price.

12. Bookings cancelled up to 8 weeks in advance of the arrival date will be refunded all payments made to date with a £100.00 cancellation charge applied.
13. For bookings cancelled less than 8 weeks before the arrival date, every effort will be made to re-let the property in which case 80% of the full payment made will be refunded to you. If however, the property is not re-let, 50% of the full payment made will be refunded to you.
14. Payments can be made via PayPal, bank transfer or cheque. Please make cheques payable to Mrs AV Evans.
15. All rental charges include VAT, where applicable.
16. The booking form must be completed in full by the party leader who certifies that he or she is over 18 years of age and is authorised to agree to the Booking Conditions on behalf of all persons who will occupy the property; during the period for which he or she has booked it and that they are all, apart from infants, aware of the Booking Conditions. They must provide their full name, a contact telephone number, an email address and their full home address. Please advise us of any changes to contact details. The booking form must also list the number of people within the party, their ages and address if different from the party leader. At no time must the guests on the booking form exceed the number in the property. We reserve the right to refuse admittance/and/or cancel the booking if this condition is not observed.
17. A short-term holiday rental contract between you and your party and the owners will come into existence when payment is received and a booking confirmation is issued showing the confirmed holiday dates. Please carefully check that all details of guests and date are correct. The confirmation of a booking does not render us liable in the event that the property is unavailable for occupation during the period reserved.
18. You may not transfer your Rental Contract to another person. If you do not stay at the Property during the Rental Period but your guests do, you will still be legally responsible for all your obligations under the Rental Contract and these Booking Terms and your guests' compliance with them.
19. In order that Aeolian can be thoroughly cleaned and prepared for the next arrival, departure time is 9:00am with arrival being from 4:00pm, this forms an essential term of your booking.
20. Entry is via private key safe, you will be given the code for the safe to release the door key 1 week prior to arrival via email with your welcome instructions.
21. We strongly advise that you take out comprehensive travel insurance to cover cancellations. If you choose not to, then you accept responsibility for any loss that you may incur due to your cancellation.



22. We (Aeolian Holiday Cottage Wales) shall not be liable to you or any member of you party for any harm, loss or damage to person or property arising from the letting.

Conditions

1. Your booking will not be cancelled by the owners except in exceptional circumstances beyond our control. Notification will be given of the cancellation as soon as possible and we will promptly refund all payments made for your holiday. Our liability for cancellation will be limited to payments made to us.
2. The maximum number of persons using the accommodation at any time must not exceed 8 plus an infant and only those listed on the booking form can occupy the property. We reserve the right to terminate the booking without notice and without refund in case of a breach of this condition.
3. Children are very much welcome as this is a family orientated holiday cottage.
4. 1 or 2 house-trained dogs are again very much welcome at a cost of £25 per dog, subject to the following conditions. Your pet must be healthy, regularly wormed and free of fleas - if not, please do not bring them! Before bringing a dog(s) in the house please ensure they are clean, dry and free of sand. Your pet must **strictly** stay on the ground floor and not be allowed on the sofas or chairs; a dog basket and food/water bowls, a couple of old towels and spare leads are provided but you may wish to bring your own bedding for your pet. Under no condition whatsoever are dogs allowed on the first or second floors and **definitely** not in the bedrooms. This is to protect our guests who don't have pets and so we know that any pet related cleaning will only be necessary in the ground floor accommodation. Pets cannot be left alone in the property at any time and please ensure they don't upset our neighbours by barking. The rear garden is completely enclosed by a high fence and it is your responsibility to clean up any mess your dog leaves, you will find a supply of pooh bags in the hall console table. Criccieth beaches are dog friendly from 30th September through to 1st April and off limits in the summer months, however there is a dog friendly area by the RNLI station which can be used all year round. Dogs are welcome in most restaurants and cafes around the town but obviously do check with the proprietor beforehand. There are numerous dog bins around the town which we ask that you use during your stay and we specify that **strictly** no dog mess is left in the Veolia bin at Aeolian on your departure. Any significant damage or stains will be deducted from the refundable damage deposit.
5. You must not use the property except for the purpose of a holiday during the holiday period, and not for any other purpose or longer period. The agreement to stay in the property for the holiday period does not create the relationship of Landlord and Tenant between the parties. You shall not be entitled 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.
6. Accessibility – as this is a Victorian property situated over 3 floors it is not considered suitable for wheelchair users.
7. Catering is not supplied.
8. No smoking, vaping or illegal drug use at the property.



