Moody Meadows Caravan and Camping Park
Terms and Conditions

1. OUR CONTRACT WITH YOU

For the use of this document:

Moody Meadows Caravan, Glamping and Camping Park, Bargoed Farm, Llwyncelyn, Aberaeron, Ceredigion, SA46 0HL will be herein referred to as “Moody Meadows”, “our” and “we”.

The booking holder will be herein referred to as “you”.

Guests under the booking will be herein referred to as “Guests”.

1.1 These are the terms and conditions which apply when you book to stay at Moody Meadows.

1.2 Please ensure that you read these terms and conditions carefully, and check that the details of your booking are complete and accurate, before you submit your booking. If you think that you have made a mistake after you have submitted your booking, please contact us within 24 hours of the booking confirmation. Any errors raised by you outside the 24-hour period will be amended at our discretion only.

1.3 By submitting your booking and paying your non-refundable deposit, you agree that your stay at Moody Meadows is subject to these terms and conditions.

1.4 No booking shall be deemed to have been accepted by Moody Meadows unless and until the booking has been accepted in writing by Moody Meadows, which will take the form of an email confirmation of the booking.

1.5 Moody Meadows reserves the right to revise these terms and conditions from time to time in order to comply with changes in any relevant laws or regulatory requirements.

2. SITE RULES

2.1 You will and you will ensure that all Guests adhere to the following site rules:

Noise levels – Music, TVs and all noise must be kept at a reasonable level at all times and to an absolute minimum between 10pm and 8am.

Speed limits – The site speed limit is 10mph. This must be adhered to by all vehicles, including bikes, scooters, e-bikes and e-scooters.

Your Pitch – All units, awnings and tents must be erected only on the hardstanding gravelled area and not on the grass. Only one ‘sleeping unit’ is permitted per pitch. A sleeping unit includes any tent, campervan, motorhome, or caravan intended for overnight accommodation. The unit and all pitch extras must fit within the hardstanding boundary of the pitch booked. If the unit and all extras exceed the hardstanding pitch boundary an additional pitch must be paid for.

One Pup tent for children is included in the price of a unit. It must be no larger than 2m x 1.5m. Pup tents may only be used by up to two children from 9 to 17 years and the tent must be erected in the boundary of the pitch of the accompanying unit.

Awnings – One per pitch, must be attached and no larger than the width or length of the unit

Gazebos– One gazebo is permitted and can be up to 3m x 3m and can be pitched on the grass as long as no groundsheet. They must not be used as sleeping accommodation.

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Additional vehicles – A maximum of two vehicles are allowed per pitch, providing they fit within the hardstanding pitch boundaries. Any additional vehicles can be parked in the overflow carpark but must be registered with reception.

Pitch Preferences – We will always do our best to accommodate pitch preferences where possible. However, please note that pitch preferences cannot be guaranteed, and we reserve the right to change pitch allocations where necessary.

Arrival and departure times – Hardstanding pitches are reserved from 12pm on day of arrival until 10:30am on day of departure. Guests of hardstanding pitches must not arrive before 12pm on the day of arrival and must vacate by 10:30am on the day of departure. Hot tub pitches are reserved from 2pm on the day of arrival to 10:30am on the day of departure. Guests of hot tub pitches must not arrive before 2pm on the day of arrival and must vacate by 10:30am on the day of departure. Guests of hardstanding pitches and hot tub pitches must check in by 5pm Monday to Thursday and Saturday, 8pm on Fridays, and 4pm on Sunday. If you or any of your Guests do not depart by the departure time, you will be charged a late check out fee of £50 per pitch.

Electric Vehicles - We welcome Electric Vehicles at Moody Meadows. Charging your EV from your pitch hook up or via your caravan is dangerous and is strictly prohibited.

Early departures - If you choose to leave Moody Meadows before your booked departure date for whatever reason, no refunds or transfers will be given for the remaining days of your booking.

Hot tub pitches - Hot tubs may only be used by the Guests staying on the hot tub pitch (a maximum of 6 people).

Online food delivery – We do not permit, under any circumstances, online food delivery vans at Moody Meadows. Please support our local economy and buy from our many local shops.

Dogs welcome - Well behaved dogs are very welcome at Moody Meadows but must be kept on a lead at all times. We cannot accept dogs who are likely to cause a nuisance to other guests, for example dogs who bark excessively, are aggressive, or where owners do not clear up after them. If dogs are left unattended in the accommodation at any time, they must be securely crated and comfortable being left in a crate, ensuring they do not cause noise or disturbance to other guests. Please be advised that we do not allow any breed of dogs listed under the Dangerous Dogs Act 1991. This policy is in place to ensure the safety and comfort of all visitors.

Barbeques/fire pits – Barbeques and fire pits are permitted, using charcoal or gas, provided they do not cause annoyance to other guests and must be kept well clear of the grass and placed on the hardstanding only. They must be placed well away from any tents, awnings, units or cars. We do not permit campfires.

Cleanliness – you and your Guests should keep your pitch(es) and its contents clean and tidy and leave it in the same condition as when you arrived.

2.2 Guest Behaviour- Should management receive reports of inappropriate behaviour, use of bad language, excessive alcohol consumption or recreational drug use, this will result in immediate termination of your stay, without refund.

Harassment (Including Sexual Harassment) - Moody Meadows operates a zero-tolerance approach to all forms of harassment, including sexual harassment, whether the behaviour is directed towards employees, fellow guests or any other third party.

Harassment of any kind is unacceptable, unlawful, and completely incompatible with our values and standards of conduct. This includes unwanted behaviour that is intimidating, hostile, degrading, humiliating, or offensive, whether verbal, physical, written, visual, or online.

Our employees have the right to work in an environment that is safe, respectful, and free from inappropriate behaviour. Any incidents must be reported and dealt with appropriately.

Guest Restrictions

Moody Meadows is an inclusive holiday destination and aims to provide a great experience for all guests. To achieve a friendly, family atmosphere for all our guests, we reserve the right to refuse or cancel bookings (without refund) from:

- persons under the age of 18;
- anyone behaving in a way which spoils the stay for other guests.
- anyone who is violent, verbally abusive or aggressive to our teams either before or during the stay.

We do not knowingly allow any guest or owner to use or visit our parks who: (i) has an entry on a criminal register (including the sex offenders' register) or is subject to pending criminal proceedings; (ii) has any record of any order indicating antisocial behaviour, violence, abuse, public disorder, or criminal damage or any other form of antisocial behaviour; (iii) is a convicted sex offender, subject to the notification requirements of the Sexual Offences Act 2003; or (iv) is subject to a Risk of Sexual Harm Order or Child Abduction Notice.

If this information becomes known to us, we reserve the right to cancel your booking or terminate your holiday and require that you, and the other members of your party, leave the site, without refund.

Group bookings - Group or block bookings are accepted solely at our discretion. Whilst we may accept a block booking, we do not book shared pitches (i.e. 2 units on one pitch). Group bookings cannot be taken online, please call or email to book two or more pitches. **PLEASE NOTE: you are responsible for the entirety of the booking in respect of these terms and conditions.**

3. PRICE AND PAYMENT

3.1 Subject to any terms agreed in writing between Moody Meadows and you, our charges for all stays shall be calculated at our current rates from time to time. We confirm the applicable rates at the time of booking and in your booking confirmation.

