



Terms and Conditions

By making a booking enquiry through this website or by telephone with Ein Cynefin, you agree to the Booking Terms and Conditions laid out below.

Please ensure you read these fully and carefully, and save a copy for your records and future reference.

1/ Definitions

These are the definitions for the purposes of the terms and conditions.

Owner - the legal owner of Ein Cynefin

Booking – the service and product sold to the Customer and which facilitates the Rental Contract.

Booking Confirmation – the confirmation of the Booking provided via email to the Customer when a Booking has been accepted.

Booking Deposit – equal to 25% of the Rental Fees, when the Booking is processed more than 12 weeks before the first day of the Rental Period.

Booking Enquiry – is submitted by the Customer to the Owner in respect of prospective availability for a Property.

Customer(s) – the Customer making and paying for the booking of holiday accommodation. The Customer must be at least 18 years of age and must agree to the Booking Terms & Conditions on submission of a Booking Enquiry. The Customer at all times remains responsible for the actions of all Guests permitted on the Booking during the Rental Period.

Event Outside Control – any act or event beyond the Owner's reasonable control. This includes without limitation, fire, explosion storm, flood, earthquake, subsidence, epidemic, or other natural disaster or failures of public or private telecommunications or utilities networks.

Guest(s) – the people that will occupy the Property subject to these terms and conditions. Note that the Customer(s) is not necessarily the Guests(s). It remains the responsibility of the Customer(s) to ensure that all Guest(s) are provided with access to these terms and conditions.

Inventory – a list of fixtures, fittings, furniture, furnishings, property and effects at the Property; a copy of which may be kept at the Property.

Property – The house Ein Cynefin, alternatively known as Llwyn Offa including any garden and outside space belonging to the Property

Rental Contract – the legally binding contract made between Customer and Owner, for the short term hire of the Property and agreed Rental Period. A Rental Contract is not effective until the Owner processes the Booking Deposit and provide the Booking Confirmation to the Customer.

Rental Fees – the total monetary amount due from a Customer to the Owner in respect of a Booking made for the Property. This includes all mandatory and optional fees, supplements etc. that are selected and processed in the Booking.

Rental Period – the duration of stay and period specified in the Booking Confirmation.

Website – Ein Cynefin’s website, located at URL (www.eincynefin.co.uk).

2/ Your Data

Please see Ein Cynefin’s Privacy Policy for further information.

3/ Descriptions

The descriptions and details of Ein Cynefin are not fixed. They closely represent the Property, and from time to time may require updating.

Unless otherwise stated, all Property Rental Contracts include fair reasonable use of utilities (gas, water and electricity).

Where the Property is advertised as offering Wi-Fi, as detailed within the Property description; provision is subject to availability and network conditions.

4/ Duration Of Holiday Stay, Check In & Check Out Times

Rental of holiday accommodation is for a maximum Rental Period of four weeks.

The Rental Period commences at 4:00pm on the first day of the Rental Period.

The Rental Period ends at 10:00am on the last day of the Rental Period.

Guests should not arrive before the Rental Period, neither vacate the Property later than the end of the agreed Rental Period. Failure to do so, may result in the Customer being charged a further day’s rental for the Property.

Unless otherwise stated explicitly in writing by Ein Cynefin to the Customer, these times and durations of the Rental Period apply.

6/ Customer Eligibility & Intended Purpose Of Holiday Booking

Ein Cynefin caters predominately for family gatherings and holidays. It is not our policy to accept Bookings for parties, hen do’s, stag do’s or from large groups of under 18s.

Customers making a Booking agree that they are at least eighteen years of age, and;

Customers agree that they have the legal capacity to enter into a legally binding agreement with an Owner, and;

Consent to taking on the financial responsibility of all Booking Deposits, Rental Fees, additional charges that arise.

Customers are not permitted to offer for resale any Booking or Rental Contract of any Property advertised on this Website.

Applying and interpreting Schedule 1, Paragraph 9 of the [Housing Act 1988](#); Customers booking with Ein Cynefin, exercise the right to occupy Property belonging to the Owner for holiday purposes only.

The Rental Contract between Customer and Owner does not create the relationship of Landlord and Tenant between the parties.