9. Smoking, vaping or illegal drug use anywhere inside the premises will result in immediate termination of occupancy and forfeiture of all payments. This must be strictly adhered to and any damage or extra cleaning caused by pets or smoking etc will be at the expense of you.
10. Candles or disposable barbeques are not allowed either inside or outside the property.
11. The owners reserve the right to refuse a booking without giving any reason.
12. We or our representatives reserve the right, at a mutually agreed convenient time, to enter the property to undertake essential maintenance or for inspection purposes.
13. In making a booking you and your guests agree to keep the Property and all furniture, utensils, equipment, fixtures and fittings in or on the Property in the same state of repair and condition as at the commencement of the Rental Period and to ensure that at the end of that period the Property is left in the same state of order and cleanliness in which it was found. **We may make an additional, reasonable charge for professional cleaning after you and your guests' occupancy as may be required to return the Property to its original state of cleanliness and tidiness.**
14. In making a booking you will (and ensure that your guests will) use the Property and Rental Services lawfully, will not abuse any facilities provided as part of the Rental Services and will comply with any health and safety or other policies or instructions notified to you by us in connection with the Property or Rental Services.
15. Damages and breakages – please treat the facilities and accommodation with due care so that other guests may continue to enjoy them. If you notice something is missing or damaged in the property, please let us know immediately so that we can take the appropriate action. If there has been any damage or breakages during your stay, we would be grateful if you could report them promptly, especially before check-out. You agree to 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. A refundable damage deposit of £135 is required and will be returned within 14 days of the end of your holiday on inspection of the property. This will be refunded via cheque or bank transfer, less the cost of damage/breakages. The property is carefully cleaned and prepared for you and is required to be left in a clean and tidy condition on departure. Failure to do so will affect your damage deposit. The accommodation will be inspected at the end of the holiday and you may be charged for any loss or damage.
16. Please do not move any furniture (apart from the travel cot) from one room to another.
17. Please remove shoes (especially when returning from the beach) before entering the house. If guests could bring slippers etc to wear indoors that would be extremely appreciated to protect the slate flagstones and especially the carpets on the 1st and 2nd floors and bedrooms.
18. Please lock the doors and close the windows when you leave the property unoccupied.



19. Please make sure you switch off lights, heating, hairdryers or any electrical appliances when you go out – we're an eco friendly home.
- 20. Please don't take any of the house bath towels with you to the beach. Please use the beach towels provided.**
21. Please note that if any keys issued are not returned at the end of your stay, then the cost of replacement will be charged to you.
22. The guest may in no circumstance re-let or sublet the property, even free of charge.
23. The owners shall not be liable for any temporary defect or malfunction of any equipment or appliance in the building or grounds.
24. No compensation will be given for any temporary outage of electricity, gas, water, internet connection or television.
25. The use of the property's Wi-Fi is included in the booking and for the duration of your holiday. It is the responsibility of you, the guest, to ensure that you do not break any internet usage laws. If this is not adhered to then we reserve the right to pass any requested information onto the Police. The owners will accept no liability for prosecutions resulting from the downloading of illegal or inappropriate content during the rental period.
26. Under the Data Protection Act personal data will only be used for the legitimate interests of Aeolian Holiday Cottage Wales and will not unduly prejudice the rights and freedoms of the individual in question.
27. Guests are responsible for the safety and security of their children at all times. Never leave children without adult supervision.
28. Please respect the nearby community and try to keep noise levels to a minimum, especially between 23:00 (11pm) and 08.00 (8am).
29. We reserve the right to terminate a holiday without compensation where the unreasonable behaviour of the persons named on the booking (or their guests/pets) may impair the enjoyment, comfort or health of others.
30. Any complaint must be made either verbally or in writing during the time of your holiday at the property so that it can be investigated and remedied as soon as possible. Complaints will not be accepted or dealt with after the holiday.
31. Please make every effort to ensure you remove all your clothing and belongings at the end of your holiday. We will return items to you on receipt of full payment for the postage required and an additional £5 handling and packing charge.
32. Items not claimed after 28 days will be disposed of.
33. We reserve the right to make reasonable amendments or additions to these terms and conditions without notice.



34. This property is privately owned and is our home. We expect all guests to enjoy the facilities and treat the property with the same respect that they would their own home.
35. Provisional bookings can be made for future years where prices have not yet been agreed. Once prices are agreed all guests with provisional bookings will be contacted to request the deposit.
36. We will not accept responsibility for any matter beyond our control. For example - the effects any works, events, nearby building work or invasion by pests etc may have on your enjoyment of the Property. This does not affect your statutory rights.
37. Governing law and jurisdiction – the contract between Aeolian Holiday Cottage Wales and the Customer shall be governed by the laws of England and Wales. Each party irrevocably agrees that the courts of England and Wales shall have the exclusive jurisdiction to settle any dispute of claim arising out of or in connection with the Rental Contractor its subject matter or formation (including non-contractual disputes or claims).