

# **Terms & Conditions**

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The hiring contract shall be between the guest and the owner of the property for which the booking is made and subject to the following terms & conditions. Escape2York act as agent in booking your serviced accommodation. Your contract will be with your accommodation owner or other service provider.

In these Terms & Conditions, "you" and "your" means all persons named on the booking (including anyone who is added or substituted at a later date). "We" and "us" means Escape2York "Owner" refers to the owner of the property. Escape2York acts as booking agent and marketeer, working on behalf of the property owner.

## 1. Confirmation of Booking

No contract exists until 100% of the rent and a security deposit (if requested) has been paid and a subsequent booking confirmation has been received. Guests must be over 21 years of age.

In order to confirm your stay, a deposit of 25% of the total plus full payment of any extras (or full payment if booking within 28 days of arrival) must be paid at the time of booking.

The balance of the cost of your stay must be received by us not less than 28 days prior to arrival (or at the time of booking if this date has passed). This date will be shown on the booking confirmation. If you have not paid in full and on time we reserve the right to treat your booking as cancelled by you. In this case the cancellation charges set out in this document will be payable.

#### 2. Method of Payment

We are pleased to accept the following methods of payment:

- a. Bank Transfer: Pounds sterling
- b. Debit or Credit Card

Bank details are available on request if you intend to pay by bank transfer. This should reach our account net of all bank charges. Please ask your bank to show your name and the property you are booking on the statement. A copy of the transfer should also be sent to us.

Should payment not reach us within the required time we reserve the right to cancel any bookings made and any deposit paid will be forfeit.

## 3. Accommodation, Occupancy and Use

The booking shall be deemed for the purpose of the people whose names appear on the booking form. The number of people permitted to occupy each apartment is limited to the number of beds, a maximum of 2 people within one bedroom and 4 people within 2 bedrooms. If the number of people permitted to occupy an apartment is exceeded we reserve the right to make an additional charge. Booking shall not be accepted from parties of young people and the owners and Escape2York reserve the right to refuse or revoke any bookings from parties which may in their/our opinion be unsuitable for the property concerned.

The apartment is available for private residential use only, and cannot be used for trade, business or profession or for any illegal immoral or improper purpose.

## 4. Arrivals and Departures

Apartments are reserved from 3pm on the day of arrival to 10.30am on the day of departure. Late departures will be charged at 50% of a daily rate.

A meet and greet service is provided so details of arrival times will be requested prior to your arrival.

#### 5. Parking

The apartments each have a designated parking space, parking is not permitted anywhere within else within the development. Cars parked in designated parking spaces must display the parking permit provided at all times. The parking permit should be left in the apartment on your departure. Loss or failure to leave the permit will result in a £30 charge for a replacement.

#### 6. Booking Amendments

If you wish to alter your booking (e.g. change the dates of your stay or the accommodation requested), we will use all our efforts to comply with your request, however you will be obliged to pay any additional expenses that are incurred as a result (e.g. cancellation fees).

## 7. Duration of Stay

Guests who do not stay for the full period of their booking will be charged for the full duration, unless the accommodation can be re-let.

## 8. Cancellation

No refunds will be made for non-arrivals. Where cancellation is received more than 30 days prior to arrival the deposit will be refunded. Where cancellation is received more than 14 days prior to arrival, 50% of the accommodation charge will be refunded. Where cancellation is less than 14 days cancellation refunds of accommodation charges are made subject to the property being re-let. **A minimum of 1 weeks' notice is required once the property has been occupied**.

Depending on the reasons for your cancellation, you may be able to reclaim cancellation charges from your insurance company, if you have taken out travel insurance. We recommend that clients purchase adequate travel insurance.

#### 9. Charges

All charges are subject to the individual property conditions.

#### 10. Security Deposit

When a security deposit is paid, it is fully refundable after departure less any outstanding or additional charges and the cost of any damage incurred during your stay. The security deposit is held with Escape2York and the deposit will be returned within 10 days from the end date of the stay subject to any dispute. The monies will be refunded by BACS transfer (we reserve the right to charge for this service if the bank so requires).

#### 11. Rates

All rates quoted are based on the rates prevailing at the time that a booking is confirmed. Once a booking has been confirmed we will not change the rate quoted unless you change the booking. VAT is charged at the rate in force at the time of invoicing. Rates are subject to change without notice and may vary for currency exchange movements where applicable between UK and overseas locations.

