

Rental Agreement

Reservations for accommodation by guests (also referred to as the 'Guest', 'You' or 'Your') may be accepted by Luxury Travel Emporium Ltd (also referred to as the 'Owner', 'We', 'Us' or 'Our') either directly via our website, or as a result of reservation requests made by the Guest via email, telephone, text or use of our online, mobile and social media channels and associated messaging services, or on behalf of partner Third Party Sites (also referred to as the 'Agent' which refers to such partner booking sites as Booking.com, Expedia, Trip Advisor etc. or any other company who makes a booking on our behalf with our consent).

1. The Agreement:

The Rental Agreement is between the Guest and the Owner. Third Party Sites act only as an agent for the Owner. The contract is deemed to have been made once the Guest has paid a deposit and / or We or the Third-Party Site have dispatched a confirmation of booking. The guest must be over 18 years of age at the time of booking. This Agreement may be referred to as the 'Rental Agreement' or as the 'Terms and Conditions' which is in addition to the Website Terms and Conditions, which may be found separately on our website or by following this link: <https://www.luxurytravelemporium.com/terms-conditions/>

2. Booking:

The Guest who makes the booking is deemed to have agreed to these Terms and Conditions will be responsible for all persons included in the booking and should ensure that they are all aware of these Terms & Conditions. The Owner or the Agent reserves the right to decline any booking or refuse to hand over a key to any person who has not complied with these Terms & Conditions.

3a. Payment:

For bookings made more than 4 weeks* before arrival, a non-refundable deposit (part payment) of 10% of the total cost of the holiday, is required. The balance is due 4 weeks* before the Rental commences. For bookings made less than 4 weeks before arrival, the total amount is payable in full on booking.

The Guest agrees to pay the balance of the payment FOUR (4) weeks* before the holiday is due to start. Email reminders are sent, but delivery cannot be guaranteed and is beyond our control. Where a guest fails to pay their balance by the due date the booking may be cancelled and the deposit retained.

*Except our apartments located in LS1 (Leeds) where it is 1 week / 8 days

4a. Security Deposit:

A Security Deposit of £300 will be charged before arrival. The deposit will be taken by credit card and automatically refunded after check out, subject to the terms of this Rental Agreement. The Security Deposit is a minimal amount to cover the loss or damage to small items, which will be deducted at cost.

The Security Deposit does not cover all damages and risks, and it is important that you ensure that your holiday insurance specifically covers you for damage to the property, or contents, accidental or otherwise. Please also check our strict No Smoking Policy below.

4b. Optional Damage Waiver Fee:

For bookings made on our website at www.luxurytravelemporium.com (referred to as a 'Direct Booking') you have the option of paying for our 'Damage Waiver Fee' at the very reasonable cost of £40.00.

This comprehensive cover needs to be requested, and paid for, either at the time of booking, or at least 7 days prior to the date of your check-in by contacting us at info@luxurytravelemporium.com or via the [contact form](#) below.

It replaces the Security Deposit outlined in section 4a above (so there are no extra charges to pay on arrival, and no hold will be placed on your credit card).

The Damage Waiver Fee covers you for any additional damage, subject to the terms which can be found [here](#). The Damage Waiver Fee **does not cover** you for any negligent behaviour or violation our strict No Smoking Policy, and it is essential that you and all Guests are aware of the policy outlined in Section 20 below.

5. Cleaning:

The Guest is responsible for leaving the accommodation in good order and in a clean condition; otherwise, an additional cleaning charge will be levied. Please note that the convention for UK Holiday Homes and Serviced Apartments is that guests are expected to leave the property in a similar state to which they find it (reasonable cleaning accepted). Please abide by this convention so we can continue to provide good value for guests.

6. Number of People using Holiday Accommodation:

The Owners permit the Guest and members of the Guests party (but no one else) to occupy the property for holiday / business accommodation purposes only. The Guest must declare the correct number of additional guests during booking and, if this changes, must inform Us or the Third-Party Site before the rental commences of any change. No more than the maximum number of persons stated on Our Website or Third-Party Site may occupy a property unless by prior written agreement with the Agent or Owner. Extra charges may be applicable if the number of guests differs from the number on the booking.

This is not limited to overnight accommodation. We specifically do not give you permission to host parties or events, other than for guests included in the booking.

7. Arrival and Departure:

The properties (unless otherwise stated in the property details*) are available for occupation from **4.00 pm** on the first day of the Rental and must be vacated by **10.00 am** on the last day.

