

## **Harrogate Lifestyle Apartments Terms & Conditions.**

These conditions govern all bookings made with Harrogate Lifestyle Apartments Limited (referred to as "HLA" in this document) registered in England under number 07411467 whose registered office is at 37 Gill Bank Road, Ilkley, LS29 0AU. You accept these conditions yourself and on behalf of all members of your party whether you are booking as a guest or on behalf of others. In addition by visiting or using our website you agree to comply with the Site Terms.

### **Interpretation**

**1. Definitions:** In these conditions the following definitions apply:

HLA/us/we/our: Harrogate Lifestyle Apartments Limited.

The Booker/you/your/guest: The person using services provided by HLA.

The Group/Group Bookings: A booking of two or more apartments in the same property or a number of properties made as one booking.

Booking Conditions: The payment and cancellations terms applicable when booking HLA properties.

Offline: A booking/enquiry made with HLA, via telephone or via email.

Online: A booking/enquiry made with HLA via [www.harrogatelifestyleapartments.com](http://www.harrogatelifestyleapartments.com)

Property: The physical building being provided for your accommodation.

Apartment: To the specific apartment provided within our property for your accommodation.

Visitors: People visiting the person/people staying in apartments provided by HLA.

### **2. Your Booking**

1. Any booking, made offline, will only come into existence when payment has been made in full and your confirmation has been dispatched by us. Upon completing your booking, and receiving your confirmation you enter into a contract with HLA on our stated terms and conditions.

If you make an instant online booking, you will be taken to a confirmation screen with a summary of your booking, including your booking reference number and the booking conditions made up of the apartment's payment terms and cancellation policy. Shortly after making your booking, you will also receive a full confirmation email re-iterating this.

2. Restrictions may apply at certain times of the year such as minimum night stays and age restrictions; you will be advised of these at the time of booking where applicable. We reserve the right to refuse any booking at any time.

3. The lead guest's name, email and contact mobile number are required at the time of booking.

4. As soon as your booking confirmation and arrival instructions email are received, please check the details carefully. If anything is not correct you should tell us immediately. However, we regret we cannot accept any liability if we are not notified of any inaccuracy in the documentation. If there is an error in the confirmation or arrival instruction email, we reserve the right to correct it as soon as we become aware of it and will do so within 48hrs of issue.

5. The number of guests staying in any apartment must not exceed the maximum stated on our website. For example, a 1 bedroom apartment should not exceed two adults.

## **2.2 Special Requests**

We will endeavour to do everything we can to help guests with special requirements. Please ensure we are made aware in writing of any special requirements at the time of booking so we can help you select the most suitable apartment for your needs. Although we will endeavour to meet any reasonable requests, no guarantees can be given that any request will be met. Conditional bookings cannot be accepted i.e. any booking which is specified to be conditional on the fulfilment of a particular request.

## **2.3 Group Bookings**

Special conditions may apply and these will be advised at the time of booking. Cancellation charges and notice periods may differ to those in clause 4 and will be advised at the time of request.

## **2.4 Payment**

Payment in full is required at the time of booking unless otherwise agreed with HLA. If payment does not reach us at the required time we reserve the right to suspend or cancel any booking made.

Payment should be made in Pounds Sterling using a Credit or Debit card. Credit card details must match the security checks. Should we not receive a security match when taking payment then we reserve the right to request additional information to confirm the identity of the card holder. When agreed at the time of booking, bank transfers may be accepted and bank details are available on request. Any bank charges (if being paid from a bank outside the UK) must be paid by the person making the booking.

For bookings of more than one apartment, a Security Deposit to cover "additional charges" may be required. The Harrogate Lifestyle Reservations Team and the lead booker will agree an amount and a date this may be payable depending on the number of apartments booked and the length of stay. Any Security Deposit will be returned in full within 48 hours of departure subject to no additional charges being deducted.

