Terms and Conditions of Hire

These Terms and Conditions of Hire are a contract between YORGUEST LTD (Company Number: 12602771) with a registered office at 2a St Martin's Lane, York YO1 6LN ("us", "we", "our") and you, the person making the booking and all adult members of your party who will be staying in any of our properties ("you", "your", "client", "guest"). By making a booking or staying in one of the properties we manage, you agree to abide by these terms and conditions.

1. Scope

1.1 Your stay with us does not confer exclusive possession nor create a landlord and tenant relationship. This is a short-term letting, and you are not entitled to any rights under various Housing Acts.

1.2 Our rates are subject to change without notice unless otherwise agreed in writing.

1.3 Where stated, VAT is charged as appropriate.

2. Agreement for Occupation

2.1 We permit you to occupy the property for the agreed hire period only and subject to these Terms and Conditions. You are responsible for the actions and omissions of any visitor to the property.

2.2 You must be 18 years or over when you book your accommodation.

2.3 We reserve the right to refuse any booking. A booking is accepted when we issue our Booking Confirmation email.

2.4 Arrival is after 15:00 on the start day and departure by 10:00 on the last day unless otherwise agreed. Failure to arrive by midnight on the start date without prior notice may result in cancellation.

2.5 Extensions to your stay are subject to availability and may not always be possible.
2.6 Exceeding the number of permitted occupants breaches Health and Safety Regulations and may result in additional charges or eviction.

3. Paying for Your Accommodation

3.1 To secure your booking, a non-refundable £30 payment is required at the time of booking. The remaining balance must be paid at least 30 days before your arrival. Failure to pay in full may result in cancellation and forfeiture of any deposit.

3.2 We expect the accommodation to be left in a reasonable state. Additional cleaning required on departure will be charged as an Additional Charge.

3.3 Smoking is not permitted in serviced properties. Evidence of smoking indoors incurs a £100 specialist cleaning fee.

3.4 Use of illegal drugs or substances will be reported to the police, and you will be asked to leave immediately.

3.5 No daily housekeeping service is provided. Linens and bath towels are included, but daily maid service is available for an Additional Charge.

3.6 Pets are permitted in some properties only with prior written approval and a £25 per pet charge. If required a Pet Addendum must be signed and returned before arrival.

3.7 In some cases, a £30 booking fee (£25 plus VAT) is payable to YorGuest Ltd. This fee is in addition to the accommodation and cleaning costs. It is paid at the same time but will be itemised separately on your list of charges.

4. Loss and Damage; Security Deposit

4.1 Please inspect the property on check-in and notify us of any issues within three hours. Failure to do so assumes acceptance of the property's condition.

4.2 You are liable for all loss or damage (except fair wear and tear) during your stay.

4.3 A security deposit may be taken at or prior to check-in. Any damage costs will be deducted from this deposit.

5. Additional Charges

5.1 Additional Charges include those specified in the Booking and these terms and conditions.

5.2 You authorise us to charge your credit or debit card for Additional Charges. If these exceed the pre-authorised amount, you will be invoiced for the excess.

5.3 Unpaid Additional Charges will incur an administration fee of £50.

6. Changes to Your Booking by Us

6.1 If we need to cancel or change your booking, we will inform you as soon as possible and offer alternatives. If these are unacceptable, we will refund any payments made within 14 days.

6.2 We are not liable for changes or cancellations due to events beyond our control (force majeure).

7. Cancellation / Alteration of Your Booking by You

7.1 Requests to alter your booking will be accommodated, if possible, subject to availability.

7.2 Cancellations within 30 days of booking will result in a full refund excluding a £30 admin fee. After 30 days, 50% of the booking fee will be charged. Cancellations within 14 days of arrival or no-shows will be charged the total price of the reservation.

7.3 No refunds are given for non-arrivals.

8. Liability

8.1 We are not liable for death or personal injury unless caused by our negligence.

8.2 Use appropriate adaptors for non-UK electrical appliances. Non-compliance may result in immediate eviction.

8.3 Safeguard your personal property as we accept no liability for damage or loss unless caused by our negligence.

8.4 Cars and their contents are parked at the owner's risk.

8.5 Property left in the apartment will be kept for 1 week after departure or forwarded at the guest's expense.

8.6 We are not liable for interruptions to services or maintenance work.

8.7 Our liability is limited to the total cost of your reservation.

8.8 Descriptions and photographs of properties are for illustration only and not guaranteed.

8.9 We do not exclude liability for fraud or any legal rights affected by this Agreement.

9. Keys

9.1 One set of keys is issued per booking. Lost keys incur a locksmith charge.

9.2 Lockouts requiring our assistance incur an administration fee.

9.3 We retain keys and may access the property for maintenance or inspections, making reasonable efforts to contact you first.

9.4 Keys must be returned to the key box on departure. Loss of keys will incur an Additional Charge.

9.5 Always lock the property when not in use and guard keys against loss or theft.

10. Wireless Broadband Internet

Wireless Broadband Internet is usually available but not guaranteed. We are not liable for connection issues or any damage to your computer or data.

11. Maintenance Call-Outs

If a service or appliance is reported faulty and found to be in working order upon inspection, a maintenance call-out fee will be charged.

12. Client's Obligations

12.1 Guests must not keep animals without permission, provide suitable childproofing if necessary, avoid actions that void insurance, not cause a nuisance, and leave the property in good condition.

12.2 Guests must use the property for private residential purposes only and not make alterations or repairs.

12.3 Guests must allow access for inspections and maintenance.

12.4 Guests must not assign, sublet, or share the property.

12.5 Guests must notify us of any damage or issues promptly.

12.6 Guests must maintain insurance for personal property.

12.7 Guests must use equipment as intended and not leave valuable items in plain sight.

12.8 Guests must not play ball games indoors or in the grounds.

12.9 Guests must use cleaning products safely and not install portable cooking appliances.

12.10 Abusive or threatening behaviour toward staff will not be tolerated.

13. Termination of this Agreement

13.1 We may terminate this agreement immediately if the accommodation fee is not paid, or if terms are breached.

13.2 We may terminate this agreement with reasonable notice for any reason.

13.3 Guests must return all keys and give vacant possession at the end of the accommodation period.

14. Health and Safety

14.1 Guests must keep the property free of hazardous objects and substances.

15. Data Protection

We gather personal data for operational and legal purposes in accordance with the Data Protection Act 1998. We do not pass information to third parties except for this purpose.

16. Complaints

16.1 Complaints should be notified to us as soon as possible. If unresolved, submit comments in writing within 14 days of the end of your stay.

16.2 You may also complain to your booking agent.

17. Law

This agreement is governed by the law of England, and you will be subject to the exclusive jurisdiction of the courts of England.

18. Severance

If any provision is or becomes invalid, illegal, or unenforceable, it will be modified to the minimum extent necessary or struck out. The rest of the agreement remains enforceable.

19. Interpretation

- "Additional Charge" means any charge or fee that is additional to the rental.
- "Managing agent" or "we" refers to YORGUEST LTD.
- "Client" is the person who arranges the accommodation.
- "Guest" is any adult authorised by us to reside at the property.
- "Apartment" or "property" is accommodation managed by YORGUEST LTD.
- "Booking" means an offer from you to us to hire one of our properties.
- "Furniture and appliances" means items usually found within the apartment.
- "Inclusive Services" means services included in the rental.

Managing Agent: YORGUEST LTD
Address: 2a St Martin's Lane, York YO1 6LN.