A Customer or Guest will not be entitled to a new tenancy or to any assured short hold tenancy, or any statutory protection under the [Housing Act 1988](#), or any other statutory security of tenure now or at the end of the Rental Period.

7/ Booking Deposits

Where a Booking is processed 12 weeks or more before the first day of the Rental Period, a Booking Deposit is payable. The Booking Deposit will be paid by the Customer at the time they submit the Booking to Ein Cynefin.

Where a Booking is made less than 12 weeks before the first day of the Rental Period, the full Rental Fees and any additional charges will be paid by the Customer at the time of the Booking, to Ein Cynefin.

When a Customer submits a booking enquiry, this is an offer to book the Property. If the Property is available on the requested dates and the Customer has provided all necessary information, Ein Cynefin will send the Customer a Booking Confirmation. At this point, a binding contract that incorporates these Terms and Conditions, comes into effect.

Ein Cynefin reserves the right to refuse a Booking. In this scenario, any Booking Deposit and additional charges paid by the Customer will be refunded immediately.

Note that refusing a Booking does not constitute a Cancellation or any rights associated with Cancellation.

Refusal of Booking pertains only to Bookings made via Instant Book on the Website, or in genuine error by Ein Cynefin. Ein Cynefin will endeavour to enforce a refusal of Booking within 48 hours of the Booking Confirmation.

8/ Rental Fees Balance Payments

The Rental Fee will be displayed on the Website at the of submitting a Booking Enquiry, and by Ein Cynefin prior to a Booking Confirmation.

On receiving the Booking Confirmation, the Customer becomes responsible for payment of the full balance (Rental Fee) in addition to all extra charges associated with the Booking.

Payment of the Rental Fees and all extra charges are payable to Ein Cynefin 12 weeks before the first day of the Rental Period.

Ein Cynefin reserves the right to treat non-payment of the balance by this date as a Cancellation. In this case, the Customer is deemed to have cancelled their Booking and Ein Cynefin will retain the Booking Deposit.

The date for paying the holiday balance (Rental Fees) will be sent to the Customer with the Booking Confirmation.

Ein Cynefin may, but are not legally obliged to, contact and provide reminders to Customers for payment of the Rental Fees balance.

All charges, deposits and Rental Fees quoted and charged by Ein Cynefin include VAT, where applicable.

9/ Amending A Booking

The Rental Period may be amended by the Customer once fee-free prior to the commencement of the Rental. This will be subject to: Availability, the Owner's approval, Agreement between Customer and Owner for an adjustment in Rental Fees (if extending or shortening the stay), and only if the request to amend the Rental Period is more than four weeks from the first day of the Rental Period. The Customer should contact Ein Cynefin in the first instance for requests to amend the Rental Period.

All requests to further amend the Rental Period after any actioned first request will be subject to a £35 (including VAT) fee payable to Ein Cynefin. All subsequent Rental Period amendments are subject to all conditions in the previous paragraph.

10/ Transferring Booking Dates

Where a Customer has received a Booking Confirmation, Ein Cynefin makes no guarantee or promise to offer the Customer availability and to transfer, defer, extend or shorten their Rental Period.

Ein Cynefin will at all times endeavour to help Customers who require amendment to any Booking, Rental Period and Rental Contract.

However the final decision with any amendment to the Booking, Rental Period and Rental Contract will remain with the Owner.

Where a Customer submits a request to amend the Booking, Rental Period and Rental Contract, a difference in the Rental Fees owed to Ein Cynefin may be required.

Again Ein Cynefin will in each individual scenario aim to honour the prices quoted from of the original Booking Confirmation. But where a difference in price for Rental Fees is owed, the Customer agrees to pay this difference, according to the conditions 7 & 8 above by way of Booking Deposit and Rental Fees balance payment.

11/ Cancellation

All Bookings can only be cancelled prior to (and not including) the first day of the Rental Period.

Any Customer wishing to cancel a Booking, must provide Cancellation Notice, by writing to Ein Cynefin, referencing their Booking Confirmation.

On receiving a Customer Cancellation Notice, Ein Cynefin will write to the Customer to confirm the Cancellation request.