## **2.5 Payment of Additional Charges**

Valid credit/debit card details (valid for the term of the stay with HLA) must be supplied at the time of booking to cover any "additional charges" (see clause 12). These charges will be deducted from a debit/credit card supplied. A written statement of the "additional charges" will be sent to you. In the event that payment under a debit/credit card is declined, or no card details are provided, we reserve the right to invoice the booker or guest direct for these charges.

### 3. Pricing

The rates we advertise are to the best of our knowledge correct at the date of publication but we reserve the right to change any rates from time to time. Prior to the booking being confirmed, rates quoted are based on the rates prevailing at the time but are subject to change. Once a booking has been confirmed we will not change the rate quoted unless you amend the booking or our cost of supplying the accommodation changes as a result of tax changes. VAT is charged at the rate in force at the time of booking.

Prices are quoted in Pounds Sterling, per apartment per night.

Once the reservation has been confirmed, the rate is non-amendable in the event that a lesser rate is available.

For all confirmed reservations, in the event an incorrect rate has been identified due to human or technical error, HLA reserves the right to alter your reservation and/or rate.

Promotions and special offers are only available for guests who book through our website or direct via phone. They do not apply to reservations that are booked through a third party agent.

### 4. Cancellations

#### 4.1 For Direct Bookings by phone/email/ online through the Harrogate Lifestyle Apartments website.

**Standard Rates:** A 30% deposit is all that is taken to reserve the apartment. The balance will be taken within 30 days of your arrival date. However if your reservation is for a stay within 30 days of the arrival date, the full payment will be taken at the time of making this reservation.

If cancelled 30 days or more prior to the arrival date, then 30% of the booking will be charged.

If cancelled within 30 days of arrival or in case of a no-show, the total price of the reservation will be charged.

**Non refundable Special Rates:** You pay for your reservation in full today but you pay less per night in total for your stay. Minimum stays may apply for Special Rates to become available.

If cancelled or in case of a no-show, the total price of the reservation will be charged.

**Free Cancellation Rates:** You pay for your reservation in full today but you pay more per night in total for your stay so you can cancel your booking up to 30 days prior to your arrival without charge. Minimum stays may apply for Free Cancellation Rates to become available.

If cancelled 30 days or more before the date of arrival, then you will be refunded in full.

If cancelled within 30 days before the date of arrival or in case of a no-show, the total price of the reservation will be charged.

*(The above payment and cancellation policy applies to bookings made from 12/03/18 onward. For bookings made before 12/03/18 please revert to your confirmation email for the payment and cancellation policy agreed at the time of reservation.)*

**Bookings made through any other website / travel agent will vary but you will always receive the best rates when you book directly with us.**

#### 4.2 Booking via an On-Line search engine (for example Booking.com).

Full payment is taken at the time of booking.

The Cancellation Policy will be stated on the third party site and this will apply to your booking. This may differ to the HLA policy when booking direct.

### **5. Changes to a booking.**

All requests for changes or extensions to a booking must be made in writing or you will be liable to pay us the full amount of the booking.

Changes; If you wish to change any detail of your confirmed booking we will do our best to make the change subject to availability and any applicable restrictions. Should you wish to change the dates of your stay then this will be treated as a cancellation and the cancellation policy will apply (see clause 4).

Extensions; Should you wish to extend your stay please give us as much notice as possible in order to facilitate your request. All extensions are subject to availability and rate change.

Where notice to extend a stay has been given, we reserve the right to take all additional payments and charges from any credit/debit card used to make the original booking.

HLA reserves the right to treat an early departure or reduction in the number of nights or apartments booked as a cancellation and apartments may be re-let and cancellation charges will apply. Non-arrivals will be treated as a cancellation and you will not be entitled to any refunds.

### **6. Insurance**

We are not responsible for the theft and/or damage of your personal belongings during your stay in any apartment booked. Therefore you are advised to ensure you have appropriate insurances in place. In addition you are advised to ensure you have appropriate travel insurance to cover cancellation and medical expenses.

