

# TERMS AND CONDITIONS – ABLESTAY LONDON

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

## CONTRACT

We/us are a registered Charity of AbleStay (1193470) having our principal place of business at Foolish Wood, Bilton Lane, Harrogate HG1 4DN.

You are the customer named on the booking confirmation email.

The contract for a short-term holiday rental shall be made between you and us. The Contract is only effective once the transaction has been approved via email, the required payment has been received and confirmation has been sent to you either by email or post.

## BOOKINGS

You, as the person making the booking, will be responsible for all members of your party. You, as the person in charge of your party, must be at least 21 years old at the time of booking. Children and young adults under the age of 21 must be accompanied by an adult. The contract binds you and all the members of your party. It is your responsibility to ensure that all members of your party accept the terms of the contract set out in these terms and conditions of booking. Failure to disclose all relevant information or comply with these terms may lead to termination of the contract and loss of the booking.

## STANDARDS OF BEHAVIOUR

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

- To act in a courteous and considerate manner towards us 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 10pm and 8am.
- You agree that you will not commit any criminal offence (including, but not limited to theft, vandalism, carrying a firearm or any other weapon, and using illegal drugs).

## **GENERAL**

No property shall be used for any illegal or immoral purpose or for any trade of business.

No candles, tealights, inflammable or explosive material should be used, stored or placed in the property.

Only the curtains and blinds in the property shall be used to cover or obstruct the windows of the property.

It is the hirer's responsibility to ensure that children are properly supervised so they do not create a nuisance or endanger themselves or neighbours. Furthermore, children are not to be left unsupervised around disability equipment or operate disability equipment.

Home entertainment equipment, musical instruments, sporting or games equipment and any similar equipment must be used in a way as to cause no annoyance or disturbance to any other member or neighbour. In particular, the volume of all equipment should be controlled so as not to be audible outside the property. All noise outside the property must cease by 10pm.

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

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

We reserve the right to decline accommodation and to require the immediate removal of any persons not complying with these conditions or for any behaviour detrimental to the property or annoyance to neighbours.

## **PAYMENT AND PRICES**

Deposits are taken at the time of booking and are non-refundable. The remainder of any booking are set out below:

A non-returnable deposit of 30% (subject to a minimum deposit of £100) of the rental is payable on booking. The balance of the rental is payable eight weeks prior to arrival. For bookings made less than eight weeks in advance, the total amount is payable on 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 HG1 4DN. In the event of the failure to submit the balance eight weeks prior to the date of entry, we will cancel your booking and retain the non-refundable deposit.

We reserve the right to amend the price and conditions detailed on the website at any time prior to booking and variations may apply from the published price for annual holidays.

VAT at the current rate is NOT included as we operate as a charity.

## **CANCELLATION**

In the event that you have to cancel, our cancellation policy is as follows:

All cancellations must be notified in writing. If you cancel your holiday

- Up to 8 weeks prior to your arrival – deposit will be forfeited.
- Within 8 weeks prior to your arrival – full balance will be taken and is non-refundable and non-transferable

We 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 owner except in exceptional circumstances beyond our control. Notification will be given of any cancellation as soon as possible and we will promptly refund all payments made for your holiday. Our liability for cancellation will be limited to payments made to us.

## **PERIOD OF HIRE**

The property will be ready for you by 5pm on the day of arrival and must be vacated not later than 9am on the day of departure. These timings are to allow time for Covid cleaning.

You will be advised on arrangements for keys.

Changeover days for weekly stays are normally on Fridays. Changeover days for 3 or 4 night breaks are normally on Mondays and Fridays. Our minimum stay is 3 nights. Other durations may be arranged on request.

## **HEALTH AND SAFETY**

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

## **NUMBER OF GUESTS IN THE PROPERTY**

The number of persons occupying the property must not exceed the maximum number stipulated and agreed on 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.

## **SMOKING/VAPING POLICY**

You are reminded that the property is strictly non-smoking, this includes in the garden and front drive. Anyone found to have been smoking/vaping in the accommodation will be charged a fee of us to £200 for a deep clean to remove the smell of smoke for fellow guests.

## **CARE OF PROPERTY**

The property must be left clean and tidy on departure, as it was found. 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 any property for any reason.

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

Guests are expected to use the property with care and will be liable for any loss or damage to a property or contents regardless of whether this damage is the result of negligence or of acts committed by themselves or by other guests.

## **BREAKAGES**

Please treat the accommodation with due care so that other guests may continue to enjoy them.

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

We accept that minor accidents do happen. However. If the damage is significant, the individual who made the booking will be liable.

We reserve the right to seek compensation for any damage discovered at a later date.

Furniture may be moved to accommodate accessibility but please do not move beds or sofas from one room to another without prior approval from management.

When you leave the property unoccupied, please lock the doors and close the windows. Please also make sure you switch off lights, heating and any electrical appliances when you go out.

All inventory must remain in the property.

You may in no circumstance re-let or sublet the property, even free of charge.

