

## TERMS AND CONDITIONS FOR ABLESTAY LONDON

Please read these Terms & Conditions for AbleStay carefully as by booking and paying for a holiday you are deemed to have accepted them. If anything is unclear, please contact The Trustees so we can explain in detail to avoid any misunderstandings.

### CONTRACT

We are the Trustees of a registered Charity called AbleStay, Registration Number 1193470 its place of business at Foolish Wood, Bilton Lane, Harrogate, North Yorkshire HG1 4DN.

You (hereafter called the Customer) as named on the booking confirmation email.

The contract for a short-term holiday rental shall be made between the Customer and the Trustees of AbleStay. It is valid only after the transaction has been approved via email and the required payment has been received and confirmation has been sent to you either by email or post.

### BOOKINGS

The Customer, who must be 21 years of age or over at the time of booking, is deemed to be responsible for all members of the party who are bound by the terms and conditions of the contract. Children and young adults under the age of 21 must be accompanied for their stay by an adult. Failure to disclose all relevant information or comply with these terms and conditions may lead to termination of the contract and loss of the deposit and/or the booking fee.

### STANDARDS OF BEHAVIOUR

By making a booking with AbleStay, you have entered into a contract by which you undertake, on your behalf and all members of your party, to adopt the following standards of behaviour:

To act in a courteous and considerate manner towards The Trustees and neighbours.

To ensure that children are properly supervised so they do not create a nuisance, or endanger themselves or neighbours.

To respect our neighbours, keeping noise and music on the terrace to a minimum between 9.00pm and 8.00am.

You or any member of your party must not commit any criminal offence including, but not limited to theft, vandalism, carrying a firearm or any other weapon, or using illegal drugs.

### GENERAL

The AbleStay property shall not be used for any illegal or immoral purpose or for any trade or business.

The property shall not be used for Hen or Stag parties or groups of people under the age of 21 with the exception of families or supervised groups.

No candles, tealights, inflammable or explosive material are to be used, stored or brought to the property.

Only curtains and blinds as provided in the property shall be used to cover the windows.

Children are not to be left unsupervised near or to operate disability equipment.

Home entertainment equipment, musical instruments, sporting or games equipment and any similar equipment or any item provided by AbleStay, must be used in a such way a way as not to cause annoyance or disturbance to any other member or neighbour. In particular, the volume of all equipment should be controlled to be inaudible outside the AbleStay property.

The Trustees or our representatives reserve the right to enter the property at any time to undertake maintenance or for inspection purposes.

Cars must be parked only in the two designated parking areas.

The Trustees reserve the right to refuse accommodation and the immediate removal of any persons not complying with these terms and conditions or for any behaviour detrimental to the AbleStay property or annoyance of neighbours.

#### PAYMENT AND PRICES

A non-returnable deposit of 30% (subject to a minimum of £300) is payable at the time of booking. The balance of the rental is to be paid not less than eight weeks prior to arrival. For bookings made under eight weeks in advance, the total amount is payable at the time of booking. Payment can be made by debit or credit card, online using our booking system on our website, by bank transfer or by cheque payable to 'AbleStay' and sent to Foolish Wood, Bilton Lane, Harrogate, North Yorkshire HG1 4DN. In the event of the failure to submit the balance eight weeks prior to the start date of the booking, the Trustees will cancel your booking and retain the non-refundable deposit. Full details of the terms of the AbleStay cancellation policy are below.

In addition a Damages deposit of £300 is to be paid at the time of the balance payment.

The Trustees reserve the right to amend the price and the terms and conditions detailed on the website at any time prior to booking.

#### CANCELLATION POLICY

All cancellations must be notified by email.

If you cancel your holiday:

Up to 7 weeks prior to your arrival – deposit will be forfeited.

Within 7 weeks prior to your arrival – full balance will be forfeited and is not refundable and not transferable.

The Trustees strongly recommend that you take out comprehensive travel and holiday cancellation insurance to protect against unforeseen circumstances. If you choose not to, then you accept responsibility for any loss that you may incur due to your cancellation.

Your booking will not be cancelled by the Trustees except in exceptional circumstances. The Trustees will give notice of any cancellation as soon as possible and we will promptly refund all payments. The Trustee's liability for cancellation will be limited solely to payments made to AbleStay.

#### PERIOD OF HIRE

The property will be ready by 4pm on the day of arrival and must be vacated no later than 11am on the agreed day of departure.

The minimum hire period is 3 nights, with options for 4 or 7.

The Customer will be advised on arrangements for keys and building alarms.

#### HEALTH AND SAFETY

The Trustees take the wellbeing and safety of our guests seriously. Therefore, we would ask that you comply with the following:

The number of persons occupying the property must not exceed the maximum number stipulated and agreed at the time of booking. We reserve the right to terminate the hire without notice if this condition is breached. Children over the age of 2, not sleeping in a travel cot, count towards the total number of guests.

Other visiting guests are welcome to visit but must not stay overnight.

#### CARE OF PROPERTY

The property is strictly non-smoking in all rooms, terrace, garden and drive. Anyone found to have been smoking or vaping in the accommodation will be charged a fee of up to £200 for a thorough clean to be carried out by a contractor.

The Trustees ask that the AbleStay property is left clean and tidy on departure and ready for the next guests. No confetti, glitter or similar material is allowed either inside or outside the property.

Nothing should be stuck to the doors, walls or windows in the property.

We reserve the right to make an additional charge for the extra costs of cleaning incurred if the property is not left in a satisfactory condition.

## BREAKAGES

Guests are expected to treat the property with care and attention as they would their own home and will be liable for any loss or damage to contents regardless of whether it is the result of negligence or acts committed by themselves or by guests.

