

# Aberdovey Hillside Village

## Terms & Conditions (update 05 April 2023)

### 1 Interpretation of our terms and conditions

- 1.1 “Aberdovey Hillside Village” in the trading name of Galalent Ltd. “Aberdovey Hillside Village”, “the Company”, “us”, “our”, or “we” means Galalent Limited. The Company is responsible for the holiday business known as “Aberdovey Hillside Village”, including the maintenance of the grounds, buildings, furniture and fittings, the provision of all associated or additional services provided as part of the holiday rental of the property.
- 1.2 “Principal Guest” means the person making the booking who must be over 18yrs old and one of the holiday party. The Principal Guest to be identified as “Guest No. 1” on the Booking Form.
- 1.3 “holiday party” means the Principal Guest and all other guests named on the Booking Form and accepted by the Company as authorised to occupy the Property for the period specified on the Booking Form. “You” or “your” or “guest” also mean “ all members of the holiday party.
- 1.4 “the Property” or “apartment” or “house” means the named apartment or house stated on your booking confirmation located at Aberdovey Hillside Village, Aberdovey, Gwynedd LL35 OND, and shall include, where the context permits or requires, any and all common parts or communal areas.
- 1.5 “The site”, “the Holiday Village”, “Aberdovey Hillside Village” (the place), is the overall complex of the buildings and grounds in which “the Property” is situated.
- 1.6 Unless the context otherwise requires, words in the singular shall include the plural and vice versa.

### 2 Terms & Conditions in general

- 2.1 These terms and conditions are between you and Galalent Ltd. The current version is available to view on our website <https://www.hillsidevillage.co.uk> where a link to it will be found in the footer.
- 2.2 Please read carefully and make sure that you understand these terms before committing yourself to a booking as once a booking has been made you are bound by these conditions. We will not process a booking on our website, by email or over the telephone without confirmation that you have read and agreed to these terms and conditions.
- 2.3 You will be required as part of the online booking process to agree to these terms and conditions and in doing so you agree to be bound by and accept, without modification, these terms and conditions. If you do not agree with these terms and conditions, then you are not authorised proceed with making a booking.
- 2.4 Galalent Ltd reserve the right, in its sole, absolute and unfettered discretion, to modify, alter or otherwise update these terms and conditions at any time. Such modifications, alterations or updates shall be effective immediately upon posting on the website <https://www.hillsidevillage.co.uk> or when supplied in writing to the principal guest. By using the website <https://www.hillsidevillage.co.uk/home> after Galalent Ltd have provided notice of such modifications, alterations or updates, you agree to be bound by such revised terms and conditions.

### 3 Booking

- 3.1 Your application must be made via a booking link that we send you to complete the booking on-line via third party websites or our website <https://www.hillsidevillage.co.uk> if absolutely necessary we can provide a postal booking option, where the applicant will sign his agreement to these terms and conditions with completed Booking Details. Bookings made more than 6 weeks in advance require a 30% deposit payment. The full balance, including any optional extras chosen, is due 6 weeks before your holiday commences. Bookings made less than 6 weeks before arrival will require the full payment to be made at the time of booking.
- 3.2 The Principal Guest must be at least 18 years old and have the legal capacity to make the transaction at the time of booking. When booking, all the required information fields must be completed, including full details of all members of the holiday party.
- 3.3 The Principal Guest is responsible for making payment of the deposit to Galalent Limited (*Aberdovey Hillside Village*) and accepts financial responsibility for all transactions in respect of the booking.
- 3.4 All bookings are subject to availability. Bookings made via the online booking system are provisional until confirmed by Galalent Limited (*Aberdovey Hillside Village*) in writing.
- 3.5 Subject to the above and receipt of the deposit by Galalent Limited (*Aberdovey Hillside Village*), you will be issued with a written confirmation by email or post as soon as reasonably possible showing your booking details, the amount of the deposit paid and the balance due as applicable. It is your responsibility to check your emails regularly and to advise of any change to your email and/or postal address.
- 3.6 Your booking is made as a consumer and you acknowledge that no liability can be accepted for any business losses howsoever suffered or incurred by you. When we issue our written confirmation to you we enter into a contract with the Principal Guest, which is subject to these Terms and Conditions. Any disputes or queries will be between the Principal Guest and the Company. The Principal Guest will assume responsibility for the whole party and the compliance with these rules by the holiday party. We have the right to refuse any booking prior to the issue of our written confirmation, and if we do this we will tell you in writing and promptly refund any money you have paid us. When your confirmation is received from us, the details must be checked carefully. If anything is not correct you should tell us immediately. You may not add to the party size stated on your booking form without prior consent from us. Every guest including children (but excluding infants) must have an allocated bed in each property booked, unless otherwise agreed by us in writing. Infants are those occupants that will be sleeping in a cot with prior agreement by us.

