

## Auckland Palace Estate Residences

*under ownership by The Auckland Project*

### Terms and Conditions of Booking

By booking a property through us you agree with us that the booking and the booking contract are subject to the Booking Terms and Conditions which are set out below.

Within these Booking Terms and Conditions:

"you" and "your" means the person whose name appears in the booking confirmation as the party leader but these Booking Terms and Conditions apply to all other persons in the party (including anyone who is added or substituted at a later date);

"We", "us" and "our" means The Auckland Project (incorporated in England with company number 07931440, registered office address 58 Kingsway, Bishop Auckland, Co Durham, DL14 7JF).

"booking" means the process set out below leading to the formation of the booking contract;

"booking contract" means the legal binding agreement between you and the property which comes into effect once a booking is confirmed in accordance with paragraph 2.4;

"property" means the property or properties in respect of which a booking is made;

"force majeure" means any event which we could not, even with all due care, foresee or avoid. Such events may include, whether actual or threatened, war, riot, civil strife, terrorist activity, industrial dispute, natural or nuclear disaster, adverse weather conditions, fire and all similar events outside our or the Owner's control.

#### **1. General Terms and Conditions**

- 1.1 You must be aged 18 years or over when the booking is made.
- 1.2 We reserve the right to refuse any booking for any lawful reason.
- 1.3 Bookings for stag and hen parties are not permitted without prior consent of The Auckland Project.  
Our consent may be subject to additional terms and conditions including an enhanced security deposit.  
This being the case we may need to seek further information from you on receiving enquiries or bookings for group single sex parties.
- 1.4 You may occupy the property for the purpose of a holiday only (as defined in the Housing Act 1988, Schedule 1, Paragraph 9) and it is understood that no assured shorthold tenancy, statutory periodic tenancy or any other type of tenancy will arise other than a holiday letting unless with prior consent of The Auckland Project.

## **2. Booking Procedure**

- 2.1 Full payment of the total rental cost of the property must be made at the time of booking
- 2.2 Bookings will remain provisional until payment has been received in cleared funds. Payments not received within 48 hours of booking will result in the cancellation of any reservations.
- 2.3 Please contact us immediately if any information within your booking confirmation is incorrect or incomplete.

## **3. Damage Deposit**

- 3.1 A damage deposit of £250 is required to cover the cost of any damage or breakages to or at the property, its contents or grounds, any additional cleaning required over the time allowed for a standard departure clean, replacement of lost or non-returned keys (and, if required, replacement of locks), professional deep cleaning of soft furnishings, damage by animals or pets, evidence of smoking in the property, replacement of soiled mattresses, late departure or early arrival (if not agreed), over occupancy of guests or pets or taking pets into a property which does not allow pets.
- 3.2 As aforementioned in condition 1.3, an enhanced refundable damage deposit may be required for certain types of bookings (where they have been permitted by us).
- 3.3 We will charge your credit or debit card details used to pay for the booking for the damage deposit, unless alternative debit or credit card details are provided. These details are held securely within the booking reservation system.
- 3.4 If you fail to provide valid credit or debit card details the damage deposit, or the card funds fail, we reserve the right to treat the booking as cancelled whereupon our standard cancellation terms will apply.
- 3.5 The credit or debit card provided in respect of the damage deposit must be valid for a month after the booking departure date.
- 3.6 The housekeeper or relevant senior member of staff within The Auckland Project will inspect the property after your departure.
- 3.7 You will only be notified if there is cause to charge any proportion of the damage deposit. You will be notified of any damage or charges along with images where applicable within 10 working days of your departure from the property. If there is no damage the deposit will be automatically refunded and you will not hear from us.
- 3.8 If there is a delay in obtaining an invoice (for example, if repairs are involved), we will charge the damage deposit or a proportion of it and will refund any excess to your debit or credit card once the final invoice is received.
- 3.9 We will liaise with you and seek to resolve any damage deposit issues within four weeks following your departure from the property.

3.10 We reserve the right to charge a discretionary administrative charge of up to £50 including VAT for handling damage deposit claims.

3.11 In the event necessary charges exceed the £250 damage deposit these costs will be outlined to you in writing within 10 working days of your departure with payment to be made within a further 14 days.

#### **4. Payment**

4.1 Prices quote are per property and include, where applicable: VAT, cleaning on departure, bed linen and towels, electricity, gas, water and central heating. Please refer to the property description(s) for any additional charges such as, but not limited to, pets or miscellaneous extras.

