#### Movement Sense c.i.c



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supporting the body, moving in nature

# **Terms and Conditions**

When booking Derwen Cottage or Barn Owl Barn/Ty Lluan Wen, you are entering a legally binding contract with Movement Sense c.i.c., which is subject to these Terms & Conditions. References to 'we', 'us' & 'ours' refer to Movement Sense c.i.c.,, and 'you', 'yours', 'your' & 'guest' relate to the person making the booking plus all members of the holiday party/group booking. It is your responsibility to make all the members of the holiday party/group aware of our Terms & Conditions.

#### **Prices**

All prices are in UK pounds sterling. Price modifications for extras and discounts are made in respect of the base price of the holiday. We guarantee that the price we quote for your booking and subsequently ask you to pay will not increase once we have agreed to accept your booking. We will honour all special offer prices, gift voucher purchases and discount codes subject to their Terms & Conditions of use.

#### Reservations

Reservations can be made by phone, email or preferably via our online booking system. We will confirm the reservation by email, and hold for a maximum of 7 days. If a deposit or full-payment (as appropriate) is not received within that time, we reserve the right to offer the holiday to other enquirers. The contract is deemed to have been made once the guest has paid a deposit and we have despatched a Confirmation of Booking. You must check the Confirmation of Booking and notify us of any errors immediately. You must be over 18 years of age at the time of making a booking, and have the authority & responsibility to accept all the conditions on behalf of all other party members. We reserve the right to refuse a booking and be under no other liability.

# **Payment**

For bookings made more than eight (8) full weeks before arrival, a deposit of one 25% of the total cost of the holiday, is required. The balance is due six (6) full weeks prior to the commencement of your stay. For bookings made less than six (6) full weeks before arrival, the total amount is payable in full upon making the reservation. Payment can be made by PayPal, cheques made payable to Movement Sense c.i.c, bank transfer or in the case of very late bookings, we may accept cash on arrival. Where a guest fails to pay their balance by the due date the booking will be cancelled and the deposit retained.

# **Damage/Security Deposit**

We require a security/damage deposit of £50 paid in cleared funds prior to your holiday. This is refunded within 2 weeks of the end of your holiday, less any payments for damage, returning left belongings, or if excess cleaning/laundering is required. We expect any damage in excess of £50 to be acknowledged and paid for.

# **Cancellation or Changes by the Guest**

Once a booking has been made, the guest has entered into a legally binding contract. If forced to cancel for whatever reason, then no refund of the deposit will be due. For cancellations within three (3) weeks of your holiday we regret that no refund of the full balance is due. A holiday cancellation protection plan should be taken out to cover this eventuality.

Cancellations must be notified in writing (including by email) to Movement Sense c.i.c immediately they occur, or can be self serviced through our online booking system.

We will wherever possible, accommodate changes to your booking dates and issue a revised booking confirmation without charge, as long as the start date of your original holiday is not less than eight full weeks away. We will endeavour to re-let the property and if successful will allow the guest to transfer to alternate dates less a £20 administration fee plus any other expenses incurred in re-letting. The expenses incurred in re-letting will be at the discretion of the Movement Sense c.i.c. If this is the case any payments made will be transferred to the new booking.

# Special needs and requests

It is your responsibility to satisfy yourself that Derwen Cottage and/or Barn Owl Barn is suitable for your needs, and to tell us at the time of booking of any special needs and requests. We will endeavour to fulfil any special requests but cannot guarantee that they will be met. Failure on our part to meet any special request will not constitute a breach of contract.

#### Website accuracy

We do everything that we can to ensure the accuracy of our information, especially on our website. We accept no liability for changes, or for changes to amenities and local activities, including those listed in our literature. Distances are approximate.

# **Number of guests**

We permit the guest and members of the guest's party, but no one else, to occupy the property for holiday purposes only. No more than the maximum number of persons stated in the website may occupy the property unless by prior written agreement with Movement Sense c.i.c. Extra charges may be applicable. Only those persons identified on the Booking Form are allowed to occupy the property and any changes to any of the members of the party must be advised to the Movement Sense c.i.c. in writing. We reserve the right to deny you access, or to require you to leave before the end of your stay if this is not adhered to. We will treat your holiday as having been cancelled and you will not be entitled to a refund or any compensation.

# **Arrival & Departure**

Arrival time is 3pm and departure time is 10.30am except by prior arrangement. You are responsible for informing us of late arrival so that we can arrange entry should we or our representative be unable to greet you on arrival. If you do not contact us and have not arrived by noon on the day following your expected arrival date, we will treat your booking as having been cancelled by you, and you will not be entitled to a refund.

