

## Jurisdiction

1. This Agreement is governed by English law and is subject to the exclusive jurisdiction of the courts of England and Wales.
2. The wording of this Agreement is required to abide by the UK regulations concerning distance contracts detailed in The Consumer Contracts (Information, Cancellation and Additional Payments) Regulations 2013. The information required to be provided to a consumer prior to their entering into a contract with a trader is provided below, in accordance with Schedule 2 to the Regulations.

## Definitions

3. In this Agreement, the following terms are defined as:

Owner	shall mean David and/or Margaret Howes, trading as 7 Aspire Holiday Apartment
Principal Guest	shall mean the person entering into the agreement with 7 Aspire Holiday Apartment
Occupant(s)	shall mean all other persons accompanying the Principal Guest
Visitor(s)	shall mean all non-resident persons invited into the property by the Principal Guest
Agent(s)	shall mean other persons appointed by the Owner to act on their behalf
Greeter	shall mean the person meeting the Principal Guest on the day of arrival; this may be the Owner or one of the housekeepers

## Privacy Policy/GDPR

4. The **Owner** is registered as the Data Protection Officer with the UK Information Commissioner's Office. All personal data, whether stored in hard copy or electronic form, will be protected from disclosure to unauthorised persons in accordance with current data protection standards.
5. In providing personal data, the **Principal Guest** consents for the data to be held by the **Owner** to establish the contractual status between them and agrees to the release of the data to those third-parties associated with the delivery of the service to be provided eg the housekeepers.
6. The **Principal Guest** consents for any comment or review provided or posted online to be reproduced in any advertising, subject to attribution being limited to first name(s) and geographical region only.

## Holiday Tenancy

7. This Agreement is made on the basis that the apartment is to be occupied by the **Principal Guest** and other **Occupants** for a holiday of a specified period. The **Principal Guest** must be over 18 years of age, and will have responsibility for the apartment and must have the authority to ensure that all **Occupants** and **Visitors** observe these booking conditions.
8. The provision of accommodation is made on the basis that the apartment is to be occupied by the **Principal Guest** and other **Occupants** for a holiday as described in the Housing Act 1988 (Schedule 1 paragraph 9), and the **Principal Guest** acknowledges that occupation of the property does not confer

on the **Principal Guest** or other **Occupants** any security of tenure within the terms of that Act.

9. There is a requirement for all UK accommodation providers to abide by the regulations detailed in the Immigration (Hotel Records) Order 1972. Accordingly, the **Principal Guest** must complete and submit the online Registration Form provided; failure to complete and submit the form will constitute cancellation of the booking by the **Principal Guest**, and will be subject to the cancellation clauses detailed below.

## Main Characteristics of the Service Provided

10. The **Owner** undertakes to provide a furnished holiday let; the total contracted remuneration includes the provision of accommodation and use of facilities as described, the provision, use and laundering of towels and bed linen, the supply of utilities (water, electricity, broadband/wi-fi), use of a parking permit for a single vehicle, and a cleaning service (end-of-stay, mid-stay, and/or weekly clean - appropriate to length of stay).

11. The **Owner** does not accept any responsibility or liability for acts or omissions of third parties, which may prevent or disrupt a booking. It may be possible that certain facilities or features may not be available on occasions due to circumstances beyond the **Owner's** control for which the **Owner** accepts no liability. In addition, no liability can be accepted by the **Owner** for any injury, loss or damage to the **Principal Guest**, any **Occupant** or any **Visitor** to the apartment arising out of or in connection with the use of the apartment.

12. The information and descriptions supplied, whether in writing, verbally or on any web site, are offered in good faith; the **Owner** uses his best endeavours to ensure accuracy, but whilst every care is taken to ensure that all information regarding the property is accurate, there may still be errors or omissions.

13. The **Owner** reserves the right to change or modify decoration or furnishings provided as necessary (including fixtures, fittings or equipment), though will endeavour to maintain the overall standard described. Accordingly, the **Principal Guest** will have no case for recompense if decoration, furnishings or equipment vary from that described between the time of booking and commencement of the let.