4.2 Payments can be made in UK sterling by credit or debit card. You will reimburse us for any charges raised against us for handling overseas bank transfers or other payments.

4.3 Our booking and payment system, TrustPay, is fully secure and compliant throughout the guest payment process.

#### **5. Your Obligations**

5.1 You must arrive and depart within the designated check-in and check-out times stipulated for the property, unless prior arrangements have been made. Failure to check out on time may result in a charge being made to your damage deposit.

5.2 You must keep the property and all furniture, fittings, facilities, equipment and grounds in the same state of repair and condition as your arrival and in the same state of general order in which they were found. We reserve the right to make a deduction from your deposit for any additional cleaning required over the number of hours usually committed to departure cleaning.

5.3 Mattresses are checked after every booking. In the event of a mattress being soiled, you will be charged for a new mattress or sanitation if the latter is viable.

5.4 You will be charge for the cost of replacing bed linen and towels with permanent staining such as, but not limited to, fake tan, hair dye or make up.

5.5 In accordance with English law, all properties are strictly no-smoking and if you fail to observe this prohibition you will be charged a penalty in addition to the cost of cleaning of soft furnishings and other additional cleaning required to remove all traces of smoke from the property.

5.6 You must promptly report to the booking contact any breakages or damage and you will be responsible for payment of any breakages, loss or damage to the property and/or its grounds or contents caused by you.

5.7 You are responsible for the neighbourly and appropriate behaviour of your party. Should you or a member of your party abuse the property or display dangerous, disrespectful, offensive, antisocial or

rude behaviour to your representatives or neighbours, undertake any illegal activity, or any activity which may cause damage, unreasonable noise or disturbance we reserve the right to require the person(s) concerned to vacate the property.

- 5.8 Any changes to your party should be notified to us. In addition you must not exceed the maximum number of guest permitted to occupy the property as stated in the property listing or sublet the property without notifying us.
- 5.9 You must adhere to the policy on pets set out in Term 12 below. Dogs are welcome at properties marketed as dog-friendly but you must not exceed the number of dogs allowed in the property without prior consent.
- 5.10 In the event of any breach of the obligations in this Term (5) you may be asked to vacate the property and in these circumstances the booking contract will come to an end immediately without any refund of payments made by you or any compensation for early termination. You will be liable for any costs or damages stipulated in these Terms and Conditions caused by your breach and such costs and damages can be charged to the security deposit.
- 5.11 Any valuables left at the property are left at your own risk. It is your responsibility to ensure that all doors and windows are closed and locked when leaving the property or when in the grounds. You should take out adequate travel insurance (including liability for accidental damage to the property, cancellation cover and medical/emergency expenses) prior to the commencement of your reservation.
- 5.12 Children within your party should be monitored by you at all times and it is your sole responsibility to check the suitability of any children's equipment which is provided as we can not accept responsibility for its use.

## **6. Our Obligations and Liabilities**

- 6.1 We do not exclude or limit in any way our liability to you where it would be unlawful to do so. This includes liability for death or personal injury caused by our negligence or the negligence of our employees, agents or subcontractors; for fraud or fraudulent misrepresentations; or for breach of your legal rights in relation to the booking contract. However, we do not accept liability for any loss, damage, injury or death however so caused to you (or anyone in your party) or to your vehicles or personal property in circumstances where we have not been negligent.
- 6.2 We are not responsible for noise or disturbance originating beyond the boundaries of the property.
- 6.3 We cannot be responsible for the failure or interruption of the supply of water, gas, electricity or internet access or the removal of waste water from the property, or the breakdown of domestic or mechanical equipment. In such circumstances we will take all reasonable steps to reinstate the supply or service or repair of any equipment as soon as practicable.
- 6.4 At properties where Internet access is provided, we cannot guarantee a minimum speed or accept responsibility for failure of the service.

- 6.5 Any recommendations made by us for third parties (e.g. food services) are subject to terms and conditions of those third parties. We do not take any commission for introducing you to such third parties or their services nor do we act as an agent on their behalf, and in such circumstances we do not accept responsibility for the services they provide.
- 6.6 We are not responsible for any loss or damage that is not foreseeable. Loss or damage is foreseeable if either it is obvious that it will happen or if, at the time the booking was made, both we and you knew it might happen.
- 6.7 We cannot accept any liability where the performance of our obligations are affected or prevented by force majeure including an act of God, an act of Government or an act of War. Where force majeure applies we cannot be liable to pay for any damage, loss or expense which you suffer or incur.

