

1. GENERAL

Definitions

Booking: Means a booking for a stay at St Davids Bunk Barns and includes accommodation, meals and any additional product or service purchased from St Davids Bunk Barns.

Contract: The agreement between St Davids Bunk Barns Ltd and the customer for the supply of accommodation and related services in accordance with these Conditions.

Covid-19: means Coronavirus

Customer: Any customer who makes or is making a Booking with St Davids Bunk Barns and references to "you" and "your" shall have the same meaning.

Force Majeure: means anything including, but not limited to acts of God, flood, drought, earthquake, or other natural disaster; epidemic or pandemic, terrorist attack, civil war, civil commotion or riots, war, threat of or preparation for war, armed conflict, imposition of sanctions, embargo or breaking off of diplomatic relations, industrial dispute, natural or nuclear disaster, fire, government action, chemical, biological contamination or sonic boom, extreme weather and its effects or conditions which make normal operations impossible to continue or dangerous.

No Show: A guest who does not arrive and gives no notice or indication of such intent.

Writing: means letter or email.

1.2 These conditions and any matter referred to by us, form the entire understanding between you and us and supersede any prior promises, representations or undertaking.

1.3 Any omission or error in any sales literature, web site or page, quotation, invoice or other document issued by us may be corrected by us without liability. We will advise you of any changes at the time of making a Booking or as soon as is reasonably possible thereafter.

1.4 The provisions of the Contracts (Rights of Third Parties) Act 1999 are expressly excluded from the Contract so that no third party may claim any rights under any Contract.

2. QUOTATIONS & BOOKING

2.1 Upon receiving an enquiry St Davids Bunk Barns will acknowledge receipt of the enquiry in writing. A quotation will be issued and a provisional booking will be in place.

2.2 For group bookings made more than 16 weeks (112 days) in advance of the arrival date a provisional booking will be held for up to a maximum of 21 days without payment. For group bookings made within 16 weeks (112 days) of the arrival date a provisional booking will be held for up to a maximum of 7 days without payment.

2.3 To confirm a Booking a deposit of 25% of the total Booking value is required. Your deposit payment will confirm acceptance of the group booking terms and conditions stated in this document. The remaining full balance is due 8 weeks (56 days) before arrival at St Davids Bunk Barns.

2.4 All bookings are subject to availability and acceptance by us and we will confirm availability and our acceptance to you in writing. The contract between us will only be formed when we send you confirmation. St Davids Bunk Barns reserves the right to decline a booking at its own discretion.

2.6 Bookings must not exceed the total maximum bed capacity on any one night for the duration of the booking.

2.7 For school and large group bookings free teacher/staff places are given on a ratio of 1:10, that is 1 free teacher/staff place for every 10 full paying guests.

2.8 It is the customers responsibility to check all booking details are correct. If the customer considers an error has been made this must be brought to the attention of St Davids Bunk Barns within 14 days of receipt of the confirmation. Bookings can only be discussed or amended by the customer who made the booking and whose details are held on record with St Davids Bunk Barns.

2.9 For bookings made within 16 weeks of the arrival date a deposit of 25% is required within 14 days with the full balance payable 8 weeks before arrival.

3.0 PAYMENTS & CHANGES TO YOUR BOOKING

3.1 St Davids Bunk Barns will send you an invoice for all payments based on the latest guest numbers provided. Payment dates are stated on the invoice and it is the customers responsibility to ensure that payment is made on time. If payment is overdue at any stage, St Davids Bunk Barns reserves the right to remove any free leader places, discounts or eligibility for exclusive usage or cancel your booking.

3.2 If any payment under these terms and conditions is overdue, then without prejudice to our other rights and remedies we may cancel your booking.

3.3 Deposits are non-refundable except in the circumstances set out in clauses 11.4 below.

3.4 If a booking is made more than 16 weeks ahead, we acknowledge that guest numbers can change. We allow for such changes to be made and any decrease in guest numbers by up to 10% will not incur any charge
Where a significant change is made (cancelling more than 10% of the group places) then we are entitled to charge cancellation fees as set out in clause 4 below

3.5 A booking may increase in guest numbers only if bed space is available. The total number of each party must not exceed the capacity of the accommodations. Any increase in guest numbers will be charged at the same rate as in the original invoice.

3.6 The allocation of accommodation, (Rooms and Barns) will be at the discretion of St Davids Bunk Barns. If we feel a certain room or barn is more suited to your group size or needs, we reserve the right to amend allocation.

3.7 In the unlikely event it becomes necessary for us to change your booking, in total or in part, St Davids Bunk Barns will inform you as soon as is reasonably possible of the necessary changes. You will have the choice of accepting the changes, rebooking with us subject to availability or cancelling your booking and receiving a full refund of all payments made.

4.0 CANCELLING YOUR BOOKING & REFUND POLICY

4.1 All Booking cancellations are subject to our refund policy, contained within this clause.

4.2 All refunds are calculated according to the time between notification of the cancellations being received by St Davids Bunk Barns and the time of the first night of your stay.