On receiving a Cancellation Notice from a Customer, Ein Cynefin will be owed by the Customer a Cancellation Charge. This is dependant on the number of days before the first day of the Rental Period that Cancellation Notice is received.

Please see the following tabluture illustrating our terms on the Cancellation Charge owed by the Customer, as percentage of the Rental Fees:

Days before the first day of the Rental Period that Cancellation notice is received	Cancellation Charge % of rental fees*
0-20 days	95%
21-48 days	75%
49-83 days	45%
84 days or more	Booking Deposit

*Excludes any security deposit, cleaning fee, damage waiver fee

12/ Cancellation Protection

Ein Cynefin strongly recommend that Customers obtain cancellation protection or cancellation insurance for their holiday Booking.

Customers are encouraged to take out their own travel insurance for UK holidays (as one might for holidays abroad), specifically opting for a policy which covers booking cancellations.

13/ Optional Extras

Where optional extras e.g dogs are available to the Property these prices will be listed on the Website and charged at the rates shown on the Website.

14/ Security Deposits

Ein Cynefin utilise a variety of measures to protect Owner Property.

These charges are made not only to protect against damages, but more often than not, excess cleaning required, where a Customer and Guests have not returned the Property to a reasonable clean state upon check out.

Security Deposits

A refundable security deposit is generally applicable to bookings of 6 guests and more

The deposit is a minimum of £250 per booking.

A security deposit is payable to Ein Cynefin, and is added to the total Rental Fees, and will be incorporated into the Rental Fees balance payment due date 12 weeks prior to holiday arrival date.

The exception to this is where a Customer intends to make a Booking within 12 weeks of the holiday start date. In this case the total Rental Fees and security deposit is required to be paid in full, before Booking Confirmation is provided.

Subject to clauses in Condition 19 (Damages, Breakages And Additional Cleaning), the security deposit will be refunded to the Customer within 14 days of the final day of the Rental Period.

15/ Pets

Ein Cynefin's website clearly states whether pets are allowed, the type of pet and how many are permitted.

The Booking Confirmation will confirm what cost this will be.

It remains the Customer's responsibility to check with Ein Cynefin and confirm that their pet is permitted and included on the booking.

Pets are only permitted at the Property with subject to any conditions imposed by Ein Cynefin.

The Customer agrees that they shall be kept under control and exercised off the premises.

Customers and Guests are encouraged to abide by the Countryside Code and keep dogs under close control at all times for their safety as well as the safety of other dog owners and livestock.

Pets are not permitted in the bedrooms or on the furniture in the Property and Ein Cynefin cannot accept responsibility for their safety.

Pets must not be left in the Property unsupervised as this can result in considerable damage to the Property and distress to the pet.

Where a Property requires additional cleaning because dogs have been allowed into the bedrooms, on beds and on uncovered sofas, a fixed charge of £50 will be payable by the Ein Cynefin, to cover the cost.

16/ Changes To Prices and VAT

Ein Cynefin reserves the right to update prices on the Website due to errors or omissions. Where any amendment affects the Rental Fees for a Customer, the Customer will be notified as soon as possible and the Customer shall have the right to terminate the Rental Contract if the amended price is significantly higher than when agreed in the Booking Confirmation.

Where amendment to rates of VAT are required, and fall between the Booking Enquiry date and the Booking Confirmation date, Ein Cynefin will apply the VAT amendment and the Customer will be liable and agrees to pay the applicable rate.

17/ Method Of Payment and Overseas Customers

Payments to Ein Cynefin may be made by BACS electronic bank transfer.

Cheques are not a permitted form of payment.

Customers outside of the United Kingdom agree to pay the Rental Fees in Pounds Sterling by electronic bank transfer. Any charges for payments made from overseas will be passed onto the Customer.

18/ Customer Obligations

The Customer agrees to the following:

To make sure that all the information provided to Ein Cynefin in connection with the Booking is true, accurate, current and complete. If any Customer or Guest details change (e.g. email address, postal address), you must promptly update your details with Ein Cynefin.

Report all damages, destruction, defect, disrepair that affect the Property or Inventory to Ein Cynefin as soon as it comes to the attention of the Customer. All damage or breakdowns are reportable immediately so as to provide Ein Cynefin an opportunity to remedy and repair prior to subsequent Customer arrivals.