***Aysgarth Nook, Rounton Villa**, and hot tub suites at **Nydsley Hall** check in is from **4.00pm** and check out is until **10.00am** due to the large size of the property, and the need to empty, clean and refill the hot tub after each occupancy. For this reason, please be aware:

7.1). The hot tub may not have reached its optimum temperature on the first day of your stay.

7.2. Requests for early check in and late check out will not be possible at the above properties.

8. Cancellation or Changes by the Guest:

Once the Rental is Booked, the Guest has entered into a legally binding contract. If the Guest cancels, for whatever reason (including medical, transport and weather related) then no refund of the deposit will be due, and within 4 weeks of the Rental no refund of the full balance is due.

A holiday or Rental cancellation protection plan should be taken out by the Guest to cover forced cancellations. It is essential that you check your insurance cover prior to booking as this is the full responsibility of the Guest, and not the Owner.

Cancellations must be notified in writing (including by email) to the Agent and the Owner immediately. The Agent and Owner will endeavour to re-let the property and if successful may at their discretion allow the guest to transfer to alternate dates and/or accommodation for a £25 administration fee plus any other expenses incurred in re-letting. The expenses incurred in re-letting will be at the discretion of the Agent or Owner.

Once a booking has been accepted by the Agent / Owner, it can only be changed to another property by treating the original booking as a cancellation. Holiday dates may be changed providing the property is available for the new dates and the owner is agreeable to the change. A £25 re-booking charge will be payable, plus any extra rental costs if the new dates are being offered at a higher rate.

We recommend and expect that the guest will have or will take out a holiday / rental insurance policy (which includes cancellation insurance covering sickness and unavoidable reasons for cancellation) prior to their stay.

9. Pets:

We are happy to accept bookings for well behaved, house trained, small to medium sized dogs. **Large dogs, and cats are NOT allowed.**

The guest may only bring such pets as are booked in by the guest at the time of booking (or advised and invoiced shortly after the booking is made). A charge of £30.00 per dog, per stay (not per night) will be made for up to two pets, which is the maximum number we will allow.

Not all our properties are suitable for pets so please read the property listing carefully to see if pets are allowed. **Pets must be well-behaved and should never be left unattended in the property.**

Pets are not permitted in the bedrooms or on any furniture in the property. If damage or extra cleaning is caused by pets, the Guest will be billed for that charge. 'No Pets' in a description may not guarantee that pets have never occupied the property.

No garden or terrace is guaranteed as secure for dogs, even if described as private or enclosed.

10. Guest Responsibility:

The supervision of children, babies, dogs and any adults requiring care remains the responsibility of the guest at all times.

Guests should put all furniture etc. back to where it was at the beginning of the rental period.

Guests should not leave any items at the property and, if left, the owner has the right to charge for the removal, return or disposal of those items. Luxury Travel Emporium Ltd will not be liable to reimburse or compensate any guest for any loss of personal possessions during, or after the period of tenancy.

11. Damage, Loss, Theft:

Guests agree to inform owners of any damage or loss however caused, excluding reasonable wear and tear incurred during occupation. Guests should not remove any item from the property. The owner may ask for reasonable replacement costs. In the instance of damage, the Owner or Agency reserves the right to retain all or part of the deposit paid, or for damage exceeding the deposit amount, may automatically charge for reasonable cost of repair, or replacement via the payment method provided at the time of booking.

12. Nuisance:

Guests should not cause nuisance or annoyance to occupants of any nearby property. This also applies to the use of hot tubs before 9.00am or after 9.00pm where they are provided.

If, in the opinion of the Owner / Agent, any person is not suitable to continue their occupation of the property because of unreasonable behaviour, damage or nuisance to other parties, the contract may be treated by the Owner / Agent as discharged and the Owner / Agent may repossess the property immediately. The guest will remain liable for the whole cost of rental and no refund shall be due.

13. Guest Wi-Fi Access Terms and Conditions:

This agreement sets out the terms and conditions on which wireless internet access (Service) is provided free of charge to you, the user, by the Owner.

By using our Wi-Fi service, you are accepting the terms and conditions contained in this agreement.

13.1 Providing the Service

a. Your use of the internet is at your own risk. We have no control over and are not responsible for the websites (or other internet services) that you may access whilst using the Service. As such, we do not provide any assurance that these websites or services are error or virus free.

