

Terms and Conditions

HYGGE PROPERTY TRADING LIMITED Booking Terms and Conditions

By booking accommodation through HYGGE PROPERTY TRADING LIMITED you are agreeing to the following terms and conditions.

1. Definitions

1.1. HYGGE PROPERTY TRADING LIMITED is a Limited Company registered in England and Wales number 11507884 of 58 James Clarke Road, Winsford, United Kingdom, CW7 2GU.

1.2. References to you or your means the person or organisation making the booking through HYGGE PROPERTY TRADING LIMITED.

1.3. The Supplier means the organisation, individual, partnership or company which supplies the accommodation. In this case, the supplier is HYGGE PROPERTY TRADING LIMITED.

2. The Booking

2.1. Your booking is with the Supplier. HYGGE PROPERTY TRADING LIMITED acts as an agent for the Supplier in facilitating a booking through this website, by email or telephone and your contract for the booking will be between you and the Supplier in accordance with these terms.

2.2. These terms apply to bookings made via the HYGGE PROPERTY TRADING LIMITED website, other online travel agents (such as Booking.com, Airbnb, Expedia), by email or telephone or in person with HYGGE PROPERTY TRADING LIMITED.

2.3. Your booking is confirmed and a legal contract concluded once your payment has been successfully made. No booking is made or contract concluded when payment is declined or unauthorised.

2.4. You agree that the booking is for a short term stay for leisure, business or temporary purposes and does not give rise to an assured shorthold tenancy or lease and is an excluded agreement within the meaning of s.3A(7)(a) of the Protection from Eviction Act 1977.

2.5. Bookings can be for any length so long as the property is not used as your principal private residence i.e you own or rent another property which is your main residence.

2.6. Bookings may only be made by a person aged 18 or above and there must be at least one person aged 18 or above staying in the accommodation.

2.7. You may not re-sell or re-assign your booking to any other person or organisation except with the express authority of the Supplier.

3. Payment and Cancellations

3.1. All payments shall be made by Credit or Debit Card. HYGGE PROPERTY TRADING LIMITED does not charge booking fees or credit or debit card fees.

3.2. Full payment is required upon booking unless expressly agreed otherwise by the Supplier. HYGGE PROPERTY TRADING LIMITED shall supply an invoice if requested.

3.3. The total price for your entire stay will be presented to you before you confirm your booking and make payment. Pricing is dynamic and therefore the price for the same or similar accommodation may vary over time after your booking is made. This does not confer upon HYGGE PROPERTY TRADING LIMITED any right to require additional payment where the price increases and does not confer any right on you to a discount if the price decreases.

3.4. The following cancellations provisions apply unless specified otherwise in the reservation information provided prior to booking or where booked through an online travel agent.

3.5. If you cancel your booking within 60 days or more of your arrival, you will be entitled to a 100% refund of the total booking amount. If you cancel your booking within 15 days or more of your arrival, you will be entitled to a 50% refund of the total booking amount. If you cancel your booking within 14 days of arrival, you will not be entitled to a refund.

3.6. The Supplier reserves the right to cancel bookings within 7 days of the first day of the reservation where it is necessary due to reasons outside of the Supplier's reasonable control or in the event of an overbooking due to delays or errors within the booking system. In the event of such cancellation you will receive a full refund.

4. Your stay

4.1. Check-in time and check-out time shall be detailed in the reservation information unless expressly agreed by the Supplier otherwise. The Supplier may request an additional payment for early check-in or later check-out. Information on the check-in and check-out procedure and access to the accommodation will be provided separately.

4.2. You may be asked to provide proof of identification (ID) of the lead guest to be presented electronically in the form of a valid passport or driving license, along with the debit/credit card that was used for booking. HYGGE PROPERTY TRADING LIMITED reserves the right to refuse entry and cancel any bookings for failure to present suitable ID.

4.3. It is assumed that all guests have carefully considered any special requirements or needs that they may have (including but not limited to; hearing, vision, touch, stability, mental state), and that they should consider the suitability of travelling on their own and staying in an unmanned serviced apartment. For any guests with such needs, we would always recommend a hotel as being a better alternative, being better equipped to look after their needs. i.e. they would have been noticed at the reception desk during check in

and staff could be available to check on them (including but not limited to events such as; fire, flood, natural disaster).

4.4. Car parking is provided for FREE (where applicable and available). If there is no parking at the property booked, this will be advised in the property description and details of nearby car parks can be provided upon request. All vehicles and their contents are left entirely at their owner's risk. We will not be liable for the theft of or damage to your vehicle or its contents.