### **7. Website**

Reasonable care has been taken to ensure that the content of our website (and/or other means of promotion or advertising) is correct but it is subject to amendment at any time without notice. All content on our website (and/or other means of promotion or advertising) is published in good faith. Given the above factors, we do not warrant that any of the content on our website (and/or other means of promotion or advertising) accurately or completely describes any of the apartments.

Our website (and/or other means of promotion or advertising) will only have a general representation of the accommodation shown. Actual apartment size, design, fixtures, furnishings and facilities may vary.

### **8. Liability**

1. We are responsible for our apartments, subject to the following conditions.
2. All warranties, conditions and other terms implied by statute or common law or otherwise are, to the fullest extent permitted by law, excluded from any contract with us and these conditions shall apply in their place. However, nothing in these terms and conditions will affect your statutory rights if you are a consumer. Nothing in these terms and conditions limits or excludes our liability for death or personal injury resulting from negligence; or for any damage or liability incurred by you as a result of fraud or fraudulent misrepresentation by us, or any liability that cannot by law be excluded.
3. Subject to the limitations set out in these terms and conditions and to the extent permitted by law, we shall only be liable for direct damages actually suffered, paid or incurred by you due to an

attributable shortcoming of our obligations in respect to our services, up to an aggregate amount of the aggregate cost of your reservation as set out in the confirmation email (whether for one event or series of connected events).

4. However and to the extent permitted by law, neither we nor any of our directors, employees, representatives, agents or others involved in creating, sponsoring, promoting, or otherwise making available the site and its contents shall be liable for (i) any punitive, special, indirect or consequential loss or damages, any loss of production, loss of profit, loss of revenue, loss of contract, loss of or damage to goodwill or reputation, loss of claim, (ii) any inaccuracy relating to the (descriptive) information (including rates, availability and ratings) of the accommodation as made available on our website, (iii) the services rendered or the products offered by the supplier or other business partners, (iv) any (direct, indirect, consequential or punitive) damages, losses or costs suffered, incurred or paid by you, pursuant to, arising out of or in connection with the use, inability to use or delay of our website, or (v) any (personal) injury, death, property damage, or other (direct, indirect, special, consequential or punitive) damages, losses or costs suffered, incurred or paid by you, whether due to (legal) acts, errors, breaches, (gross) negligence, wilful misconduct, omissions, non-performance, misrepresentations, tort or strict liability by or (wholly or partly) attributable to the accommodation or any of our other business partners (including any of their employees, directors, officers, agents, representatives or affiliated companies) whose products or service are (directly or indirectly) made available, offered or promoted on or through the website, including any (partial) cancellation, overbooking, strike, force majeure or any other event beyond our control.

5. If you are booking for, as or on behalf of a business or business employee, that business shall indemnify us against all liabilities, costs, expenses, damages and losses (including any direct or indirect consequential losses, loss of profit, loss of reputation and all interest, penalties and legal and other reasonable professional costs and expenses) suffered or incurred by us arising out of or in connection with your, or your business's, breach or negligent performance or non-performance of these terms and conditions. If you are booking for, as, or on behalf of a business or business employee, our total liability in contract, tort (including negligence or breach of statutory duty), misrepresentation, restitution or otherwise arising in connection with the performance or contemplated performance of your booking shall be limited to the fees paid to us under your booking.

### **9.1 Your Accommodation**

All apartments are occupied as serviced apartments and are only to be used as temporary or holiday accommodation for you, or your organisation. They are not for use as the principal, additional home or residence of guests; you will not be entitled to a tenancy or an assured shorthold or assured tenancy. No relationship of landlord and tenant is created and no statutory security of tenure exists now or when the period of occupation ends. If you or any member of your party fails to vacate at the end of the period you will be charged the appropriate accommodation charges for the continued period of occupation. No persons other than the guests have the right to use the apartment.

These conditions constitute an excluded agreement under S(3A)(7)(a) of the Protection from Eviction Act 1977 (as amended) and cannot be construed as an assured tenancy under the Housing Act 1988 (as amended). We cannot guarantee an exact apartment number prior to arrival. The maximum guests in an apartment is determined by the number of beds in the apartment. If the maximum number is exceeded then we may refuse access to the accommodation and/or reserve the right to charge for additional apartments. The maximum occupancy per apartment is stated on our website.