### 4 Payment

- 4.1 When you make a booking, the deposit amount or full amount then due is to be paid using your debit or credit card via Worldpay’s “pay by link” service. Please contact us if you need assistance or for some reason this is not possible and wish to pay by another method. The deposit/full payment as applicable must be received before Galalent Limited (*Aberdovey Hillside Village*) sends you the booking confirmation email or by post. At this point your booking becomes binding. The balance of the holiday rental monies is due and payable by the date shown on the holiday rental invoice (6 weeks before your holiday start date).

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- 4.2 A security deposit (standard practise in our industry) may be charged against a credit card or debit card in the name of the Principal Guest at time of paying the booking balance or at the time of booking if less than six weeks prior to arrival, the amount of the security deposit will be identified on the booking form. If accidental damage of a minor nature should occur, you will not normally be charged. The security deposit will be refunded less any charge applied and released after departure once the property has been checked for damage or excessive housekeeping. If we choose not to require you to pay a security deposit, we reserve the right to invoice you the cost involved to address damage or excessive housekeeping, if this was the case you hereby agree to pay the invoice submitted to you by paybylink forthwith. We have a large percentage of returning guest who appreciate the cleanliness of the properties and leave the properties as they found them, we consequently do not feel it is necessary generally to require a security deposit. As you will appreciate on changeover day, if just one holiday party leaves the property they have stayed in, in a poor state and requires excessive cleaning this affects the guests who are coming to stay that day, in that it could not only affect the property they have stayed in being available but other properties too. So please respect the trust we place in you.
- 4.3 All deposits quoted or otherwise advised to you include all charges and any UK taxes or governmental levies that apply to your booking at the time of booking.

### 5 Cancellation of booking by you

- 5.1 Once your booking has been confirmed in writing by us, it is a contract. The onus is on the Principal Guest for payment in full for the holiday as specified in your booking confirmation. Any cancellation must be in writing from the Principal Guest. Cancellation will apply from the date of receipt of that cancellation by us. The booking deposit fee is non-refundable under any circumstances. If you have paid the balance and the cancellation is within 6 weeks of arrival, we will make every effort to re-book the property once formal cancellation has been received. If we are able to re-book at the same price the balance will be refunded to you. If we are only able to re-book at a reduced price (with your approval) the reduced balance will be refunded. If we are unable to re-book, the full balance will remain payable by you. We STRONGLY RECOMMEND you take out guest cancellation insurance against cancellation due to ill-health, bereavement etc. as the above refund terms are non-negotiable. The above are the terms, however at our discretion we will agree to move the booking to a later date. In the last few years we do not know of any guest who has lost their deposit or full payment when booking with us, whether because of Covid or not.

### 6 Changing the date of a booking

- 6.1 Your booking may not normally be moved from one date to another except at our discretion. If you wish to change the booking date you will have to cancel the original booking and the normal cancellation policy will prevail regardless of any subsequent booking made. See the last two sentences of clause 5.

### 7 Cancellation or amendment of booking by us

- 7.1 If we have to cancel your booking for any reason you will be refunded any monies that you have paid as at that date for the booking. If we have to terminate your holiday and require you to vacate the property early once you have started your holiday, you will be refunded part of the booking fee based on the time remaining of the booking. No additional compensation will be payable.
- 7.2 The Company reserves the right to change the property booked to another with at least the same number of beds and price band for any reason up to the date of arrival or during occupation.

### 8 Copyright, website and advertisements

- 8.1 We aim to ensure that the information and descriptions provided are accurately conveyed on our website (<https://www.hillsidevillage.co.uk> and on any other information we produce and on any authorized third-party websites or advertisements. There may be differences between the actual accommodation and its description as we are always seeking to improve services and facilities. Occasionally, unforeseen circumstances may mean that some facilities or services become unavailable, and if this is the case we will tell you as soon as reasonably practical as we become aware of the situation. Similarly, we cannot accept responsibility for any changes or closures to local area amenities or attractions mentioned on the website or advertised elsewhere.
- 8.2 Copyright: All content of our website [www.hillsidevillage.co.uk](http://www.hillsidevillage.co.uk) is the copyright of Galalent Ltd. If you wish to reuse any of our content please contact us first to obtain permission.