#### 12. Liability and Damage.

Escape2York cannot be held responsible in any way for loss of or damage to, contents, furniture, fittings or any personal belongings at the property locations, including parked cars. Nor can we be held liable for the acts or defaults caused by third parties. You are advised to ensure your own insurance policies cover loss or damage to personal property during your stay. Guests are advised to take out adequate travel and personal insurance. All damages and breakages are the legal liability of you, the hirer and should be notified to Escape2York or the owner before the end of your stay. Normally minor damage or breakages will not be charged but in circumstances where extra cleaning is required or there has been breakage or damage beyond what is reasonably expected, Escape2York reserve the right to charge you for any additional costs incurred as a consequence and may, at their discretion refuse further bookings.

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Should you find on arrival any damage or non working items, they must be reported to Escape2York or the owner immediately so that matters can be rectified.

#### 13. Complaints

We do not expect and certainly do not want dissatisfied guests, but in the event that you are not entirely satisfied with the service offered, you should notify Escape2York in the first instance. If the problem cannot be resolved during your stay, you should contact Escape2York in writing.

#### 14. Pets & Smoking

No pets are permitted in the apartments or the development. Smoking is strictly prohibited in the development and on apartment balconies (including common areas, car park, cycle store, gardens or bin store). Smoking in a property will result in the damage deposit being withheld.

#### 15. Behaviour

You accept responsibility for any damage or loss caused by you or any member of your party. Full payment for any such damage or loss must be paid direct to us at the time. If you fail to do so, you will be responsible for meeting any legal costs we incur in full in recovering payment from you.

We expect all guests to have consideration for other people. If in our reasonable opinion you or any member of your party behaves in such a way as to cause or be likely to cause danger, upset or distress to any third party or damage to the property, we are entitled, without prior notice, to terminate the occupation of the person(s) concerned. In this situation, the person(s) concerned will be required to leave the accommodation. We will have no further responsibility toward such person(s). No refunds will be made and we will not pay any expenses or costs incurred as a result of the termination. Serious complaints regarding behaviour and specifically failure to agree to our noise policy below may result in part or full retention of your security deposit.

## 16. Noise

Guests are not to play any equipment or instrument for reproducing or making sound so as to be unreasonably audible in any of the other apartments. Your use of the

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property must not become a nuisance, cause damage or annoyance to the owners, or the occupiers of the neighbouring properties.

When arriving at or leaving the property (particularly in early morning and late evening) residents must be respectful of other residents and sensitive to their situation by avoiding loud conversations/shouting and preventing doors from slamming and closing loudly.

## 17. Litter

Guests are not allowed to throw or shake food or other articles or rubbish through the windows or French doors of the property. All rubbish must be placed in the bin store and segregated as required in the receptacles provided. Rubbish must not be allowed to build up or be stored in the apartment or any other part of the development except in the bin store.

#### 18. Services, Inventory & Linen

Escape2York cannot be held responsible for any failure or interruption of services to the apartment, including electricity and water or any damage, disruption or noise caused as a result of repair works being carried out in another part of the property. Where an inventory is provided, any discrepancies are to be reported to Escape2York within 24 hours of arrival otherwise it will be assumed that the inventory was correct. A linen change and cleaning service is carried out between each let. For any booking over 10 days a weekly clean and linen change will be organised (days will vary for each individual property).

#### 19. Restrictions

There are a number of restrictions at certain apartment locations. Full details are available on request.

#### 20. Mail

For security purposes we must advise all guests that use of the mail box is not permitted. Guests cannot register on the electoral roll with the City of York Council as the proprietor is the only one allowed to register. Escape2York as an agent does not hold a key to access any mail delivered.

Should guests be in breach of these terms and conditions Escape2York reserve the right to request that guests vacate their apartment within 24 hours.

## 21. Property Descriptions

Every effort has been made by Escape2York to ensure that the information and images on the website are accurate. However, information and images are subject to change without notice.

Please note that properties are individual and vary in style, size and layout, so furnishing is not uniformly standard. Please contact us for further information on individual properties.

For the reasons set out above, and due to the limitations in the manner and style in which we can reproduce images of our apartments in publicity material or on this website, we do not warrant that any such images accurately or completely describe any of our properties.

## 22. Data and Internet

Escape2York does not assume any responsibility for any damage to your computer, the data contained on it, or the security of any data transmitted over the Internet. It is the sole responsibility of guests to protect their computers from viruses, loss of data and/or unauthorised access.