4.3 Please notify us as soon as possible if you have to cancel your booking.

4.4 Our cancellation charges will be calculated on a per person per night basis and will depend on the notice period given as set out below:

No of weeks before arrival	Cancellation charges payable
16+	Any deposits already paid or due
16 – 12	30% of the total cost of your stay
12 – 8	60% of the total cost of your stay
8 – 4	80% of the total cost of your stay
4 – 0	100% of the total cost of your stay
No Show	No Refund

5.0 EXCLUSIVE USE OF THE SITE

5.1 All group bookings will have sole use of the barn they are allocated and its facilities but cannot expect sole use of any other part of the building or grounds of the property.

5.2 Sole use of the whole site of St Davids Bunk Barns may be offered but will be subject to explicit agreement at the time of booking.

5.3 If booking the whole site on a sole-usage basis you will be asked to pay for a minimum of 75% occupancy (approximately 100 beds). These conditions will be agreed and confirmed at the time of the initial booking.

5.4 Sole-usage will not be guaranteed should the number of paying guests reduce below the agreed minimum number at a later date.

5.5 A booking for sole usage is entered into on the understanding that the total number in your party shall not exceed the total number of beds available.

5.6 If your group booking is likely to exceed our maximum bed capacity of 134 then you must seek special permission from us in writing before booking.

5.7 If you wish to hold any kind of event where the number of guests exceeds our maximum bed capacity and/or you wish to bring any additional equipment or temporary accommodation to the site (including additional cooking equipment, tents, marque, gazebos or similar) you must seek special permission from us in writing before booking. Please note that although we will make every effort to accommodate your requirements we are bound by the legislation as set out by the Pembrokeshire Coast National Park and as such we must seek permission from the Pembrokeshire Coast National Park Authority to site any additional equipment before we can consent to your request.

5.8 We reserve the right to terminate the hire immediately should this be taking place without our prior written consent.

6.0 ARRIVAL & DEPARTURE

6.1 On the day of arrival the accommodation is available from 15:00hrs (3.00pm). On the day of departure, you are asked to vacate bedrooms by 10:00hrs and the site by 12 noon. It may sometimes be possible to book an early check in or late check out subject to availability.

6.2 Upon arrival at least two Group leaders/appropriate adults will be taken through the induction process by a member of St Davids Bunk Barns staff.

6.3 A member of St Davids Bunk Barns staff will address the whole group on arrival as per our induction process.

7 OUR LIABILITY TO YOU

7.1 St Davids Bunk Barns will make every reasonable effort to ensure that the accommodation you book with us will be provided in accordance with these terms and conditions and with reasonable skill and care.

7.2 When booking meals, St Davids Bunk Barns endeavors to meet a range of dietary requests, whether arising from a medical requirement, religious commitment or as a matter of personal preference. We ask that at least two weeks in advance of your stay, any such requests are made known. It may not always be possible to accommodate late dietary requests so we recommend discussing meal options at the time of booking. St Davids Bunk Barns reserves the right to pass any additional costs incurred for specialist meal provision on to the Customer.

7.3 Where you consider an element of your booking not to be provided to the standard stated in clause 7.1 above, you must notify us within 28 days of the alleged breach. We shall then investigate the issue and where necessary agree an appropriate level of compensation; depending on the nature and severity of the breach; compensation may take the form of partial/full refund, credit note towards a future booking.

7.4 In the event of any such claim or dispute arising out of or relating to this contract, the parties shall first attempt to resolve the matter over a period of at least 14 days before resorting to arbitration.

7.5 We will not be liable to you by way of representation (unless fraudulent), common law duty or under any express or implied term of the contract for; any losses which are not foreseeable by both you and us when the Contract is formed arising in connection with the supply of the services and their use by you; any losses which are not caused by any breach by us; any business or trade losses.

7.6 We will not be liable to you if due to any cause beyond our reasonable control or due to Force Majeure we are prevented or delayed in meeting our obligation to you.

7.7 Our entire liability in connection with the Contract will not exceed the value of the Booking made less any amendment charges paid to us.

7.8 Except in relation to death or personal injury caused by the negligence of us, St Davids Bunk Barns liability remains at all times limited to the value of the booking made, excluding any amendment charges paid to us.

8.0 YOUR RESPONSIBILITIES

8.1 We pride ourselves on creating friendly, welcoming and above all safe places for people of all ages to enjoy. Any breaches of our admission, behavior or safety policies will be treated seriously and regarded as a breach of these terms and conditions.

8.2 The group leader must be over 21 years old and will be responsible for the payment of the booking, the safety of the group and the general housekeeping of the Bunk Barns during your stay. You are also accepting responsibility for the behavior of all participants. There should be at least one responsible adult on duty at all times to ensure all members of your party behave accordingly.