3.2 All charges include VAT.

3.3 A 50% non-refundable deposit of the total amount payable for touring pitches is required to secure your booking. Final balance is due 21 days before your stay. Payment can be made by using a debit card or credit card. Failure to make payment of the final balance 21 days before

your stay will result in cancellation of your booking and the loss of your non-refundable deposit. Moody Meadows reserves the right to change its prices at any time. Though any change in price will not affect any stays which have already been booked and paid for in full at the time that the change in price becomes effective.

4. CANCELLATIONS, TRANSFERS AND REFUNDS

4.1 You shall be entitled to cancel your booking at any time. You will have a 24-hour window from the point of booking where you will be entitled to a full refund subject to the provisions in clause 4.2. Any cancellations occurring after this 24-hour period up to 21 days before your stay will only be offered to transfer the non-refundable deposit paid to another date, within 12 months of the booking date. No refunds will be issued for any cancellations occurring after the 24-hour period.

4.2 If you book within 24 hours of the arrival date and time, you will not be entitled to a refund and will not be able move your booking or receive a credit note for the amount paid.

4.3 Moody Meadows shall be entitled to cancel your booking at any time. In the event that Moody Meadows decides to cancel your booking it shall use its reasonable endeavours to notify you as soon as possible. You shall be entitled to a full refund in the event of cancellation under this clause, but no other compensation shall be payable.

4.4 Payments made by debit or credit card will be refunded to the same card used for payment.

4.5 No refunds will be given for transactions made by gift vouchers. Bookings may be transferred in adherence with point 4.1 as set out in this document.

4.6 Where multiple forms of payment are used, we reserve the right to refund any monies due to any debit or credit card used for payment.

4.7 We recommend that you and your Guests obtain appropriate and comprehensive travel insurance for your stay. This should include cover for, but not be limited to, illness, cancellation and injuries during your stay at Moody Meadows.

5. DAMAGE

5.1 If you discover that anything is damaged on your pitch(es) upon arrival, please contact us immediately. If you do not notify us of the damage, we will assume that you or your Guests caused the relevant damage.

5.2 You will be responsible for the cost of any damage to your pitch(es) or its contents caused by you or your Guests or dog(s) brought with you. We recommend that you have insurance in place during your stay to cover this.

6. OUR RIGHT TO EVICT YOU

6.1 We may terminate your booking during your stay and ask you and your Guests to leave Moody Meadows immediately (without any compensation being payable) if:

6.1.1 we consider that you or your Guests have committed a serious breach of these terms and conditions;

6.1.2 we consider that you or your Guests' behaviour endangers the safety of our visitors and staff;

6.1.3 any complaints are made of anti-social, abusive or unacceptable behaviour against you or your Guests;

6.1.4 you or your Guests cause an unreasonable amount of damage to our property or its contents; or

6.1.5 you exceed the maximum occupancy limit.

7. OUR LIABILITY TO YOU

7.1 Moody Meadows, its employees, directors and agents are not liable to you or your Guests, your dependents or legal representatives for any claim for any indirect or consequential loss or damage, including without limitation personal injury or financial loss or damage, whether such liability arises in breach of contract, tort (including negligence), statute or statutory duty.

7.2 Moody Meadows will not be held responsible for the loss or damage of or to any of your property or personal belongings during your visit to the venue or arising from the booking of or participation in a stay with us. Personal possessions are brought onto the site entirely at the owners' own risk.

7.3 Parking facilities are available at the site and any vehicles, and their contents are left at the owners' risk and are subject to any conditions and the payment of any fees as may be required by the provider of such facilities at the site location.

7.4 Except as otherwise stated, any liability of Moody Meadows shall be limited to any charges paid to Moody Meadows under the booking.

7.5 To the maximum extent permitted by law Moody Meadows, its employees, directors and agents are not liable for any injury, loss or damage (including damage to property or personal belongings) directly or indirectly arising out of or in connection with the use of any arcade or other games machine owned or supplied by a third party.

7.6 Nothing in these terms and conditions is intended to limit Moody Meadows, its employees, directors and agents' liability for:

7.6.1 Death or personal injury caused by our negligence;

7.6.2 Fraud or fraudulent misrepresentation; and

7.6.3 Any breach of the terms implied by section 2 of the Supply of Goods and Services Act 1982.

8. EVENTS OUTSIDE OUR CONTROL

8.1 Moody Meadows shall not be liable or responsible for any failure to perform, or delay in performance of, any of Moody Meadows obligations under these terms and conditions that is caused by an event beyond our control.

8.2 If an event outside of Moody Meadows control takes place that affects the performance of our obligations under these terms and conditions, you will be contacted as soon as reasonably possible and Moody Meadows obligations under these terms and conditions shall be suspended for the duration of the event.

8.3 If an event outside of Moody Meadows control occurs before the commencement of your booking (i.e before the date of arrival under the booking) which means that we are unable to provide your booking as stated in your booking confirmation, then we will offer to transfer your booking to another date and time or a credit note for the value of the booking which can only be redeemed at the same venue the original booking was made.

8.4 In the event that it proves necessary to close Moody Meadows or cancel any bookings for reasons beyond the control of the Moody Meadows and in circumstances where your party is already staying on site, you shall not be entitled to any refund (in part or in whole). In such circumstances Moody Meadows may, but shall not be obliged to, offer alternative dates or times at reduced rates.

8.5 Moody Meadows cannot accept responsibility or liability for any alterations, cancellation or any other loss or damage caused by circumstances beyond our control. To include but not limited to; war, civil strife, terrorist action, industrial disputes, fire, sickness, bad weather, epidemics, pandemics, acts of any government or public authority, changes imposed by rescheduling of airlines or any other event outside our control. As such we strongly advise that insurance is taken out to cover yourself for this and no refund will be issued by us should an occurrence of this nature happen.

9. HOW TO CONTACT US

9.1 If you have any questions or if you have any complaints, please contact the Moody Meadows team directly. Contact details can be found on our website www.moodymeadows.co.uk.

10. OTHER IMPORTANT TERMS

10.1 We may transfer our rights and obligations under these terms and conditions to another organisation and we will always notify you in writing if this happens, but this will not affect your rights or our obligations under these terms and conditions.

10.2 You may not transfer your rights and obligations under these terms and conditions to another person or organisation.

10.3 Nothing in these terms and conditions shall confer on any third party who is not a Moody Meadows employee/affiliate any benefit or right to enforce any of these terms and conditions.

10.4 Each of the paragraphs of these terms and conditions operates separately. If any court or relevant authority decides that any of them are unlawful, the remaining paragraphs will remain in full force and effect.

10.5 If we fail to insist that you perform any of your obligations under these terms and condition, or if we do not enforce our rights against you, or if we delay in doing so, that will not mean that we have waived our rights against you and will not mean that you do not have to comply with those obligations. If we do waive a default by you, we will only do so in writing, and that will not mean that we will automatically waive any later default by you.

10.6 These terms and conditions are governed by and construed in accordance with the laws of England and Wales. Any dispute you have which relates to these terms and conditions (whether it be contractual or non-contractual), will be subject to the exclusive jurisdiction of the courts of England and Wales.

The Moo-Tel at Moody Meadows
Terms and Conditions

11. OUR CONTRACT WITH YOU

For the use of this document:

The Moo-Tel at Moody Meadows, Bargoed Farm, Llwyncelyn, Aberaeron, Ceredigion, SA46 0HL will be herein referred to as “Moody Meadows”, “our” and “we”.

The booking holder will be herein referred to as “you”.

Guests under the booking will be herein referred to as “Guests”.

