

# Farmhouse at Moody Meadows

## Terms and Conditions

### 1. OUR CONTRACT WITH YOU

For the use of this document:

The Farmhouse at Moody Meadows, Bargoed Farm, Llwynceilyn, Aberaeron, Ceredigion, SA46 OHL 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.

- 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. RULES

- 2.1 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.

**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.

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**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 and have charging points located in the car parks. Charging your EV from the farmhouse 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 - **07951 823343\*** 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.

**Violent or aggressive behaviour** - will not be tolerated towards our staff and will immediately be reported to the police.

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

**Dogs** - Well behaved dogs are very welcome at Moody Meadows but must be always kept on a lead. NB This does not apply to the farmhouse rear garden. We cannot accept dogs who are likely to cause a nuisance to other guests for example, dogs who bark excessively or are aggressive, or owners who do not clear up after their dogs. A maximum of 2 well behaved dogs are permitted in the farmhouse.

### 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.

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- 3.2 All charges include VAT.
- 3.3 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.
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.

#### **5. CANCELLATIONS, TRANSFERS AND REFUNDS**

- 5.1 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.
- 5.2 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.
- 5.3 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.
- 5.4 Payments made by debit or credit card will be refunded to the same card used for payment.
- 5.5 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.
- 5.6 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.

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5.7 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.

#### **6. DAMAGE**

6.1 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.

6.2 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.

#### **7. OUR RIGHT TO EVICT YOU**

7.1 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:

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

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

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

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

7.1.5 you exceed the maximum occupancy limit.

#### **8. OUR LIABILITY TO YOU**

8.1 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.

8.2 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

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of or participation in a stay with us. Personal possessions are brought onto the site entirely at the owners' own risk.

- 8.3 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.
- 8.4 Except as otherwise stated, any liability of Moody Meadows shall be limited to any charges paid to Moody Meadows under the booking.
- 8.5 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.
- 8.6 Nothing in these terms and conditions is intended to limit Moody Meadows, its employees, directors and agents' liability for:
  - 8.6.1 Death or personal injury caused by our negligence;
  - 8.6.2 Fraud or fraudulent misrepresentation; and
  - 8.6.3 Any breach of the terms implied by section 2 of the Supply of Goods and Services Act 1982.

### **9. EVENTS OUTSIDE OUR CONTROL**

- 9.1 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.
- 9.2 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.
- 9.3 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.
- 9.4 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.

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9.5 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.

#### **10. HOW TO CONTACT US**

10.1 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](http://www.moodymeadows.co.uk).

#### **11. OTHER IMPORTANT TERMS**

11.1 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.

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

11.3 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.

11.4 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.

11.5 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.

11.6 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](http://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, Llwynceilyn, Aberaeron, Ceredigion, SA46 OHL.

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](mailto: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

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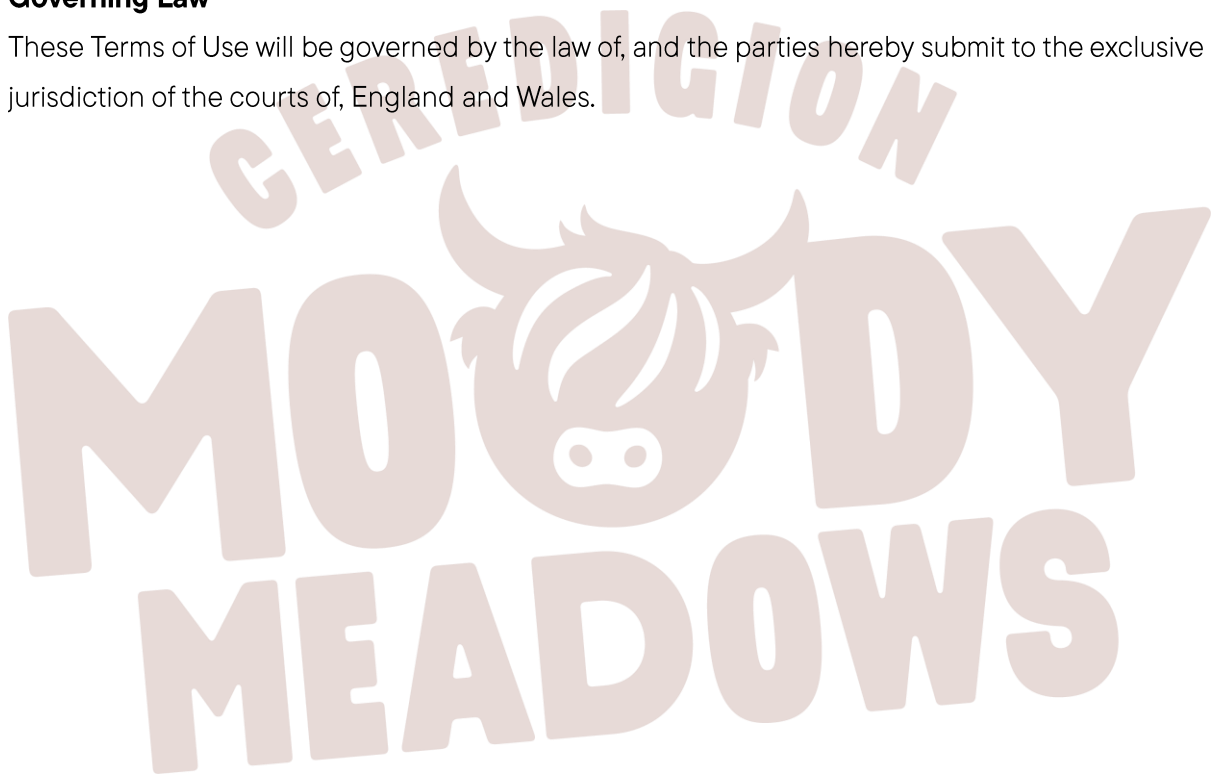
Moody Meadows reserves the right to modify, add to or change these terms of use and privacy policy, and any other policies at any time without notice. Any such modifications, additions or changes will be effective immediately on being posted to the Site. Continued use of the Site after a modification,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

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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.

## 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 breaches 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

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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.

