



## Booking Terms & Conditions

Guests making bookings are required to accept the following:

### **RENTALS:**

*Tempstay Ltd adverts apartments ('properties') as an advisor for and on behalf of the Owners of the property ('Owner'). All properties have been personally inspected by the Company to ensure that they meet the high standards of accommodation on which the Company's reputation is based. At the time of publishing, the properties are furnished and equipped as described in the detailed and technical descriptions provided to renters and guests ('Clients') on the Company's web site. From time to time the Owners of properties may change the layout, furniture or fittings and the Company will seek to update these on the website at the earliest opportunity and notify renters if the changes to the property change the nature of the accommodation. Differences between the description and photos on the website and those actually found at the property does not constitute a basis for cancellation, refunds or other claims against the Company. The Company will not be liable to Clients in the event of changes made to a property by the Owner and not notified to it, however the Company will intervene on the renter's behalf in the event the quality of the property is diminished as a result of such changes.*

*Prices and seasons published on the Company's website are indicative and subject to variation without notice prior to the confirmation of a booking. The base currency of referral is the £ POUNDS and values in other currencies published on the Company's websites are based on current interbank rates and provided for comparative purposes only. Rental prices include nightly rate of the property and such other inclusions that are listed in the special notes for each property listed under the price list in the property pages.*

### **PAYMENTS:**

*The booking is not confirmed until you receive a confirmation email from the Company and payment in full has been made. Payment by credit card is not subject to any commission. Alternatively, payments may be made, without surcharge, also by bank transfer into the Company's account.*

## **CANCELLATION:**

*Cancellation charges are based on the total rental price and are calculated from the date of the beginning of the rental period as follows:*

- *Up to 30 days prior to arrival day, 100% refund.*
- *Up to 14 days prior to arrival day, 50% refund and the cleaning fee.*
- *Less than 14 days to arrival day, refund of only the cleaning fee.*
- *If your booking is made and has a check in date of less than 14 days in advance,*
- *then you will only be eligible for a refund of the cleaning fee.*
- *Bookings cancelled with less than 72 hours prior to the arrival date will not receive a refund at all.*

*Should you need to reschedule your booking because of Covid-19 restrictions, we will do so where we have availability. However, no refund will be given should you need to cancel because of Covid-19.*

*By confirming your booking, you declare that you have checked and abide by the government guidelines and restrictions at the time of the booking. We may ask for additional documents to be provided to confirm that your stay complies with Covid-19 restrictions, failure to supply sufficient information will result in your booking being cancelled.*

*Clients are strongly advised to take out adequate insurance to ensure that they are protected from unforeseen events which may give rise to cancellations.*

## **HOUSE SUBSTITUTION:**

*If as a result of a serious breakdown or failure in the rented property, Tempstay Ltd or the Owners decide that it is not possible to continue with the booking, the Company will do its utmost to find a replacement property acceptable to the Client, or refund any moneys paid on unused rental. The Client acknowledges that in this event, the Company's liability for damages will be limited to the amount of unused rental, based on a pro rata calculation of unused rental days. Should a property become unserviceable prior to the arrival of a Client, the Company will do its best to find a suitable replacement property of an equal standard. In the event of a more expensive property being selected, Clients will have the choice of paying the difference or receiving a full refund of moneys paid.*

## **ARRIVALS AND CONDUCT:**

*Following the final payment, Clients will be issued a booking confirmation and arrival instructions for the property will be sent 48 hours prior to arrival day. In the weeks leading up to the arrival the Company will request details of expected arrival time, mode of transport, names of all guests, contact number, ID & any additional requirements. These must be presented prior to arrival.*

*The Client acknowledges that the following circumstances provide the Owner or the Company with a basis for the immediate termination of the rental agreement without recourse by the Client and forfeiting all moneys paid to the Company:*

- *Exceeding the maximum number of guests as agreed.*
- *Non-authorized substitution of guests - the names and passport details of all guests must be provided to the property representative (to comply with UK Law)*
- *Conduct unbecoming at the property (including wanton destruction of property, poor hygiene, excessive noise etc)*
- *Parties, weddings, celebrations unauthorized or involving non-guests*
- *Introducing domestic animals (unless allowed in the property notes and advised to the Company)*

*The Client acknowledges that there will be no redress against the Company or the Owner in the event that these events cause premature termination of the rental.*

## **DEPARTURE AND CLEANING:**

*Standard check out time is until 11.00 AM. After this time a property representative will conduct an inspection. It is a condition of rental that the property must be left in a clean and orderly manner at the end of the rental period. This implies that the dishes are washed, rubbish is removed from the property and the rooms are left in an orderly condition. Clients are not authorised to rearrange the furniture of the property and crockery and other equipment of the house (chairs, blankets, etc.) must not be used or transported out of the house. Candles and oil burners are not permitted inside the house. On arrival, we will pre-authorise a debit/credit card of your choice (may be different from the one with which you have made the initial payment to secure the booking) as a safety precaution to insure our company from any potential damage may cause during your stay. We hold the right to make appropriate deduction from the card in the event of any damage to the accommodation or its contents, or in the event of a late check-out after 11:00am on the day of your departure.*

## **COMPLAINTS:**

*Any problems with the property encountered during the property rental period should be reported immediately to us. The Company will endeavour to address the problems and resolve them to the satisfaction of the Client as soon as possible.*

*In the event that the Company is unable to resolve the problem to the satisfaction of the Client, a complaint must be lodged immediately in writing to Tempstay Ltd, area representative or in writing to the Company by email or letter. Reasonable time must be allowed for the Company to resolve the problem. Clients must not vacate the property under any circumstances without the express written agreement of Tempstay Ltd as to do so will annul the rights to claim for compensation.*

*Where a Client believes they have a claim for compensation, the period of compensation will commence from the time the complaint is received to the end of the rental period. Requests for compensation must be lodged with the Company in writing ([enquiries@tempstay.co.uk](mailto:enquiries@tempstay.co.uk)) within 48 hours of completion of the rental period or during your stay.*

*The following do not give rise to claims for compensation:*

- *Force Majeure, terrorist acts or natural disasters*
- *Shortages of power, gas or water outside of the property Owners control*
- *Damage from wind, rain, hail, flood, fire, lightning, landslide or other acts of God*
- *Inundation by pests, insects, rodents etc*
- *Claims arising as a result of damage caused by Clients to the property*
- *Differences in the descriptions and photographs of the property shown in promotional material (unless significantly altering the nature of the accommodation)*
- *Damage or loss to Clients' belongings or property*
- *Actions limited by UK Law i.e. the period in which heating may be switched on is defined by the government and varies between areas*
- *Civil works or construction projects nearby the rented property that are not under the control of the Company*

## **LIMITATIONS OF LIABILITY**

*Clients acknowledge that they are responsible for taking all necessary safety precautions for themselves and their guests and neither Tempstay Ltd accept any liability for accidents causing death, sickness or bodily harm howsoever caused. The Company and Owners deny any liability or claims in the event of incidents occurring whilst occupants or guests are under the influence of alcohol or any non - therapeutic drugs. The limitation of liability for any claim against the Company and the Owners of property for whatsoever cause is limited to the total amount of rental paid to the Company by the Client.*

## **ACCEPTANCE OF TERMS AND CONDITIONS:**

*Clients acknowledge that by acknowledging these terms and conditions in the Company's inquiry form or booking request that they agree to be bound by the provisions contained herein and to accept liability for damages caused by them or their parties to Owners' properties. The rental agreement shall be governed by English law in every particular including formation and interpretation. Any proceedings arising out of or in connection with this contract may be brought in any court of competent jurisdiction in United Kingdom.*