

**Terms of Business 2010/11  
Harrogate Serviced Apartments**

Please read these Terms of Business carefully before booking. By making a reservation with us, you are deemed to have read and accepted them.

**Harrogate Serviced Apartments**

Harrogate Serviced Apartments ("the Agent") is a specialist in the provision of serviced apartments in Harrogate North Yorkshire. The company is engaged by corporate and private clients for temporary serviced accommodation.

A binding contract between the Client (you) and the Owner of the accommodation shall be entered into on the Agency issuing the booking confirmation as agent for the Owner. The Client (you) is responsible for payment of the price of the accommodation and the compliance of his/hers invited members who will be sharing the accommodation.

**Booking procedure & Bond**

For Periods of less than 3 Months:

To make a reservation, we require an initial deposit of 25% of the total value, within 2 days of the booking, together with written confirmation of your booking request, which can be sent by email to [info@harrogateservicedapartments.co.uk](mailto:info@harrogateservicedapartments.co.uk). All deposits must be paid in cleared funds – see methods of payment below. The balance is payable in full 8 weeks before the date of arrival. If the reservation is made within the 8 week period, the full amount is to be paid at the time of the booking.

For accommodation lets of 1 to 2 months a bond will be required of £500.00 which will be returned upon departure following a signed and agreed inventory list. The bond will be repaid to you less any sum that may be due to the Agent or the Owner as a result of any breach of the your obligations under this agreement.

For accommodation lets of less than 1 month no bond is required.

For Periods of 3 Months or more:

Payment for accommodation lets of 3 months or more the following applies:

- (a) The payment for the first two months will be payable prior to commencement of the holiday
- (b) Payment for the third and each subsequent month will be made monthly in advance on the 15<sup>th</sup> day of each month for the month following the next calendar month (e.g. payment for March would be due on 15<sup>th</sup> January).

If the holiday is booked less than two months in advance then the fee will be payable on booking for the period up to an including the end of the second calendar month of the let. The Agent reserves the right to require that the first two months' fee will be payable on booking in any event.

A bond will be payable which will be equivalent to one month's fees. This will be returned upon departure following a signed and agreed inventory list. The bond will be repaid to you less any sum that may be due to the Agent or the Owner as a result of any breach of the your obligations under this agreement.

**Bookings from minors**

Bookings from children under the age of 18 years cannot be accepted.

[info@harrogateservicedapartments.co.uk](mailto:info@harrogateservicedapartments.co.uk)  
[www.harrogateservicedapartments.co.uk](http://www.harrogateservicedapartments.co.uk)  
07860 142965

**For business or pleasure, it's a place to stay and call your own**

**Methods of payment**

We reserve the right to cancel any reservations if payment does not reach us on the agreed date, as stated above, and deposits will not be refunded, unless otherwise agreed in writing by the Agent.

CHAPS, BACS/Bill Payments or Cheques - we can only accept these methods of payment and they need to be in pounds sterling (GBP), drawn on a UK bank account. In the event of a currency conversion fee, we expect the Client to honour this fee and the International transfer fee that some organisations may charge. Please allow for a minimum 7 day clearance period from posting (first class in UK) when making payment by cheque. In the case of all other payment methods please seek confirmation from your bank as to clearance times.

**Amendments**

At the Agent's sole discretion, changes may be made to the booking including:

- (a) change of dates
- (b) addition or reduction in number of guests (subject to apartment maximums)
- (c) change of Client (being named guest making booking)
- (d) change in agreed bedroom configurations where it has been agreed that the Client will use only a certain number of bedrooms

Any changes made once a reservation has been confirmed will incur a charge of £15 unless agreed by the Agent.

The Agent reserves the right to refuse any requested changes for any reason.

In the unlikely event that the property you have booked becomes unavailable or unusable the Agent will use all reasonable endeavours to locate an alternative property which is reasonably suitable for you. You will not be charged more for any alternate property.

If the property becomes unavailable or unusable and we are unable to locate an alternative property which is reasonably suitable then we will refund any amounts already paid.