8.3 St Davids Bunk Barns are provided fully furnished and in a clean and tidy condition, floors, basins and toilets etc. properly cleaned. The hirer has to take all reasonable and proper care of the accommodations and its contents. Bed linen is provided but you will need to bring your own towels. The hirer is responsible for the reasonable cost of replacing any damaged property or any stained/discoloured items of linen belonging to St Davids Bunk Barns.

8.4 You are advised to check on arrival and report any shortcomings, damage or missing items to us immediately.

8.5 You must report and pay for any damage caused to the Bunk Barns or for equipment lost, damaged, broken or stolen during the occupancy. Unsuitable substitutes are not acceptable. All equipment must be left in a clean condition at the end of your stay. If any additional cleaning is required a charge of £15 per person per hour will be made by us.

8.6 On the day of departure please ensure that all windows and doors are secured, lights are switched off, rooms are left clean and tidy with beds stripped of used linen.

8.7 Pets are not permitted at St Davids Bunk Barns. We do accept registered assistance dogs. Please let us know when booking if you, or anyone of your group is travelling with an assistance dog.

8.8 Smoking inside the Accommodations and around the immediate outside area is strictly forbidden. Sand buckets are available for the disposal of cigarettes.

8.9 We reserve the right to decline a booking, or refuse to hand over the Bunk Barns to any person or group where in our opinion the facilities are unsuitable for the hirer or any member of the hirer's party on the grounds of ill health, disability, inexperience or intoxication without liability on either side.

8.91 We reserve the right to repossess the Bunk Barns at any time where damage has been caused, or in our opinion is likely to be caused by you or any member of your party. In such cases we shall not be liable to make a refund of any portion of the hire fee paid.

9 YOUR CONDUCT

9.1 St Davids Bunk Barns are situated close to residential homes, please show consideration for the neighbours. If any member of your party fails to comply with this requirement, your booking may be terminated and you will be asked to leave. If you enter the Bunk Barns after this time you will be trespassing. The owner will raise any concerns as to behavior immediately with the responsible adult for the party and will use best efforts to work together to resolve any behavior issues to the reasonable satisfaction of both parties. No whole or partial refunds will be made if your party is asked to leave under these circumstances.

9.2 **Complaints** The owner will make every reasonable effort to ensure that you have an enjoyable holiday. If, however, there is any cause for complaint, action should be taken as soon as possible. However, it is essential that the hirer contact the owner immediately if any problem arises. Discussion with the owner while the hirer is hiring the Accommodations should enable most problems to be resolved straight away.

10 GROUPS WITH YOUNG PEOPLE AND CHILDREN PRIVACY POLICY

10.1 Staff at St Davids Bunk Barns will never enter any dormitory unless accompanied by the group leader

10.2 It is permitted for a St Davids Bunk Barns staff member to enter a bedroom without delay in the event of an emergency.

10.3 All groups with young people or children will have their own shower and toilet block exclusively. Cleaning of shower blocks will be completed at a time when your group are off site or at a mutually agreed time.

St Davids Bunk Barns has clear guidelines on staff entering shower and toilet blocks.

10.4 All St Davids Bunk Barns staff hold relevant DBS checks.

11 COVID-19

11.1 St Davids Bunk Barns will operate its business strictly in compliance with any laws, regulations, orders or guidance issued by the UK and/or Welsh Government or any other government authority (as the case may be) to manage COVID19

11.2 If required under government or regulatory guidelines St Davids Bunk Barns and the Customer will notify each other of any persons who have developed symptoms or potential symptoms of COVID 19 as part and parcel of any government scheme to monitor, track, trace and manage the Covid-19 pandemic.

11.3 If the customer is required to revise the booking dates due to a Covid-19 related issue, they will notify St Davids Bunk Barns as soon as reasonably practicable.

11.4 The customer acknowledges that St Davids Bunk Barns may be required to revise a booking due to Covid-19 and that such circumstances may be beyond our control including any legislation, directions or guidance issued by government or local authorities (as the case may be). If such circumstances arise, we will provide you with alternative booking dates at the originally quoted price. If these dates are not amenable then St Davids Bunk Barns agrees to refund the customer in full.

12 GOVERNING LAW AND JURISDICTION

The contract is subject to British law and the exclusive jurisdiction of the British Courts.

13 SEVERABILITY

If any of these terms and conditions or any provisions of a Contract with you are determined to be invalid, unlawful or unenforceable to any extent, such term, condition or provision will to that extent be removed from the remaining terms, conditions or provisions which will continue to be valid to the fullest extent permitted by law

14 CHANGING THESE TERMS & CONDITONS

We have the right to revise and amend these terms and conditions from time to time. You will be subject to the terms and conditions in force at the time that you make a Booking or unless any change is required to be made by law or if we notify you of the change to these terms and conditions before we confirm that your Booking has been successful.

15 YOUR INFORMATION

We will only store and use the information you supply to us for the purposes of carrying out our Contract with you and to collect valuable feedback about how satisfied you were with the services provided