

14 YORK STREET --- FURNISHED HOLIDAY LETTING

Terms and Conditions

1. General	<p>This document sets out the terms and conditions of the contract between you and Bath Lets. References in these terms and conditions to "we", "our" or "us" are references to Bath Lets. Bath Lets is a trading name of Hugh and Judith Champion, Middle Burnham Farm, Stoddens Lane, Burnham-on-Sea, Somerset, TA8 2DF. Reference to "the property" is a reference to 14 York Street, Bath BA1 1NG. References to "you" or "your" are references to the person making the booking, all persons accompanying the person making the booking and all members of the guest list advised to us. Reference to "written" or "in writing" shall mean communication by letter or email.</p> <p>These terms and conditions apply to all bookings to the exclusion of all other terms and conditions, including any terms and conditions that you may purport to apply. Your acceptance of these terms and conditions is acknowledged by making a booking or sending us a completed booking application form. Payment of a deposit or the whole booking charge also indicates acceptance of these terms and conditions.</p> <p>The property is Grade II listed and as such there are many features which cannot be altered. Some of them, such as the narrow staircase, may mean that the property is not suitable for persons with restricted sight or mobility. Please read the detailed Access Statement for the property, available on the website, to enable an informed decision to be made about suitability before requesting a booking.</p>
2. Confirmation	<p>A contract will come into effect between you and us when we issue a written confirmation of your booking. When you receive your confirmation, you must check the details carefully and if anything is not correct you should notify us immediately. We have the right to refuse any booking prior to the issue of written confirmation in which case we will tell you in writing and promptly refund any money you have paid us. All offers and bookings are subject to availability.</p>
3. Late Bookings	<p>Bookings will be accepted up to the day of arrival. No extra fees are charged for late bookings but entry to the property will not be permitted until the full cost of your booking has been paid.</p>
4. Prices	<p>All prices are quoted in UK Pounds Sterling. They are based on costs prevailing at the time of quotation and may be subject to change. However, once a booking has been confirmed by us we will not change the price quoted unless you change any of the details originally given to us.</p> <p>The charge made for a holiday let at the property is not subject to VAT.</p> <p>Telephone calls made using the telephone line at the property are charged for separately (usually by the use of the payphone provided).</p> <p>Any additional services requested are also charged for separately and must be paid for in advance.</p>
5. Security Deposit	<p>In addition to the booking charge, you may be required to pay a security deposit of £250 against any additional expenses you may incur and any damage to the apartment suffered during your stay.</p> <p>Your deposit, less any expenses you have incurred and the cost of any damage suffered, will be refunded to you following departure, once a full inventory of the apartment has taken place, the cost of any repairs or replacements or other expenses have been established, and if required, the telecommunication company has presented us with their account covering the period of your visit. Details of any deductions from your deposit will be provided.</p> <p>We may require credit card information in case expenses or damages exceed the security deposit. If it is necessary to charge your credit card in these circumstances, we will notify you prior to doing so.</p>
6. Payment	<p>(a) Subject to section 6(b) below, if you so wish, we will accept an initial payment of 50% of the total cost of your stay when you book your property. Payment can be made only by one of the methods outlined in Section 7 below.</p> <p>Upon receipt of the initial payment we will, providing the booking can be confirmed, send you written</p>

confirmation of your booking as soon as is reasonably possible, showing your booking details, the total cost of your stay, the initial amount paid and the balance that remains to be paid. The outstanding balance of the total cost is payable in full no later than 6 weeks before your arrival date at the property.

(b) If you book within 6 weeks of your arrival date your booking must be paid for in full at the time of booking in accordance within the terms and conditions set out in Section 7 'Methods of Payment'

(c) If any payment you make is not honoured for any reason whatsoever, we are entitled to recover any reasonable costs that we incur as a result up to a maximum of £25.

(d) If any payment due in relation to your booking is not paid by the appropriate date, we are entitled to assume that you wish to cancel your booking and you may be liable to pay the cancellation charges shown in the table in Section 8 depending on the date we reasonably treat your booking as cancelled. We normally send out a reminder to you before we cancel your booking in these circumstances.

7. Methods of Payment

7.1. Bank Transfers

Bank transfers are our preferred method of payment. Our bank details will be provided at the time of booking. Bank transfer payments, particularly from abroad, must be in sterling and reach our bank account net of all bank, transaction and currency conversion charges. Please advise us in writing as soon as any bank transfer is made. To make international bank transfers you will require our SWIFTCODE, BIC and IBAN details which we will supply on request.

7.2. Cheques

Cheques can only be used for payments when denominated in UK POUNDS STERLING. Cheque payments should be made payable to 'J E Champion' and sent to the address detailed in Section 1. Seven additional days should be allowed for your cheque to arrive, be presented and for the funds to clear in order to comply with the required payment dates set out in Section 6a. Cheque payments will not be accepted for bookings within 6 weeks of your arrival date unless agreed in advance. In those circumstances more direct payment methods, such as bank transfers, CHAPS payments etc should be used.