If you notice something is missing or damaged, please let us know immediately so that appropriate action can be taken. If there has been any damage or breakages during your stay, The Trustees would be grateful if you could report them promptly and prior to check out. The Trustees reserve the right to carry out inventory and other checks prior to your departure and to carry out repairs or maintenance.

The Trustees accept that minor accidents will happen. However, if the damage is significant, the Customer will be liable to pay for repair or replacement. This may be in excess of the £300 Damage deposit.

The Trustees reserve the right to seek compensation for any damage discovered after departure.

Furniture may be moved to accommodate accessibility but you are asked not to move beds or sofas from one room to another without prior approval from The Trustees.

When you leave the property unoccupied, please lock all the doors and close all the windows. Please also make sure you switch off lights and any electrical appliances before you go out for a visit.

All items listed on the inventory must not be removed from the property.

Under no circumstances is the AbleStay property to be relet or sublet even free of charge.

## REFUNDABLE SECURITY DEPOSIT (RSD)

The Trustees will hold credit card details in lieu of a refundable security deposit. This is held in case of unreported breakages, loss or damage to items together with any cleaning or refuse disposal required. In cases where payment is made by bank transfer or cheque then the amount of £300 must be included when the Balance payment is made.

On departure, failure to leave the keys in the Safe Box will incur a charge of £45.00 per key to your credit/debit card.

## PETS

Pets are not permitted in the property however, assistance dogs are welcomed with no extra charge but are not allowed on any furniture or bedding. Assistance dogs must not be left unattended and owners must bring their own dog bedding. Dogs are not permitted to urinate or defecate on the terrace/artificial grass. Please take your dog to the local park and remember to take dog poo bags.

We reserve the right to charge for any damage or for extra cleaning required.

#### ITEMS INCLUDED IN THE RENTAL

The following items are provided at AbleStay.

AbleStay costs include the provision of quality bed linen, duvets and towels. Heating and electricity are included. Toiletries are available in each bathroom. A welcome pack including tea, coffee, sugar and milk is provided. We also provide a small supply of dishwasher tablets, washing up liquid and all the basic cleaning items that you would require during your stay. Your property is fully serviced before your arrival. Please contact The Trustees prior to your arrival if you have any special requirements / needs.

A travel cot is available. Please note that cot linen is not provided.

#### PERSONAL INJURY & LOSS OF PROPERTY

The Trustees do not accept any liability for accident, injury, loss or damage sustained by any member of the party, their family, visitors, vehicles or personal effects or cash however caused.

#### LIABILITY

The Trustees will not be liable for the death or injury of any of your guests, or for the loss of or damage to their property, except where such death, injury, loss or damage is a result of Trustee omission or oversight.

#### CIRCUMSTANCES BEYOND OUR CONTROL

If for any reason the property has been rendered unsuitable for holiday let (e.g. water/fire damage, breakdown of heating system etc) on the date booked, we will endeavour to offer alternative dates or a refund of all monies paid. No further claim can be made against the Trustees.

The Trustees cannot be held liable for a breakdown of any facilities which is beyond their reasonable control (e.g. breakdown or failure of any electrical equipment, facility or plumbing) or from negligence as a result of your misuse of the equipment.

#### COMPLAINTS

The Trustees have made every attempt to make your stay at AbleStay as pleasant as possible without the rules being too onerous or restricting. We hope you have a very enjoyable holiday at AbleStay nevertheless, should you have any cause for complaint regarding any aspect of our accommodation, or if you find that any item is faulty or needs our attention, please raise it with the Trustees as soon as possible and we will endeavour put matters to right, make repairs or make alternative arrangements. Due to the limited period of hire, it may not be possible to repair some items during your stay. However, if nevertheless you wish to pursue a complaint after your departure, please do so in an email within 28 days to [info@ablestay.co.uk](mailto:info@ablestay.co.uk).

## OUR RIGHT TO EVICT

The Trustees may terminate the contract and ask you to leave the property immediately without any compensation being payable if:

- (a) the Trustees consider that you or your party has committed a serious breach of the AbleStay terms and conditions;
- (b) if any complaints of anti-social or unacceptable behaviour have been made against you or your party;
- (c) if you or your party cause an unreasonable amount of damage to the property or its contents;
- (d) if you exceed the maximum occupancy limit for the property or stay after the agreed date of departure.

## YOUR DATA

Any data collated during the course of making bookings or dealing with enquiries are dealt with in strict confidence and stored safely. Your data will never be sold or passed to other agencies. By accepting these terms and conditions you consent to receiving these communications from the Trustees in relation to your booking.

## DISCLAIMER

While every effort is made to ensure the accuracy of our website and other listings, errors occasionally occur. You must therefore ensure you check all details of your arrangements with us at the time of booking. The Trustees will however, use our best endeavours to notify you of any changes to inaccuracies in any information provided as soon as possible after we being made aware of the change or inaccuracy.

## COMPLAINT PROCEDURE

Every effort has been made by the Trustees to ensure that you have an enjoyable stay. If, however, we have not met your expectations, please contact us while you are still at the property with your concerns.

If, thereafter, you feel that the issue has not been resolved to your satisfaction, please address your concerns in writing to the Trustees at [info@ablestay.co.uk](mailto:info@ablestay.co.uk).

## GOVERNING LAW AND JURISDICTION

Any dispute under this agreement shall be interpreted in accordance with law of England, and any dispute shall be referred to the exclusive jurisdiction of the English Courts.

We reserve the right to make reasonable amendments or additions to these terms and conditions without notice.

## RECOMMENDATIONS

If you have any recommendations for the improvement of any aspect of AbleStay please do not hesitate to contact the Trustees. Our aim is the continued improvement of the facility based on the personal experience of our guests. We do hope you enjoy your stay and we look forward to welcoming you again in the future.