11.1 These are the terms and conditions which apply when you book to stay at Moody Meadows.

11.2 Please ensure that you read these terms and conditions carefully, and check that the details of your booking are complete and accurate, before you submit your booking. If you think that you have made a mistake after you have submitted your booking, please contact us within 24 hours of the booking confirmation. Any errors raised by you outside the 24 hour period will be amended at our discretion only.

11.3 By submitting your booking and paying your non-refundable deposit, you agree that your stay at Moody Meadows is subject to these terms and conditions.

11.4 No booking shall be deemed to have been accepted by Moody Meadows unless and until the booking has been accepted in writing by Moody Meadows, which will take the form of an email confirmation of the booking.

11.5 Moody Meadows reserves the right to revise these terms and conditions from time to time in order to comply with changes in any relevant laws or regulatory requirements.

12. RULES

12.1 You will ensure that all Guests in your party adhere to the following site rules:

Check in and check out – Check in is available from 4pm. We will sometimes be able to accommodate an early check in, please request this at the point of booking. Check out is by 11am on the day of departure. Return your key to reception at check out.

Speed limits – The site speed limit is 10mph. This must be adhered to by all vehicles, including bikes, scooters, e-bikes and e-scooters.

Noise levels – Music, TVs and all noise must be always kept at a reasonable level and to an absolute minimum between 10pm and 8am.

Early departures - If you choose to leave Moody Meadows before your booked departure date for whatever reason, no refunds or transfers will be given for the remaining days of your booking.

Electric Vehicles - We welcome Electric Vehicles at Moody Meadows. Charging your EV from your room is strictly prohibited.

Emergency Situations - In the event of an EMERGENCY which presents a risk or danger to life please call 999. Please then dial our out-of-hours number - 07780 502191* Note that inappropriate use of our out-of-hours number will result in a charge being applied.

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Lake - Please note that there is no direct access to the lake. Swimming is strictly prohibited and children must always be supervised.

Missing items or malicious damage - Please note that post checkout, your room will be cleaned and an inventory of items checked. You will be charged for any missing keys, remote controllers, towels, linen, or any other items that are missing from the room. In the event that any items in the room, or the room itself has suffered malicious damage, we will charge your card for the damage as well as report you to the police.

Parking – is available adjacent to the Moo-tel accommodation. Overflow parking is available in the Moody Cow car park.

Online food delivery – We do not permit, under any circumstances, online food delivery vans at Moody Meadows. Please support our local economy and buy from our many local shops.

Dogs welcome - Well behaved dogs are very welcome at Moody Meadows but must be kept on a lead at all times. We cannot accept dogs who are likely to cause a nuisance to other guests, for example dogs who bark excessively, are aggressive, or where owners do not clear up after them. If dogs are left unattended in the accommodation at any time, they must be securely crated and comfortable being left in a crate, ensuring they do not cause noise or disturbance to other guests. Please be advised that we do not allow any breed of dogs listed under the Dangerous Dogs Act 1991. This policy is in place to ensure the safety and comfort of all visitors. A Maximum of 2 dog is permitted per room.

12.2 **Guest Behaviour-** Should management receive reports of inappropriate behaviour, use of bad language, excessive alcohol consumption or recreational drug use, this will result in immediate termination of your stay, without refund.

Harassment (Including Sexual Harassment) - Moody Meadows operates a zero-tolerance approach to all forms of harassment, including sexual harassment, whether the behaviour is directed towards employees, fellow guests or any other third party.

Harassment of any kind is unacceptable, unlawful, and completely incompatible with our values and standards of conduct. This includes unwanted behaviour that is intimidating, hostile, degrading, humiliating, or offensive, whether verbal, physical, written, visual, or online.

Our employees have the right to work in an environment that is safe, respectful, and free from inappropriate behaviour. Any incidents must be reported and dealt with appropriately.

Guest Restrictions

Moody Meadows is an inclusive holiday destination and aims to provide a great experience for all guests. To achieve a friendly, family atmosphere for all our guests, we reserve the right to refuse or cancel bookings (without refund) from:

- persons under the age of 18;
- anyone behaving in a way which spoils the stay for other guests.
- anyone who is violent, verbally abusive or aggressive to our teams either before or during the stay.

We do not knowingly allow any guest or owner to use or visit our parks who: (i) has an entry on a criminal register (including the sex offenders' register) or is subject to pending criminal proceedings; (ii) has any record of any order indicating antisocial behaviour, violence, abuse, public disorder, or criminal damage or any other form of antisocial behaviour; (iii) is a convicted sex offender, subject to the notification requirements of the Sexual Offences Act 2003; or (iv) is subject to a Risk of Sexual Harm Order or Child Abduction Notice.

If this information becomes known to us, we reserve the right to cancel your booking or terminate your holiday and require that you, and the other members of your party, leave the site, without refund.

Group bookings - Group or block bookings are accepted solely at our discretion. Whilst we may accept a block booking, we do not book shared pitches (i.e. 2 units on one pitch). Group bookings cannot be taken online, please call or email to book two or more pitches. **PLEASE NOTE: you are responsible for the entirety of the booking in respect of these terms and conditions.**

13. PRICE AND PAYMENT

13.1 Subject to any terms agreed in writing between Moody Meadows and you, our charges for all stays shall be calculated at our current rates from time to time. We confirm the applicable rates at the time of booking and in your booking confirmation.

13.2 All charges include VAT.

13.3 Payment for your accommodation is to be made in full at the time of booking.

14. CANCELLATIONS, TRANSFERS AND REFUNDS

14.1 You shall be entitled to transfer or cancel your booking at any time up to 48 hours in advance of your stay. Cancellations within 48 hours of your stay are non-refundable and non-transferable. Please note that different terms apply for group or corporate bookings where 6 or more rooms are booked. These will be shared with you directly.

14.2 If you book within 48 hours of the booking date and time, you will not be entitled to a refund and will not be able move your booking or receive a credit note for the amount paid.

14.3 Moody Meadows shall be entitled to cancel your booking at any time. In the event that Moody Meadows decides to cancel your booking it shall use its reasonable endeavours to notify you as soon as possible. You shall be entitled to a full refund in the event of cancellation under this clause, but no other compensation shall be payable.

14.4 Payments made by debit or credit card will be refunded to the same card used for payment.

14.5 No refunds will be given for transactions made by gift vouchers. Bookings may be transferred in adherence with point 14.1 as set out in this document.

14.6 Where multiple forms of payment are used, we reserve the right to refund any monies due to any debit or credit card used for payment.

14.7 We recommend that you and your Guests obtain appropriate and comprehensive travel insurance for your stay. This should include cover for, but not be limited to, illness, cancellation and injuries during your stay at Moody Meadows.

15. DAMAGE

15.1 If you discover that anything is damaged in your room(s) upon arrival, please contact us immediately. If you do not notify us of the damage, we will assume that you or your Guests caused the relevant damage.

15.2 You will be responsible for the cost of any damage to your room(s) or its contents caused by you or your Guests or dog(s) brought with you. We recommend that you have insurance in place during your stay to cover this.

16. OUR RIGHT TO EVICT YOU

16.1 We may terminate your booking during your stay and ask you and your Guests to leave Moody Meadows immediately (without any compensation being payable) if:

16.1.1 we consider that you or your Guests have committed a serious breach of these terms and conditions;

16.1.2 we consider that you or your Guests' behaviour endangers the safety of our visitors and staff;

16.1.3 any complaints are made of anti-social, abusive or unacceptable behaviour against you or your Guests;

16.1.4 you or your Guests cause an unreasonable amount of damage to our property or its contents; or

16.1.5 you exceed the maximum occupancy limit.