### **9.2 Arriving and Departing**

The specific arrival and departure policy should be requested at the time of booking and will be stated on the confirmation email.

### **9.3 Access to Your Apartment**

Key collection details will be provided to you by email approximately 7 days prior to arrival. Our properties do not have a 24hr reception desk and so you will be given a code to enter the building and details of key collection once your booking is confirmed. It is essential that you have this information with you on arrival and, where notified, contact us in advance (by email is acceptable) to confirm the arrival procedure. Failure to bring these instructions with you on the day of your arrival may prevent access to your apartment. Our Access Statement is on our website.

### **9.4 Departure**

The procedure for departure is included in your arrival instructions sent by email. This will explain the latest departure time, together with instructions on how to return the key to the Lock Box.

## **10 Facilities and Services**

1. **Cleaning:** For stays longer than 1 week, your apartment will be cleaned weekly. The day your cleaning is scheduled will be advised during your stay. If for any reason this is not convenient you should contact us by email or phone 48hrs in advance of the clean to arrange an alternative time. Weekly housekeeping includes linen/towel change and general light cleaning.
2. **Maintenance:** Routine maintenance is carried out regularly by our Management Team. Occasionally we may need access to your apartment to carry out essential maintenance. We will normally give you 24hours notice except in the event of an emergency when we require immediate access.
3. **Internet Access:** This is offered free of charge in all our apartments. Information about Internet access will be provided at time of booking and also in our Welcome File provided in the each apartment. Access is subject to the HLA acceptable use policy, which is in the interest of fairness and to ensure the best service for all guests. Reception is available during office hours to assist guests connecting to the Internet, but if in HLA's opinion the fault is deemed to be with the guest's equipment, no support can be provided. Guests must not interfere, move or disconnect any equipment relating to the provision of the Internet access and must not use the connection for any illegal or immoral purpose (including but not limited to file sharing) and HLA reserve the right to pass on any record to the authorities should HLA be made aware of any such use. HLA reserves the right to disconnect a guest at any time without notice if, in HLA's opinion they breach any of these terms and conditions (including exceeding the download limit).
4. **Security:** Guests will be provided with a code to access the property and a key to access the apartment. Additional sets of keys can be provided on request. It is your responsibility to ensure you are in possession of these at all times and that keys are returned to the Key Lock Boxes at the end of your stay. An additional charge will be made for replacements and if we are required to provide access due to lost or forgotten keys.
5. **Interruption to services:** We will make every effort to ensure that guests enjoy a peaceful stay, however, we cannot guarantee or be held responsible for any failure or interruption of services to

the apartment or the building, including electricity, water or any damage to broadband/ internet and other communications, including disruption or noise caused as a result of repair works being carried out within close proximity of our property. Where we are made aware of such failure or interruption, we will endeavour to rectify such services within a reasonable period of time at our apartments.

6. Guest Services: Our guest services team is available to ensure your stay is as comfortable and enjoyable as possible. Contact details and working hours are made available in the arrival instructions sent out by email.

7. HLA is located centrally within Harrogate, therefore any noise relating to the location is not within our control. We cannot be held responsible, such as but not limited to any disturbances not on our property.

## **11 Guest Responsibility**

1. Guests are expected to comply with any regulations stated below for use of the apartment. The key points are included in the arrival instructions sent out by email and also in the Welcome File in the apartments. If any guest breaches any of these conditions or the regulations, we reserve the right to request a guest vacate their apartment immediately without refund.

2. Smoking: Smoking is not permitted in any apartment or apartment building. Additional charges may include compensation for loss of revenue.

3. Keys must be returned to the Lock Box by the time stated on your arrival instructions sent out by email before you arrive.