- b. The Service is provided as is. We do not warrant that the Service is secure or that it is fit for any particular purpose. We do not and cannot provide any assurances that any particular virtual private network will be compatible with the Service.
- c. We have no responsibility for, or control over, the information you transmit or receive via the Service, therefore it is your responsibility to ensure the security and confidentiality of any information or data that you transmit over the internet using the Service.
- d. When you access websites of third parties you may be bound by separate terms and agreements. You should ensure that you make yourself aware of the content of these terms and it is therefore your responsibility to ensure that you are compliant with them.
- e. We are not responsible for the content, advice or any statements or representations made by third parties on their website(s). It is your responsibility to evaluate this content for yourself.
- f. The Service will only be available to your equipment when it is within range of our Wireless Lan.
- g. Except for the purposes of network diagnostics we do not examine the use to which you put the Service or the nature of the information you send or receive. We may keep a log of the Internet Protocol ("IP") addresses of any devices which access the Service, the times when they have accessed the Service and the activity associated with that IP address
- h. While we will attempt to maintain the Service we cannot, and do not, guarantee that the Service will be available at all times, or at what speed. It is your responsibility to provide all hardware required to access the Service; We do not, however, guarantee that your equipment will be compatible with the Service.
- i. We reserve the right at all times to withdraw the Service or change the specifications or manner of use of it.

13.2 Your Use of the Service

- a. The Service is provided on the understanding that you do not use it to access or distribute material which
- b. Is defamatory, threatening, or which could be classed as harassment.
- c. Contains obscene (including pornographic material), offensive or abusive language or material.
- d. Constitutes or is capable of constituting a criminal offence, whether in the United Kingdom or elsewhere; or
- e. In our reasonable opinion, may adversely affect the manner in which we carry out our business.
- f. You should refrain from downloading music, video, pictures, text and other content (Works) unless you are certain that you have the permission of the owner of the Works to do so. Without such permission you may be in breach of the owners' right in copyright (or otherwise) to the Works that you have downloaded.
- g. We may terminate or temporarily suspend the Service if we believe that you are in breach of any of the provisions of this agreement.

13.3 Our Use of your Information

- a. If you tick the box entitled "I would like to receive marketing communications" on the registration page you agree that we are permitted to send to you by e-mail promotional and marketing material related to Luxury Travel Emporium properties. You can withdraw this permission at any time by emailing info@luxurytravelemporium.com or via the unsubscribe button in our emails. We will never pass on your contact details to third parties
- b. We will comply with the provisions of the Data Protection Act 1998 (and any replacement legislation or regulation that may be in force from time to time in connection with all personal data that we possess.
- c. We may from time to time be obliged to cooperate with law enforcement authorities and rights-holders in the investigation of any suspected or alleged illegal activity by you; this may include (without limitation) the disclosure the personal information that we hold about you.

13.4 Other Terms

- a. You agree to compensate us fully for any claims or legal action made or threatened against us by someone else because you have used the Service in breach of these terms and conditions.
- b. LIMITATION OF LIABILITY. We do not limit our responsibility for fraudulent misrepresentation or if you are injured or die as a result of our negligence. However, in using the Service you accept the nature of it and the limitations set out in these terms therefore further accept that we are not liable to you for any direct financial loss, loss of profit,

revenue, time, anticipated savings or profit or revenue, opportunity, data, use, business, wasted expenditure, business interruption, loss arising from disclosure of confidential information, loss arising from or in connection with use of the Service or inability to use or access the Service or a failure, suspension or withdrawal of all or part of the Service at any time or damage to physical property or for any other similar direct loss that may arise in relation to this agreement whether or not we were advised in advance of the possibility of such loss or damage.

c. We agree that agreement does not allow either party to act as, or hold themselves out as, acting as an agent of the other party. The terms of this agreement are not enforceable by a third party under the Contracts (Rights of Third Parties) Act 1999.

d. This agreement is governed by the law of England and Wales and is subject to the non-exclusive jurisdiction of the English courts.

14. Access:

Guests must allow reasonable access to the property by the Owner / Agent for maintenance given reasonable notice.

15. Wildlife:

Many of our properties are in beautiful rural areas. Please therefore expect to meet some wildlife, including the odd spider, mouse, bird, fly, bee, wasp or other creature, which may make their way into a property unbeknownst to the owner. Spiders in particular are not considered to be a pest and consume up to 2000 other insects per year.

If this is likely to be a problem, it would be best not to book. If any of these creatures are encountered, do not panic, but contact the property maintenance company (details are in the welcome pack within the property) in a calm and reasonable way, but only if the creatures become a serious menace. Otherwise, please just open a window or a door and let them out (as this is usually what they prefer!).