#### **Pets**

We regret that we cannot accept pets apart from assistant dogs. Assistant dogs are not allowed on the furniture including beds, sofas and chairs. If you feel that you will be unable to keep your assistant dog off the furniture, you must bring throws and covers to protect them or these can be hired by prior arrangement. Assistant dogs on the beds however, are strictly forbidden and a charge for additional laundering will be made if dog hair is found on/in bedding. Assistant

dogs must not be left unattended either in the property, garden areas or guest's vehicles whilst parked at the property, without prior permission from the owner. All faeces must be cleared up and disposed of. Assistant dogs must be kept on a lead in the presence of livestock. Owners are liable for any damage caused by assistant dogs.

#### **Guests' obligations**

You must keep all furniture, fittings, and effects both inside and outside the property in the same state of repair and condition as at the start of your holiday. Loss, breakages and damage must be reported and will be charged.

You must leave the property clean and tidy. Excess cleaning will be charged.

You must behave considerately towards other guests, our representatives, the owners and their livestock and property. In turn you will be treated with civility and respect as befitting our guests.

Please do not smoke indoors or in the garden areas if adjacent to open windows or doors. All cigarette litter must be cleaned up.

Use of Movement Sense c.i.c leased land, and the Pistyllgwyn private nature reserve is at your own risk. Pistyllgwyn is a welcoming place for children. There is plenty of space for them to explore and roam, and play is encouraged and supported. However, guests are responsible for their children at all times. Please follow the signed pathways. Warning signs and any requests to avoid any areas, must be observed. We reserve the right to prevent guests having access to part or all of the land in the event it is deemed necessary.

We will avoid disturbing you unnecessarily, but we, or anyone representing us, must have access to the property and grounds at any reasonable time during your holiday should it be necessary.

# **Complaints**

Your enjoyment during your stay is very important to us and we do all in our power to ensure it. We welcome feedback during or after your stay, and will implement any reasonable changes if we think it will improve our guests' experience.

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Complaints must be reported immediately. You are responsible for telling us of problems in order to give us the opportunity to put things right. Complaints made on departure or subsequently will not be accepted, and no liability accepted nor refunds due.

#### Liability

We cannot accept responsibility for any material loss, damage, additional expense or inconvenience directly or indirectly caused by or arising out of the property, its plumbing, gas, electrical services or exceptional weather. No responsibility is accepted for loss or damage of property, including assistant dogs, vehicles or vehicle contents belonging to the guest or any member of the party during their occupancy. We will not be responsible for failure of services beyond our control.

Children must be supervised at all times.

# Cancellation and changes by us

Once we have issued written Booking Confirmation we will do our best not to make any changes to your booking. We reserve the right to refuse any booking and to cancel any bookings already made if the property is unavailable for any reason. We undertake to inform you promptly of changes. In the unlikely event of cancellation of your holiday, we will refund all monies paid but will have no further liability or obligation. However, efforts will be made to secure alternative accommodation if required.

# **Breaking Terms & Conditions**

We reserve the right to repossess the property if you fail to comply with any of our Terms and Conditions. You will be required to leave the property and no refunds will be given nor liability accepted.

#### Personal details

We need your correct personal details (inc. mobile number & email address) when making a booking so that we can communicate with you about your holiday. We also use these details to check that you are the account holder for the card number you use. We may use cookies on our website and store your IP address in order to analyse the usage trends of our website.

#### **Privacy**

We take all reasonable steps to ensure the security of your personal data. We

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do not handle your card details ourselves, entrusting it to a Payment Card Industry accredited third party. We will not sell your details to a third party without your consent. We will automatically add you to our mailing list for occasional mailings unless you specify otherwise by unsubscribing.

# Smoking

Movement Sense c.i.c operates a strict non-smoking policy in or near any of the buildings. There is a strict total ban on smoking in or near any of the agricultural buildings and polytunnels.

#### **Force Majeure**

Movement Sense c.i.c cannot accept responsibility or liability for any alterations, delay or cancellation or any other loss or damage caused by war, civil strife, terrorist action, industrial disputes, fire, sickness, bad weather, epidemics, acts of any government or public authority, changes imposed by rescheduling of airlines or any other event outside our control.

#### Waiver

The failure of Movement Sense c.i.c to enforce or exercise, at any time or for any period of time, any term of, or any right pursuant to this agreement does not constitute and shall not be construed as a waiver of such term or right.

# Miscellaneous

The guest agrees that the contract with Movement Sense c.i.c is made at the premises and that any proceedings between the parties shall be conducted in the Carmarthenshire County Court.