



## BOOKING TERMS AND CONDITIONS FOR BETTY'S MINSTER VIEW APARTMENT

### CONTRACT

The Contract for a short-term holiday rental will be between the Owners of Betty's Minster View Apartment (referred to as "us" or "we") and the person making the booking (referred to as "you", "your" or "party leader") under the following booking conditions. UK law will govern the Contract. The contract of hire is not effective until we have received and processed the deposit. The contract will be subject to these booking conditions and must be complied with. The party leader must be at least 21 years of age at the time of booking and the booking form must list names, ages and contact details of your party. You are responsible for ensuring that all members of your booking party comply with the Terms of Use (as set out below), however, the Contract for the provision of accommodation is between us and you (as the person making the booking).

### PAYMENT

Bookings are confirmed on receipt of the booking form and receiving the deposit of 30% of the holiday cost. The balance of the rental will be due for payment six weeks before the start of your holiday. We will send you a reminder when the balance is due. The balance should be paid within three days of receipt of the reminder. We reserve the right to cancel a holiday where payment has not been made within a week of notification of the balance being due. If the booking is made within six weeks of the holiday start date, then payment will be due in full. Our payment processor is HolidayRentPayment who will securely retain your payment card details for automatic processing of your balance payment. For bookings made through third parties, the payment terms will be confirmed during the booking process. **Please note that bookings made via our online booking system are provisional until confirmed. A contract shall only arise when your booking is subsequently confirmed by email or post.**

### CANCELLATION

#### Cancellation by You

Cancellations must be immediately notified to us and confirmed in writing. Booking cancellations will be treated based on the reason for the cancellation, the length of time between cancellation and your holiday, and our ability to re-let the property, as follows:

**Government Restriction** – In the event of a government restriction that coincides with your holiday, where you are unable to travel, and we are prevented from opening, you will receive a full refund. In the event that the address given on the booking is put into Local/Regional Lockdown, rendering you unable to travel, and the period of restriction covers the period of your booking, you will receive a full refund. Please note that this applies only to the address given on the booking by the party leader and does not apply if an unidentified party member at a different address is unable to travel due to local lockdown.

**Your inability (or the inability of any, some or all of your intended occupants) or disinclination to travel to and stay at the Apartment for any reason** - This includes, but is not limited to, illness (including COVID-19), a requirement or recommendation to self-isolate or quarantine, a call to jury duty, incarceration, change in personal or work circumstances, family emergencies, travel delays, vehicle breakdown and delays with public transport. These remain at your risk and do not give rise to a right to cancel or to receive a refund unless we re-let the property, other than according to the refund policy below. You are strongly recommended to take out UK travel insurance to cover these eventualities. **If you choose not to take out UK travel insurance, then you accept responsibility for any loss that you may incur due to your cancellation.**

#### Travel Insurance

It is the responsibility of the party leader to acquire suitable travel insurance to cover their holiday, including Cancellation and Curtailment Protection Insurance. We strongly recommend that you take out suitable insurance which will cover you for possible cancellation of your UK holiday. There are several suitable options which include cover for COVID-19 related cancellation (see below), or you can look for suitable cover on comparison sites such as [www.gocompare.com](http://www.gocompare.com). We are not selling, promoting,

endorsing or recommending any particular product, and do not benefit financially or have any formal relationship with any of these providers.

<https://www.coverwise.co.uk/Travel-Insurance/corona-virus.aspx>

<https://www.allianz-assistance.co.uk/travel-insurance/Covid-19-travel-insurance.html>

<https://www.trailfinders.com/insurance#/step1>

## Refunds

A cancellation charge will be made based on the number of days notification of cancellation given by the person making the booking to us and whether the apartment is re-let for the period of the cancelled stay. We will apply the scale shown in the table below to determine the amount of the refund payable to you. If the apartment is not re-let, this will be a percentage of the total cost of the holiday. If the apartment is re-let, the amount refunded will be the rebooking value (which may be less than you paid). For the purposes of this condition, the total cost of the holiday shall include any extra items ordered by the Holidaymaker.

