

Holiday Rental Accommodation

Booking Terms and Conditions

1. Role of the Agent

York In Style Ltd, registered number 11426600 (the “Agent/us/we/our”) is a letting agency acting on behalf of the property owner (the “Property Owner”). Your contract for the booking of the holiday rental is between you and the Property Owner and not between you and the Agent.

The contract for the letting of a holiday rental (the “Property”) for any period (the “Booking”) shall be between the Property Owner and the person whose name is stated as the customer either on our electronic web based Booking form or given by telephone at the time of the telephone Booking (referred to below as “you/your” and/or the “Customer”) (together, the “Parties”). The Agent acts as agent only but has the right to refuse any booking.

As all obligations will be with you as the Customer, if you have accepted these terms and conditions on behalf of other people, you are advised to inform all the members of your party as you will be responsible for any issues.

Whilst bookings may be made by you for use by another party, the contractual obligations and responsibilities remain between you and the Property Owner unless agreed otherwise in writing.

Pursuant to the Third Party (Rights Under Contract) Act 1999, the Agent shall have the full benefit of all of the provisions and protections contained in this contract. No other party who is not a party to this contract shall have any rights under it.

2. Property descriptions and facilities

All the Properties advertised by the Agent are privately owned and are let for self-catering holidays by the Agent on behalf of the Property Owners. Every care has been taken in preparing the description of each Property and they give the essential details of every Property. Whilst efforts are made to ensure that the pictures that accompany each Property description give as accurate an impression of the Property as possible, slight changes to Properties, and in particular to furnishings, may have occurred since details were placed on the websites. Neither the Agent nor the Property Owner can be held responsible if, on arrival, the Property does not meet the Customer’s expectations by reason of such changes and the right to amend the Property details due to an error, omission or refurbishment is reserved. Where information on the website refers to matters beyond the boundary of the Property (e.g. local facilities), their continued existence or accuracy of such details cannot be guaranteed.

The internet connection (where advertised) is available at no extra cost subject to technical availability.

The owner and Agent shall not be liable for any temporary defect or malfunction of any equipment, machinery or appliance in the property or grounds.

3. Making your booking

Your booking is made as a consumer for the purpose of a holiday and you acknowledge that no liability can be accepted for any business losses howsoever suffered or incurred by you.

Once the application to book and the initial deposit have been received and accepted by us, we will issue you a booking confirmation. The contract between you and the owner of the property will only be formed when we send you our booking confirmation and is subject to these terms and conditions. We reserve the right to refuse any booking prior to the issue of our booking confirmation. If we do this we will promptly refund any money you have paid to us.

You should carefully check the details of our booking confirmation and inform us immediately of any errors or omissions.

4. Paying for your booking

You are required to send to the Agent your payment for the balance of the rental at least 6 weeks prior to the arrival date as set out in the Agent's booking confirmation. If you fail to make a payment due in full and on time we may treat your booking as cancelled by you.

The Agent will hold the Security Deposit (if charged) to be applied against the reasonable cleaning and/or replacement of the property, furnishings, fixtures and fittings. The Agent will return the Security Deposit to you within 14 days (maximum) of the return of the keys, less any deductions in accordance with the conditions listed above.

5. If you cancel or amend your booking

If you need to cancel or amend your booking you must contact the Agent by email or telephone on the number shown on the written confirmation as soon as possible.

There is a £50 admin charge for amendments to booking dates if these are agreed.

A cancellation will not take effect until the Agent receives confirmation from you.

For bookings made directly with the Agent (www.yorkinstyle.co.uk) the following applies:

You will receive a 100% refund of the total rental if you cancel at least 2 days before arrival date. For example if the booking is for arrival on a Saturday the cancellation must take place by 23:59 on the preceding Wednesday to be eligible for the refund. No refunds will be made for cancellations made less than 2 days before the arrival day.

Any booking fee that was charged is non-refundable for every cancellation.

It is a condition of the Master Cancel insurance that we have purchased (that enables us to provide this very flexible cancellation policy for guests) that the refund payment for any

cancelled bookings will be released back to guests within 7 days of the original departure date.

