



## **Terms and Conditions of Booking**

### **General**

These conditions set out the basis upon which Your Stay Stratford upon Avon Limited ("Your Stay Stratford upon Avon") accepts bookings to rent its properties ("properties"). References in these conditions to "we", "our" or "us" are references to Your Stay Stratford upon Avon Ltd. References to "you" or "your" are references to the person, company or organisation making the booking and all members of the rental party who have been accepted by us. These conditions set out the basis of your contract with us. By placing a booking with us you are accepting these conditions. All offers and bookings are subject to availability.

We reserve the right to change these conditions from time to time.

In the event of any litigation arising from the booking of accommodation by Your Stay Stratford upon Avon Ltd, the Courts in England shall have sole jurisdiction on such matters arising and English law prevalent at the time shall be applied.

### **Rates**

The rates we advertise are correct to the best of our knowledge. We reserve the right to make changes as necessary. Rates are subject to change from time to time. All rates quoted are based on the rates prevailing at the time that a booking is confirmed. Once a booking has been confirmed Your Stay Stratford upon Avon Ltd 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 or currency fluctuations beyond our control. Rates are subject to change without notice and may vary for currency exchange movements where applicable between UK and overseas locations.

## **Confirmation of Booking and Payment**

Any booking, however made, will only come into existence when payment has been received in full and your confirmation has been dispatched by us. As soon as your confirmation and invoice are received, please check all details carefully. If anything is not correct you should let us know in writing immediately. We cannot accept any liability if we are not notified of any inaccuracy in your documentation. If we identify an error in the confirmation or invoice, as soon as we become aware of the error, we reserve the right to correct it.

Restrictions may apply in certain locations including, but not limited to access, minimum stay periods, and age restrictions. You will be advised of any of these, where applicable, before the booking process is complete. We also reserve the right to request a security deposit for any reservation we accept. Any security deposit requested is payable in full 2 weeks before your arrival.

To confirm a reservation, we require a completed booking link via the internet. In addition, a 25% deposit will be required. The booking is not confirmed until this is received. Payment in full must be received 14 days prior to arrival.

Upon receipt of the initial reservation we will, providing the booking can be confirmed, send you written confirmation via e-mail of your booking as soon as reasonably possible. The balance of the total cost, together with the security deposit where applicable, is payable in full no later than 2 weeks before your arrival date at the property.

If any payment due in relation to your booking is not paid by the appropriate date, we are entitled to assume that you wish to cancel your booking and you may be liable to pay any cancellation charges which may be applicable.

We reserve the right to refuse any booking at any time.

We reserve the right to request that guests vacate their property immediately if we determine that in the opinion of Your Stay Stratford upon Avon any of our terms and conditions have been broken. In this event Your Stay Stratford upon Avon also reserve the right to retain monies paid as compensation and to request further compensation as required.

All information collected during the booking process will be processed and stored in accordance with our Privacy Policy.

## **Extension of Bookings**

If you wish to change any detail of your confirmed booking, we will do our best to accommodate that change subject to an administration fee of £10.00 per booking which will be payable to us once any change have been made together with any other resulting costs

(e.g. a change in price). All changes are subject to availability. Should any change be rejected, then the original booking details will still apply. Name changes or requests for additional services will not be subject to any administration fee. Where notice to change a booking has been agreed by both parties, payment must be made by BACS, an invoice will be sent to your billing address and payment must be made by return.

If you wish to extend your stay, please give us as much notice as possible in order to facilitate your request where possible and subject to availability. Where notice to extend has been agreed by both parties all additional payments, charges and fees must be made by BACS an invoice will be sent to your billing address and payment must be made by return.

### **Methods of Payments**

We are pleased to accept the following methods of payment: -

Credit Cards: We accept all major credit and debit cards.

Bank transfers (BACS): Our bank details are on the bottom of your invoice. If you intend to pay by bank transfer this should reach our account net of all bank charges. Please quote your name and Booking Reference on the transfer. A copy of the transfer should also be e-mailed to us.

### **Accommodation and Occupancy**

All accommodation provided by Your Stay Stratford upon Avon are occupied as serviced accommodation and are intended to be solely used as temporary or holiday accommodation for you or your organisation. Under no circumstances are they for use as the principal or additional home or residence of any guests. You are not entitled to a tenancy or an assured shorthold tenancy and these conditions cannot be construed as a tenancy under the Housing Act 1988 (as amended). No relationship of landlord and tenant is created, and no statutory security of tenure exists now or at any time during your stay. If you or any member of your party fails to vacate at the end of the pre-agreed period of your stay you will be charged the relevant accommodation charges for the continued period of occupation.

The number of people permitted to occupy each property is limited to the number of beds and the maximum number applicable to that property as per the description. If the number of people permitted to occupy a property is exceeded, we reserve the right to charge an additional fee.

Guests are responsible for their visitors. All non-residents should leave the property by 11pm.

