



# Boutique London Lets

London, in style!

## **Boutique London Lets Terms and Booking Conditions 2010**

### **1 Contract Hire**

The Contract of Hire will be between the company (the Company) of the property and you the customer (the Guest). Boutique London Lets (the Company) act as principles of the property.

### **1 Agreement**

1.1 These Terms and Booking Conditions are available on the website and are issued with the Confirmation Invoice. The making of a booking will form an agreement on these Terms and Conditions (the 'Agreement') between the Guest and the Company for the holiday rental of the property described in the Confirmation Invoice or as otherwise agreed in writing by The Company and the Guest (the 'Accommodation').

1.2 The Company permits the Guest to occupy the Accommodation for the period shown in the Confirmation Invoice ("Holiday Period") together with the use of the furniture, fixtures and effects. It excludes any rights of tenancy.

1.3 The Guest will be responsible for all payments and for any damage whether caused by the Guest or his or her party. References to 'party' in these Terms and Conditions will include the Guest's family, servants, agents or guests. The Guest agrees to make his or her party aware of these terms and conditions"

1.4 The Confirmation Invoice will show the holiday price at the time of booking. The holiday price is set at the time of booking and shall not change. Prices may vary for the same apartments for that period (special offers, price increases or decreases and last minute deals etc), however these do not affect the agreed price of the Confirmation Invoice or any aspects of the Agreement. Should the Guest choose not to continue with their booking, the guest may cancel as per the Cancellation conditions.

### **2 Security Deposit**

A security deposit of £200 is required with your balance of hire. This will be held against your debit or credit card and will be held for up to 14 days after your departure from your holiday accommodation. We will claim against the security deposit for the repair or replacement of any breakages, losses or damage to the property or contents (fair wear and tear excepted as we do understand that sometimes minor accidents do happen). If you have any breakages, please let us know as soon as possible so that we can make any necessary replacements for the benefit of subsequent guests. Please note that damages and losses are not limited to the security deposit and any costs in excess of this amount will be invoiced and payable in full without delay. The security deposit will also be used to cover any additional costs of cleaning if the property is left dirty or if vacated later than the stated time on the day of departure.

### **3 Deposit**

A deposit of 20% of the total value is required to secure a booking. This applies to all bookings. The booking is secured once the Company successfully charges the nominated credit/debit card. The remaining 80% of the outstanding balance due will be taken from your credit card 14 days prior to arrival.

For bookings created within 14 days of the intended date of arrival, then full payment is required at time of booking.

### **4 Payment**

All payments can only be accepted in Pounds Sterling using the Google Checkout online secure payment system. We do not accept any other form of payment.

### **5 Final Payment**

The full balance of the total holiday cost (including any increase following a revision of prices in accordance with clause 1.4) will be payable not later than 2 weeks before the holiday begins. If the full balance is not paid on time the Company shall notify the Guest of this breach and the Guest will have 5 working days to remedy the breach. If the breach is still not remedied, the Company reserves the right to cancel the holiday booking, and shall retain the deposit as compensation for the damages and any other costs that it suffers under general principles of English contract law.

### **6 Cancellation**

Cancellation within 2 weeks of your holiday will forfeit the full hire amount paid (or due). Cancellation prior to 2 weeks, the full 20% deposit shall be paid (retained) to cover administration and re-letting costs.

### **7 Right To Refuse/Alter**

7.1 The Company reserves the right to refuse any booking.

7.2 The Company reserves the right to cancel or alter arrangements made for the Guest whether before or during the relevant visit (a) in any circumstance which arises from or is attributable to acts, events, omissions or accidents beyond the reasonable control of the Company or Owner or (b) where in the reasonable opinion of the Owner deems it is necessary to perform or complete essential remedial or refurbishment works.

7.3 If a booking has to be cancelled by the Company or Owner, it will take reasonable steps to offer an alternative booking. If the Company is not able to offer such an alternative or the Guest does not accept the alternative offered or the altered holiday arrangements (as the case may be), the Company or Owner will return to the Guest the relevant proportion of the money paid by the Guest in respect of the Accommodation and will not otherwise be liable for any loss caused by cancellation or alteration if it arises out of circumstances beyond its control.