17. OUR LIABILITY TO YOU

17.1 Moody Meadows, its employees, directors and agents are not liable to you or your Guests, your dependents or legal representatives for any claim for any indirect or consequential loss or damage, including without limitation personal injury or financial loss or damage, whether such liability arises in breach of contract, tort (including negligence), statute or statutory duty.

17.2 Moody Meadows will not be held responsible for the loss or damage of or to any of your property or personal belongings during your visit to the venue or arising from the booking of or participation in a stay with us. Personal possessions are brought onto the site entirely at the owners' own risk.

17.3 Parking facilities are available at the site and any vehicles, and their contents are left at the owners' risk and are subject to any conditions and the payment of any fees as may be required by the provider of such facilities at the site location.

17.4 Except as otherwise stated, any liability of Moody Meadows shall be limited to any charges paid to Moody Meadows under the booking.

17.5 To the maximum extent permitted by law, Moody Meadows, its employees, directors and agents are not liable for any injury, loss or damage (including damage to property or personal belongings) directly or indirectly arising out of or in connection with the use of any arcade or other games machine owned or supplied by a third party.

17.6 Nothing in these terms and conditions is intended to limit Moody Meadows, its employees, directors and agents' liability for:

17.6.1 Death or personal injury caused by our negligence;

17.6.2 Fraud or fraudulent misrepresentation; and

17.6.3 Any breach of the terms implied by section 2 of the Supply of Goods and Services Act 1982.

18. EVENTS OUTSIDE OUR CONTROL

18.1 Moody Meadows shall not be liable or responsible for any failure to perform, or delay in performance of, any of Moody Meadows obligations under these terms and conditions that is caused by an event beyond our control.

18.2 If an event outside of Moody Meadows control takes place that affects the performance of our obligations under these terms and conditions, you will be contacted as soon as reasonably possible and Moody Meadows obligations under these terms and conditions shall be suspended for the duration of the event.

18.3 If an event outside of Moody Meadows control occurs before the commencement of your booking (i.e. before the date of arrival under the booking) which means that we are unable to provide your booking as stated in your booking confirmation, then we will offer to transfer your booking to another date and time or a credit note for the value of the booking which can only be redeemed at the same venue the original booking was made.

18.4 In the event that it proves necessary to close Moody Meadows or cancel any bookings for reasons beyond the control of the Moody Meadows and in circumstances where your party is already staying on site, you shall not be entitled to any refund (in part or in whole). In such circumstances Moody Meadows may, but shall not be obliged to, offer alternative dates or times at reduced rates.

18.5 Moody Meadows cannot accept responsibility or liability for any alterations, cancellation or any other loss or damage caused by circumstances beyond our control. To include but not limited to; war, civil strife, terrorist action, industrial disputes, fire, sickness, bad weather, epidemics, pandemics, acts of any government or public authority, changes imposed by rescheduling of airlines or any other event outside our control. As such we strongly advise that insurance is taken out to cover yourself for this and no refund will be issued by us should an occurrence of this nature happen.

19. HOW TO CONTACT US

19.1 If you have any questions or if you have any complaints, please contact the Moody Meadows team directly. Contact details can be found on our website www. moodymeadows.co.uk.

20. OTHER IMPORTANT TERMS

20.1 We may transfer our rights and obligations under these terms and conditions to another organisation and we will always notify you in writing if this happens, but this will not affect your rights or our obligations under these terms and conditions.

20.2 You may not transfer your rights and obligations under these terms and conditions to another person or organisation.

20.3 Nothing in these terms and conditions shall confer on any third party who is not a Moody Meadows employee/affiliate any benefit or right to enforce any of these terms and conditions.

20.4 Each of the paragraphs of these terms and conditions operates separately. If any court or relevant authority decides that any of them are unlawful, the remaining paragraphs will remain in full force and effect.

20.5 If we fail to insist that you perform any of your obligations under these terms and condition, or if we do not enforce our rights against you, or if we delay in doing so, that will not mean that we have waived our rights against you and will not mean that you do not have to comply with those obligations. If we do waive a default by you, we will only do so in writing, and that will not mean that we will automatically waive any later default by you.

20.6 These terms and conditions are governed by and construed in accordance with the laws of England and Wales. Any dispute you have which relates to these terms and conditions (whether it be contractual or non-contractual), will be subject to the exclusive jurisdiction of the courts of England and Wales.

Farmhouse at Moody Meadows
Terms and Conditions

21. OUR CONTRACT WITH YOU

For the use of this document:

The Farmhouse at Moody Meadows, Bargoed Farm, Llwyncelyn, Aberaeron, Ceredigion, SA46 0HL will be herein referred to as "Moody Meadows", "our" and "we".

The booking holder will be herein referred to as "you".

Guests under the booking will be herein referred to as "Guests".

These are the terms and conditions which apply when you book to stay at Moody Meadows.

21.1 These are the terms and conditions which apply when you book to stay at Moody Meadows.

21.2 Please ensure that you read these terms and conditions carefully, and check that the details of your booking are complete and accurate, before you submit your booking. If you think that you have made a mistake after you have submitted your booking, please contact us within 24 hours of the booking confirmation. Any errors raised by you outside the 24 hour period will be amended at our discretion only.

21.3 By submitting your booking and paying your non-refundable deposit, you agree that your stay at Moody Meadows is subject to these terms and conditions.

21.4 No booking shall be deemed to have been accepted by Moody Meadows unless and until the booking has been accepted in writing by Moody Meadows, which will take the form of an email confirmation of the booking.

21.5 Moody Meadows reserves the right to revise these terms and conditions from time to time in order to comply with changes in any relevant laws or regulatory requirements.

22. RULES

22.1 You will ensure that all Guests in your party adhere to the following site rules:

Check in and check out – Check in is available from 4pm. Check out is by 10am on the day of departure. You must return your key(s) to reception at check out.

Noise levels – Music, TVs and all noise must be always kept at a reasonable level and to an absolute minimum between 10pm and 8am.

Speed limits – The site speed limit is 10mph. This must be adhered to by all vehicles, including bikes, scooters, e-bikes and e-scooters.

Early departures - If you choose to leave Moody Meadows before your booked departure date for whatever reason, no refunds or transfers will be given for the remaining days of your booking.

Hot tub - Hot tubs may only be used by the Guests staying at the Farmhouse (a maximum of 6 people).

Electric Vehicles - We welcome Electric Vehicles at Moody Meadows. Charging your EV from the farmhouse is dangerous and strictly prohibited.

Farmhouse at Moody Meadows
Terms and Conditions

Emergency Situations - In the event of an EMERGENCY which presents a risk or danger to life please call 999. Please then dial our out-of-hours number - 07780 502191* Note that inappropriate use of our out-of-hours number will result in a charge being applied.

Lake - Please note that there is no direct access to the lake. Swimming is strictly prohibited and children must always be supervised.

Missing items or malicious damage - Please note that post checkout, the Farmhouse will be cleaned and an inventory of items checked. You will be charged for any missing keys, remote controllers, towels, linen, or any other items that are missing from the farmhouse. In the event that any items in the farmhouse, or the farmhouse itself has suffered malicious damage, we will charge your card for the damage as well as report you to the police.

Parking – is available directly in front of the farmhouse. Overflow parking is available in the Moody Cow car park.

Online food delivery - Please support our local economy and buy from our many local shops.