We operate a strict no party policy. This includes the playing of loud music at any time. Guests are required to behave in a responsible manner, respect the property and other

residents. Noise should be kept to a minimum between the hours of 10pm and 7am. This includes, but is not restricted to, causing any sort of nuisance or disruption or using threatening or abusive behaviour to other residents or the staff of Your Stay Stratford upon Avon and their agents or suppliers. Guests are not permitted to use the properties for any illegal or immoral purposes.

We reserve the right to request that guests vacate their property immediately if we determine that in the opinion of Your Stay Stratford upon Avon any of our terms and conditions have been broken.

We have a strict no "Hen" or "Stag" party policy in all our properties.

Bookings made by guests with a Stratford upon Avon or surrounding area postcode where accepted will normally be required to pay a security deposit.

### **Services**

All properties include a kitchen or kitchenette equipped with cutlery, crockery, and kitchen utensils.

Unless otherwise specified, the prices quoted for all accommodation include heating, electricity, gas Wi-fi and television.

You will be provided with one set of keys per property. Unless otherwise stated parking is from 'check in' to 'check out'. Additional keys can be provided upon request. It is your responsibility to ensure that you or any member of your party are in possession of the keys at all times and they are returned to the key safe at the end of your stay. An additional charge will be made for lost keys and if we are required to provide access due to lost or forgotten keys.

The client is responsible for any incidental charges.

### **Restrictions**

**Smoking:** We operate a strict NO SMOKING POLICY. Smoking is not permitted in any of the properties or in any other communal area of any apartment blocks. If, in our reasonable opinion, smoking has occurred in the property during your stay we reserve the right to charge you for additional cleaning of the property.

**Pets:** Regrettably pets are not permitted in all properties please ensure you check the specific booking conditions of each property prior to booking if you intend bringing a pet.

We reserve the right to request that guests vacate their property immediately if we determine that in the opinion of Your Stay Stratford upon Avon any of our terms and conditions have been broken.

## **Arrivals and Departures**

Most properties are available for occupation from 15:00 hours on the day of arrival to 11:00 hours on the day of departure, however, please check with the specific booking conditions for each property. All additional hours will be charged an admin fee of up to value of one day unless otherwise agreed in advance. Parking spaces must also be vacated at the same time as the properties

Early check in/ late departure cannot be guaranteed unless the booking is made from the night before arrival/ for the night after departure.

Key collection details will be provided prior to check-in date.

## **If you alter your booking**

If you wish to alter your booking, Your Stay Stratford upon Avon will use its best efforts to comply with your requirements, however, you will be obliged to pay any additional expenses incurred as a result of the alteration. In addition, we may charge, at our discretion, an amendment fee of £10.00 to cover the necessary administrative costs incurred.

However, it is important to realise that a change may have to be treated as the cancellation of one booking and the making of another. In such cases cancellation charges may be incurred in accordance with these terms, which may be as much as the total cost of your booking. We will advise you if this is the case when the change is requested. You must then inform us as soon as reasonably possible whether you still wish to change your booking. If you advise us that you do or you fail to contact us as soon as reasonably possible, your booking will be treated as having been cancelled by you and our conditions on cancellation as shown below will apply.

## **Cancellation Policy**

- All cancellations and alterations must be confirmed in writing/via e mail. They will be considered on the day that the written notice of cancellation is received by us.
- No cancellation charge if you cancel your booking more than 30 days prior your arrival.
- No refunds will be made for non-arrivals.

If you cancel your booking then a cancellation charge will be payable, based on the number of days before your arrival date that we receive written notification of your cancellation, as shown in the following table. This means that if you have paid the balance of your total cost and then need to, or wish to, cancel, you may receive a refund of part of such cost.

However, if you have not paid your total cost by the time of your cancellation, you may be required to make a further payment by way of cancellation charge. For the purpose of this the fee due includes any extra items already booked by you.

Number of days before arrival date that written notification of cancellation is received by us

Over 30 days - no charge  
30 - 1 days - 100% of total fee due.

Depending on the reasons for your cancellation, you may be able to reclaim cancellation charges from your insurance company. We strongly recommend that clients purchase adequate travel insurance. Regrettably, for the reasons given above, we have to treat any curtailment of your stay as a cancellation.

### **If Your Stay Stratford upon Avon Ltd cancels your booking**

In the unlikely event that your booking has to be changed or cancelled, we will contact you (by telephone where reasonably possible in the case of a significant change or cancellation) as soon as is reasonably practical, to explain what has happened and inform you of the cancellation or change.

If a significant change has to be made (and the change is not acceptable to you) or your booking has to be cancelled, we will, if possible and as soon as reasonably practical, offer you an alternative property of similar type and standard in a similar location for the same dates. In such circumstances, the advertised cost of the alternative property will be payable. Obviously, if the alternative property is advertised at a lower price, you will receive a refund (if you have already paid the balance of your total cost) of the price difference.