14. The **Owner** will not be liable for breakdown of any equipment, nor loss of service, nor for any accident, damage, loss, injury, expense or inconvenience whether to persons or property which the **Principal Guest** or other **Occupants** or **Visitors** may suffer, except where such breakdown or loss of service renders the apartment uninhabitable (eg no electrical or water supply, failure of the boiler resulting in loss of heating/hot water). The **Owner** will make every endeavour to repair or replace equipment that fails during the period of let but cannot guarantee this can be achieved.

## Period of Let and Access to the Property

15. The booking is made on the understanding that the apartment is available on the dates agreed.

16. The period of let shall be from 2pm on the day of arrival and the apartment must be vacated by 10am on the day of departure. Requests for a variation to the stipulated earliest arrival or latest departure times must be made to the **Owner** at least 7 days prior to occupation. The ability to vary timings cannot be guaranteed and are subject to the arrival of subsequent guests and the **Greeter's** availability.

17. It is the responsibility of the **Principal Guest** to advise their estimated time of arrival at the apartment not less than 7 days prior to arrival. Arrival at the apartment must be no later than 11pm; failure to arrive by 11pm will constitute a 'no show' and will be subject to the cancellation clauses shown below.

### Contact Details

18. The **Owner's** contact details are:

Trading Name:	7 Aspire Holiday Apartment
Trading Address:	145 Leetham House, Palmer Street, York, YO1 7PD
Telephone:	+44 1904 613924 / +44 7905 414810
Email:	david.howes@7aspireholidayapartment.com

### Total Price of Services

19. As detailed in the accompanying invoice or third-party web site payment request.

20. Where an invoice is issued to guests directly, it will comprise a combination of nightly rental fees and a per-stay service charge (the Rental Total), a security deposit and, where appropriate, additional charges as detailed below.

21. Bookings made via third party web sites/agencies may include a booking fee or service charge applied by those web sites/agents concerned; details of such charges will be included in the total payment request but may not be individually itemised in the payment request issued by those web sites/agents.

22. In accordance with the EU Payment Services Directive (PSDII), there is no surcharge for payments made by credit/debit card.

### Additional Charges and Costs

23. In the event of any refund due to the **Principal Guest**, any incurred costs of financial transfer (eg international bank transfer fees, card processing fees or chargeback fees, etc) will be deducted from any refund.

24. Deductions may be taken from the security deposit as necessary (see paragraphs 35-47 for details).

### Arrangements for Payments

#### 25. Payments Direct to Owner

For lets due to commence within 6 weeks:

Full payment of Rental Total and Security Deposit paid by the due date shown on the invoice.

For lets due to commence in more than 6 weeks:

Deposit Payment of 20% of the Rental Total paid by the due date shown on the invoice.

Balance Payment of Rental Total and Security Deposit not less than 5 weeks prior to the commencement of let.

Failure by the **Principal Guest** to pay any invoice by the due date will constitute cancellation of the contract by default.

#### 26. Payments to Third Party Web Sites/Agencies

Payments not made directly to the **Owner** will be collected by the third-party web site/agencies according to the schedules determined by their own guest payment policies; monies collected will be held and only forwarded to the **Owner** in accordance with their transfer policies. Failure to complete payments in accordance with the schedule determined by the third-party web site/agency may lead to the automatic cancellation of the booking.

### Complaints

27. Any issues or complaints about the state of the property or facilities must be brought to the attention of the **Greeter** during the arrival process.

28. Any other complaints must be notified to the **Owner** as soon as possible by telephone, and thereafter confirmed in writing (letter or email) as soon as possible, but not more than 48 hours following departure.

29. The **Principal Guest** must give the **Owner** reasonable opportunity to rectify any shortcoming(s) in the property or facilities before seeking redress.

### Cancellation

30. The consumer right to cancel a contract entered into online within a 14-day period for a full refund, does not apply; this agreement is for the supply of accommodation for a specific period, and is therefore exempt from the requirement to provide a 'cooling off' period.

31. If the contract is cancelled by the **Principal Guest** prior to occupation, the following will apply:

Any booking fee or service charge paid to third party web sites/agents will be forfeit.
A £50 administrative charge will be deducted from any rental payment already made.
Any Security Deposit or Service Charge already paid will be returned in full.
The balance of any payments made will be forfeit unless the property can be re-let.
Where the property can be re-let in part or for the whole period, a refund of any rental fees obtained from the new guests will be made, less the value of the administrative charge.