### 9 Data Protection Policy

- 9.1 We value the protection of your data very highly; for this reason we have chosen Supercontrol to manage our bookings, as received through a third party or our website <https://www.hillsidevillage.co.uk> or via us sending you a booking link by email following email or telephone communications with us. Your personal data is taken on their secure server. Supercontrol is [PCI compliant](#). Your data with them is protected by state-of-the-art encryption, and password. The systems are scanned frequently for thousands of vulnerabilities and security experts undertake regular tests.
- 9.2 We have security measures in place to protect your information needed to process your booking and to ensure that your holiday arrangements run smoothly. This information may also be provided to security or credit checking companies, public authorities, such as customs/immigration if required by them or as required by law.
- 9.3 We will not however, pass any information onto any person other than those necessary to ensure that we can provide the accommodation and services offered. This applies to any sensitive information that you give us such as details of any disabilities or dietary/religious requirements (in making this booking you consent to this information being passed on to the relevant persons). You are entitled to a copy of your information held by us. If you would like to see this, please contact us.
- 9.4 We will hold your information administration and contractual purposes, where collected by us, and may use it to inform you of offers in the future or to send you brochures. If you do not wish to receive such approaches in the future, please inform us of your wish to opt out in writing.
- 9.5 We publish in addition to these Terms & Condition our current Privacy Notice, Cookie Policy, and Website T &Cs on our website.

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### 10 Disabilities and medical problems

- 10.1 If you or any member of your party has any medical or access requirements that may affect your booking please notify us before you confirm your booking and give us full details in writing as early as possible before you travel. If we feel unable to properly accommodate the particular needs of the person concerned, we reserve the right to decline or cancel the reservation. Please refer to the access statement on our website for future information. Several of our properties have accessibility features and we can provide additional equipment such as shower and bath seats and raised toilet seats. Several of the properties have fixed grab rails, we also have available suction grab handles to use and position by guests as and if they so choose.

### 11 Village Environment

- 11.1 Aberdovey Hillside Village is a peaceful place, a characteristic that brings our family of returning guests back year after year. We consequently request that all staying with us respect this and help to maintain it. It is for the Principal Guest of each holiday party to make sure that their party members do adhere. All guests are asked to limit any noise between the hours of 11pm and 9am. Possession of the property can be refused, or you can be asked to leave before the end of the holiday if we feel this is not adhered to. Aberdovey Hillside Village generates a relaxed friendly atmosphere embodied by our dedicated team, who will do all they can to ensure your stay is relaxed and enjoyable as it can be.