Dogs welcome - Well behaved dogs are very welcome at Moody Meadows but must be kept on a lead at all times. We cannot accept dogs who are likely to cause a nuisance to other guests, for example dogs who bark excessively, are aggressive, or where owners do not clear up after them. If dogs are left unattended in the accommodation at any time, they must be securely crated and comfortable being left in a crate, ensuring they do not cause noise or disturbance to other guests. Please be advised that we do not allow any breed of dogs listed under the Dangerous Dogs Act 1991. This policy is in place to ensure the safety and comfort of all visitors. . A maximum of 4 well behaved dogs are permitted.

22.2 **Guest Behaviour-** Should management receive reports of inappropriate behaviour, use of bad language, excessive alcohol consumption or recreational drug use, this will result in immediate termination of your stay, without refund.

Harassment (Including Sexual Harassment) - Moody Meadows operates a zero-tolerance approach to all forms of harassment, including sexual harassment, whether the behaviour is directed towards employees, fellow guests or any other third party.

Harassment of any kind is unacceptable, unlawful, and completely incompatible with our values and standards of conduct. This includes unwanted behaviour that is intimidating, hostile, degrading, humiliating, or offensive, whether verbal, physical, written, visual, or online.

Our employees have the right to work in an environment that is safe, respectful, and free from inappropriate behaviour. Any incidents must be reported and dealt with appropriately.

Guest Restrictions

Moody Meadows is an inclusive holiday destination and aims to provide a great experience for all guests. To achieve a friendly, family atmosphere for all our guests, we reserve the right to refuse or cancel bookings (without refund) from:

- persons under the age of 18;
- anyone behaving in a way which spoils the stay for other guests.

- anyone who is violent, verbally abusive or aggressive to our teams either before or during the stay.

We do not knowingly allow any guest or owner to use or visit our parks who: (i) has an entry on a criminal register (including the sex offenders' register) or is subject to pending criminal proceedings; (ii) has any record of any order indicating antisocial behaviour, violence, abuse, public disorder, or criminal damage or any other form of antisocial behaviour; (iii) is a convicted sex offender, subject to the notification requirements of the Sexual Offences Act 2003; or (iv) is subject to a Risk of Sexual Harm Order or Child Abduction Notice.

If this information becomes known to us, we reserve the right to cancel your booking or terminate your holiday and require that you, and the other members of your party, leave the site, without refund.

Group bookings - Group or block bookings are accepted solely at our discretion. Whilst we may accept a block booking, we do not book shared pitches (i.e. 2 units on one pitch). Group bookings cannot be taken online, please call or email to book two or more pitches. **PLEASE NOTE: you are responsible for the entirety of the booking in respect of these terms and conditions.**

23. PRICE AND PAYMENT

23.1 Subject to any terms agreed in writing between Moody Meadows and you, our charges for all stays shall be calculated at our current rates from time to time. We confirm the applicable rates at the time of booking and in your booking confirmation.

23.2 All charges include VAT.

23.3 A 50% non-refundable deposit of the total amount for stay is required to secure your booking. Final balance is due 14 days before your stay. Payment can be made using a debit card or credit card. Failure to make payment of the final balance 14 days before your stay will result in cancellation of your booking and loss of your non-refundable deposit. Moody Meadows reserves the right to change its prices at any time. Though any change in price will not affect any stays which have already been booked and paid for in full at the time that the change in price becomes effective.

24. Accidental Damage deposit – Please note that at check in we will take a £100 damage deposit. This pre-authorisation transaction does not remove money from your account, but does place a hold on those funds. The hold will be cleared after your stay, less costs incurred for damage or extra cleaning. In making a booking you accept responsibility for any theft, breakage or damage caused by you, your pets or any member of your party and agree to indemnify us in full for any loss that we may incur as a result. Where such costs exceed the Accidental Damage Deposit you agree to pay such excess to the Owner promptly and in any event within 14 days of being notified.

25. CANCELLATIONS, TRANSFERS AND REFUNDS

25.1 You shall be entitled to transfer or cancel your booking at any time up to 30 days in advance of your stay. You will have a 24-hour window from the point of booking where you will be entitled

to a full refund subject to the provisions in clause. Cancellations within 30 days of your stay are non-refundable and non-transferable.

25.2 If you book within 30 days of the booking date and time, you will not be entitled to a refund and will not be able move your booking or receive a credit note for the amount paid.

25.3 Moody Meadows shall be entitled to cancel your booking at any time. In the event that Moody Meadows decides to cancel your booking it shall use its reasonable endeavours to notify you as soon as possible. You shall be entitled to a full refund in the event of cancellation under this clause, but no other compensation shall be payable.

25.4 Payments made by debit or credit card will be refunded to the same card used for payment.

25.5 No refunds will be given for transactions made by gift vouchers. Bookings may be transferred in adherence with point 14.1 as set out in this document.

25.6 Where multiple forms of payment are used, we reserve the right to refund any monies due to any debit or credit card used for payment.

25.7 We recommend that you and your Guests obtain appropriate and comprehensive travel insurance for your stay. This should include cover for, but not be limited to, illness, cancellation and injuries during your stay at Moody Meadows.

26. DAMAGE

26.1 If you discover that anything is damaged in the farmhouse upon arrival, please contact us immediately. If you do not notify us of the damage, we will assume that you or your Guests caused the relevant damage.

26.2 You will be responsible for the cost of any damage to the farmhouse or its contents caused by you or your Guests or dog(s) brought with you. We recommend that you have insurance in place during your stay to cover this.

27. OUR RIGHT TO EVICT YOU

27.1 We may terminate your booking during your stay and ask you and your Guests to leave Moody Meadows immediately (without any compensation being payable) if:

27.1.1 we consider that you or your Guests have committed a serious breach of these terms and conditions;

27.1.2 we consider that you or your Guests' behaviour endangers the safety of our visitors and staff;

27.1.3 any complaints are made of anti-social, abusive or unacceptable behaviour against you or your Guests;

27.1.4 you or your Guests cause an unreasonable amount of damage to our property or its contents; or

27.1.5 you exceed the maximum occupancy limit.

28. OUR LIABILITY TO YOU

28.1 Moody Meadows, its employees, directors and agents are not liable to you or your Guests, your dependents or legal representatives for any claim for any indirect or consequential loss or damage, including without limitation personal injury or financial loss or damage, whether such liability arises in breach of contract, tort (including negligence), statute or statutory duty.

28.2 Moody Meadows will not be held responsible for the loss or damage of or to any of your property or personal belongings during your visit to the venue or arising from the booking of or participation in a stay with us. Personal possessions are brought onto the site entirely at the owners' own risk.

28.3 Parking facilities are available at the site and any vehicles, and their contents are left at the owners' risk and are subject to any conditions and the payment of any fees as may be required by the provider of such facilities at the site location.

28.4 Except as otherwise stated, any liability of Moody Meadows shall be limited to any charges paid to Moody Meadows under the booking.

28.5 To the maximum extent permitted by law, Moody Meadows, its employees, directors and agents are not liable for any injury, loss or damage (including damage to property or personal belongings) directly or indirectly arising out of or in connection with the use of any arcade or other games machine owned or supplied by a third party.

28.6 Nothing in these terms and conditions is intended to limit Moody Meadows, its employees, directors and agents' liability for:

28.6.1 Death or personal injury caused by our negligence;

28.6.2 Fraud or fraudulent misrepresentation; and

28.6.3 Any breach of the terms implied by section 2 of the Supply of Goods and Services Act 1982.

29. EVENTS OUTSIDE OUR CONTROL

29.1 Moody Meadows shall not be liable or responsible for any failure to perform, or delay in performance of, any of Moody Meadows obligations under these terms and conditions that is caused by an event beyond our control.

