



F I F T Y T W O
L U X U R Y L I V I N G

1. General

52 Old Elvet is a luxury city centre Durham Letting situated in the heart of Durham City at 52 Old Elvet, Durham, DH1 3HN.

The Rental of the property is directly between the management agent through the trade name PSB52 Ltd and you (the guest).

Bookings can be made online, by email or by telephone.

The property is to be used solely as an extended term residential let. It must only be occupied up to the number of people specified in the booking confirmation and we reserve the right to refuse admittance if these terms are not observed and will treat the hire cancelled and any deposit forfeited.

The apartment is no smoking and we do not accept hen or stag parties.

2. Duration and Times of Rental

Bookings are to start on the check in date and end on the check out date. The period booked will be stated on the confirmation sent by email to the Guest when they book (Booking Confirmation). The period booked cannot be exceeded unless PSB52 Ltd gives written approval. The Guest will be liable for any cost, of whatever nature, incurred because of an unauthorised extension.

Check-in is available from 2pm up until 8pm on the date of arrival and the Guest should check-out by 10am on the departure date. However if other bookings permits it might be possible to vary the check-in / out times so please contact Daniel Webb on 0750 495 4599 to discuss this beforehand.

3. Final Payment

Unless otherwise agreed by PSB52 Ltd in writing (and subject to section 5 - 'Price Changes' below) the price to let 52 Old Elvet shall be the rent for the property set out in the website www.52OldElvet.com at the time of booking.

Subject to the Cancellation Provision set out in section 4 below, as soon as the booking is accepted by PSB52 Ltd and Guests are in receipt of the Booking Confirmation, the Guest is liable for payment of the balance of the rent.

Payment of the rent is payable 8 weeks before the arrival date and non-payment by this due date may at the sole discretion of PSB52 Ltd treat the non-payment as notice of cancellation.

If the payment is not received by the due date and in accordance with the preceding paragraph PSB52 Ltd have treated the non-payment as a cancellation of the booking any deposit paid by the Guest shall be non-refundable.

PSB52 Ltd shall not be responsible for sending reminders of the due date. The due date will be clearly set out in the Booking Confirmation.

4. Cancellations

We recommend that you take out cancellation insurance when you book. If you cancel before your arrival date we will try to re-let the property and if we're able to do this we will return your reservation fee less an administration charge of £25.

Once a booking has been confirmed by PSB52 Ltd, the booking can only be cancelled with the written agreement of PSB52 Ltd.

If you wish to cancel the booking, the Guest must notify PSB52 Ltd in writing.

A booking can only be cancelled prior to the start of the letting.

In the event that a cancellation is made then a cancellation charge is payable depending on the number of days before the confirmed arrival date PSB52 Ltd have received the Guests written notice of cancellation. The Cancellation Charge (as a percentage of the rental cost) is set out below:

0 to 13 days.	100%
14 to 27 days.	75%
28 to 55 days.	60%
56 days or more.	25%

5. Price Changes

PSB52 Ltd reserves the right to amend prices on the website due to errors or omissions but such changes shall be notified to the Guest as soon as possible and the Guest shall be able to cancel the booking if the amended price is significantly higher than the original price quoted.

6. Method of Payment

Most forms of money in U.K. Sterling is acceptable, including bank transfer, cash and cheques.

7. Group Bookings

PSB52 Ltd have the right to refuse a booking from a group of 3 or more single people under the 30 or all male or female parties of 4 persons.

8. The Letting

The Guest agrees:

- To pay for any losses or damages to the property and contents caused by the Guest or a member of their party (reasonable wear and tear excluded), if it is proven that damage is directly attributable to the Guest then the Management has the right to reclaim any costs incurred up to the sum of £500 from the card used to pay for the rental. All damage should be reported immediately so issues can be put right before the arrival of the next guests.
- To take good care of the property and leave it in a clean and tidy condition at the time the Guest checks-out. A cleaning service is not provided unless otherwise specified.
- To permit the Management reasonable access to the property.
- Not to part with possession of the property, or share it except with members of the party shown on the booking schedule.
- Not to sell or transfer the booking to another party without PSB52 Ltd's agreement.
- Not to exceed the total number of people stipulated in the property description.
- Not to cause an annoyance or become a nuisance to occupants of adjoining premises.
- Not to smoke at the property.

9. The Guest's Obligations

The Guest agrees:

- To pay for any losses or damages to the property and contents caused by the Guest or a member of their party (reasonable wear and tear excluded), if it is proven that damage is directly attributable to the Guest then the Management has the right to reclaim any costs

incurred up to the sum of £500 from the card used to pay for the rental. All damage should be reported immediately so issues can be put right before the arrival of the next guests.

- To take good care of the property and leave it in a clean and tidy condition at the time the Guest checks-out. A cleaning service is not provided unless otherwise specified.
- To permit the Management reasonable access to the property.
- Not to part with possession of the property, or share it except with members of the party shown on the booking schedule.
- Not to sell or transfer the booking to another party without PSB52 Ltd's agreement.
- Not to exceed the total number of people stipulated in the property description.
- Not to cause an annoyance or become a nuisance to occupants of adjoining premises.
- Not to smoke at the property.

10. Non - availability of Property

If for any reason beyond the Managements control the property is not available on the date booked (owing, for example, to fire damage) or the property becomes unsuitable for letting, all rent and charges paid in advance by the Guest will be refunded.

11. Liability

It is the sole responsibility of the Guest to ensure that the property is secure at all times during the stay and that any loss is reported immediately. Unreported losses may be charged. Lost or non-returned keys and gate fobs will be charged at £35 each.

Nothing in these clauses excludes or limits the liability of the Management:

- for death or personal injury caused by the Management's negligence;
- for any matter which it would be illegal for the Management to exclude or attempt to exclude their liability.

12. Complaints

All complaints must be notified to the Management as soon as reasonably practicable. Guests have a legal obligation to mitigate their loss.

If the Management is denied the opportunity of investigating the complaint within a reasonable time or denied to opportunity to put matters right during the Guest's stay then the Guest will waive all rights.

13. Pets

Pets may be permitted if discussed with the Management beforehand. An additional charge may be applicable.

14. Breach of Contract

If there is a breach of these Terms & Conditions by the Guest or any of their party, the Management reserves the right to re-enter the property and terminate the booking and ask for the Guest and their party to leave.

If there is a breach of these conditions by the Management then the Guests have the right to end their booking and leave.

Termination on this basis by the Management or Guest does not affect that party's other rights and remedies.

15. Data and Privacy

The Management through PSB52 Ltd is the data controller of all data given to them by Guests and prospective Guests and is committed to protecting your privacy. They will only use the information that we collect about you lawfully, in accordance with the Data Protection Act 1998.

16. Validity

If any term or provision in these booking terms and conditions is found by any court, tribunal or administrative body or competent jurisdiction to be wholly or partly illegal, invalid, void, voidable, unenforceable or unreasonable it shall to the extent of such illegality, invalidity, voidness or unreasonableness be deemed to be severable and the remaining provisions of the booking conditions and the remainder of such provision shall continue in full force and effect.

17. Governing Law and Jurisdiction

The contract embodied in the booking is governed by English law and subject to the exclusive jurisdiction of the English courts.