32. If the let is terminated by the **Principal Guest** following occupation, there will be no refund of any rental fees paid for any unexpended portion of the let.

33. If the contract is cancelled by the **Owner** prior to occupation for any reason beyond the control of the **Owner** (eg damage caused by fire, storm, flood, previous occupants, etc) and the apartment is not available for the period booked, then all monies paid by the **Principal Guest** shall be returned in full. In circumstances where the apartment becomes uninhabitable after occupation, the **Owner's** liability will be limited to the unexpended portion of the rental fees remaining. The **Owner** shall not be liable for any loss, expense or inconvenience or otherwise resulting in such unavailability and the **Principal Guest** shall have no claim against the **Owner**.

34. The **Owner** reserves the right to terminate the tenancy following occupation if there is a breach of any of the Guest Obligations (see below); in such circumstances all fees paid will be forfeit.

### Security Deposit/Guest Obligations

35. The **Principal Guest** agrees to provide a security deposit, which may be retained, in whole or in part, to meet the cost of breakages, other damage, missing equipment or other fittings or facilities, extra cleaning in the event that the property is not left in accordance with the requirements detailed in the Departure notes contained in the guest information folder in the property, financial costs associated with refunds, or extra charges for non-compliance with the obligations detailed below.

36. The method of collection and return of the security deposit will vary depending on the booking channel used, as follows:

Airbnb	A credit card charge may be made following departure, subject to completion of Airbnb's mediation process.
HomeAway	A GBP200 payment will be held by HomeAway; it will be returned 7 days following departure.
TripAdvisor	A GBP200 payment will be held by TripAdvisor; it will be returned 10 days following departure.
TravelMob	No security deposits are taken by TravelMob; a payment will be taken by the Owner prior to arrival.
Direct Bookings	A GBP200 credit/debit card payment will be held by the Owner.

37. The **Owner** may choose not to take a security deposit from returning guests; however, the **Principal Guest** remains liable for any charges that might otherwise be deducted from a security deposit.

38. The **Principal Guest** accepts that only those **Occupants** named on the Registration Form may reside in the apartment; the apartment may not be occupied by more than 4 persons, except for infants sleeping in travel cots, as agreed at the time of reservation. The **Principal Guest** must remain resident during the period of let.

39. The **Principal Guest** and all **Occupants** are required to maintain the apartment and its contents in a clean and tidy condition, and on departure, leave said as advised by the Departure Notes contained in the Guest Information Folder; failure to do so may result in an extra cleaning charge being levied.

40. The **Principal Guest** shall be liable for any loss, costs, expenses or claims arising from any damage caused to the apartment and/or its contents, or to the common areas of the Aspire Building, by the deliberate or negligent act or omission of themselves or any Occupant or Visitor.

41. The **Principal Guest** accepts there are strictly no pets allowed in the apartment. The Principle Guest is reminded of the UK legislation banning smoking from holiday rental properties and that common parts of flats and communal accommodation must be smoke-free. Accordingly, if **Occupants** or **Visitors** admit a pet into the apartment or smoke anywhere in the Aspire Building, a £50 extra charge will be deducted from the security deposit, in addition to any extra cleaning charges applied.

42. The **Principal Guest** shall not (nor permit other **Occupants** or **Visitors** to) cause nuisance or annoyance to other building users or any neighbours. They are required to keep the noise to a reasonable level, particularly between the hours of 10pm and 11am.

43. The **Principal Guest** must ensure that all keys are left behind on the day of departure. Failure to do so will incur a charge for replacements.

44. The **Principal Guest** must ensure the parking permit is left behind on the day of departure; the **Principal Guest** will be liable for all parking fees incurred by subsequent guests until the permit is returned or replaced, and for the full replacement cost if the permit is not returned (up to £1125).

45. The **Principal Guest** shall allow the **Owner**, or his **Agents**, access to the apartment for all reasonable purposes.

46. If, because of actions or omissions by the **Principal Guest** or other **Occupants**, the **Owner** is unable to meet his obligations with respect to subsequent guests, he reserves the right to recover other consequential losses from the **Principal Guest**.

47. Where the **Owner** holds the security deposit (see paragraph 36), it will be refunded within 7 days of the end of the let (without interest) after deduction of such sums that may be due to the **Owner** from the **Principal Guest**.