29.2 If an event outside of Moody Meadows control takes place that affects the performance of our obligations under these terms and conditions, you will be contacted as soon as reasonably possible and Moody Meadows obligations under these terms and conditions shall be suspended for the duration of the event.

29.3 If an event outside of Moody Meadows control occurs before the commencement of your booking (i.e before the date of arrival under the booking) which means that we are unable to provide your booking as stated in your booking confirmation, then we will offer to transfer your booking to another date and time or a credit note for the value of the booking which can only be redeemed at the same venue the original booking was made.

29.4 In the event that it proves necessary to close Moody Meadows or cancel any bookings for reasons beyond the control of the Moody Meadows and in circumstances where your party is already staying on site, you shall not be entitled to any refund (in part or in whole). In such circumstances Moody Meadows may, but shall not be obliged to, offer alternative dates or times at reduced rates.

29.5 Moody Meadows cannot accept responsibility or liability for any alterations, cancellation or any other loss or damage caused by circumstances beyond our control. To include but not limited to; war, civil strife, terrorist action, industrial disputes, fire, sickness, bad weather, epidemics, pandemics, acts of any government or public authority, changes imposed by rescheduling of airlines or any other event outside our control. As such we strongly advise that insurance is taken out to cover yourself for this and no refund will be issued by us should an occurrence of this nature happen.

30. HOW TO CONTACT US

30.1 If you have any questions or if you have any complaints, please contact the Moody Meadows team directly. Contact details can be found on our website www.moodymeadows.co.uk.

31. OTHER IMPORTANT TERMS

31.1 We may transfer our rights and obligations under these terms and conditions to another organisation and we will always notify you in writing if this happens, but this will not affect your rights or our obligations under these terms and conditions.

31.2 You may not transfer your rights and obligations under these terms and conditions to another person or organisation.

31.3 Nothing in these terms and conditions shall confer on any third party who is not a Moody Meadows employee/affiliate any benefit or right to enforce any of these terms and conditions.

31.4 Each of the paragraphs of these terms and conditions operates separately. If any court or relevant authority decides that any of them are unlawful, the remaining paragraphs will remain in full force and effect.

31.5 If we fail to insist that you perform any of your obligations under these terms and condition, or if we do not enforce our rights against you, or if we delay in doing so, that will not mean that we have waived our rights against you and will not mean that you do not have to comply with those obligations. If we do waive a default by you, we will only do so in writing, and that will not mean that we will automatically waive any later default by you.

31.6 These terms and conditions are governed by and construed in accordance with the laws of England and Wales. Any dispute you have which relates to these terms and conditions (whether it be contractual or non-contractual), will be subject to the exclusive jurisdiction of the courts of England and Wales.

Lodges at Moody Meadows
Terms and Conditions

32. OUR CONTRACT WITH YOU

For the use of this document:

Moody Meadows Caravan, Glamping and Camping Park, Bargoed Farm, Llwyncelyn, Aberaeron, Ceredigion, SA46 0HL will be herein referred to as “Moody Meadows”, “our” and “we”.

The booking holder will be herein referred to as “you”.

Guests under the booking will be herein referred to as “Guests”.

32.1 These are the terms and conditions which apply when you book to stay at Moody Meadows.

32.2 Please ensure that you read these terms and conditions carefully, and check that the details of your booking are complete and accurate, before you submit your booking. If you think that you have made a mistake after you have submitted your booking, please contact us within 24 hours of the booking confirmation. Any errors raised by you outside the 24 hour period will be amended at our discretion only.

32.3 By submitting your booking and paying your non-refundable deposit, you agree that your stay at Moody Meadows is subject to these terms and conditions.

32.4 No booking shall be deemed to have been accepted by Moody Meadows unless and until the booking has been accepted in writing by Moody Meadows, which will take the form of an email confirmation of the booking.

32.5 Moody Meadows reserves the right to revise these terms and conditions from time to time in order to comply with changes in any relevant laws or regulatory requirements.

33. RULES

33.1 You will ensure that all Guests in your party adhere to the following site rules:

Check in and check out – Check in is available from 3pm. Check out is by 10am on the day of departure. You must return your key(s) to reception at check out.

Noise levels – Music, TVs and all noise must be always kept at a reasonable level and to an absolute minimum between 10pm and 8am.

Speed limits – The site speed limit is 10mph. This must be adhered to by all vehicles, including bikes, scooters, e-bikes and e-scooters.

Early departures - If you choose to leave Moody Meadows before your booked departure date for whatever reason, no refunds or transfers will be given for the remaining days of your booking.

Hot tub - Hot tubs may only be used by the Guests (a maximum of 6 people).

Electric Vehicles - We welcome Electric Vehicles at Moody Meadows. Charging your EV from your lodge is dangerous and strictly prohibited.

Emergency Situations - In the event of an EMERGENCY which presents a risk or danger to life please call 999. Please then dial our out-of-hours number - 07780 502191* Note that inappropriate use of our out-of-hours number will result in a charge being applied.

Lodges at Moody Meadows
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Lake - Please note that there is no direct access to the lake. Swimming is strictly prohibited, and children must always be supervised.

Missing items or malicious damage - Please note that post checkout, your lodge will be cleaned and an inventory of items checked. You will be charged for any missing keys, remote controllers, towels, linen, or any other items that are missing from the lodge. In the event that any items in the lodge or the lodge itself has suffered malicious damage, we will charge your card for the damage as well as report you to the police.

Parking – Parking is adjacent to your lodge on the tarmac area to the left of your hot tub. If you have more than one car, please park opposite your lodge on the hard standing.

Barbeques/fire pits – Barbeques and fire pits are not permitted on the lodge decking.

Online food delivery – Please support our local economy and buy from our many local shops.

Dogs welcome - Well behaved dogs are very welcome at Moody Meadows but must be kept on a lead at all times. We cannot accept dogs who are likely to cause a nuisance to other guests, for example dogs who bark excessively, are aggressive, or where owners do not clear up after them. If dogs are left unattended in the accommodation at any time, they must be securely crated and comfortable being left in a crate, ensuring they do not cause noise or disturbance to other guests. Please be advised that we do not allow any breed of dogs listed under the Dangerous Dogs Act 1991. This policy is in place to ensure the safety and comfort of all visitors. A maximum of 2 well behaved dogs per lodge are permitted.

33.2 **Guest Behaviour-** Should management receive reports of inappropriate behaviour, use of bad language, excessive alcohol consumption or recreational drug use, this will result in immediate termination of your stay, without refund.

Harassment (Including Sexual Harassment) - Moody Meadows operates a zero-tolerance approach to all forms of harassment, including sexual harassment, whether the behaviour is directed towards employees, fellow guests or any other third party.

Harassment of any kind is unacceptable, unlawful, and completely incompatible with our values and standards of conduct. This includes unwanted behaviour that is intimidating, hostile, degrading, humiliating, or offensive, whether verbal, physical, written, visual, or online.

Our employees have the right to work in an environment that is safe, respectful, and free from inappropriate behaviour. Any incidents must be reported and dealt with appropriately.

Guest Restrictions

Moody Meadows is an inclusive holiday destination and aims to provide a great experience for all guests. To achieve a friendly, family atmosphere for all our guests, we reserve the right to refuse or cancel bookings (without refund) from:

- persons under the age of 18;
- anyone behaving in a way which spoils the stay for other guests.
- anyone who is violent, verbally abusive or aggressive to our teams either before or during the stay.