All holidays booked as Self-Catering accommodation are deemed to be legally binding contracts. We strongly advise you to ensure you have adequate holiday/travel insurance in place to cover holiday cancellation costs. This should be purchased as soon as possible after the booking has been confirmed. **If you choose not to purchase travel insurance you accept responsibility for any loss that you may incur due to your cancellation.**

6a. If we cancel or amend your booking

We would not expect to have to make any changes to your booking, but sometimes problems may occur and we may have to make alterations or cancel bookings. This may be due to instances such as fire, flooding of the property, property damage, breakdown of major heating appliance, sale or withdrawal of the property by us for any reason.

If this does happen, we will contact you as soon as is reasonably practical and inform you of the cancellation or the change to your booking and, if it is necessary to cancel your booking, we will refund the balance of any money you have paid us. The Agent and Property Owner shall not be liable for any loss, expense inconvenience or otherwise, resulting in such unavailability and you will not have any claim against either party.

6b Force Majeure

York In Style Ltd and the owners of the property cannot accept any liability or pay any compensation where the performance or prompt performance of our contractual obligations is prevented or affected by circumstances amounting to Force Majeure.

Force Majeure is any event which we (York In Style Ltd/The Owner) could not avoid. Such events may include a pandemic, war or threat of war, civil strife, natural or nuclear disaster, industrial dispute, terrorism, adverse weather conditions, unforeseen local building or roadworks, unavoidable technical problems with transport, closure or congestion of airports, cancellations of schedule by scheduled airlines and all similar circumstances beyond our control.

We strongly advise you to ensure you have adequate holiday/travel insurance in place to cover holiday cancellation costs. This should be purchased as soon as possible after the booking has been confirmed.

7. Arrival at the holiday rental

You can arrive at your accommodation after 15:00 hours on the arrival date of your holiday and you must leave by 10:00 hours on the Departure Date.

If your arrival will be delayed, you must contact the person whose details are given on the booking confirmation so that alternative arrangements can be made. If you fail to do so you may not be able to gain access to the Property. If you fail to arrive by midday on the day after

the arrival date and you do not advise the contact of your anticipated late arrival we may treat the booking as having been cancelled by you.

8. Your obligations

You agree to comply with our regulations reasonably made and you will ensure that they are observed by all members of your party.

You agree to keep and leave the Property and the furnishings, kitchen equipment, crockery, glasses clean and in good condition.

You agree not to cause any damage to the walls, doors or windows or exterior of the Property nor to do anything that may be reasonably considered to cause a nuisance or annoyance to any other occupier of adjoining or neighbouring properties. You will be liable for any loss, costs, expenses or claims arising from any damage caused to the property and/or its contents by the deliberate, negligent or careless act of omission by you. If, as a result of such damage, the property or any of its contents need to be repaired or replaced, then you will be responsible for paying the reasonable cost for doing so. You must observe all security procedures advised to you by us or our appointed representatives especially in respect of any key security. We reserve the right to charge an extra cleaning charge if the property is left in an unacceptable condition.

You agree to take all necessary steps to safeguard your personal belongings including cars and money. No liability to you is accepted in respect of damage to or loss of such property, except where the damage or loss is caused by our proven negligence. You are strongly advised to arrange your own travel insurance (or check your household insurance) to ensure your belongings are covered.

We strongly suggest that you ensure that each member of your party is covered by comprehensive travel insurance (including cancellation, flight delays, loss and damage to baggage and other property) and health insurance (including evacuation and repatriation coverage) if relevant. If you choose not to then you accept responsibility for any loss that you may incur due to your cancellation.

You cannot allow more people to visit or stay in the Property than expressly authorised, nor can you change the makeup of the party during your stay in the Property, nor can you take any pet/animal/bird into the Property. If you do so, we can refuse to hand over the Property to you or can require you to leave it. We will treat any of these circumstances as a cancellation of the booking by you.

The Agent and the Property Owner or key holder have the right to enter the Property (without prior notice if this is not possible or practical) if special circumstances or emergencies arise including but not limited to if repairs or cleaning needs to be carried out or complaints (from you or third parties) have been received regarding your occupation of the Property.