7.3. Cash

Exceptionally, we will accept payment in cash upon your arrival. We do not encourage this payment method but recognize that occasionally it may be the only suitable arrangement because of timescale or other unforeseen payment difficulties. In these circumstances, only cash in the form of UK sterling notes or equivalent Euro notes will be accepted as a valid payment. Please be aware that only at that point, namely the receipt of your cash payment, will your booking be accepted and confirmed in accordance with Section 6.

7.4. Banker's Drafts/Credit Cards

We do NOT accept bankers' drafts or credit cards as a payment method for the cost of your stay. Please use one of the other methods outlined above.

8. If you cancel your booking

If you have to, or wish to, cancel your booking you must notify us in writing as soon as possible by emailing Bath Lets at yorkstreetbath@yahoo.co.uk or by writing to Judith Champion at the address given in Section 1. When we have received a written notice of cancellation we will cancel the booking and make every reasonable effort to re-let the property. If we are able to re-let it for the whole of the period of your booking we will refund the money you have paid after deducting, where applicable, any amendment charges, bank charges and any costs reasonably incurred by us in connection with the re-letting.

If it is not possible to re-let the apartment for the full period booked then a "Cancellation Charge" will be payable, based on the number of days before your arrival date that we receive written notification of your cancellation ("Cancellation Notice"), as shown in the following table. This means that if you have paid the balance of your total cost and then wish to cancel, you may receive a refund of part of such cost. However, if you have not paid your total cost by the time of your cancellation, you may be required to make a further payment by way of cancellation charge. Similarly, any curtailment of your stay will also be treated as a cancellation of that part of your booking and cancellation charges will apply on the same basis.

Cancellation Notice	Cancellation Charge
More than 28 days	25 % of total fee due
28 - 15 days	50% of total fee due
14 - 8 days	75% of total fee due
7 - 0 days	100% of total fee due

	<p>We strongly recommend that you obtain appropriate and adequate travel and personal insurance cover (including for your personal belongings) because, depending on the reasons for your cancellation, you may be able to reclaim our cancellation charges from your insurance company.</p>
<p>9.</p>	<p>If you alter your booking If you wish to alter your booking once your written confirmation has been issued (e.g. change the dates of your stay), we will use our best efforts to comply with your request. However, if we are able to help, an administration fee of £25 may (at our discretion) be payable to us once any change has been made.</p> <p>Please note that a booking alteration may be treated as the cancellation of one booking and the making of another. In such cases cancellation charges may be incurred in accordance with Section 8 above which may be as much as the total cost of your booking. We will advise you if this is the case when the alteration is requested. You must then inform us as soon as reasonably possible whether you still wish to alter your booking. If you advise us that you do or you fail to contact us as soon as reasonably possible, your booking will be treated as having been cancelled by you and Section 8 will apply.</p>
<p>10.</p>	<p>If Bath Lets cancels your booking We do not expect to have to make any changes to your booking, but if this does happen, we will contact you as soon as is reasonably possible.</p> <p>If a significant change has to be made (and the change is not acceptable to you) or your booking has to be cancelled, we will, if possible and as soon as reasonably possible, offer you alternative accommodation of similar type and standard in a similar location for the same dates. In such circumstances, the advertised cost of the alternative apartment will be payable. Obviously, if the alternative property is advertised at a lower price, you will receive a refund (if you have already paid the balance of your total cost) of the price difference.</p> <p>If you do not wish to accept a significant change or any alternative accommodation or we cannot offer you suitable alternative accommodation, you will receive a full refund of all monies paid to us. You should tell us as soon as reasonably possible whether you wish to accept any change or alternative accommodation offered or, alternatively, whether you want a refund. In the unlikely event that you fail to tell us that you wish to accept any change or alternative accommodation we are entitled to assume you wish to cancel your booking and receive a full refund of all monies paid to us.</p>
<p>11.</p>	<p>Occupants Only persons notified to us prior to your arrival date and listed on our written confirmation of your booking may occupy the property. You may not re-let/sublet the property to any other third party without our prior written approval.</p> <p>The number of persons permitted to occupy the property is limited to the number listed on our confirmation of your booking. You must not allow this limit to be exceeded neither can you change during your occupation of the property, the composition of the occupants notified to us. If you do either of these things, we can refuse to hand over the property to you, or can repossess it. If we do so, this will be treated as a cancellation by you and Section 8 will apply. No refund of any monies you have paid in respect of your booking will be made and we will not have any liability to you as a result of this situation arising (including, for example, any costs or expenses you incur due to not being able to occupy the property, such as your incurring the cost of securing alternative accommodation). In this situation, we are not under any obligation to find any alternative accommodation for you.</p>
<p>12.</p>	<p>Checking in and out Unless otherwise agreed in writing or by email with us in advance, <u>check in time at the property is from 3pm on the start day</u> of your letting period.</p> <p>We are entitled at our sole and absolute discretion to refuse to hand over to you, or to repossess, the property (which includes the fixtures, fittings, furnishings and decorations) if we reasonably believe that any damage is likely to be caused, has been caused or is being caused by you or any occupants of the property. These circumstances will be treated as a cancellation by you and Section 8 will apply. No refund of any monies you have paid in respect of your booking will be made and we will have no liability to you as a result of this situation arising (including, for example, any costs or expenses you incur due to you not being able to occupy the property, such as you incurring the cost of securing alternative accommodation). In this situation, we are not under any obligation to find any alternative accommodation for you.</p>