Part Cancellations – If any person(s) in your party needs to cancel, this will not affect the total cost of your booking. In addition, no refunds are payable in the event that you cut short your stay.

Refunds for cancellations more than 5 days out will be made within three working days of the date of cancellation, which must be in writing (by email). Refunds for cancellations made ≤5 days out will be made within three working days of the earlier of the rebooking date, or the start date of the holiday (as the refund amount will depend on the rebooking value). Please note that our payment processor may take up to 10 working days to process the refund.

<b>Time from Cancellation to Arrival</b>	<b>Apartment Not Rebooked We Refund to You</b>	<b>Apartment Rebooked We Refund to You</b>
> 5 days	Monies paid	Monies paid
0-5 days	10% of total cost	Rebooking value

## Cancellation by Us

If we have to cancel your booking for any reason, including a Force Majeure event, meaning any of the following circumstances which may hinder or prevent the performance by us of the Contract, you will be refunded in full.

- a) acts of God, flood, drought, earthquake or other natural disaster;
- b) epidemic or pandemic;
- c) terrorist attack, civil war, civil commotion or riots, war, threat of or preparation for war, armed conflict, imposition of sanctions, embargo, or breaking off of diplomatic relations;
- d) nuclear, chemical or biological contamination or sonic boom; (e) any law or any action taken by a government or public authority, including without limitation imposing a restriction, prohibition, or failing to grant a necessary licence or consent;
- f) collapse of buildings, fire, explosion or accident;
- g) any labour or trade dispute, strikes, industrial action or lockouts;
- h) non-performance by suppliers or contractors; and
- i) interruption or failure of utility service, and the period of closure covers you booking

## TERMS OF HIRE

You may access the apartment from 4.00 pm on the day of arrival (earlier arrivals are strictly by arrangement only). Please note that departure is by 10.00 am on your final day (again, later departures are strictly by arrangement only). We need this time to ensure that the apartment is ready for your arrival after the previous guests. Our intensive cleaning protocols ensure that our property is safe for all guests but takes a long time and, sadly, we don't have a magic wand to speed things up!

You must not use the apartment except for the purpose of a holiday during the holiday period and not for any other purpose or longer period. The agreement to stay in the property for the holiday period does not create the relationship of Landlord and Tenant between the parties. You shall not be entitled to a new tenancy, or to any assured shorthold or assured tenancy or any statutory protection under the Housing Act 1988 or other statutory security of tenure now or at the end of the Holiday Period.

You must not use the apartment or the site for any illegal, dangerous, offensive, noxious, noisy, immoral activities or behave in a way that may be a nuisance or annoyance to us or our neighbours. The apartment is in a residential building and we ask that guests respect residents. This will include keeping noise to a minimum after 10.00 pm and before 8.00 am.

Smoking is not permitted in the apartment but is allowed in the garden. Please ensure that cigarettes are disposed of in a responsible manner with all remnants removed from the garden. The use of candles or fireworks is not permitted in any circumstances.

You must ensure that the property is securely locked and windows closed when not occupied by you.

## **NUMBER OF GUESTS USING THE PROPERTY**

Under no circumstances can the maximum number of persons, six adults plus two children and one infant, occupy the property, unless by prior arrangement with us. We reserve the right to refuse admittance if this condition is not observed.

## **CARE OF THE PROPERTY**

You are responsible for the property and are expected to take all reasonable care of its furniture, pictures, fittings and effects in or on the property. You must leave them in the same state of repair and in the same clean and tidy condition at the end of the rental period as at the beginning.

On departure, you are requested to leave the accommodation in a clean and tidy condition. This includes placing rubbish in bin liners and putting in outside bins, removing and bagging bedlinen and ensuring ovens and barbeque are clean and free from grease.

## **PETS**

We are sorry but we are unable to accommodate any pets in the property.