Keys/fobs are your responsibility and any costs through loss, damage or loss of access to the Property as a result of keys not being returned to their original collection point shall be chargeable

Where there is evidence that these conditions have not been adhered to, the Agent and or Property Owner can refuse the Customer entry to the Property or make you leave the Property before the end of the Booking and you shall have no claim for compensation or reimbursement whatsoever and future Bookings may be refused.

Smoking anywhere in the property will result in immediate termination of occupancy and forfeiture of all payments.

The property shall be used solely for holiday purposes and you will not sub-let the property or any part of the property or any equipment from the property even if there is no charge.

You will not remove any equipment, furniture or fittings from the property. You agree that you have no right to remain in the property after the end of the period booked. All persons will vacate the property at the conclusion of the period booked.

You must take all normal precautions against causing any damage or danger to life when using electrical or heating appliances. Any safety equipment such as fire extinguishers, smoke alarms etc must not be interfered with other than for use in emergency situations. Any problems occurring with any equipment must be promptly reported to us or our appointed representative so that remedial action can be taken.

9. Complaints

Every effort has been made to ensure that you have an enjoyable and memorable holiday. If however, you have any cause for complaint it is important that remedial action is taken as soon as possible.

It is essential that you contact us if any problem arises so that it can be speedily resolved. It is often extremely difficult (and sometimes impossible) to resolve difficulties properly unless we are promptly notified. Discussion of any criticisms with us whilst you are in residence will usually enable shortcomings to be rectified straightaway. In particular complaints of a transient nature (for example, regarding preparation or heating of the Property) cannot possibly be investigated unless registered whilst you are in residence.

If there is a problem, in the first instance you should immediately contact the Agent. The Agent will do all it can to rectify the problem, if it is unable to do this and in its opinion the complaint is justifiable, the Agent will try to find a suitable solution. Any disputes arising out of the Booking will be between the Customer and the Property Owner. The Agent shall not be liable for any claims by the Customer or the Property Owner. The Agent and Property Owner regret that it is not possible to consider complaints once a Property has been vacated if they have not been reported and verified during the holiday.

10 . Our liability

Our maximum liability for losses you suffer as a result of us acting in breach of these terms and conditions is strictly limited to the cost of the rental paid. This does not include or limit in any way our liability for any matter for which it would be illegal for us to exclude or attempt to exclude.

The Agent carefully inspects all Properties but cannot accept responsibility for any changes made by the Property Owner since the inspection, or failure by the Property Owner to keep the Property dry, clean or in good repair.

Neither the Agent nor the Property Owner is liable for any unexpected or unusual circumstances which are outside their control, such as severe weather conditions, failure of public utilities, fire, flood, drought, acts of riot, etc which may lead to facilities offered becoming unavailable for all or part of the rental period.

To the extent permitted by law, neither the Agent nor the Property Owners shall be liable to the Customer or any member of the party for any injury, loss or damage to property or person however caused. The Customer should ensure that all personal possessions are removed on departure from the Property.

11.Law

This contract is governed by the law of England and Wales and all parties agree that any dispute, matter or other issue which arises between us will be dealt with by the Courts of England and Wales.

The Distance Selling Regulation and Package Holiday Legislation does not apply to the provision of "accommodation only" holidays which are not part of a package holiday and so no right to cancel by you exists once the booking has been confirmed by payment of any deposit/full amount. Our cancellation policy however will apply as stated above. You are therefore advised to make sure that the accommodation, travel dates, location etc are entirely suitable for your requirements. Inability to travel on the required dates for whatever reason do not in any way eliminate your liability to pay for the accommodation booked.

If any provision in this agreement is held to be invalid, unlawful or unenforceable it shall be severable from the remainder of this agreement which shall remain binding on the parties.

These terms and conditions apply to all Bookings whether made by telephone, post, internet or by any other means and where the context so admits or requires words denoting the singular include the plural and vice-versa and words denoting any gender include all genders.

We reserve the right to make reasonable amendments or additions to this contract without notice.

Nothing in these Booking Conditions affects your normal statutory rights.