	<p>On arrival you may be required to provide photographic proof of your identity (e.g. a passport or photo-card driving license) and proof of address. Copies may be taken of these for our records. Unless otherwise agreed in advance, <u>the property must be vacated by 11am on the due date of departure</u>. If there is any delay in vacating the property beyond the agreed time, a full day's rental may be charged to you for each additional day's (or part thereof) occupation.</p>
<p>13. Facilities and services</p>	<p>The property is furnished to a high standard and includes a kitchen equipped with appliances, cutlery, crockery, and kitchen utensils. A full inventory of furnishings, equipment and utensils will be in Guest Manual in the property. No items may be removed from the property.</p> <p>Unless otherwise specified, the price quoted includes heating, electricity, gas, water, internet connection, council taxes, television license and telephone line rental charges. The price also includes linen and towels which are changed once a week, unless otherwise agreed.</p> <p>The price does not include usage charges for phone calls made (paid for by you to use the in-house pay phone). Any extra facilities are provided solely at our discretion and will be subject to additional charges. We cannot be held responsible for any failure or interruption of services to the property, including gas, electricity, water, telephone or internet connection or any damage, disruption or noise caused as a result of repair works being carried out in the property or in any adjoining property.</p>
<p>14. Pets</p>	<p>Generally no pets, other than registered guide and hearing dogs belonging to those with visual and hearing impairments, are allowed in any of the properties unless otherwise agreed.</p>
<p>15. Smoking</p>	<p>We operate a NO SMOKING POLICY. Smoking is not permitted in the property under any circumstances. If, in our reasonable opinion, smoking has occurred in the property during your stay we reserve the right to charge you for additional cleaning costs, which may be substantial.</p>
<p>16. Damage</p>	<p>You are responsible for taking all reasonable care of the property and its contents during your stay.</p> <p>You and all other occupants agree to keep it (including all equipment, utensils, furniture, etc) clean and tidy and to leave it in a similar condition to that in which you found it upon your arrival. You and anyone who occupies the property with you, further agrees not to use it for any commercial purpose, including without limitation assigning or subletting it or otherwise allowing anyone to occupy it who has not previously been accepted by us.</p> <p>Except in the case of normal wear and tear, you are responsible for any damage to the property or its contents suffered during your stay which has occurred due to the negligence, willful default or irresponsible behaviour on your part or those occupying the property as your guests. Any damage must be reported to us immediately and certainly prior to your departure.</p> <p>You are responsible to us for the actual costs of any breakage or damage in or to the property, along with any additional costs that may result, which are caused by you and/or any guests, and if you were charged a security deposit and this does not cover the damage caused you will be invoiced for the remaining costs as detailed in Section 5.</p>
<p>17. Data Protection</p>	<p>For the purposes of the Data Protection Act 1998, we are the sole data controller of all personal data provided to us by customers and prospective customers. In order to process your booking we need to collect certain personal details from you, e.g. names and addresses of occupants, certain payment details and any special requirements, such as those relating to any disability or medical condition of any occupant. We may need to pass on your personal details to the companies and organisations, (such as your bank) which need to know them so that your holiday let can be provided or for verification of details relating to your holiday let or for any additional services that you requested.</p> <p>We also need to process and store your personal details for our own administration, market analysis and operational review. We will also store and use your personal details for future marketing purposes (for example, sending you brochures or details of promotions and offers which we feel may be of interest to you). All details that you give to us at any time will be kept, but only names, contact details and any booking preferences will be used for marketing purposes.</p> <p>Except where expressly permitted by the Data Protection Act 1998, we will only deal with the personal details you give to us in accordance with the above, unless you agree otherwise.</p>