## **REFUNDABLE SECURITY DEPOSIT (RSD)**

We will hold credit card details in lieu of a refundable security deposit, or ask for payment of the security deposit with the balance of rental. This is held in case of unreported breakages, loss or damage to items within the property together with any excess cleaning or refuse disposal required after occupancy.

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.

Assistance dogs are welcomed with no charge.

Assistance dogs are not allowed on any furniture or bedding. Owners must bring their own pet bedding and not be left unattended at any time in the property. Dogs are not permitted to urinate or defecate on the terrace/artificial grass. Please take your dog to the local park.

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

## **ITEMS INCLUDED**

The items we include during your stay are as follows:

Our prices 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 Yorkshire Tea, coffee, sugar and milk is provided. We also provide a small supply of washing powder, dishwasher capsules, washing up liquid and all the basic cleaning items that you would require during your stay. Your property is fully serviced for your arrival. Please contact us prior to your arrival if you have any special wishes.

A travel cot is available at a cost of £10 per stay and a high chair at £5 per stay and must be requested at the time of booking. Please note that cot linen is not provided.

## **PERSONAL INJURY & LOSS OF PROPERTY**

The proprietor accepts no liability for accident, injury, loss or damage sustained by any residents, their family, visitors, vehicles or personal effects however caused.

## **LIABILITY**

We will not be liable for the death or injury of any of our guests, or for the loss of or damage to any of their property, except where such death, injury, loss or damage is a result of our negligence. We will not accept responsibility for any loss or damage to your property, including personal belongings, cash, jewellery and motor vehicles, however caused, during your stay.

## **CIRCUMSTANCES BEYOND OUR CONTROL**

If for any reason the property has been rendered unsuitable for holiday letting (e.g. water damage/fire damage, breakdown of heating system etc) on the date booked, we will endeavour to offer alternative dates, or offer a refund of all monies you have paid. There shall be no further claim against the owner.

We cannot be held liable for a breakdown of any facilities which is beyond our reasonable control (e.g. breakdown or failure of any electrical equipment, facility or plumbing) or from any misuse or negligence of the caused by your use of the equipment.

## **COMPLAINTS**

We are sure that you will have a very enjoyable holiday in Worcester Park with us. Nevertheless, should you have any cause for complaint regarding any aspect of our accommodation, or if you find that anything is faulty within the accommodation that needs our attention, please raise it with us as soon as possible and we will endeavour to assist or put matters right, make repairs or make alternative arrangements. Due to the limited period of hire, it may not be possible to repair such items during the period of hire. We recommend that you raise any complaints prior to your departure. However, if you nevertheless wish to pursue a complaint after your departure, please do so in writing within 28 days.

## **OUR RIGHT TO EVICT**

We may terminate our contract with you and ask you to leave the property immediately (without any compensation being payable) if: (a) we consider that you or your party have committed a serious breach of these terms and conditions; (b) any complaints are made of anti-social or unacceptable behaviour against you or your party; (c) you or your party cause an unreasonable amount of damage to the property or its contents; or (d) you exceed the maximum occupancy limit for the property.

## **COVID 19**

The global pandemic creates unique challenges for the charity. Our priority is the safety of our guests and to ensure we are fully compliant with all government guidelines.

All of our Covid 19 polies are based on current government guidelines and are being constantly reviewed based on the latest advice. With that in mind, some of the information you receive at the time of booking may be out of date by the time you stay. Please keep check on our Covid 19 safety page for the latest information on our website.

If you have to cancel your booking due to changes in travel restrictions, local lockdowns or because of a need to shield or isolate we will try to work with you, please contact us directly to discuss the circumstances.

Please do not travel to AbleStay, Worcester Park if you are experience Covid 19 symptoms. We would ask that any guests experiencing symptoms or sickness to pleas postpone their visit to a later date.

If you are travelling from another country self-isolating/quarantine at AbleStay Worcester Park is not an option. We will not accept bookings from anyone not adhering to the 14 day quarantine ahead of their expected check in date of stay.

WE have put in place a thorough and comprehensive cleaning and sanitising programme in preparation for your arrival with specific extra attention being given to all touch points throughout the property.

We will regularly review and update as the situation evolves, keeping policies and procedures relating to Covid 19 under ongoing review.

## **YOUR DATA**

We only use your personal information in accordance with our Privacy Notice. Please take the time to read this, as it includes important terms, which apply to you.

Any data collated during the course of making bookings or dealing with enquiries are dealt with in strict confidence and stored safely. Your date will never be sold. We keep your contact email addresses on file for a period of 2 years. By accepting these terms and conditions you consent to receiving these communications from us 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. We will, however, use our best endeavours to notify you of any changes to or inaccuracies in any information provided to you as soon as reasonably practical after we become aware of the change or inaccuracy.

## **COMPLAINT PROCEDURE**

Every effort has been made to ensure that you have an enjoyable stay. If, however, we have not met your expectations, please contact us while you are on 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 Charles van Berckel [charles@ablestay.co.uk](mailto:charles@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.