If you do not wish to accept a significant change or any alternative property offered or we cannot offer you a suitable alternative property, you will receive a full refund of all monies paid to us.

You should inform us as soon as reasonably possible whether you wish to accept any proposed change or alternative property offered, or alternatively whether you would prefer a refund. In the unlikely event that you fail to tell us that you wish to accept the proposed change or alternative property we are entitled to assume you wish to cancel your booking and receive a full refund of all monies paid to us.

### **Insurance and Liability**

Your Stay Stratford upon Avon Ltd cannot be held responsible in any way for loss of, or damage to, contents, furniture, fittings or any personal belongings at any of the property locations. Nor can we be held liable for the acts or defaults caused by third parties. You are advised to ensure your own insurance policies cover loss or damage to personal property during your stay. We strongly recommend that you take out adequate travel and personal insurance.

Furthermore, we cannot be held responsible for any personal injury however caused at the accommodation provided.

Nothing in this contract seeks to exclude liability for death and personal injury or any other liability not excludable under the laws of England and Wales.

The client and the property owner should therefore ensure they have their own insurance against such risks.

Valid credit or debit card details must be provided at the time of booking to cover any additional charges incurred during your current (or any future) stay, breakages and damages. We reserve the right to deduct from the relevant credit or debit card, without further notice, all amounts chargeable under these conditions. 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.

### **Security Deposit for Additional Charges:**

#### **Additional charges include:**

- **Cleaning and repairs:** We expect our properties to be left in a reasonable state of repair and cleanliness on departure. If, at our discretion, additional works are required on departure to return the property to a reasonable state, the cost of these works will be charged as an additional charge to the guest.
- **Smoking:** As all our properties are non-smoking, we reserve the right to charge £100.00 (in addition to the general cleaning charges) for specialist cleaning to a property and/or its contents where smoking has taken place.
- **Soiling:** We reserve the right to charge £100.00 (in addition to the general cleaning charges) for cleaning to a property and/or its contents where soiling (from but not limited to vomit/excrement/urine) has taken place.
- **Damage:** Any damage to the property or its contents caused by the guest must be paid in full by the card holder. In the event of any breakages or damage discovered after the guest vacates, we will notify the guest by e-mail within 1 week of the guest's departure, providing a detailed breakdown of the issues and the cost of rectifying them. Where possible, photographic evidence will also be supplied.
- **Keys:** We will issue the guest with one set of keys and extra keys are available on request. If the issued keys are not returned on departure a charge of £25.00 will be made to the booker. If between the hours of 9 pm and 7 am a guest locks themselves out of the property and requires assistance to re-enter the property, we reserve the right to charge up to £75.00 call out charge in addition to the charge for lost keys.
- **Call Outs:** If the contact number is used to contact the on-call representative between the hours of 6.30 pm and 7.30 am for any purpose other than an emergency, we reserve the right to charge the booker a call out fee of up to £50.00.
- **Consequential loss:** If the property is deemed unfit for occupation, the client will be obliged to pay compensation to Your Stay Stratford upon Avon Ltd for any loss of revenues in addition to the costs of cleaning and repair.

- **Late departure:** All additional hours after the agreed departure time will be charged an admin fee of up to value of one day unless otherwise agreed.

Within one week of any deduction for additional charges from a debit/credit card, we will provide the card holder by e-mail or otherwise with a breakdown of the issues and the applicable additional charges.

Prices for additional charges may change at any time. Any additional charges will be billed and an invoice sent to the guest, payment is expected by return.

### **Interruption of 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 property or the building, including electricity, air conditioning, water or any damage to telephone, broadband, internet and other communications, including disruption or noise caused as a result of repair works being carried out in another part of the 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 properties, and will use reasonable endeavours to ensure any preferred supplier is made aware of, and rectifies, such problems within a reasonable period.

**Parking** - Your Stay Stratford upon Avon cannot be deemed liable for any parking penalties received for incorrect use of parking spaces.

**Internet Provision** - Internet services are provided by 3rd party suppliers and as such Your Stay Stratford upon Avon cannot be deemed liable in the unlikely event that any such service is either unavailable or not functioning properly during your stay with us. On such occasions a refund will be made only of the separate charges taken for this service and not provided. Your Stay Stratford upon Avon are not liable for any additional costs which may be incurred by the non provision of this service.

### **Feedback and Complaints**

We welcome feedback from our guests.

In the event that you are not entirely satisfied with the service offered, you should notify us as soon as possible. If the problem cannot be resolved during your stay, you should contact us in writing or alternatively you can call us on 07771 667651 or email [info@yourstayStratford upon Avon.co.uk](mailto:info@yourstayStratforduponAvon.co.uk) Our policy is to acknowledge any complaint within



five working days, advising you of who is dealing with your concerns and attempt to address them.

### **Lost Property**

Any items left in the property will be kept for 1 month after the departure date. After this date the items will be disposed of. Any items posted to the guest will be liable to a £20.00 admin charge in addition to the postage charge.