7.4 Where 7.2 (b) applies the Company shall offer the Guest a property in the same or a higher price band (at no additional cost) or in a lower band (where the difference will be reimbursed).

### **8 Change of Booking**



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There will be a fee of £50.00 (fifty pounds) for any transferred booking. A transferred booking is from one property to another, a change in the Visitor, or from one date to another. If the transfer requested also involves reducing the length of the holiday, it will be regarded as a cancellation.

### 9 Guest Accommodation Limitation

Occupation must be limited to the maximum number of persons agreed and paid for as stated in the Agreement (extra charges apply for larger groups for the preparation and bedding and linen provided for them).

### 10 Joint Bookings

The booking should be made in one name only and that person (the Guest) shall not, without the written consent of the Company, assign the booking.

### 11 Services

Unless otherwise stated in writing, the holiday price will include all charges for water, gas, electricity, or oil. Guests must comply with reasonable usage and may be charged if excessive energy is consumed during their stay (i.e. Excessive heating whilst leaving doors and windows open).

### 12 Loss of Guest Property

12.1 Except as indicated below, the Company or the Owner cannot be held responsible for loss or damage to any belongings, or for injury sustained by the Guest or members of his or her party during their stay at the Accommodation. The Company or the Owner excludes liability for loss or damage to any belongings, or for death or injury sustained to the Guest or members of his or her party during their stay at the Accommodation except to the extent that such injury or loss or damage to any belongings is caused by the negligence or default or breach of the Company or Owner.

12.2 The Guest shall be liable for and indemnify the Company or Owner against any liabilities, damages, claims, costs, losses (whether direct or indirect and including loss of profits) and expenses incurred or paid by the Company arising from the Guest's use or occupation of the Accommodation which arise from any breach by the Guest of his or her obligations under the Agreement or from any negligence or wilful default of the Guest and/or the Guest's party.

### 13 Pets

No domestic pets are allowed - guide dogs for the blind and hearing dogs for profoundly deaf people are excepted. Bookings that include dogs are done so on the understanding that all flea, worming treatments and vaccinations are up to date and on the condition that they are not allowed on the furniture, and especially the beds, nor left unattended in the accommodation. There must be no evidence that a pet has been at the property upon departure.

### 14 Right of Entry

The Company or the Owner and/or its agents reserve the right to enter the Accommodation at any reasonable time for reasonable cause. This includes the undertaking of unforeseen (internal and external) remedial repairs together with any annual external re-decoration for which access to the inside of the Accommodation may be required. External windows and doors may be opened during this process.

### 15 Guest Obligations

15.1 The Guest undertakes to keep the Accommodation and all the furniture, fixtures and effects in the same state of repair and condition as at the commencement of the booking period (reasonable wear and tear excepted) and shall pay to the Company or Owners the value of any part of the Accommodation, furniture, fixtures, fittings and effects so destroyed or damaged as to be incapable of being restored to its previous condition. Breakages and damage must be reported as soon as possible.

15.2 The Guest must allow the Company or Owner and/or its agents to enter the Accommodation to inspect the state of it, on reasonable notice, save in emergency when immediate access must be granted.

15.3 The Guest must not use the Accommodation or allow its use for any dangerous, offensive, noisy, illegal or immoral activities or carry on there any act that may be a nuisance or annoyance to the owner or the Company or to any neighbours.

15.4 The Guest and his or her party must comply with any reasonable regulations relating to the Accommodation of which the Guest has written notice. Such regulations will be found in the welcome folder in the Accommodation, typical examples would include any local conditions regarding parking, waste disposal, recycling etc.

15.5 Smoking is not permitted in any part of the Accommodation and the Guest and any member of his or her party undertakes not to smoke inside the Accommodation.

### 16 Property Cleanliness

The Guest agrees to ensure that the Accommodation is left reasonably clean and tidy. The Guest agrees to pay an additional reasonable charge to cover the expense of additional, unusual cleaning required because the Guest fails to comply with this clause.

### 17 Family Occupation

17.1 The Accommodation shall be for family use only, and by exception some social-groups (friends etc.). The Accommodation shall not be used for youth groups or other groups or student parties.

17.2 The Agreement is personal to the Guest. The Guest must not use the Accommodation except for the purpose of a holiday by the Guest and the Guest's party during the Holiday Period, and not for any other purpose or longer period.