Pay for any losses or damages to the Property caused by a Guest in their party. This excludes damage resulting from fair wear and tear. Where Ein Cynefin can demonstrate with supporting evidence that damage to Property is directly attributable to the Customer or Guest, the costs for the damage will be reclaimed on behalf of the Owner. This will be through retention of the security deposit against the Property.

Take good care of the Property and at the end of the Rental Period, leave the Property in a clean and tidy condition as close to how you found the Property at the start of the Rental Period. This includes (but is not limited to) washing cups, cutlery and cooking utensils and putting back into the cupboards.

Cleaning services are not provided during the Rental Period, unless otherwise agreed between the Customer and Ein Cynefin.

If Ein Cynefin are dissatisfied with the condition that a Property is left in by a Customer at the end of the Rental Period, they reserve the right to refuse to take a Booking from that Customer in the future.

To permit both the Owner reasonable access to the Property at all times without notice. Every effort will be made not detract from the Customer right to peaceful enjoyment of their Rental Holiday.

Not to share possession of the Property with anyone other than those Guests identified on the Booking Confirmation and not to exceed the total number of Guests identified in the Booking Confirmation.

Not to sell and transfer part or all of the Booking to another party, without the express written permission Ein Cynefin approval.

Customers and Guests agree to reasonable and lawful use of any Wi-Fi service.

Not to smoke inside any Property. This includes all vapes and e-cigarettes.

To read and disseminate to all Guests, the Fire Safety Information relating to the Property, on the day of arrival.

Not to cause undue nuisance and annoyance to neighbours or occupants of adjoining premises.

Not to use drones, fireworks or night lanterns.

19/ Damages, Breakages and Additional Cleaning

Ein Cynefin appreciate that accidents happen, which is why condition 18 above allows for Customer and Guest to report all instances of damage, disrepair and breakages immediately to Ein Cynefin.

Where Ein Cynefin can demonstrate that Guests and a Customer have deliberately breached these conditions or have caused damage to the Property and or Inventory items, reimbursement for repair or replacement will be sought.

Where a security (damages) deposit is in place against a Property, Ein Cynefin will withhold the full deposit pending a post check out investigation.

Supporting evidence in the form of, but not limited to, photographs and housekeeping witness statements, will be recorded by Ein Cynefin. This evidence will be used to justify the retention of all or part of the Customer security deposit.

Where partial or full retention of security deposit is made, Ein Cynefin will supply the Customer a short written report summarising the reasons for retaining the deposit or part of, including a breakdown of the additional cleaning costs, Inventory items replaced or repaired, and labour costs associated for repairs to the Property or Inventory. This will be supplied to the Customer within 14 days of the final day of the Rental Period, along with any remaining security deposit balance.

20/ Owner Obligations And Assurances

The Owner agrees:

To uphold the Rental Contract using reasonable care and skill;

Notify the Customer in writing of any changes to the description of the Property relating to your Booking which would make our descriptions of the Property inaccurate, incomplete or misleading;

Ensure that the Property is vacant and that the Customer and Guests have sole access to the Property for the full Rental Period other than access for required staff e.g. gardeners;

Ensure that suitable arrangements are in place for Guests to collect and return the keys for accessing and securing the Property;

To show all due consideration and respect to the Customer and Guests including refraining from any dangerous, offensive, violent or anti-social behaviour;

That the Owner, the Property and the Rental Contract comply with all applicable laws and regulations during the Rental Period;

To comply with the terms and conditions of the Rental Contract and act in good faith at all times;

To respond to queries, complaints and problems which arise during or after the Rental Period and endeavour to resolve them;

Have the right to provide the Property and enter into the Rental Contract with the Customer;

Will maintain, at the Owner's expense and with a reputable insurance company, policies to meet the Owner's liabilities under the Rental Contract with the Customer;

That the Property and the Owner will comply with all applicable laws and regulations, in particular, relating to fire, health, safety and planning and data protection; and

that the Property is properly maintained, clean, tidy and in good repair at the commencement of the Rental Period.