If you wish to reduce the length of a booking please advise us as soon as possible. We will endeavour to re-let the Apartment for the unwanted time. Should we be successful in re-letting the Apartment we will not charge you for the period re-let although we reserve the right to make an administrative charge equivalent to a maximum of one week's booking fees for the additional work required to re-let the Apartment. However, if we cannot re-let the Apartment for some or all of the booked letting period then you will remain responsible for the fees for the un-let period(s).

**Cancellations**

If you cancel your booking prior to 8 weeks before the arrival date (where there has only been a deposit paid) you will lose the deposit only. If you cancel within the 8 weeks of your arrival date, you will be liable to pay the full balance.

If you wish to pass on your confirmed booking period to any third party, you must have the prior approval of Harrogate Serviced Apartments. You will still be liable for any debts/damages caused by the third party unless we have agreed the transfer of the booking in writing. A transfer of the booking to another party will incur a handling charge of £15. Please ensure that the main named person booking the accommodation is the person to whom the invoice is to be made.

A refund may be made at the discretion of Harrogate Serviced Apartments, and only if the property can be rented to another guest. No refund will be made for non-arrivals, late arrivals or early departures. Clients are recommended to take out adequate travel insurance.

**Damages**

You must keep the accommodation in good condition and repair and tell us immediately if anything gets broken or damaged. The accommodation is inspected prior to all arrivals so we are satisfied that the accommodation is at its best for you. Please note, that you will be liable for the any breakages and damages to items within the apartment and the apartment.

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**Insurance**

We do not provide insurance for your personal effects, nor is this provided under the insurance cover for the accommodation. It is therefore advised, that you make arrangements for insurance cover for your personal effects.

**Arrival/Departure times**

Check in time is 2 pm

Check out time is 10 am

If you require times outside of the above, please discuss possible opportunities with the management at the time of booking.

**Liabilities and responsibilities**

Harrogate Serviced Apartments act solely as an agent and not as principal for all apartments. We cannot be held liable or accept responsibility for any dissatisfaction with an apartment, for personal injury, loss or damage to the Client's belongings or car and its contents except that nothing in the agreement shall exclude the Agent's liability for death or personal injury caused by its negligence, or the negligence of its employees, agents or subcontractors or fraud or fraudulent misrepresentation..

You are responsible for the accommodation equipment during the period and is expected to take all reasonable care of it. You are advised to check on arrival and report any shortcomings, damage or missing items immediately to the Agent so that the matter can be remedied for you. You undertake to report and pay for any damage caused to the accommodation or for equipment lost, damaged, or stolen during your stay. Fair wear and tear is excepted.

An apartment inventory is placed in the apartment at all times. For long lets please make sure you read this and sign it along with the agent. A long let is classified as 1 month or longer stay.

**Pets**

Pets must be agreed access prior to the confirmed booking. You will be responsible for any damages that your pets cause during your stay and for any additional cleaning that may be required (in our opinion). Only select apartments accept Pets, please check this before inviting the pet to stay.

**Number of persons using the accommodation**

The number of persons using the accommodation shall not exceed the maximum number agreed because of fire regulations and insurance purposes. If this happens the Client will be charged for two additional nights at the same rate as the original booking and the Agent reserves the right to immediately terminate the agreement.

**Departure**

We expect the apartments to be left as you find them. If, at our discretion, additional cleaning is required on departure, the cost of this cleaning will be charged as an additional charge to you.

**Harrogate Serviced Apartment – Apartment access**

Harrogate Serviced Apartment needs to access the apartment to place literature and check that all electrical equipment and utility services are working correctly. This is normally done prior to an arrival. However for longer lets of 1 month or more this may have to be done during a Clients stay. Harrogate Serviced Apartments will inform you when this will take place either by email or telephone.

**Holiday Lettings**

This agreement is made on the basis that the Property is to be occupied by the Tenant for a holiday as mentioned in the Housing Act 1988 Schedule 1 Paragraph 9. The Tenant acknowledges that the tenancy granted by this agreement is not an assured tenancy and that no statutory periodic tenancy will arise on the determination of the Term.

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