17.3 The maximum occupancy of the Accommodation shall not be exceeded. If the Guest wishes to hold any function or celebrations exceeding this limit it must first obtain the written permission of the Company and/or Owner. If permission is granted, an additional charge will be levied.

### 18 Advance Bookings

All properties can be booked well in advance. It is advisable to book early to avoid disappointment, particularly over school holiday periods, major events and public holidays.



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## 19 Comments/Complaints

Every reasonable care will be taken to ensure that the Accommodation is presented to Guests to a high standard. Should the Guest find on arrival that there is a problem, or cause for complaint, the Guest should immediately contact the Company's representative. Reasonable steps will then be taken to assist the Guest. The Company will not normally make any refunds in respect of complaints made after the Guest's departure from the Accommodation if the Guest did not make the complaint or the problem known to the local contact during the holiday. If the Guest wishes to comment on his or her stay a comment/suggestion form may be completed and left in the Accommodation, or alternatively emailed to the Company directly. All complaints made after the Guest's departure must be made in writing and emailed to the Company and received no later than 14 days after the date of departure.

## 20 Arrival and Departure Times

20.1 Adherence to the arrival and departure times forms part of the Agreement and any stay that extends over this period will be subject to a charge being made for additional days. Arrival time is after 2.30pm on the first day of the holiday and Departure time is before 10.00am on the last day of the holiday or as advised separately by the Owner. Early arrivals and late departures can be arranged, but these are a paid service and must be arranged and paid for at the time of the booking. No last minute amendments to these times can be made.

20.2 The Guest will be issued with a set of keys to the Accommodation on the first day of the Holiday Period and the Guest must return them on the last day of the Holiday Period or the date of departure, if earlier. Failure to do so will incur the cost of a replacement set. The keys are to be returned as per the requirements as stated in the welcome folder within the Accommodation.

## 21 Right to Evict

The Company or Owner and /or its agents reserves the right to ask the Guest and his or her party to leave the property (without compensation being payable to the Guest or any member of his or her party) if this is deemed necessary by the Company and / or its agents where if there is a serious breach by the Guest of the Agreement or their behaviour is such as to endanger the safety of the property or staff. If any complaints are made of anti-social behaviour or unreasonable breakages or damage occurs or smoking restrictions are not observed we shall give the Guest an opportunity to rectify the breach and failure to do so shall entitle the Company or agents to terminate the agreement.

## 22 Notices

Notices shall be sufficiently served if sent by email or facsimile transmission to the address appearing in the Confirmation Invoice or such other address as each party may from time to time have communicated in writing to the other. Any notice to be served on the Guest under the Agreement may be given during the Holiday Period by delivery under the front door of the Accommodation and shall be deemed to have been received upon the expiration of 24 hours after service; or via email using the address which had been used to book the Accommodation and shall be deemed to have been received upon the expiration 72 hours after service.

## 23 Severance

If any provision of this Agreement is held by any competent authority to be invalid or unenforceable in whole or in part the validity of the other provisions and the remainder of the provision in question shall not be affected.

## 24 Rights of Third Parties

The Contracts (Rights of Third Parties) Act 1999 might give rights to third parties who are not parties to this contract. The parties agree that this will not apply and that, subject to clause 1.3, only those signing the contract shall have rights and obligations under it.

## 25 Headings

The headings in this document are included only for convenience, and do not affect the meaning of the clauses to which they relate.

## 26 No Tenancy

The Agreement is for the Holiday Period and is not intended to create the relationship of Landlord and Tenant between the Guest and the Owner or Company. The Guest shall not be entitled to a tenancy, or to any assured short hold or assured tenancy or any statutory protection under the Housing Act 1988 or other statutory security of tenure now or upon termination of the Agreement.

## 27 Governing Law

The construction, validity and performance of the Agreement shall be governed by the law of England and Wales, and both parties submit to the non-exclusive jurisdiction of the UK Courts.

## 28 Our Details

Whilst we endeavour to make our details accurate and reliable, if there is any point which is of particular importance to you, please contact the office and we will be pleased to check information. The mention of any appliance and/or services in these particulars does not imply that they are in full and efficient working order.