

TERMS AND CONDITIONS FOR HOLIDAY LETTING

NUGENT SMITH LTD

OUR TERMS

1. DEFINITIONS

- 1.1 When the following words with capital letters are used in these Terms, this is what they will mean:
- (a) **Event Outside Our Control:** is defined in clause 8.2;
 - (b) **Order:** your order for Services made on Our booking form;
 - (c) **Property:** the property in relation to which the Services are provided;
 - (d) **Services:** the holiday stay services that We are providing to you as set out in the Order;
 - (e) **Terms:** the terms and conditions set out in this document, together with our Terms of Use of our Website, Privacy Policy and Acceptable use Policy; and
 - (f) **We/Our/Us:** Nugent Smith Ltd. Convention House, St Mary's Street, Leeds, LS9 7DP (Company No 8135137).
- 1.2 When We use the words "writing" or "written" in these Terms, this will include e-mail unless We state otherwise.

2. OUR CONTRACT WITH YOU

- 2.1 These are the terms and conditions on which We supply Services to you.
- 2.2 Please ensure that you read these Terms carefully, and check that the details on the Order and in these Terms are complete and accurate, before you sign and submit the Order. If you think that there is a mistake, please contact Us before your stay. Otherwise you will be deemed to have accepted the same.
- 2.3 When you sign and submit the Order to Us, this does not mean We have accepted your order for Services. Our acceptance of the Order will take place as described in clause 2.4. If We are unable to supply you with the Services, We will inform you of this in writing.
- 2.4 These Terms will become binding on you and Us when We issue you with a written confirmation of acceptance of an Order, at which point a contract will come into existence between you and Us. Our written acceptance may include key collection details, your arrival date, departure date, and a contact name.
- 2.5 If any of these Terms conflict with any term of Our written confirmation of acceptance of your Order, the Order will take priority.

2.6 We shall assign an order number to the Order and inform you of it when We confirm the Order. Please quote the order number in all subsequent correspondence with Us relating to the Order.

2.7 Your Order is made as a consumer for the purpose of a holiday as mentioned in the Housing Act 1988 Schedule 1 paragraph 9. You acknowledge that this does not constitute an assured tenancy and that no periodic tenancy will arise on your vacation of the Property.

3. CHANGES TO ORDER OR TERMS

3.1 We may revise these Terms from time to time including but not limited to in the following circumstances:

- (a) changes in how We accept payment from you;
- (b) changes in relevant laws and regulatory requirements.

3.2 If We have to revise these Terms under clause 3.1, We will endeavour to give you reasonable notice of any changes before they take effect. You can choose to cancel the contract in accordance with clause 9.

3.3 You may make a change to the Order for Services at any time before the start date for the Services by contacting Us in writing or by email to the address shown on Our written confirmation. Where this means a change in the total price of the Services, We will notify you of the amended price in writing. If you wish to cancel an Order before it has been fulfilled, please see your right to do so in clause 9.

4. PROVIDING SERVICES

4.1 We will supply the Services to you in respect of the dates agreed between Us in writing.

4.2 We will make every effort to provide the Services on time. However, there may be delays due to an Event Outside Our Control. See clause 8 for Our responsibilities when an Event Outside Our Control happens.

4.3 We may need certain information from you that is necessary for Us to provide the Services, for example, confirmation you have adequate travel and health insurance in place. We may contact you about this. If you do not, after being asked by Us, provide Us with this information, or you provide Us with incomplete or incorrect information, We may make an additional charge of a reasonable sum to cover any extra work that is required. We will not be liable for any delay or non-performance where you have not provided this information to Us after We have asked.

4.4 We may have to suspend the Services if We have to deal with technical problems, or to make improvements agreed between you and Us in writing to the Property. We will let you know in advance where this occurs, unless the problem is urgent or an

emergency. You do not have to pay for the Services while they are suspended under this clause 4.4 but this does not affect your obligation to pay for any invoice We have already sent you.

- 4.5 If you do not pay Us for the Services when you are supposed to as set out in clause 6.3, We may suspend the Services with immediate effect until you have paid Us the outstanding amounts (except where you dispute an invoice under clause 6.6). This does not affect Our right to charge you interest on any sums not paid on time.