### 12 Village Facilities

- 12.1 **Parking and vehicles:** We provide free dedicated parking spaces for guests during their stay with us, a minimum of one parking space is provided for each property, properties sleeping 6 or more can be provided with two if required, please advise on receipt of the digital Welcome Pack sent a few days prior to the start of your holiday by email. Additional parking for cars or for a larger vehicle than a car, boat parking etc. can be accommodated within reason but must be agreed with us before booking or will be subject to availability. Depending on the circumstances there may be an additional charge. 5 miles an hour speed limit must be observed by all guests and any visitors that they might invite to visit them during their stay. Parking for visitors to Aberdovey Hillside Village will need to be arranged in advance with us and parking permit obtain and will be subject to availability.
- 12.2 **Children's outside play area:** You are responsible for the safety of yourself and the members of your party whilst using the Children's play area as it is unattended. All reasonable care must be taken by all guests, and all rules displayed and held within the Welcome Pack must be obeyed. Children must be supervised at all times whilst using play equipment. We make every effort to keep the children's outside play area open in the summer months, although this is not guaranteed. It may be necessary to close it or to restrict individual items of play equipment; no compensation will be paid in the unlikely event of unavailability.
- 12.3 **Indoor facilities:** The facilities off "the Reception Courtyard" & "The Terrace" are available for use by guests, please refer to welcome pack for details. The Principal Guest must ensure the holiday party respects the time restrictions and any other requests or guidance as to the use of the facilities on any notices, in the welcome pack or by our staff. For 2022 there will be an additional indoor facility call the "air hockey room" this will be available on a booking arrangement.
- 12.4 **Dogs:** are welcome at *Aberdovey Hillside Village* but dogs must be kept under control on a lead within our grounds. Please do not allow your pet to defecate within the grounds, if they do so, clear up after them and put your poo bag in the pet waste disposal unit located on site. Please do not leave your pet(s) unattended in the property at any time. We regret that we cannot accept puppies unless they can be contained within a dog cage. Please don't allow your dogs on the furniture or in the bedrooms. No other pets are allowed unless agreed in writing. If your dog has been identified as a breed or individual dog subject to a control order as detailed within the Dangerous Dogs Act 1991 then this must be declared to us at the time of booking. We reserve the right to refuse any dog we believe constitutes a danger to other guests or staff or to impose restrictions or control measures for them to be present on site. We also ask you prior to booking and advise us if one of more your dog(s) is/are of a particularly large breed, if that is the case, we may need to limit the numbers in a property that is acceptable. This particularly applies if you intend to bring more than one dog. If you have any doubts, please contact us.
- 12.5 **Linen & towels:** Bed linen is provided (duvet covers, blankets, pillowcases, and sheets). Linen for cots & Towels are not provided. Tea towels are provided for the kitchens.
- 12.6 **Wi-Fi and internet:** Free Wi-Fi is available for guests; though we have superfast broadband, the service and extent of provision varies depending on location and demand. If Wi-Fi availability is important to you please check with us, before booking, what availability can be expected. In addition, there is multiple 4G mobile network coverage to all the properties in the village, your smartphone or other connected device can hotspot to other devices you may bring with you to provide your own network and penetrate deeper into the property where the mobile signal could be limited or unavailable. We shall not be liable for any failure or unavailability of the Wi-Fi internet, mobile signal or connection. If guests use our free Wi-Fi internet connection, they are solely responsible for complying with all relevant laws and ensuring that no computer or software virus, inappropriate or illegal material, is accessed or downloaded, we shall be fully indemnified by any guest using our Wi-Fi internet service against any computer or software virus which is downloaded and damages our software, systems or hardware, and against any other consequences of the accessing or downloading of inappropriate or illegal material. It is the sole responsibility of each guest to ensure that any parental locks or other restrictions are in place, and we cannot accept responsibility for any inappropriate access or use of the internet by children or others.

### 13 During your stay

- 13.1 **Arrival:** We look forward to receiving you on your arrival from 4pm. We ask that on your arrival you park up just inside the gates and call 01654767522 opt3, and we will provide you with the combination of the key safe of your property and the number(s) of the parking space(s) allocated to you. It is possible that we will have your property available for you before 4pm. It would be helpful to telephone us in advance and let us know of your plans, you may park up on site any time after 10am of your arrival day. If you are going to be arriving later than 6pm, we would ask that you advise us of your eta, by phone 01654767522 opt3.

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- 13.2 **Refusal of access:** We are entitled to refuse to hand over to you or to repossess the accommodation if we reasonably believe that any damage is likely to be caused by you or your party or can repossess the accommodation if damage has been caused.
- 13.3 **Use of properties:** You may not carry out any form of trade or business from the property, nor may you sub-let any part of the buildings.
- 13.4 **Smoking:** The properties, courtyards and shared grounds and gardens are entirely non-smoking, and you agree not to smoke in any part of the property or areas shared by others.
- 13.5 **Safety issues:** - It is the responsibility of the Principal Guest to: ensure that all party members are made aware of and comply with any reasonable written or oral instructions or requests given by us or our staff which may contribute to the health, safety or welfare of party members or of anyone else. The Principal Guest, as soon as practicable following the arrival time, should inspect the accommodation and any part of the holiday village which any party member may access during the booked period and familiarise themselves and the other party members with (a) Fire safety & means and routes of escape, (b) any actual and potential hazards and (c) such steps as are reasonably necessary to avoid illness, injury or damage which may arise from any such hazards.
- 13.6 **Fires:** Open fires or BBQs are not permitted on the balconies or terraces or any other part of Aberdovey Hillside Village except in the designated areas which may be from time to time identified by the management.
- 13.7 **Visitors:** You may have friends visiting you at the property that you have booked during your stay. They would not be permitted use any of the shared facilities, they are for the sole use of guests staying at Aberdovey Hillside Village. If you would like to have visitor(s) the Principal Guest is responsible to inform us of who and when. If the guest would like to park on site the Principal Guest will need to arrange with us a parking permit for the visitor, this would be subject to availability. In no circumstances may anyone other than the holiday party sleep overnight in the property or on the site as a whole. You cannot allow more people than you have booked to stay in the accommodation, nor can you change the makeup of the party during the duration of your stay in the accommodation without our written agreement.
- 13.8 **Departure:** So that time is available for us to prepare the property for the next guest, you must leave no later than 10 am on the last day. Delayed departure: If, without our agreement, the property has not been vacated by all party members by the departure time you will pay us 10% of the daily equivalent of the accommodation price for each hour or part thereof between the departure time and the time at which they are vacated. In any event the accommodation must be vacated by 12 noon of the day of departure.
- 13.9 **Cleaning property on departure:** You agree to keep the accommodation clean and tidy as found and leave the accommodation in a similar condition. The following basic level of cleanliness is required on departure; Cookers and ovens clean and fat-free. Kitchen floors swept. Crockery and cutlery washed/dried and put away. Toilets cleaned. Carpets vacuumed. Beds stripped (not mattress protectors). Any furniture, crockery or kitchenware moved must be restored to original position (especially if moved between properties). Property waste bins to be emptied by you into wheelie bins adjacent to the main carpark. Please don't leave loose bin bags in the waste area. Failure to meet this standard will result in a cleaning charge against your deposit or an invoice and paybylink sent to you as per clause 4.2 of these terms and conditions. Guests who come with dogs need to give particular attention to ensuring that they cleaned up after them, including removal of dog hairs.
- 13.10 **Damage to property:** If accidental damage of a minor nature should occur, at the Company's discretion, you will not normally be charged, however, you are responsible to Galalent Ltd 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 during your stay. An inventory is available for each property, and the accommodation will be checked by our staff prior to your arrival and as soon as possible after departure. Please notify us as soon as possible if you find there is anything missing or damaged that may not have been noticed by our staff.
- 13.11 **Accidents, injury and personal property:** You must take all necessary steps to safeguard your personal property and safety. No liability to you is accepted in respect of damage to or loss of such property, injury or harm. Vehicles and other property are left outside entirely at their owner's risk. Parking must be in accordance with the spaces indicated on site. We STRONGLY ADVISE that you retain appropriate insurance (holiday) cover for all members of your party and your possessions.
- 13.12 **Access:** You must allow us or any person representing us access to the property at any reasonable time during your stay.

