

TERMS OF BUSINESS

Holiday Accommodation

'Us' 'We' refers to the Owner – Crogen Enterprises

'You' 'Client' refers to the holidaymaker/guest

Making your booking

All bookings are subject to availability. The party leader must be at least 18 years at the time of booking. The party leader must be authorised to make the booking on the basis of these Booking Conditions by all other members of the party. By making the booking, the party leader confirms that he/she is so authorised and that all other party members agree that the booking is subject to these Booking Conditions. The party leader is responsible for making all payments due to us.

Subject to availability and receipt of all applicable payments by us, the party leader will be issued with a written confirmation as soon as reasonably possible showing your booking details and the balance of your total booking cost remaining due. Your binding contract with us comes into existence when the written confirmation is issued. For bookings made within 14 days of departure, a binding contract with us comes into existence when we give verbal confirmation of your booking to you and you have made the appropriate payments to us. Receipt and banking of any deposit monies will not constitute acceptance of a booking.

Please note we will provide you with your written confirmation either by post, electronically or by email. If you book with us, we will acknowledge receipt of your booking either by post or email, as preferred by you. Please advise us of any change to your email address.

We have the right to refuse any booking prior to the issue of your written confirmation. If we do this, we will tell you in writing and promptly refund any money due that you have paid to us. In this case we shall not have any liability towards you.

As soon as your confirmation is received, you must check the details carefully. If anything is not correct you should tell us immediately.

Payment

All prices are subject to VAT

Booking Coach House: A deposit payable on booking of £250.00 per visit (non-refundable).

Booking Bryn Awel: A deposit payable on booking of £100.00 per visit (non-refundable).

We can accept cheques, payable to Crogen Enterprises, or, our preference, bank transfer to:-

Lloyds TSB, Wrexham

Account Name : **Crogen Rental and Enterprises**

Account Number : **01410392**

Sort Code : **30-99-95**

Balances for both properties are payable 8 weeks in advance of departure.

If bookings are taken within 8 weeks of departure, the full payment must be made at the time of booking.

If a booking is made within 2 weeks of departure, the payment must be made in full by bank transfer immediately.

If payment due is not paid by the appropriate date, we are entitled to assume that you wish to cancel your booking and will be entitled to keep deposits paid.

A booking is not considered confirmed until the appropriate payment has been received.

CANCELLATION CHARGES

Number of days	Cancellation Charge
before start date of your arrangements that notification of cancellation is received by us	(plus all booking fees, insurance premiums, credit card charges or administration fees payable by you)
More than 56 days	Full Deposit (including any Balance of Deposit due)
29 - 55 days	50% of Accommodation Cost or Full Deposit (including any Balance of Deposit due), whichever is the greater.
15 - 28 days	75% of Accommodation Cost
14 days or less	90% of Accommodation Cost
On arrival date or later	Full Accommodation Cost

Cancellations occasionally occur due to exceptional circumstances. At our discretion, we would offer a full or part refund in such instances.

Cancellations or changes by us

We do not expect to have to make any changes to your booking, but sometimes problems occur and bookings have to be changed or cancelled. We reserve the right to do so. If this does happen, we will contact the party leader (by telephone where reasonably possible in the case of a significant change or cancellation; minor changes will be notified by post) as soon as is reasonably practical, explain what has happened and inform you of the cancellation or change.

Late payment

We have a statutory right to claim interest on late payments, both on deposits and balances due, as well as a contractual right to claim interest, as set out in these terms of business. The interest on such late payments shall be calculated at 2% per week, based on the Lloyds Bank rate of interest at the time of due payment.

Contractors

For events, customers are responsible for informing owners of the arrival times of all sub-contractors who must report to the customer, who must in turn inform the owners. All sub-contractors must be supervised once in the grounds of Crogen; liaison must be through Annabel Griffith. The removal of equipment must be supervised by the customer and this must be achieved within 48 hours.

Third Party Cover

All sub-contractors must have the correct third party insurance.

Force Majeure

Except where otherwise expressly stated in these Booking Conditions, we, regret that **neither** we cannot accept liability or pay any compensation where the performance or prompt performance of the obligations under your contract by us is prevented or affected, or you otherwise suffer loss as a result of "force majeure". In these Booking Conditions "force majeure" means an event beyond the reasonable control of us which we could not, even with all due care, foresee or avoid including, but not limited to: strike, lock-out, labour dispute, act of God, acts of terrorism, war, riot, civil commotion, malicious damage, compliance with a law or governmental order, rule, regulation or direction, accident, breakdown of plant or machinery, insolvency or bankruptcy of us, the owners, fire, flood, snow and storm, difficulty or increased cost in obtaining workers, goods or transport and other circumstances affecting the supply of goods or services.