21/ Liability

Nothing in these Conditions excludes or limits the liability of Ein Cynefin for the following:

Death or personal injury caused by the Owner's negligence; or

Any matter which it would be illegal for Ein Cynefin to exclude or attempt to exclude their liability.

Ein Cynefin and its staff shall not be liable to a Customer or Guest for loss or damage to their property, howsoever arising.

Guests must take all necessary steps to safeguard themselves and their property.

If Ein Cynefin fails to comply with these terms and conditions, they are responsible for losses which are a foreseeable result of their breach of these terms and conditions or their negligence.

Ein Cynefin is not responsible for any loss or damage that is not foreseeable. Loss or damage is foreseeable if it is an obvious consequence of the breach or if it was contemplated by the parties at the time the parties entered into a binding contract.

Ein Cynefin is not liable for business losses. Ein Cynefin only lets the Property for domestic and private use. If the Customer, or a Guest, uses the Property for any commercial or business purpose Ein Cynefin will have no liability to you for any loss of profit, loss of business, business interruption, or loss of business opportunity.

22/ Property Non-Availability & Events Beyond Control

Ein Cynefin will not be held liable or responsible for any failure to perform or delay in performance of, any of their obligations in these conditions that is caused by an Event Outside Control.

If an Event Outside Control takes place that affects the availability of the Property during the Rental Period, the Customer will be contacted as soon as reasonably possible and Ein Cynefin's obligations under these Conditions will be suspended and the time for performance will be extended for the duration of the Event Outside Control.

Where the Event Outside Control results in the Property becoming unavailable during the Rental Period, the Customer may end the contract and all payments will be refunded

23/ Complaints And Complaint Procedure

Every effort is made by Ein Cynefin to ensure that every Customer and Guest have an enjoyable stay. However where Customers or Guests have any problem or cause for complaint it is essential that you contact Ein Cynefin in the first instance.

All complaints must be notified to Ein Cynefin by text, telephone or email as soon as reasonably practicable.

Ein Cynefin may be required to carry out an immediate investigation of the Property if necessary.

All Customers have a legal obligation to mitigate their loss. And the Customer agrees that Ein Cynefin shall be given the opportunity of investigating the complaint within a reasonable time and the opportunity to correct issues both during or after the Rental Period.

24/ Breach Of Contract

If there is a substantial breach of any of these terms and conditions by the Customer or any of their Guests, Ein Cynefin reserve the right to re-enter the Property and terminate the Rental Contract that exists in relation to the Property, and may recover possession of the Property.

If there is a substantial breach of any of these terms and conditions by Ein Cynefin, then the Customer has the right to terminate the Rental Contract that exists in relation to the Property, and may leave the Property.

Ending the Rental Contract by either Ein Cynefin or the Customer does not affect that party's rights and remedies.

25/ Your Rights

Ein Cynefin is under a legal duty to supply services that are in conformity with our respective contracts with Customers.

Customers have certain legal rights as a consumer enshrined in UK law and nothing in these Booking Terms and Conditions affects your legal rights.

For further information about your legal rights in relation to the services that Unique Holiday Stays and Property Owners provide, visit or contact your local Citizens' Advice Bureau or Trading Standards Office.

26/ Customer Right To Terminate A Rental Contract

Customers may immediately terminate a Rental Contract:

If Ein Cynefin communicate to the Customer an error in the charges or Booking, or a significant error in the description of the Rental Contract relating to a Customer Booking and the Customer provides written notification to Ein Cynefin to terminate the Rental Contract.

If Ein Cynefin notify the Customer about an amendment to the Rental Fees due to changes in the applicable exchange rate, and the Customer provides written notification to Ein Cynefin stating that termination.

Nothing in this condition affects or reduces the Customer legal rights as a consumer.

27/ Owner Right To Terminate A Rental Contract

Ein Cynefin may immediately terminate their Rental Contract with you if:

The Customer or Guests do not comply with the obligations set out above

The Customer or Guests do not comply with the applicable rules on pets in accordance with condition 15;

Circumstances or Events Outside Control and Ein Cynefin 's reasonable control prevent or are likely to prevent a Customer or Guests from staying at the Property for the Rental Period, or the Owner from complying with any other of their obligations under the Rental Contract.