## 14 Force Majeure

- 14.1 Galalent Limited (*Aberdovey Hillside Village*) will not be liable or responsible for any failure to perform, or delay in performance of, any of its obligations under these terms and conditions that is caused by events outside *Aberdovey Hillside Village's* reasonable control (**Force Majeure Event**).
- 14.2 For the purposes of these terms and conditions, **Force Majeure Event** means an event beyond the reasonable control of Galalent Limited (*Aberdovey Hillside Village*) including but not limited to strikes, lock-outs or other industrial disputes (whether involving the workforce of Galalent Limited (*Aberdovey Hillside Village*) or any other party), failure of a utility service or transport network, act of God, war, riot, civil commotion, malicious damage, compliance with any law or governmental order, rule, regulation or direction, accident, breakdown of plant or machinery, fire, flood, storm or default of suppliers or subcontractors.
- 14.3 Galalent Limited (*Aberdovey Hillside Village*) obligations under these terms and conditions are suspended for the period that the Force Majeure Event continues, and *Aberdovey Hillside Village* will extend the time to perform these obligations for the duration of that period. *Aberdovey Hillside Village* will take reasonable steps to bring the Force Majeure Event to a close or to find a solution by which Galalent Limited (*Aberdovey Hillside Village*)'s obligations under these terms and conditions can be performed despite the Force Majeure Event.

## 15 Entire Agreement

- 15.1 These terms and conditions constitute the entire agreement between you and Galalent Limited (*Aberdovey Hillside Village*). You acknowledge that you have not relied on any statement, promise or representation made or given by or on behalf of Galalent Limited (*Aberdovey Hillside Village*) which is not set out in these terms and conditions.

# ***Aberdovey Hillside Village***

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### **16 Variation**

16.1 Any variation, including the introduction of any additional terms and conditions by you, shall only be binding when agreed in writing and signed by *us*.

### **17 Governing Law and Jurisdiction**

17.1 These terms and conditions, and any dispute or claim arising out of or in connection with them or their subject matter or formation (including non-contractual disputes or claims), shall be governed by, and construed in accordance with, UK Law, and the parties irrevocably submit to the exclusive jurisdiction of the courts of England and Wales.

### **18 “Notice in Writing”**

18.1 'Notice in writing' means notice by post or by email to the Address given to confirm the booking. A notice given in accordance with these Conditions is deemed to be both given and received: if it is posted: on the 2nd (or, when sent by airmail, 5th) business day after the date of posting; if transmitted by email: on the date and at the time shown on the delivery receipt retained by the Sender.

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