## **7. Access to the property**

- 7.1 We have the right to access the property at any reasonable time during your stay to carry out essential maintenance or undertake essential checks. We will endeavour to give reasonable notice to you if practicable. Gardeners or maintenance staff may also enter the grounds during your stay but will make every effort not to interfere with your enjoyment of the property.

## **8. Complaints**

- 8.1 In the event that a complaint arrives during your reservation you should first contact a representative of The Auckland Project to allow them an opportunity to rectify the matter.
- 8.2 In the unlikely event that any problem is not resolved to your satisfaction during your reservation, please send us written details of your concerns by e-mail or letter within seven days of your departure. Please note that posting complaints on social media is not considered an appropriate form of communication for raising or resolving issues, and we will only deal with e-mails or letters sent by you in accordance with this paragraph.
- 8.3 We cannot accept complaints unless this procedure is followed. Complaints received after your reservation will not be accepted if we were not notified of them and had the opportunity to rectify them during your visit.

## **9. Booking Amendments by You**

- 9.1 A booking can only be transferred to another property by treating the original booking as a cancellation and Term 10 (below) will apply.

9.2 Any changes to the booking dates is at our discretion. Any difference in price must be met by you and there will be no refund if the new booking dates are advertised at a lower price. You will only be permitted to move your booking once to another date within the next 12 months, subject to availability.

## **10. Cancellation**

10.1 Cancellation by you of your booking must be given in writing. The effective date of cancellation is the date we receive your written notification and cancellation charges are as below:

Cancellation more than 28 days prior to arrival – No Charge

Cancellation 28 days prior to arrival or less – Full Charge

10.2 We cannot be held responsible for any third party costs (such as travel or catering expenses) for any cancelled bookings at any point.

10.3 Acceptance of partial cancellation of part of a booking is at the sole discretion of The Auckland Project.

10.4 We strongly recommend that you take out travel insurance which covers you for cancellation when making a reservation. We also strongly recommend that the policy covers you for personal liability claims in the event that accidental damage is caused during your stay.

## **11. Amendments by Us**

11.1 In the interest of continual improvement we reserve the right to make minor modifications to furniture, amenities and facilities without prior notice.

11.2 We reserve the right to amend prices due to errors or omissions. You will be notified immediately and have the right to cancel the booking if the amended price is significantly higher than the original price quotes and we will refund all payments you have made in respect to the booking.

## **12. Dogs and Other Pets**

12.1 Well behaved dogs are welcome in properties which are marketed as dog friendly. There are no specific modifications to the property or its facilities to accommodate dogs. Please refer to the property listing to understand the maximum capacity of each property with regards to pets. Assistance dogs are welcome at all properties.

12.2 In the event of your breaching the obligations of 12.1 you may be charged a penalty fee or asked to vacate the property and the booking will be terminated without refund or compensation.

12.3 In the interest of hygiene and out of consideration to others, you must remove all traces inside and outside the property of dog occupation before final departure including dog hair and dispose of any

mess in a sanitary and responsible manner. Dogs must be free from fleas or parasites. Fleas or parasites found in the property after occupation will result in you being charged a fee for fumigation of the property which will be deducted from your security deposit.

12.4 We cannot be held responsible for the safety of your pet whilst staying at the property.

12.5 We must be made aware of the details of any pets within the property during the period of the reservation.

### **13. Accuracy of Marketing and Promotional Materials**

13.1 The contents of our website, marketing and promotional materials have been created in good faith.

We will inform you of any significant changes at the time of booking or as soon as possible afterwards, but we shall not be liable for any minor or insignificant inaccuracy in descriptions or information.

13.2 We cannot accept responsibility for changes or closures to local amenities or attractions.

### **14. Your Legal Rights**

14.1 We will carry out our obligations to you as set out in these Terms and Conditions, with the reasonable care which can be expected.

14.2 For detailed information or further advice on your rights as a consumer you can visit the Citizen Advice Website [www.adviceguide.org.uk](http://www.adviceguide.org.uk)

### **15. Privacy**

15.1 We will not sell or otherwise disclose your personal information to third parties. We will only disclose any personal information where the law either requires or allows us to do so. Please see our Privacy Policy for further information.

15.2 Your identity and contact details will be made available to our staff.

### **16. Agreement and Severance**

16.1 The booking contact incorporating these terms and conditions constitutes the entire agreement between us and supersedes any previous agreement or conditions.

16.2 If a court finds part of these terms and conditions to be illegal, the rest will continue in force. Each of the paragraphs of these terms and conditions operate separately.