5. IF THERE IS A PROBLEM WITH THE SERVICES

- 5.1 Every effort will be made to ensure you have an enjoyable and memorable holiday. In the unlikely event that there are any problems with the Services or the Property:

- (a) please contact Us and tell Us as soon as reasonably possible;
- (b) please give Us a reasonable opportunity to repair or fix any problems; and
- (c) we will use every effort to repair or fix the problem as soon as reasonably practicable.
- (d) Defects of a transient nature cannot possibly be repaired or fixed unless you tell Us during your residence in the Property.
- (e) You will not have to pay for Us to repair or fix a problem with the Services or Property under this clause 5.1 unless you have breached any term of the Contract.
- (f) If a defect cannot be repaired or fixed during your holiday, please write to Us with full details within 28 days of your vacating the Property and we shall use all reasonable endeavours to investigate the problem.

- 5.2 As a consumer, you have legal rights in relation to Services not carried out with reasonable skill and care. Advice about your legal rights is available from your local Citizens' Advice Bureau or Trading Standards office. Nothing in these Terms will affect these legal rights.

6. PRICE AND PAYMENT

- 6.1 The price of the Services will be set out in Our written confirmation of acceptance of your Order. Our prices may change at any time, but price changes will not affect Orders that We have confirmed with you.

- 6.2 These prices include VAT.

- 6.3 Before We confirm acceptance of your Order We require you to make an initial deposit of 50% (unless otherwise agreed) of the price of the Services. We will invoice you for the balance of the Services and a security deposit any time before We perform the Services. You must pay your invoice in cleared funds at least eight weeks prior to your arrival date, as set out in Our written confirmation of

acceptance of your Order. Your rights to a refund on cancellation are set out in clause 9.

- 6.4 We will hold the security deposit to be applied against any reasonable costs, such as cleaning and/or replacement of property, furnishings, fixtures and fittings. We will return the security deposit to you within 14 days of the return of the keys to us (less any deductions in accordance with this clause 6.4).
- 6.5 If you do not make any payment due to Us by the due date for payment, We may treat your Order as cancelled by you.
- 6.6 However, if you dispute an invoice in good faith and contact Us to let Us know promptly after you have received an invoice that you dispute it, clause 6.5 will not apply for the period of the dispute.

7. OUR LIABILITY TO YOU

- 7.1 If We fail to comply with these Terms, We are responsible for loss or damage you suffer that is a foreseeable result of Our breach of the Terms or Our negligence, but We are not responsible for any loss or damage that is not foreseeable. Loss or damage is foreseeable if they were an obvious consequence of our breach or if they were contemplated by you and Us at the time we entered into this contract. Unless stated otherwise, our total liability is capped to the total sum paid by You to Us.
- 7.2 We only supply the Services for domestic and private use. You agree not to use the Services for any commercial, business or re-sale purpose, and We have no liability to you for any loss of profit, loss of business, business interruption, or loss of business opportunity.
- 7.3 We do not exclude or limit in any way Our liability for:
- (a) death or personal injury caused by Our negligence or the negligence of Our employees, agents or subcontractors;
 - (b) fraud or fraudulent misrepresentation;
 - (c) breach of the terms implied by section 2 of the Supply of Goods and Services Act 1982;
 - (d) breach of the terms implied by sections 3, 4 and 5 of the Supply of Goods and Services Act 1982.
- 7.4 As a holiday letting, this agreement is an excluded Agreement for the purpose of the Protection from Eviction Act 1977.
- 7.5 Any concierge services requested by you from the Fixer (UK) Ltd are governed by separate contractual Terms between You and The Fixer (UK) Ltd. We make no warranties or representations in relation to such Services and accept no liability in relation to the same.

7.6 Where we are not the Landlord/owner of the Property, we accept no liability in relation to the Property howsoever arising.

8. EVENTS OUTSIDE OUR CONTROL

8.1 We will not be liable or responsible for any failure to perform, or delay in performance of, any of Our obligations under these Terms that is caused by an Event Outside Our Control.