4.5. Your booking is for serviced accommodation rather than a hotel or guest house service (unless expressly specified otherwise). The Supplier does not provide meals or newspapers.

4.6. Included in your room/apartment will be linen and towels. A cleaning service is provided only at the end of the stay unless otherwise requested or unless the stay is for longer than 1 week. Further information is available on request.

4.7. Your accommodation will also include a supply of coffee, tea and long life milk.

4.8. You are responsible for the conduct of all persons staying within the accommodation and shall ensure that they comply with these terms and conditions. In particular you and your guests must not:

4.8.1. Smoke in the premises. All rooms and common spaces in our accommodation is strictly non-smoking – you and other guests may only smoke outside of the premises but must not leave cigarette ends on the floor;

4.8.2. Bring any pets into the premises, with the exception of assistance dogs or unless expressly agreed by the Supplier;

4.8.3. Bring any potentially dangerous or hazardous materials or equipment onto the premises;

4.8.4. Tamper with any fire alarms or emergency equipment; 4.8.5. Remove, damage or destroy any Supplier property; 4.8.6. Use the property for any business purposes whatsoever;

4.8.7. Use any technology provided by the Supplier to download or access any unlawful or obscene material;

4.8.8. Cause unreasonable disturbance to neighbours, our other guests or any member of the Supplier's staff;

4.8.9. Make excessive noise at any time but particularly after 10pm especially from TV's and other electronic devices;

4.8.10. Have parties, hen parties or stag parties in the property;

4.8.11. Fail to return your room keys/fobs/cards at the end of your stay as, in the interests of security, the Supplier may have to replace the corresponding locks;

4.8.12. Leave the property in an unclean or untidy condition (for example, excessive rubbish or washing up, unclean/untidy appearance etc which will require additional cleaning time and resources)

4.6 HYGGE PROPERTY TRADING LIMITED has the right to terminate a booking at any time on the grounds of partying, playing loud music, general nuisance behaviour, abusive to staff or other guests, mistreatment of the apartment, non-payment or criminal activity on the part of those occupying the apartment or their guests. In such circumstances, HYGGE PROPERTY TRADING LIMITED is not obliged to provide or locate alternative accommodation. The period of notice is at the discretion of HYGGE PROPERTY TRADING LIMITED.

5. Damage, theft and costs

5.1. HYGGE PROPERTY TRADING LIMITED reserves the right, on behalf of the Supplier, to charge to the credit/debit card used for payment or any other card used to provide security.

5.2. As a guide, additional charges include, but are not limited to the following:

	Item	Charge
1	Smoking or taking drugs within the property (or evidence of this)	£150 (plus any additional cleaning required)
2	Damages	£25 (minimum charge)
3	Lost, damaged, unreturned or late returned keys, fobs or parking permits	£100
4	Missing items	Dependent on cost of missing item (min. charge £25)
5	Extra Cleaning	£25 (minimum charge)
6	Non-emergency call outs	£50 (minimum charge)
7	Over-occupancy	£50 per additional person
8	Unreasonable/excessive washing up	£25 (minimum charge)
9	Clearing up of excessive rubbish or waste	£25 (minimum charge)
10	Late check-out	£50 (minimum charge)
11	Pet evidence	£150 (plus any additional cleaning required)
12	Antisocial behaviour and noise disturbance	£250

13	Security deposit	£100 (minimum charge)
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5.3. Such costs may be charged on check-out but HYGGE PROPERTY TRADING LIMITED reserves the right to apply such charges to your card at a later date where necessary.

5.4. Where we are unable for any reason to apply such a charge against your credit/debit card then an invoice will be sent to you and which you agree to pay within 14 days of receipt.

5.5. HYGGE PROPERTY TRADING LIMITED or the Supplier will provide a receipt upon request including a break-down of costs for all additional charges made to your credit or debit card.

6. Privacy, Data Protection and Credit/Debit Card Security

6.1. HYGGE PROPERTY TRADING LIMITED processes information about you that you provide when making a reservation in accordance with our privacy policy (please visit our website for policy- www.hyggehomes.uk). By providing this information you consent (on your behalf and on behalf of each member of your group) to such processing and you warrant that all information provided by you is accurate.

6.2. You should note that Suppliers are required by law to maintain a register of all guests' names and nationality (to be taken on arrival) and to keep such details on file for at least 12 months from the date of arrival. In addition, for guests who are not of British, Irish or Commonwealth nationalities Suppliers are required to take details of your passport or other travel documentation and the address of your next destination.

6.3. For full details on how we collect, use and store personal data including the use of cookies please see our full privacy and cookie policy on our website.