28/ Consequences Of Terminating The Rental Contract

If a Customer terminates the Rental Contract for the reasons mentioned in condition 26, Ein Cynefin will refund the Booking Fee, Booking Deposit and any other associated Rental Fees within 14 days of the date that the Customer notifies Ein Cynefin of intention to terminate the Rental Contract.

Should the Rental Contract terminate during the Rental Period, the Customer must:

Leave the Property together with all Guests as soon as possible;

Notify Ein Cynefin that all Customer(s) and Guest(s) have vacated the Property, confirming the reasons for leaving the Property; and

Return all keys to the location instructed by the Owner.

Nothing in this condition (28) affects your legal rights as a consumer (see condition 25).

29/ Personal Data

The Owner will use the personal information you provide:

to verify the identity of the Customer and Guests who will be occupying the Property.

The Owner may pass your information to other third party service providers (acting as the Owner's agent) for the purpose of supplying the Property to you.

Ein Cynefin also obtain your personal information in the course of the Booking and Rental Contract.

Ein Cynefin may contact you by electronic means (email or text) with relevant information and offers. If you do not want Ein Cynefin to use your data in this way, you can opt out at any time by contacting Ein Cynefin.

Ein Cynefin may retain your information for the period necessary to fulfil the purposes for which it was first collected, unless a longer retention period is required or permitted by law.

30/ Authority to sign

The Customer who completes and submits the booking warrants that they are authorised to accept these terms and conditions on behalf of the Guests, including those Guests substituted or added at a later date

The Customer agrees that they are over eighteen years of age; and

They agree to take responsibility for the Guests occupying the Property, and to notify Ein Cynefin if they are not a Guest for the Property during the Rental Period.

31/ Priority

If there is any ambiguity or inconsistency in or between these terms and conditions and the information on the Website, these terms and conditions shall supersede.

32/ Validity Clause

In the event that a court finds that a condition (or part of a condition) in these terms and conditions is invalid, unenforceable or illegal, the other conditions shall remain in force.

33/ Third Party Rights

Ein Cynefin and Customer do not intend that the contract between them should be enforceable by any person solely by virtue of the Contracts (Rights of Third Parties) Act 1999.

34/ Governing Law And Jurisdiction

The contract between Ein Cynefin and the Customer shall be governed by the laws of England and Wales.

In the majority of cases:

Each party irrevocably agrees that the courts of England and Wales shall have the exclusive jurisdiction to settle any dispute of claim arising out of or in connection with the contract or its subject matter or formation (including non-contractual disputes or claims).

For Property and Customers outside of this jurisdiction:

These Booking Conditions and any contracts made under them are governed by English law and you can bring legal proceedings in respect of any such contracts in the English courts. If you live in Scotland you can bring legal proceedings in respect of any contracts made under these Booking Conditions in either the Scottish or the English courts. If you live in Northern Ireland you can bring legal proceedings in respect of any contracts made under these Booking Conditions in either the Northern Irish or the English courts. If you live in the Republic of Ireland you can bring legal proceedings in respect of any contracts made under these Booking Conditions in either the courts of the Republic of Ireland or the English courts.

35/ Miscellaneous Conditions

Ein Cynefin may transfer their rights and obligations under these Booking Conditions to another organisation. They will contact Guests if this is planned. If unhappy with the transfer Guests may contact Ein Cynefin to end the relevant contract within 14 days of being told about it and receive a refund for any payments made in advance for services that have not been provided.

36/ Changes To Terms And Conditions

Ein Cynefin may make changes to these Booking terms and conditions at any time by sending the Customer an email with the modified Booking conditions or by posting an updated version of them on the Website.

Any changes will take effect 7 days after the date of the email or the date on which updated version are uploaded to the Website, whichever is the earlier.

Customers continuing to use the Website after that period has expired, accept any such changes.

The updated Booking terms and conditions will not apply to any Booking that Ein Cynefin confirm with a Customer before the date that the updated Booking terms and conditions come into effect.

No representative, agent or sales person has the authority to vary, amend or waive any of these Booking terms and conditions.

No amendment, variation or waiver of any of these Booking terms and conditions will be valid or have any effect unless accepted by Ein Cynefin in writing.