

## Terms of Business 2020/2021 Harrogate Serviced Apartments

**Covid-19.** The T&C's remain the same as below, unless there is a Government lockdown announced which runs over the period you have booked and is in the area you live. Please note this is for lockdown only and not symptoms. If a lockdown occurs we will happily relocate your booking to another date in the same apartment and if the value is the same for the new period chosen.

### **Brief normal T&C's**

When making a direct reservation on line, we require an initial deposit of 25% of the total value of the booking, the final balance will be charged to the same credit card 8 weeks prior to the arrival date. If the reservation is made within the 8 week period, the full amount will be charged at the time of the booking. A £10 booking fee will be charged at the check out for administration purposes – thank you.

By making a reservation with Harrogate Serviced Apartments, you are deemed to have read and accepted these Terms and Conditions and on behalf of your members staying with you. These Terms of Business are displayed on the website [www.harrogateservicedapartments.co.uk](http://www.harrogateservicedapartments.co.uk).

### **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.

### **Key points & Restrictions**

Guests are expected to behave in a reasonable and respectful manner and to allow fellow guests to enjoy peacefully the surrounding environment. We operate a strict no party policy, no smoking or pets allowed in any apartment. Any guests who do not comply with this policy will be asked to leave and to find alternative accommodation and Harrogate Serviced Apartments reserves the right to cancel their booking with immediate effect and without refund.

Should any guest(s) or their members staying with them cause a disturbance to others in the same building, resulting in that person(s) having to visit the apartment to complain, then Harrogate Serviced Apartments reserves the right to charge the guest up to £50. This charge will be debited from the Debit or Credit Card provided at the time of booking which belongs to the person who booked the accommodation. All will be informed in writing.

### **Quiet Hours**

We ask for all guests to respect others around them and request that every day during your stay that the quiet hours policy from 9pm to 9am – Monday to Sunday.

### **Strictly No Smoking Policy – Additional cleaning charges.**

Harrogate Serviced Apartments operates a strict no smoking policy within all the apartments. Any additional cleaning required to remove smoke odour will be charged to the guest who made the booking as they are responsible for their members staying with them. This may result in a carpet and upholstery steam clean, additional cleaning to make sure the apartment is fresh and ready for the next guest. If this is not possible and in time to receive new guests and if they have to be moved to an alternative property, additional nights will be charged for loss of earnings and depending on how many nights it takes for the smoke to be removed. Costs will be deducted from the Debit or Credit Card provided at the time of booking.

### **Damages**

Guests will be liable to pay any amount required to repair or replace items or equipment that may be damaged or lost during their stay. This will be deducted from the Debit or Credit Card provided at the time of booking. The guest will be informed in writing.

### **Cleaning additional charges**

Harrogate Serviced Apartments expects the apartments to be left in the same condition 'as found', this as a minimum would include:

- **No Smoking, No Pets.**
- **All rubbish taken to designated areas and placed in the outdoor bins provided.**
- **All washing up cleared (including a clean oven)**
- **All unused food to be disposed of in the outside bins**
- **General tidy appearance of whole property**
- **An extra charge may occur should these instructions not be adhered to**
- **If any accidental damages are incurred the cost will be deducted from the credit/debit card taken at the time of booking.**
- **Thank you.**

If, at our discretion, we feel additional cleaning is required, the cost of this will be charged at £50 per hour with a minimum of one hour to be charged. This will be deducted from the Debit or Credit card provided at the time of booking. Guests will be informed in writing.

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**Booking procedure for periods of 3 months or less:**

To make a reservation of up to 29 nights, please book on line. The normal T&C's apply as stated above.

For 30 nights or longer and stays of up to 3 months. Please email [info@harrogateservicedapartments.co.uk](mailto:info@harrogateservicedapartments.co.uk) with your request or call 07860 142965, as the on line booking system only accepts a booking of up to 29 nights.

For 30 night stays or longer. We require an initial deposit of 25% of the total value at the time of the booking, and the balance payable in full 8 weeks prior to the arrival date. If the reservation is made within the 8 week arrival period, the full amount is payable at the time of the booking.

**Booking procedure 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 three months will be payable prior to commencement of the stay, as noted above.
- (b) Payment for the fourth and every consecutive month will be paid monthly in advance, one month in advance and on the previous month. For instance the fourth month is 1<sup>st</sup> May, payment would need to reach Harrogate Serviced Apartments bank account by 1<sup>st</sup> April being the previous month.

**Deposit Bond - Bookings for large groups**

Harrogate Serviced Apartments may at any time request an additional damage deposit bond of £500.00 prior to the guest arrival date.

Following the guests departure and upon inspection of the property and that the property is in the same condition it was originally found and that no damages have been incurred during the guests stay, the deposit bond of £500 will be refunded back on to the original credit or debit card paid with. Guests should notify Harrogate Serviced Apartments immediately, upon arrival, if there is any uncertainty to the condition of the property that they feel may be included in the above.

**Bookings from minors**

Bookings from children under the age of 18 years cannot be accepted and children under the age of 18 years cannot stay alone in any apartment.

**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.

BACS/Bill Payments, UK Debit Card, UK Credit Card, International Credit Cards, Amex - we can only accept these methods of payment and they need to be in pounds sterling (GBP). 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. There are no Credit Card transaction fees passed onto the Client (you) from 13<sup>th</sup> January 2017. A £10.00 administration

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booking fee is payable to cover the administration and processing of each booking. If two or more properties are booked each will be subject to a separate booking fee of £10.00.

### **Booking Amendments & Cancellations**

- (a) change of dates. This can only be done and provided in writing with a notice period of 2 months or more of the arrival date.
- (b) additional or reduction in number of guests (subject to apartment maximums)
- (c) change of Client name (being named guest making the 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.

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, unusable, double booked, technical issues in the back office gateway causing pricing issues, the Agent can at their sole discretion cancel or change the booking. They will use all reasonable endeavours to accommodate you in locating an alternative property, offer an alternative property, which is reasonably suitable for you. If a solution is not agreed by both parties, The Agent, Harrogate Serviced Apartments can at its sole discretion cancel the original booking.

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 within 60 days of your arrival date. We will endeavour to re-let the Apartment for the unwanted time. If we are successful in re-letting the Apartment we will not charge you for the period of the re-let dates, although we would charge the difference between the existing tariff you paid and the resold new tariff, if it had to be sold cheaper than what was originally paid. 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) and no refunds will be made.

### **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 and the change of booking guest provides us with their Credit Card details for security. A transfer of the booking to another party will incur a handling charge of £15. Please ensure that the

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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 any breakages and damages to items within the apartment and the apartment for you and on behalf of your members staying with you.

### **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 Travel insurance cover for your personal effects and general travel.

### **Arrival/Departure times**

Check in time is 2.30 pm Check out time is 10.30 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 are 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 expected. 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.

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**Pets**

Pets aren't accepted in any apartments – we are sorry as we need to consider guests allergies.

**Number of persons using the accommodation**

The number of persons using the accommodation shall not exceed the maximum number agreed, either daytime or evening and must be pre arranged with the Agent prior to the booking, because of fire regulations and insurance purposes. The Agent has the right to immediately terminate the agreement and ask the guests to leave.

**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 at £50 per hour.

**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 7 nights or more this may have to be done during a Clients stay. Harrogate Serviced Apartments will try and visit the same day the apartment is receiving the weekly Housekeeping clean.

Occasionally potential new customers request a viewing of an apartment for a future reservation, Harrogate Serviced Apartment will need access to do this and will always let you know in writing by email or telephone prior to arrival. Future guests will always be accompanied by a member of staff.

**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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