4. We operate a strict no party policy.

4. Pets: Pets are not allowed in any apartment or the apartment building.

5. Nuisance: Guests are required to behave in a responsible manner, respect the apartment and their fellow guests and keep noise to a minimum. This includes causing any sort of nuisance or disruption to fellow guests or using threatening or abusive behaviour towards a member of staff on the phone, in writing or in person. Guests are not permitted to use the apartment for any illegal or immoral purposes. An additional charge will be made if the Management Team is called out in response to a nuisance complaint.

6. Age Restrictions: In order to ensure our guests enjoy a stay free from disturbance, non-corporate bookings may not be accepted from any paying guests under the age of 21. We require that there is at least one person aged 21 or over staying at the apartments for each booking. Proof of identification and date of birth may be requested on arrival and if not presented on request, we reserve the right to cancel the booking.

7. Visitors: Guests are responsible for their visitors. Non-residents will not be allowed access to the apartments after 10.30pm.

8. **Damage:** Guests are required to keep the apartment, furniture, fittings and effects in the same condition as on arrival. Inventories and condition reports can be provided at the start and end of the stay, if required, at an additional cost. You are required to notify us of any damage, loss or broken items or matters requiring general maintenance. Any damage to the apartment will be charged in full. In the event that these are discovered after departure we will notify you or the booker within 48hrs of departure with full details (including costs) and where possible photographic evidence.

9. **Cleanliness:** We expect the apartments to be left in a reasonable state of cleanliness and order on departure. An additional charge will be made for extra cleaning or specialist cleaning to return the apartment to a fit state for occupation. Additional charges may include compensation for loss of revenue in addition to cleaning and repairs.

10. **Lost Property:** All your possessions should be removed from the apartment on the date of departure. We will use reasonable endeavours to retain any lost items for up to 2 weeks after your departure date. Email: [info@harrogatelifestyleapartments.com](mailto:info@harrogatelifestyleapartments.com) for enquiries relating to lost items.

11. **Storage:** Where are unable to offer facilities to store luggage.

## **12. Additional Charges**

As a guide additional charges include, but is not limited to the following:

1. Breakages, loss or damage to the apartment or any of its contents. Replacement cost will be charged to the booker (unless otherwise agreed) using the debit/credit card used to make the booking.
2. General additional cleaning £40 per hour with a minimum of 1 hour to be charged. Specialist treatment charges where more than additional cleaning is required, for example smoking has occurred: £200.
3. Inventory and condition reports: £50.
4. Outside of working hours Mon to Fri (9am – 5.30pm) - Meet and Greet: £40.
5. Late return of keys to the Lock Box: £25 per hour. Lost keys: £85 per apartment.
6. Late check-out: £60 per hour per apartment.
7. Call out charge for locked-out Guests £75.
8. Call out charge for noise or disturbance £150.
9. Broadband charges – not applicable as FREE Wi-Fi in all apartments.
10. Cot bed / high chair charges as stated on our website.

11. Other services e.g. additional linen/towels, dry cleaning, laundry, extra cleaning is available on request. Charges apply.

12. VAT and local taxes are payable on all additional charges and where the level of the additional charges is not specified in these conditions, we will charge you the actual cost together with any administration costs. Prices for additional charges may change at any time. For payment of additional charges see clause 2.5.

### **13. Privacy**

We may use your contact details to tell you about our services and apartments including special offers that we think may be of interest to you. By using the Virgin Wi-Fi service Bitbuzz you are giving us permission to add your email address to our mailing list. If you do not want us to use your contact information please let us know by email to [info@harrogatelifestyleapartments.com](mailto:info@harrogatelifestyleapartments.com)

### **14. General**

We reserve the right to change these conditions from time to time. If guests are in breach of any of these conditions, we reserve the right to request that guests vacate their apartment immediately. These conditions shall be governed by and construed, in accordance with the laws of England and the Courts of England shall have exclusive jurisdiction in relation to any claim, dispute or difference concerning these conditions and any matter arising from them.

Harrogate Lifestyle Apartments: Last updated 12/03/2018