Lodges at Moody Meadows
Terms and Conditions

We do not knowingly allow any guest or owner to use or visit our parks who: (i) has an entry on a criminal register (including the sex offenders' register) or is subject to pending criminal proceedings; (ii) has any record of any order indicating antisocial behaviour, violence, abuse, public disorder, or criminal damage or any other form of antisocial behaviour; (iii) is a convicted sex offender, subject to the notification requirements of the Sexual Offences Act 2003; or (iv) is subject to a Risk of Sexual Harm Order or Child Abduction Notice.

If this information becomes known to us, we reserve the right to cancel your booking or terminate your holiday and require that you, and the other members of your party, leave the site, without refund.

Group bookings - Group or block bookings are accepted solely at our discretion. Whilst we may accept a block booking, we do not book shared pitches (i.e. 2 units on one pitch). Group bookings cannot be taken online, please call or email to book two or more pitches. **PLEASE NOTE: you are responsible for the entirety of the booking in respect of these terms and conditions.**

34. PRICE AND PAYMENT

34.1 Subject to any terms agreed in writing between Moody Meadows and you, our charges for all stays shall be calculated at our current rates from time to time. We confirm the applicable rates at the time of booking and in your booking confirmation.

34.2 All charges include VAT.

34.3 A 50% non-refundable deposit of the total amount for your stay is required to secure your booking. Final balance is due 21 days before your stay. Payment can be made by using a debit card or credit card. Failure to make payment of the final balance 21 days before your stay will result in cancellation of your booking and loss of your non-refundable deposit. Moody Meadows reserves the right to change its prices at any time. Though any change in price will not affect any stays which have already been booked and paid for in full at the time that the change in price becomes effective.

34.4 Accidental Damage deposit – Please note that at check in we will take a £100 damage deposit. This pre-authorisation transaction does not remove money from your account, but does place a hold on those funds. The hold will be cleared after your stay, less costs incurred for damage or extra cleaning. In making a booking you accept responsibility for any theft, breakage or damage caused by you, your pets or any member of your party and agree to indemnify us in full for any loss that we may incur as a result. Where such costs exceed the Accidental Damage Deposit you agree to pay such excess to the Owner promptly and in any event within 14 days of being notified.

35. CANCELLATIONS, TRANSFERS AND REFUNDS

35.1 You shall be entitled to cancel your booking at any time. You will have a 24-hour window from the point of booking where you will be entitled to a full refund subject to the provisions in clause

35.2 Any cancellations occurring after this 24-hour period up to 21 days before your stay will only be offered to transfer the non-refundable deposit paid to another date, within 12 months of the booking date. Cancellations within 21 days of your stay are non-refundable and non-transferable.

35.3 If you book within 24 hours of the booking date and time, you will not be entitled to a refund and will not be able move your booking or receive a credit note for the amount paid.

35.4 Moody Meadows shall be entitled to cancel your booking at any time. In the event that Moody Meadows decides to cancel your booking it shall use its reasonable endeavours to notify you as soon as possible. You shall be entitled to a full refund in the event of cancellation under this clause, but no other compensation shall be payable.

35.5 Payments made by debit or credit card will be refunded to the same card used for payment.

35.6 No refunds will be given for transactions made by gift vouchers. Bookings may be transferred in adherence with point 4.1 as set out in this document.

35.7 Where multiple forms of payment are used, we reserve the right to refund any monies due to any debit or credit card used for payment.

35.8 We recommend that you and your Guests obtain appropriate and comprehensive travel insurance for your stay. This should include cover for, but not be limited to, illness, cancellation and injuries during your stay at Moody Meadows.

36. DAMAGE

36.1 If you discover that anything is damaged in your lodge upon arrival, please contact us immediately. If you do not notify us of the damage, we will assume that you or your Guests caused the relevant damage.

36.2 You will be responsible for the cost of any damage to your lodge or its contents caused by you or your Guests or dog(s) brought with you. We recommend that you have insurance in place during your stay to cover this.

37. OUR RIGHT TO EVICT YOU

37.1 We may terminate your booking during your stay and ask you and your Guests to leave Moody Meadows immediately (without any compensation being payable) if:

37.1.1 we consider that you or your Guests have committed a serious breach of these terms and conditions;

37.1.2 we consider that you or your Guests' behaviour endangers the safety of our visitors and staff;

37.1.3 any complaints are made of anti-social, abusive or unacceptable behaviour against you or your Guests;

37.1.4 you or your Guests cause an unreasonable amount of damage to our property or its contents; or

37.1.5 you exceed the maximum occupancy limit.

38. OUR LIABILITY TO YOU

38.1 Moody Meadows, its employees, directors and agents are not liable to you or your Guests, your dependents or legal representatives for any claim for any indirect or consequential loss or

damage, including without limitation personal injury or financial loss or damage, whether such liability arises in breach of contract, tort (including negligence), statute or statutory duty.

38.2 Moody Meadows will not be held responsible for the loss or damage of or to any of your property or personal belongings during your visit to the venue or arising from the booking of or participation in a stay with us. Personal possessions are brought onto the site entirely at the owners' own risk.

38.3 Parking facilities are available at the site and any vehicles, and their contents are left at the owners' risk and are subject to any conditions and the payment of any fees as may be required by the provider of such facilities at the site location.

38.4 Except as otherwise stated, any liability of Moody Meadows shall be limited to any charges paid to Moody Meadows under the booking.

38.5 To the maximum extent permitted by law, Moody Meadows, its employees, directors and agents are not liable for any injury, loss or damage (including damage to property or personal belongings) directly or indirectly arising out of or in connection with the use of any arcade or other games machine owned or supplied by a third party.

38.6 Nothing in these terms and conditions is intended to limit Moody Meadows, its employees, directors and agents' liability for:

38.6.1 Death or personal injury caused by our negligence;

38.6.2 Fraud or fraudulent misrepresentation; and

38.6.3 Any breach of the terms implied by section 2 of the Supply of Goods and Services Act 1982.

39. EVENTS OUTSIDE OUR CONTROL

39.1 Moody Meadows shall not be liable or responsible for any failure to perform, or delay in performance of, any of Moody Meadows obligations under these terms and conditions that is caused by an event beyond our control.

39.2 If an event outside of Moody Meadows's control takes place that affects the performance of our obligations under these terms and conditions, you will be contacted as soon as reasonably possible and Moody Meadows's obligations under these terms and conditions shall be suspended for the duration of the event.

39.3 If an event outside of Moody Meadows's control occurs before the commencement of your booking (i.e before the date of arrival under the booking) which means that we are unable to provide your booking as stated in your booking confirmation, then we will offer to transfer your booking to another date and time or a credit note for the value of the booking which can only be redeemed at the same venue the original booking was made.

39.4 In the event that it proves necessary to close Moody Meadows or cancel any bookings for reasons beyond the control of the Moody Meadows and in circumstances where your party is already staying on site, you shall not be entitled to any refund (in part or in whole). In such circumstances Moody Meadows may, but shall not be obliged to, offer alternative dates or times at reduced rates.

39.5 Moody Meadows cannot accept responsibility or liability for any alterations, cancellation or any other loss or damage caused by circumstances beyond our control. To include but not limited to; war, civil strife, terrorist action, industrial disputes, fire, sickness, bad weather, epidemics, pandemics, acts of any government or public authority, changes imposed by rescheduling of airlines or any other event outside our control. As such we strongly advise that insurance is taken out to cover yourself for this and no refund will be issued by us should an occurrence of this nature happen.