18.	<p>Rights of Access</p> <p>We require that you allow us and/or any representative of ours (including tradesmen) access to the property at any reasonable time during your occupation (except in cases of emergency or where a problem needs remedying quickly and you cannot be contacted in time - in these situations we are entitled to enter the property at any time without giving you prior notice).</p>
19.	<p>Security of tenure</p> <p>As the property is used as serviced holiday letting accommodation it is exempt from security of tenure legislation. You acknowledge that you only have the right to occupy the property for the purposes of a holiday or other short term stay and that you are not using it as a dwelling house.</p>
20.	<p>Information</p> <p>We aim to ensure the accuracy of all the information in our website/third party websites featuring the property or in our brochures/publicity material.</p> <p>However, we cannot accept responsibility for any inaccurate, incomplete or misleading information about the property or its facilities and/or services, except in the case of our negligence. In addition, errors can occur or the information may have changed by the time you come to book. It is essential therefore that you check all details of your proposed booking (including the price) with us at the time of booking.</p> <p>There may be small differences between the actual property and our description of it, as we are always seeking to improve services and facilities. Occasionally, problems mean that some facilities or services become unavailable or subject to restriction. If this happens, we will tell you as soon as reasonably practical after we become aware of the situation.</p> <p>We cannot accept responsibility for any changes or closures to area amenities or attractions mentioned in the website/brochure, or advertised elsewhere.</p> <p>We will use our reasonable endeavours to notify you of any changes or inaccuracies in any information contained in any website/brochure/publicity material available to you as soon as reasonably practical after we become aware of the change or inaccuracy.</p>
21.	<p>Circumstance beyond our control</p> <p>Except where otherwise expressly stated in these conditions, we will not be liable for any changes, cancellations, effects on your stay, loss or damage suffered by you or for any failure by us to perform or properly perform any of our obligations to you which is due to any event(s) or circumstance(s) beyond our reasonable control.</p> <p>By way of example, such events or circumstances include fire, flood, exceptional weather conditions, epidemics, destruction of or damage to the property by any cause (other than our negligence) and all similar situations. In appropriate cases (for example where your booking has to be cancelled before departure) we will, however, refund to you all monies paid to us by you for your booking.</p> <p>No compensation, expenses, costs or other sums of any description (including without limitation the cost of securing alternative accommodation) will be payable by us in such circumstances.</p>
22.	<p>Liability</p> <p>Nothing in these conditions shall affect your statutory rights.</p> <p>We will have no liability for any death or personal injury unless it results from our negligence or that of our employees (providing they were at the time acting in the course of their employment). You must take all necessary steps to safeguard your personal property. No liability is accepted by us in respect of damage to, or loss of, such personal property except where the damage or loss is caused by our negligence or that of any of our employees (providing they were at the time acting in the course of their employment).</p> <p>In no circumstances shall we be liable to you, in contract, tort (including without limitation negligence) and/or breach of statutory duty, or otherwise, for any losses, costs, claims, damages or expenses including without limitation loss of profits, revenue or income (whether actual or potential), loss of business (whether actual or potential) or for any indirect or consequential (including economic) loss of any kind.</p> <p>Our total liability to you, howsoever arising, as a result of or in connection with your booking shall be limited to the total amount paid by you to us for such booking.</p>

23. Complaints

Every effort has been made to ensure that our property meets your expectations. If, however, you have any cause for complaint we are anxious that remedial action is taken as soon as possible. It is essential that you contact us immediately if any problem arises so that, where possible, it can be promptly resolved. It is often extremely difficult (and sometimes impossible) to resolve problems or difficulties properly unless we are notified promptly. 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 heating of the property) cannot possibly be investigated unless reported to us whilst you are in residence. If you remain unhappy with our response, then you must, within 14 days of the end of your stay, put your complaint in writing (requesting an acknowledgement from us if by email or sending by recorded delivery if by post).

This procedure is designed to ensure the speediest possible investigation and rectification of any complaints. Please help us to help you by following it. If you fail to do so, it may affect your entitlement to claim compensation where this would or may otherwise have been appropriate.

24. Law, Jurisdiction and General

These conditions and all matters arising in relation to your booking shall be interpreted, construed and enforced in all respects in accordance with English law and you and we each irrevocably agree to submit to the exclusive jurisdiction of the English Courts over any matter or claim arising from or in connection therewith. The place of performance shall be England.

If any provision of these conditions is held to be unlawful, void or unenforceable then that provision shall be deemed deleted and its deletion shall not affect the validity and enforceability of the remaining provisions.

Your booking is personal to you may not assign or transfer it in whole or in part.

These terms and conditions and the documents referred to in them, in particular the most recent written confirmation of your booking, set out the entire agreement between Bath Lets and you and supersede any previous agreements made between us relating to the booking of accommodation. By booking accommodation with us you are acknowledging that you have not relied on any representation, warranty, agreement or statement which is not set out in these terms and conditions and that you will not have any right or remedy arising out of any such representation, warranty, agreement or statement.

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