8.2 An Event Outside Our Control means any act or event beyond Our reasonable control, including without limitation strikes, lock-outs or other industrial action by third parties, civil commotion, riot, invasion, terrorist attack or threat of terrorist attack, war (whether declared or not) or threat or preparation for war, fire, explosion, storm, flood, earthquake, subsidence, epidemic or other natural disaster, or failure of public or private telecommunications networks.

8.3 If an Event Outside Our Control takes place that affects the performance of Our obligations under these Terms:

- (a) We will contact you as soon as reasonably possible to notify you; and
- (b) Our obligations under these Terms will be suspended and the time for performance of Our obligations will be extended for the duration of the Event Outside Our Control. Where the Event Outside Our Control affects Our performance of Services to you, We will endeavour to rearrange the Services as soon as reasonably possible after the Event Outside Our Control is over.

9. YOUR RIGHTS TO CANCEL AND APPLICABLE REFUND

9.1 Before your arrival date, you have the following rights to cancel an Order for Services:

- (a) within seven days of receiving our written confirmation of acceptance of your Order, in which case we will refund any money you have paid to Us;
- (b) more than eight weeks prior to your arrival date, in which case we will retain the initial deposit and refund 50% of the balance of the price of the Services;
- (c) between four and eight weeks prior to the arrival date, in which case we will retain the initial deposit and refund 25% of the balance of the price of the Services;
- (d) less than four weeks prior to the arrival date, in which case we will retain the initial deposit and the balance of the price of the Services;
- (e) Where you have cancelled an Order because of Our failure to comply with these Terms.

- 9.2 The security deposit will be refunded for all cancellations where We have received advance written notice of cancellation from you. We will confirm all cancellations in writing. You must notify Us of all cancellations verbally (by telephone) and in writing for such cancellation to take effect.

10. OUR RIGHTS TO CANCEL AND APPLICABLE REFUND

- 10.1 We may cancel or vary an Order for Services before the Services start due to an Event Outside Our Control or the unavailability of key personnel or key materials without which We cannot provide the Services. We will promptly contact you if this happens.
- 10.2 If We cancel an Order under clause 10.1 and you have made any payment in advance for Services that have not been provided to you, subject to any other terms herein, We will refund these amounts to you.
- 10.3 Once We have confirmed acceptance of an Order to you, We may cancel the contract for the Services at any time by providing you with reasonable notice in writing. If you have made any payment in advance for Services that have not been provided to you, We will refund these amounts to you.

11. OUR OBLIGATIONS

Save where we are not the Property owner (in which case we shall use all reasonable endeavours to arrange for the Landlord to give the obligations set out under Clause 11):

- 11.1 We will pay all the water, sewage, electricity, and oil charges and any rates in respect of the Property.
- 11.2 We will keep the Property and its contents insured at all times against loss or damage by fire or any other risks that We decide to insure against from time to time at our absolute discretion.
- 11.3 We will permit you to hold and enjoy the Property during the term of the agreement without any interruption or disturbance from or by Us, except in the case of an emergency or as otherwise set out herein.

12. YOUR OBLIGATIONS

- 12.1 You must not make any alterations or additions to the Property or its furnishings, fixtures and fittings.
- 12.2 You must not deface the Property or permit or suffer it to be defaced internally or externally.

- 12.3 You must keep the Property and its furnishings, fixtures and fittings in their present state of repair and condition. You must replace with similar articles of at least equal value any articles that are found to be missing, destroyed or so damaged as to be incapable of being restored. This clause extends to kitchen utensils, crockery, glasses, carpets, rugs and beds.
- 12.4 You must not move any items of furniture from room to room or from the Property, and you must not disconnect any electrical appliances. You also must not remove any mattress or pillow protectors from the beds.
- 12.5 You must take all reasonable steps to safeguard your personal property (for which we accept no liability) and to ensure that all members of your party are covered by comprehensive travel and health insurance with a reputable insurer.
- 12.6 You must keep communal areas of the Property clean and tidy at all times.
- 12.7 You must ensure that external access gates to the Property and communal areas are securely closed at all times.
- 12.8 You must allow Us to enter the Property at all reasonable times with all necessary workmen and appliances, upon giving 24 hours notice, except in the case of an emergency.
- 12.9 You must not do anything or suffer or permit anything to be done as a result of which any policy or insurance held by Us on the Property may become void or voidable or subject to an increased rate of premium.
- 12.10 You must ensure that the contents of your Order and our written confirmation of acceptance of your Order, are accurate. You agree to notify us of any omissions or inaccuracies upon receipt.
- 12.11 You must promptly report any breakages, damages or spills person whose details are given on our written confirmation so that appropriate action can be taken