40. HOW TO CONTACT US

40.1 If you have any questions or if you have any complaints, please contact the Moody Meadows team directly. Contact details can be found on our website www.moodymeadows.co.uk.

41. OTHER IMPORTANT TERMS

41.1 We may transfer our rights and obligations under these terms and conditions to another organisation and we will always notify you in writing if this happens, but this will not affect your rights or our obligations under these terms and conditions.

41.2 You may not transfer your rights and obligations under these terms and conditions to another person or organisation.

41.3 Nothing in these terms and conditions shall confer on any third party who is not a Moody Meadows employee/affiliate any benefit or right to enforce any of these terms and conditions.

41.4 Each of the paragraphs of these terms and conditions operates separately. If any court or relevant authority decides that any of them are unlawful, the remaining paragraphs will remain in full force and effect.

41.5 If we fail to insist that you perform any of your obligations under these terms and condition, or if we do not enforce our rights against you, or if we delay in doing so, that will not mean that we have waived our rights against you and will not mean that you do not have to comply with those obligations. If we do waive a default by you, we will only do so in writing, and that will not mean that we will automatically waive any later default by you.

41.6 These terms and conditions are governed by and construed in accordance with the laws of England and Wales. Any dispute you have which relates to these terms and conditions (whether it be contractual or non-contractual), will be subject to the exclusive jurisdiction of the courts of England and Wales.

Moody Meadows Privacy Policy

PRIVACY POLICY AND TERMS OF USE

This privacy policy sets out how Moody Meadows uses and protects your personal data. Moody Meadows is committed to protecting the rights of users in relation to personal information and confirm that all personal information submitted by the user of the site (**User**) via www.moodymeadows.co.uk (**Site**) will be processed in accordance with the principles of the General Data Protection Act 2018. Any links to third party sites provided on this Site are not covered by our privacy policy and when visiting such third party sites, the User should check the privacy statements of each site that they visit.

For the purposes of the General Data Protection Regulations (**GDPR**); Moody Meadows confirms that the owner of the Site is GJ Thomas, Bargoed Farm, Llwyncelyn, Aberaeron, Ceredigion, SA46 0HL.

Users should note that any personal information which is displayed on the Site, such as within our client testimonials, blog posts or projects sections is done so with the consent of the individual. This information is accessible to third party visitors of the Site who may independently lift that information for their own marketing purposes. Moody Meadows has no control over, and accepts no liability in respect, of such access. Should an individual whose information is displayed within the content of the Site wish for their information to be removed, we request that you contact us directly and we will aim to remove or update information in a timely manner.

We do not store any personal data from our Site other than the data collected through our cookies (see cookie statement for further details). Should you contact us via our listed contact details, an operative will take your details in order process your enquiry. Once you have made an enquiry to us your data may be stored for up to 6 years.

Communication

Users are encouraged to contact us via the options listed under the 'contact us' page on the Site where the User is given the option to contact us either by telephone (+44 (0)1545 580 947) or by email to info@moodymeadows.co.uk. Moody Meadows will retain any contact details or information pertaining to the user's enquiry for a maximum period of 6 years following the conclusion of our engagement with the User.

For ease of use and compatibility Moody Meadows will not encrypt emails, unless the User expressly requests for this and should provide suitable provision to enable this.

Changes

Moody Meadows reserves the right to modify, add to or change these terms of use and privacy policy, and any other policies at any time without notice. Any such modifications, additions or changes will be effective immediately on being posted to the Site. Continued use of the Site after a modification, addition or change has been made is the User's acceptance of the modification, addition or change.

Copyright Agreement

The information displayed on this Site is either the property of Moody Meadows or the property of a consenting third party. None of the information on this site is to be replicated or used with prior consent of the owner.

Governing Law

These Terms of Use will be governed by the law of, and the parties hereby submit to the exclusive jurisdiction of the courts of, England and Wales.

Moody Meadows GDPR Policy

GENERAL DATA PROTECTION REGULATIONS POLICY

Obtaining & Processing of Personal Data

As part of Moody Meadows booking process, we will have lawful grounds or 'legitimate interest' for acquiring and processing of individual's personal data in order undertake the services requested. Examples of the data stored by us may include, but is not limited to:

- Full names
- Addresses
- Email Addresses
- Telephone

This information will be processed by Moody Meadows in order to carry out the services as agreed within the booking confirmation.

Marketing

Moody Meadows will only use personal data for marketing purposes with the consent of the individual. This consent will be in writing and will be made prior to the publishing of any marketing. As part of our standard terms and conditions of appointment, our customers will be requested to opt-in for us to the use of their project for marketing purposes.

Moody Meadows do not undertake any form of direct marketing and do not store personal data for the purpose of distributed media such as newsletters, mail shots etc.

Sharing Data

Moody Meadows will not share personal details with any third party.

Storing Data

Our customer data is stored in two different ways within our office management systems: Server based & Cloud Based.

Server Based Data

Some customer details are stored on our internal servers and are retained for a minimum of 6 years until our legal basis for their retention is no longer in place at which point, any personal data will be stripped from the files with only the intellectual property owned by Moody Meadows retained.

Cloud Based Data

We operate cloud-based storage for emailing operated by Gmail. All emails sent and received by the practice are stored in our secure public folders archive for a minimum of 6 years as are the email addresses of our contacts. Customer details are also stored securely by our third-party booking system provider.

Data Access Requests

Moody Meadows will act on data access requests without undue delay and at the latest within one month of receipt of the request. We recommend that any data access requests be made in writing, either by post or by email. All data access requests will be logged on our system to track when they were submitted and responded to and you are requested to attend our offices in person with proof of ID to receive a full copy of the data cache.

Moody Meadows GDPR Policy

Right to be forgotten

Under Article 17 of the GDPR individuals have the right to have personal data erased. This is also known as the 'right to be forgotten'. The right is not absolute and only applies in certain circumstances (refer to https://ico.org.uk/for-organisations/guide-to-the-general-data-protection-regulation-gdpr/individual-rights/right-to-erasure/ for full list of circumstances). Moody Meadows will endeavour wherever possible to act upon requests as regards Article 17 without undue delay and at the latest within one month of receipt. We will also endeavour to contact any third-party organisations who may have shared any personal data with whilst carrying out our services for that individual.

Data Breach Protocol

A personal data breach means a breach of security leading to the accidental or unlawful destruction, loss, alteration, unauthorised disclosure of, or access to, personal data. This includes breaches that are the result of both accidental and deliberate causes.

In the event of a data breach which is likely to result in a high risk to the rights and freedoms of individuals; Moody Meadows (the controller) will endeavour to act upon and report the breach to those affected and other regulatory bodies such as the ICO within 72 hours of 'becoming aware' of the breach.

Where a data breach is IT based, our IT providers will be notified immediately and requested to investigate the source and extent of the breach to ascertain the security risks and how to prevent such breeches from reoccurring.

Prevention Procedures

We have worked closely with our IT providers to reduce the potential for a data breach via electronic hacking.

Password Procedure

Password administration within Moody Meadows is to be set in accordance with the GDPR and as will comply with the following rules:

1. be a minimum of 7 characters.
2. include one or more upper case character.
3. include one or more lower case character.
4. Include one or more special character eg !"£$%^&*()?[]{}:@#
5. include one or more numerical digit.

Passwords will be reset at the following intervals:

Google Domains – 6 monthly with 2-week notification

Server Domains - 6 monthly with 2-week notification – Server domains have a 3 strike lockout process which requires an administrator authorised unlock.

In the event of staff changes, all passwords are updated.

Moody Meadows GDPR Policy