

# *t h e* STONEHOUSE *a p a r t m e n t s*

1 SKINNER ST.REET • WHITBY • N.YORKS YO21 3AH • 01947 820 241 or 810 765

[www.thestonehouse.co.uk](http://www.thestonehouse.co.uk)



## **CONTRACT**

### TERMS AND BOOKING CONDITIONS FORMATION OF CONTRACT

1.1 The contract is formed between you and Stonehouse Apartments, (referred to as "we" or "us") for the provision of short - term holiday rental of apartment when we issue a booking confirmation form.

We reserve the right to refuse a booking prior to issuing a booking confirmation form. We will provide such short - term rental subject to these terms and conditions of booking.

Your statutory rights are not affected by anything contained in these terms and conditions.

No employee or representative of us has the authority to vary these terms and conditions.

### PRICE.

2.1 We reserve the right to increase or decrease the price shown in the price list at any time. However, the price on the booking confirmation form will not be increased unless the booking is amended.

### PAYMENTS.

3.1 For bookings made more than two calendar months prior to the start of the rental period you shall pay a deposit of one half of the total price when booking.

You must then pay the remaining amount at least two calendar months prior to the start of the rental period.

3.2 For bookings made less than two calendar months prior to the start of the rental period, you must pay the full price when booking.

If you pay less than four weeks prior to the rental period, you must pay by credit card or debit card.

3.3 In the event of late payment, we reserve the right to cancel the booking, in which case the provisions of Condition 5 will apply.

### 4. YOUR OBLIGATIONS.

4.1. You must take good care of the apartment and its contents and leave them in the same condition they were in on your arrival.

You will be liable for the costs of any damages, breakages, losses and any extra cleaning or repair costs which are incurred due to your non compliance with this condition.

Full payment for any such damage or loss must be made at the time to us or the third party concerned. If you fail to do so, you must indemnify us against any claims (including legal costs) made against us as a result of your actions.

We expect all clients to have consideration for other people. If in our reasonable opinion you or any member of your party behave in such a way as to cause or to be likely to cause distress, danger or annoyance to any third party (including other clients and staff) or damage to property, we reserve the right to terminate the holiday of the person concerned without notice.

In this situation, our responsibilities towards that person will immediately cease and we will not be responsible for meeting any costs or expenses they may incur as a result. We will not make any refunds or pay any compensation to the individual involved or to members of his/her party or associates wishing to curtail their holiday as a result.

4.2. Only the number of people detailed on the booking confirmation form will be entitled to occupy the apartment.

4.3. No pets are allowed in the apartment, and it is strictly NON SMOKING.

You will be able to have access to the apartment at 3.00pm on the first day of your rental period and must vacate the property by 10.00 am. on the last day of your rental period.

## 5.ALTERATIONS/ CANCELLATION

### 5.1 Alterations or cancellations by you

Should you wish to make any changes to your arrangements after they have been confirmed, you must advise us in writing. Whilst we will endeavour to assist, we cannot guarantee we will be able to meet any such requests, and any deferred bookings must be taken within six months of the original booking date. Alterations made to the existing booking, except additions or transferral of names will be deemed a cancellation and the charges, as set out below, will apply. It may also be necessary to levy a small administrative charge to process any alterations. Should you or any member of your party need to cancel your chosen holiday once it has been confirmed the person who signed the booking form must immediately advise us in writing. Cancellation charges will then be payable as set out below, to compensate us for the cost of making your booking and the risk that we may be unable to re-sell your cancelled arrangements. These charges are calculated from the date on which we receive written notice of the cancellation.

### 5.2 Alterations and /or cancellations by us.

We reserve the right to make minor alterations to brochure, website and holiday details before and after bookings have been confirmed. In the case of a minor or significant alteration being made we will advise you at the earliest possible date. In the event of a significant alteration, you may accept it or cancel your holiday and receive a full refund. We will pay no compensation.

Very occasionally, it may be necessary for us to cancel a confirmed holiday. We must reserve the right to do so. If we do so you will receive a full refund of all the monies paid, or the option of a different booking date.

We accept no legal liability and will pay no compensation. Very rarely, we may be forced to curtail your holiday after the date of departure where circumstances amounting to 'force majeure' occur as described in Clause 7 below. In this very unusual situation, we regret we cannot make any refunds (except where refunds are obtainable from a supplier), meet any cost or expenses you may incur as a result or pay any compensation.

Number of weeks Percentage of your holiday cost

before departure.

10 or more deposit

10 to 4 50%

4 to 2 75%

2 or less 100%

## 6 COMPLAINTS

If you have any cause for complaint you shall bring this to the immediate attention of the Stonehouse Apartments representative to allow them the opportunity to achieve a satisfactory solution. In any event you should formally register your complaint at the time.

On your return from holiday, you should write to us within 14 days of your return, detailing your complaint. We cannot consider any complaints where you have not complied with the above conditions.

## 7.RIGHTS OF ENTRY.

7.1 We reserve the right to enter the apartment at reasonable times to inspect it/and or carry out necessary repairs or maintenance.

## 8 LIABILITY.

8.1 We do not exclude our liability for death or personal injury caused by our negligence.

8.2 Except as stated in clause 8.1we shall not be liable for;

a) any loss or damage caused directly or indirectly by circumstances beyond our control;

b) any indirect or consequential losses;

c) any lost profit or other business losses.

8.3 Our total liability for any tangible loss or damage to your property caused by our negligence will not exceed ?(tba)

Our liability other than in respect of those detailed in Conditions 8.1 and 8.3 will be limited to the amount you paid us for the hire of the apartment.

## 9.LAW

9.1 The contract between you and us is subject to English Law.