## **DAMAGES & BREAKAGES**

You are legally bound to reimburse us for replacement, repair or extra cleaning costs on demand. A security deposit of £200, pre-authorized against your credit/debit card, is reserved in case of any damage to the property. This is released after your stay if there is no damage. If the house is not left in the condition in which it was found, beyond acceptable wear and tear, all or part of that deposit will be used to cover the cost of any damage or extra cleaning to the house and/or its contents (although we would not charge you for the odd glass or plate).

## **LIABILITY**

The owners of Betty's Minster View Apartment, their employees and representatives shall not be liable to you or your party for loss or damage to property howsoever arising unless demonstrably caused by our negligence or wilful misconduct or that of those for whom we are legally responsible. You must take all necessary steps to safeguard yourselves and your property.

## **Third Party Services**

If you wish to engage any third party to perform any service (including by way of example private catering, beauty therapy or childminding services) at the apartment you must obtain our written permission. Such permission should be requested in advance of your stay with details of the entity you intend to use to perform the service, the service to be performed and details of their public and employer's liability insurance. Consent will only be given where we and our insurers are happy that the appropriate risks have been covered. We will not accept liability for the services provided (or failure to provide such services) by any third-party supplier or business used by you in the course of your stay (regardless of whether they are recommended or referred by us). This will not apply where we have been negligent or dishonest in this regard.

## **RIGHT OF ENTRY**

We shall be allowed reasonable right of entry to the property at all reasonable times for purposes of inspection or to carry out any necessary repairs or maintenance.

## **COMPLAINTS**

Every effort is made to ensure that you have an enjoyable stay. However, if you have any problem or cause for complaint, it is essential that you contact us immediately to give us the chance to resolve it. This is easier to do before your leave! We value your custom and want you to return.

## PRIVACY POLICY

We are committed to ensuring the best standards of practice in all our activities. Visitors to our website can be assured that the protection of privacy and confidentiality are given the highest priority. All personal information is collected, held and used in strict compliance with the Data Protection Act 1998.

### Information Collected

We do not collect any personal information from visitors to our website other than information that is knowingly and voluntarily given. Anonymous information is collected, such as the number of visitors to the website in a given period or details of properties and dates selected for online bookings, but it is purely statistical and cannot be used to identify an individual user. Cookies are not used to collect any other information from visitors to the website.

### Use of Information

The information collected may be used to contact you with further details of our current activities or to send details of future initiatives or events. It may also be used for research purposes. You can inform us at any time if you no longer require such information to be sent. We treat any data collected during the course of making bookings or dealing with enquiries in strict confidence. Your data will never be sold. By accepting these terms and conditions you are indicating your consent to receiving these communications from us unless you let us know otherwise. If at any time you would like your details removed from this list all you need do is to click the unsubscribe link on any of the emails or contact us on [yorkholidayapartment@gmail.com](mailto:yorkholidayapartment@gmail.com) and we will arrange for you to be removed from the database.

### Third Party Disclosure

We will NEVER pass any personal information on to any third party without your consent.

### Data Security

We take appropriate measures to safeguard the information we hold from unauthorised access or improper use. Our database is stored in a secure, password protected location. Only users authorised by us have access to this data.

We use SuperControl to manage our online booking process. We have a written contract with SuperControl to ensure that they will process your data on our behalf in compliance with all applicable Data Protection Laws.

### Integrity of Data

We take all reasonable measures to ensure that the information we hold is accurate. In particular we use reliable collection methods and destroy or convert to an anonymous form, any out-of-date data. Individuals may request details of all personal information held by us so as to contest inaccurate or incomplete data, verify the information and have it corrected as appropriate.

### Children

Our website is not targeted at children but in any event personal information will not knowingly be collected from children under fourteen years without parental consent.

### Enforcement

Any queries relating to our collection or use of personal information should be addressed to [sharon@roseholidays.co.uk](mailto:sharon@roseholidays.co.uk)