6.4. We use a secure third party service to process card payments (www.stripe.com/gb). This service is PCI-DSS compliant and allows us to make charges to your credit and debit card in accordance with these terms. We do not make or store any copy of your card details in our own systems or elsewhere. You can read the privacy policy of the third party provider here: www.stripe.com/gb/privacy.

7. Enquiries

7.1. HYGGE PROPERTY TRADING LIMITED will seek to respond to or resolve any reasonable enquiry you may direct to it in relation to your booking, however HYGGE PROPERTY TRADING LIMITED shall

not be liable for any delay in or failure to respond to or resolve an enquiry raised directly with itself.

8. Complaints

8.1. HYGGE PROPERTY TRADING LIMITED wants to ensure that you have an enjoyable stay.

8.2. If you have a problem during your stay please talk to any member of the Supplier's staff who will be able to help you.

8.3. If the Supplier is unable to informally resolve any complaint you have at the time of your stay then you may submit a formal complaint in accordance with this procedure. Formal complaints should be submitted in writing to the Supplier email or postal address provided in the reservation information and booking confirmation. Please provide as much information as possible in order that the Supplier may properly investigate your complaint.

8.4. Your complaint will be dealt with by an appointed member of the HYGGE PROPERTY TRADING LIMITED management team. HYGGE PROPERTY TRADING LIMITED aims to respond to formal complaints within 2 working days but if this will not possible HYGGE PROPERTY TRADING LIMITED will notify you of this and of when it expects to respond. HYGGE PROPERTY TRADING LIMITED will set out the outcome to your complaint in writing.

Email address: info@hyggehomes.uk

Postal address: 58 James Clarke Road, Winsford, United Kingdom, CW7 2GU

8.5. HYGGE PROPERTY TRADING LIMITED reserves the right to reject without further investigation any vexatious complaint or complaint made in bad faith.

9. Limitation of Liability

9.1. HYGGE PROPERTY TRADING LIMITED endeavours to ensure that all information provided prior to, during and after your booking has been made is accurate but shall not be responsible for any incorrect or missing information regarding the accommodation or booking.

9.2. The liability of the Supplier to you under these terms and conditions shall be limited to the total value of your booking (unless the Hotel Proprietor's Act 1956 applies, in which case the Supplier's liability will be limited to the maximum prescribed under that Act) except where such loss is caused by the Supplier's negligence, in which case it shall be limited to any direct and reasonably foreseeable loss suffered by you.

9.3. The Supplier shall not be liable in any circumstances to you for any consequential or indirect loss including loss of profit, data, management time, reputation or goodwill.

9.4. The Supplier shall not be liable for any damages or loss caused by conditions or events beyond its control including, but not limited to:

9.4.1. Strike, lockout or other labour dispute affecting the employees of the Supplier; 9.4.2. Acts of God;

9.4.3. Natural disasters;

9.4.4. Acts of war or terrorism;

9.4.5. Act or omission of government, highway authorities or telecommunications carrier, operator or administrator;

9.4.6. Delay in manufacture, production or supply by third parties of equipment or services required for the performance of the Services or production and supply of the Goods;

9.5. Nothing in this clause or these terms shall limit HYGGE PROPERTY TRADING LIMITED's liability for death or personal injury or in respect of fraudulent misrepresentation.

10. Severability

10.1. If any provision or provisions of these terms and conditions shall be held to be invalid, illegal, unenforceable or in conflict with the law of any jurisdiction, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.

11. Waiver

11.1. The failure of any party at any time to require performance of any provision or to resort to any remedy provided under these terms and conditions shall in no way affect the right of that party to require performance or to resort to a remedy at any time thereafter, nor shall the waiver by any party of a breach be deemed to be a waiver of any subsequent breach. A waiver shall not be effective unless it is in writing and signed by the party against whom the waiver is being enforced.

12. Entire Agreement

12.1. These terms and conditions constitutes the entire agreement of the parties and supersedes all prior communications, understandings and agreements relating to the subject matter hereof, whether oral or written.

13. Third party rights

13.1. The Supplier shall be entitled to enforce its rights under this Agreement against you or any person staying at or using the accommodation.

13.2. Otherwise, nothing in this Agreement is intended to, nor shall, confer any rights on a third party unless expressly provided otherwise.

14. Jurisdiction

14.1. This Agreement shall be construed in accordance with English Law and the Courts of England and Wales shall have exclusive jurisdiction in so far as any matter arising from this Agreement is required to be referred to a court of law.

Lead Guest Full Name:

Lead Guest Email Address:

Lead Guest Signature:

Blake Bettley Director