Brochure or website details

We aim to ensure that the information provided is accurately conveyed on our website, in brochures and other promotional literature or material produced. There may be small differences between the actual property and its description or photographs, as we are always seeking to improve services and facilities. Occasionally, problems mean that some facilities or services become unavailable or subject to restriction. If this happens, we will tell the party leader as soon as reasonably practical after we become aware of the situation. We cannot accept responsibility for any changes or closures to local services or attractions mentioned in the brochure or on our website, by our advisers or advertised elsewhere. We make reasonable efforts to ensure that information supplied to you in relation to your property and its facilities and/or services as well as advertised travel and other services is accurate and complete as at the date given. We cannot accept responsibility for any inaccurate, incomplete or misleading information about our properties or its facilities and services, except where any such information has arisen out of our negligence.

Your Property

You can arrive at your property at any time after 3.00pm (unless otherwise advised) on the start date of your rental period and you must leave by 10.00am on the last day. If you fail to arrive by 12 noon on the day after the start date of your rental period and you do not advise us of your late arrival, we may treat your booking as having been cancelled by you. No refund of any monies paid by you will be made in this situation.

We require you to pay a security deposit 2 weeks prior to arrival by cheque, made payable to 'Crogen Enterprises'. We will keep your cheque on file and will only have cause to cash it in the event of breakages or damage to the property. Any excess will be refunded to you.

You and all members of your party agree to keep the property clean and tidy, to leave the property in a similar condition as you found it upon your arrival, and to behave lawfully at all times whilst at the property. You and all members of your party further agree not to use the property for any unlawful or commercial purpose, including without limitation assigning or subletting it or otherwise allowing anyone to occupy it who has not previously been accepted by us. You are responsible to us for the actual costs of any breakage or damage in or to the property - along with any additional costs that may result - which are caused by you and/or any members of your party, and we can require payment from you to cover any such costs.

We are entitled at our sole and absolute discretion to refuse to hand over to you, or to repossess, the property if we reasonably believe you or any member of your party is behaving unlawfully, or that any damage is likely to be caused, has been caused or is being caused by the behaviour of you or any members or your party. These circumstances will be treated as a cancellation by you. You also must not allow more people than the brochure states to occupy the property, neither can you significantly change the composition of your party during your occupation of the property. If you do any of these things, we can refuse to hand over the property to you, or can repossess it. If we do so, this will be treated as a cancellation by you. In these situations no refund of any monies you have paid in respect of your booking will be made and we will have any liability to you as a result of this situation arising (including for example any costs or expenses you incur due to not being able to occupy the property, such as the cost of securing an alternative property/ accommodation or the payment of any compensation to you). We will not be obliged to find any alternative accommodation for you.

You must allow us and any of our representatives (including workmen) access to the property at any reasonable time during your occupation of the property (except in cases of emergency or where a problem needs remedying quickly and you cannot be contacted in time - in these situations we are entitled to enter the property at any time without giving you prior notice).

Damage to grounds

The costs of repairing any damage caused to the property, contents or grounds within the Crogen boundaries by any of your guests or contractors involved in your event must be reimbursed to the Crogen Estate or Crogen Enterprises by the Client, or by said contractors.

Cleaning

Clients are responsible for making sure that the property and grounds are left in the condition in which they were found on arrival.

Pets

Two pets are allowed (in the Coach House only). If you take a pet with you, it is not allowed on beds, furniture or upstairs. Pets should not be left unattended in the property, and dogs should be kept on a lead outside the immediate garden. We would request that all guests clean up after their pets. Failure to do so will result in loss of deposit.

Parking and Driving on the Estate

Parking and driving on the Crogen Estate property is at your risk.

Signage

Under no circumstances should signs or notices be removed or defaced.

Private Equipment

Equipment such as, but not restricted to: bicycles, canoes, boats, gardening tools, sports items, is strictly forbidden for your use, except by prior arrangement, which will be at your own risk.

Complaints

If you have any cause for complaint then we are anxious that remedial action is taken as soon as possible. It is essential that you contact us, or our representative, immediately if any problem arises so that it can be speedily resolved. It is often extremely difficult (and sometimes impossible) to resolve difficulties properly unless we are promptly notified. Discussion of any criticisms with us, or our representative, whilst you are in residence will usually enable shortcomings to be rectified straightaway.

Governing Law

It is agreed that any dispute, claim or other matter which may arise in relation to your booking will be governed by English Law and the parties agree to submit to the exclusive jurisdiction of the Courts of England and Wales.

Insurance

We recommend that you take out adequate travel insurance to cover you for the duration of your stay.