13. USE OF THE PROPERTY

- 13.1 You must not allow more people to stay in the Property than expressly stated in your Order.
- 13.2 You must not take a pet or any animal into the Property.
- 13.3 You must not allow smoking in the Property, which is prohibited. You must not do anything that could create a fire hazard.
- 13.4 You must not do anything on or in connection with the Property that may be a nuisance, annoyance or cause damage to Us or to any neighbour or adjoining property or its owners, or allow anyone else to do so.

- 13.5 You must not use the Property or any part of it for any illegal or immoral purpose, or to allow anyone else to do so.
- 13.6 You must put all litter / rubbish in black bags before you vacate the Property.
- 13.7 You must not play any musical instrument or device that may create disturbance and must not allow noise from a radio, television set, compact disc, tape or record player or sound production system of any kind or any machine or equipment that could be heard outside the Property after 23:00 hours or before 07:00 hours.

14. ARRIVAL AND DEPARTURE

- 14.1 You can arrive at the Property any time between 16:00 hours and 20:00 on your arrival date, unless otherwise agreed. If your arrival will be delayed please contact the person whose details are on your written confirmation so that alternative arrangements can be made. If you fail to do so you may not be able to gain access to the Property. If you fail to arrive by midday on the day after your arrival date and you have not advised the contact of your delay then we may treat the booking as having been cancelled by you.
- 14.2 You must depart the Property by 10:00 hours on your departure date, unless otherwise agreed.
- 14.3 On your departure date you must deliver up the keys to the contact on your written confirmation.

15. INFORMATION ABOUT US AND HOW TO CONTACT US

- 15.1 We are a company registered in England and Wales. Our company registration number is 8135137 and Our registered office is at Convention House, St Mary's Street, Leeds, LS9 7DP.
- 15.2 If you have any questions or if you have any complaints, please contact Us. You can contact Us by telephoning Our customer service team at 01904 211112 or by e-mailing Us at bookings@nugent-smith.co.uk.
- 15.3 If you wish to contact Us in writing, or if any clause in these Terms requires you to give Us notice in writing (for example, to cancel the contract), you can send this to Us by e-mail, by hand, or by pre-paid post to Nugent Smith Ltd. at Blake House, 18 Blake Street, York, YO1 8QH. We will confirm receipt of this by contacting you in writing. If We have to contact you or give you notice in writing, We will do so by e-mail, by hand, or by pre-paid post to the address you provide to Us in the Order.

16. HOW WE MAY USE YOUR PERSONAL INFORMATION

- 16.1 We will use the personal information you provide to Us to:

- (a) provide the Services;
- (b) process your payment for such Services; and
- (c) inform you about similar products or services that We provide, but you may stop receiving these at any time by contacting Us.

16.2 We will not give your personal data to any other third party, save to the Property owner.

17. OTHER IMPORTANT TERMS

17.1 We may transfer Our rights and obligations under these Terms to another organisation, and We will always notify you in writing if this happens, but this will not affect your rights or Our obligations under these Terms.

17.2 You may only transfer your rights or your obligations under these Terms to another person if We agree in writing.

17.3 This contract is between you and Us. No other person shall have any rights to enforce any of its terms.

17.4 Each of the paragraphs of these Terms operates separately. If any court or relevant authority decides that any of them are unlawful, the remaining paragraphs will remain in full force and effect.

17.5 If We fail to insist that you perform any of your obligations under these Terms, or if We do not enforce Our rights against you, or if We delay in doing so, that will not mean that We have waived Our rights against you and will not mean that you do not have to comply with those obligations. If We do waive a default by you, We will only do so in writing, and that will not mean that We will automatically waive any later default by you.

17.6 These Terms are governed by English law. You and We both agree to submit to the non-exclusive jurisdiction of the English courts.

17.7 In these Terms a reference to any legislative provision includes any lawful amendment or re-enactment of it.