

BOOKING TERMS AND CONDITIONS (November 2015)
10 St Marys, York

1. INTRODUCTION

- a. These terms and conditions form part of the contract between the Owner and the Customer for the temporary rental of the Property by the Customer for holiday accommodation.
- b. The agreed rental of the Property in no way constitutes a relationship of landlord and tenant between the Owner and the Customer and does not confer tenant rights upon the Customer in respect of the Property.
- c. Once a Booking Confirmation is made the Parties agree that a contract is formed between them in relation to the temporary rental of the Property by the Customer for the Booking Period and the Parties agree that the Booking Confirmation and these terms and conditions form the contract between them.

2. DEFINITIONS

Defined terms used in these terms and conditions shall, unless the context otherwise requires, have the following meanings:

Agent means English Country Cottages, Cottages 4 You and York Luxury Holidays

Arrival Date means the date on which the rental of the Property begins;

Arrival Time means from 3:00pm (GMT) on the Arrival Date;

Booking means the rental by the Customer of the Property for the Booking Period as detailed in the Booking Confirmation;

Booking Confirmation means a confirmed booking for the Property for the agreed Booking Period made in writing (including email) issued by the Owner to the Customer pursuant to which a Deposit is payable;

Booking Period means the period from the Arrival Date until the Departure Date;

Check Out Time means 10:00am (GMT) on the Departure Date;

Contract means the contract between the Owner and the Customer for the rental of the Property incorporating the Booking Confirmation and these terms and conditions;

Cost means the price payable by the Customer to the Owner for the rental of the Property as confirmed in the Booking Confirmation;

Customer means the person initiating a booking enquiry and with whom a Booking Confirmation is made and any reference to Customer shall include all guests in the Customer's party staying at the Property during the Booking Period;

Departure Date means the date on which the rental of the Property ends;

Deposit means the sum paid by the Customer to the Owner to generate a Booking Confirmation as set out in Clause 4 below;

Guest Information Pack means the manual provided at the Property containing instructions on the facilities within the Property;

Owner means Half Mile Developments;

Parties means together the Customer and the Owner;

Property means the holiday rental property owned by the Owner and known as 10 St Marys situated at 10 St Marys, York, YO30 7DD described on the website with domain name www.10stmarys.co.uk

3. BOOKING

- a. Any person making a Booking must be aged 18 or over. This person must also be a guest for the duration of the dates booked. The number of guests in the party must be agreed at the time of the booking and can only be increased with the prior approval of the Owner.
- b. A Booking can be made via:

- i. The Owner's website, www.10stmarys.co.uk
 - ii. An Agent's website; or
 - iii. Direct contact with the Owner.
- c. If made via the Owner's website, the Customer shall make an enquiry generated on the website to which the Owner will respond by email with a view to agreeing with the Customer the Booking Period, the Cost and the number and make up of the Customer's party. Once these details are agreed the Owner will issue the Booking Confirmation and request payment of the Deposit. Once the Deposit has been paid the Contract is formed.
- d. The Owner guarantees the Booking for a period of 24 hours from the date on which the Booking Confirmation is issued.
- e. If the Booking is made via an Agent's website, the Customer will be subject to these terms and conditions save for clauses 3 and 4a. The Customer will also be subject to the booking and payment terms of the Agent.

4. PAYMENT

- a. Deposit
 - i. A non-refundable deposit of 20% of the Cost must be paid immediately after a Booking Confirmation being issued by the Owner to the Customer. If the Deposit is not paid within 24 hours of the Booking Confirmation being issued, the Booking is deemed to be forfeited by the Customer and the Owner is at liberty to confirm a booking for the relevant Booking Period or any part thereof with another party. The Deposit is forfeited in full immediately upon any late cancellation by the Customer each as noted in clause 5.
- b. The Cost
 - i. The full Cost shall be payable (in addition to the Deposit already paid) no later than 56 days before the agreed Arrival Date, or if the Booking has been made on less than 56 days' notice, within 24 hours of the Booking Confirmation being issued by the Owner to the Customer (the "**Payment Date**"). If the Cost is not paid on or before the Payment Date, the Booking shall be deemed to have been cancelled by the Customer and if the Deposit has been paid, it shall be forfeited in full immediately following expiry of the Payment Date.
- c. Method of Payment
 - i. Any payments made to the Owner under this clause 4 must be paid by direct transfer to the Owner's bank account or by cheque.
 - ii. Details of the Owner's bank account shall be provided in the Booking Confirmation, or communicated by the Owner to the Customer at the time of making the Booking.
 - iii. Cheques should be made payable to [Half Mile Developments].
 - iv. Any payment to an Agent must be paid in accordance with the Agent's own terms and conditions.

5. CANCELLATION

- a. Any cancellation made by the Customer for whatever reason shall be made in writing (which includes email) to either info@tiercel-leisure.com or Half Mile Developments, Suite 4 Floor 2, Belvedere House, Victoria Avenue, Harrogate HG1 1EL.
- b. Where a cancellation notice is received more than 56 days from the Arrival Date, the Deposit will not be refunded but the outstanding Cost shall not be payable. Where the cancellation notice is received less than 56 days from the Arrival Date any of the Cost paid by the Customer and the Deposit will not be refunded.
- c. The cancellation notice will not be effective unless and until it is actually received by the Owner. The Owner will not be held responsible or liable in any circumstance for misdirecting or non delivery of any such notice.