We reserve the right to take no action if we do not consider the existence of the wildlife to be a serious threat to health.

16. Complaints:

Luxury Travel Emporium inspect the standard of facilities in all properties on a regular basis but cannot accept responsibility for any changes made by our property maintenance providers since the last inspection, or failure by the property maintenance providers to keep the property dry, clean, and in good repair or to have all the items mentioned on the website.

It is essential that you contact our property maintenance providers during your stay (details are listed in the welcome folder in the property) with any complaints, or reasonable requests so that they are able to help rectify your complaint / accommodate your request in reasonable time during your stay. They are locally based and operate extended hours to assist in such requests. Complaints received after departure cannot be accepted as the Owner thereby has no opportunity to resolve the complaint at the time.

The Owner or Agent cannot be held responsible for any perceived inadequacies in any of the properties. Property descriptions and all details both written and verbal are given in good faith and believed to be correct, but interpretation thereof can be subjective and as such, their accuracy cannot be guaranteed. Property details may vary over time from photographs and descriptions on the websites.

17. Disputes:

No complaints can be considered unless notified during the Guests' stay in the property. It is the duty of Guests to minimize any loss to them and therefore it is their responsibility to inform the owner at the earliest possible opportunity of any problem.

Accidents howsoever caused during the holiday are not the liability of the Owner. However, the responsibility for the upkeep of the property and any relevant Health and Safety considerations lies with the Owner and the property maintenance provider. Complaints received after departure cannot be accepted as the Owner thereby has no opportunity to resolve the complaint at the time.

18. Liability:

The Owner / Agent cannot accept responsibility for any material loss, damage, additional expense or inconvenience directly or indirectly caused by, or arising out of the property, its plumbing, gas, electrical services or exceptional weather.

No responsibility is accepted for loss or damage of property, (including pets), vehicles or vehicle contents belonging to the guest or any member of the party during their occupancy.

The maximum liability accepted by the Owner / Agent will be the total cost of the holiday as paid by the guest to the Owner / Agent. No other expenses such as travelling costs or alternative accommodation will be accepted.

19. Cancellation by Owner:

The agent/owner reserves the right to refuse any booking and to cancel any bookings already made if the property is unavailable (for example through fire, flood, etc) for any reason whatsoever, subject to a full refund of all monies paid (but no further liability). Neither the Owner nor the Agent shall be under any other liability if such cancellation occurs. Note: in the unlikely event of a cancellation the Owner / Agent will make every possible effort to secure alternative accommodation if required.

20. No Smoking Policy:

Luxury Travel Emporium Ltd has a strict No Smoking Policy within all our properties. The MINIMUM charge for violation will be equal to the Security Deposit amount to cover deep cleaning.

Any damage to furnishings, carpets, curtains, blinds, or any internal object will be charged for, at the cost of a new replacement, or of equal quality to that damaged, should the original item not be available to replace with an exact replacement.

If it is necessary to redecorate all or part of the property, or order / fit new carpets, You will be invoiced for the full cost of materials and labour, plus compensation for any days we need to close the property to make the repair, plus cost of alternative accommodation if we need to relocate future booked Guests, plus a compensation cost for our time and inconvenience arranging such repairs.

It is the responsibility of the lead booker to ensure that all guests are made aware of, and adhere to our No Smoking Policy, as the Policy applies to the entire Booking and not to individual guests.

21. Force Majeure:

The Owner or Agent cannot accept responsibility or liability for any alterations, delay or cancellation, or any other loss or damage caused by war, civil strife, terrorist action, industrial disputes, fire, sickness, bad weather, epidemics, acts of any government or public authority, or any other event outside our control.

22. Waiver:

The failure of the Owner to enforce or exercise, at any time or for any period of time, any term of, or any right pursuant to this agreement does not constitute and shall not be construed as a waiver of such term or right.

23. Miscellaneous:

The Guest agrees that the contract with the owner is made at the Owners' premises and that any proceedings between the parties shall be conducted in the County Court nearest to the owner.

Luxury Travel Emporium is a trading name of Luxury Travel Emporium Limited. 8 Thornton's Arcade, Leeds, West Yorkshire, England, LS1 6LQ

These booking conditions supersede all previous issues.

Use of our Sites (which include our website, mobile sites, social media channels etc.) and other and services are bound in accordance with our website [Terms and Conditions](#), this Rental Agreement and our [Privacy Policy](#) which outlines how we use and protect your data in delivery of these services.

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