6. CHANGES OF DATE

The Owner may, but shall not be bound to, consider a request from the Customer to change the Booking Period after a Booking Confirmation has been issued. The Owner will confirm whether any additional conditions apply to acceptance of such a request.

7. PERIOD OF RENTAL

Rentals commence at the Arrival Time on the Arrival Date and terminate at the earliest of the actual time of departure or the Check Out Time on the Date of Departure.

8. USE OF PROPERTY

- a. The number of persons occupying the Property must not exceed six and the size of the party must be agreed with the owner at the time of booking.
- b. The Property shall be used for personal and domestic purposes only. The Property shall not be used for any commercial purposes, nor as a party venue, and due consideration must be given to neighbouring properties in respect of reducing noise levels after 11pm.
- c. The Owner reserves the right to refuse entry to any or all of the Customer's group if this condition is not observed, and generally in the case of any breach of the Contract by the Customer or anyone in the Customer's group. The Customer will be responsible for ensuring that all guests in their party using the Property during the Booking Period comply with these terms and conditions and failure by any member of the party to do so will be the responsibility of the Customer.
- d. No child is permitted in the sauna area of the Property unless accompanied by an adult. It is the responsibility of the Customer to ensure safe use of the sauna and subject to clause 13(b) the Owner shall not be liable for any losses, personal injury or death caused as a result of breach by the Customer of this clause 8(d).

9. COMPLAINTS

Should there be any cause for complaint during the Booking Period it must be notified promptly to the Owner and, in the case of serious problems, confirmed in writing and sent to either info@tiercel-leisure.com or Half Mile Developments, Suite 4 Floor 2, Belvedere House, Victoria Avenue, Harrogate, HG1 1EL.

10. BREAKAGES OR DAMAGE

- a. The Owner reserves the right to charge for any reasonable losses, costs and expenses arising as a result of any damage caused by the Customer or any member of the Customer's group to the Property and/or any and all items provided for the Customer's use (other than consumable items which are provided on a complimentary basis) and/or any theft of such items and/or for any non-standard cleaning costs arising as a result of the Customer's use of the Property.
- b. The Customer must pay the Owner any charges incurred under clause 10(a) within 7 days of demand (the "**Demand Date**").
- c. If the Customer does not make payment to the Owner by the Demand Date, the Owner may charge interest to the Customer on the overdue amount at the rate of 3% a year above the base lending rate of Barclays Bank from time to time. The interest shall accrue on a daily basis from the Demand Date until actual payment of the overdue amount. The Customer must pay the Owner the interest together with the overdue amount.

11. CARE OF THE PROPERTY

- a. The Customer shall take all reasonable and proper care of the Property and its furniture, pictures, fittings and effects in or on the Property and leave them in the same state of repair and condition, reasonable wear and tear excepted, at the end of the Booking Period.
- b. The Customer shall comply with all instructions with regard to the use of the Property and its fixtures and fittings as notified in the Guest Information Pack provided to the Customer on arrival at the Property and any instructions found in the Guest Information Pack or otherwise at or on the Property shall form part of these terms and conditions.
- c. No smoking is permitted inside the Property and the Owner reserves the right to claim damages as a result of any cleaning costs or other damage caused by smoking as set out in clause 10.

12. PETS

Other than registered guide and hearing dogs belonging to those with visual and hearing impairments, no pets are allowed at the Property.

13. LIABILITY

- a. If the Owner fails to comply with the Contract, it will be responsible for loss or damage the Customer suffers that is a foreseeable result of the Owner's breach of the Contract or its negligence, but the Owner is not responsible for any loss or damage that is not foreseeable. Loss or damage is foreseeable if they were an obvious consequence of the breach or if they were contemplated by the Parties at the time of entering the Contract.
- b. The Owner does not exclude or limit in any way its liability for:
 - i. Death or personal injury caused by its negligence; and
 - ii. Fraud or fraudulent misrepresentation.
- c. If the Property becomes unavailable or unusable for some reason prior to the Arrival Date, the Owner's sole obligation will be to confirm the cancellation of the Booking to the Customer as soon as possible and reimburse the Customer in full for the Cost and/or Deposit already paid to the Owner.
- d. Notwithstanding any other provision of this Contract, the Owner shall be entitled to cancel the Contract on short notice and will not be liable in any circumstances as a result of any cancellation other than for the value of the Deposit and Cost paid by the Customer. No compensation, costs, expenses or other sums of any description (including without limitation the cost of securing an alternative property/accommodation) will be payable in such circumstances.

14. RIGHT OF ENTRY

The Owner reserves the right of entry to the Property either in person or through the use of agents appointed by the Owner at all reasonable times for the purposes of inspection or to carry out any necessary repairs or maintenance.

15. BUILDING WORK

The Owner cannot be held responsible for any building or road works which may be carried out close to the Property during any Booking Period. The Owner will endeavour, where possible, to advise the Customer in advance, should the Owner become aware of any anticipated works, although it is acknowledged that these can occur at any time without prior notice.

16. CHANGES TO TERMS

The Owner may revise the terms of the Contract from time to time in the following circumstances:

- (a) changes in how the Owner accepts payment from the Customer;
- (b) changes in relevant law and regulatory requirements.

If the Owner has to revise the terms of the Contract, the Owner will give the customer at least one month's written notice of any such changes before they take effect.

17. GOVERNING LAW

The Contract is governed by English Law. The parties agree to submit to the non-exclusive jurisdiction of the English courts. However, if you are a resident of Northern Ireland you may also bring proceedings in Northern Ireland and if you are a resident in Scotland, you may also bring proceedings in Scotland.