

***These rental terms cover your use of the Property during your stay. If you have any questions, please let us know!***

Thanks for booking.

These booking terms and conditions of business are between us (the company stated on your booking contract) ("Company" / "Owner" / "Us" / "We" / "Our") and You the person making the booking including your responsibility for all members of Your party who will be staying in any of our properties ("Client" / "You" / "Your").

**1. Your Stay With Us / Scope**

- a. Your stay with us is not intended to confer exclusive possession on either You the Client nor to create any relationship of landlord and tenant between You and the Company.
- b. Neither You the Client nor any guests in Your party will be entitled to any tenancy, or any short assured or assured tenancy, or to any statutory protection under the Housing Act 1988, or to any other statutory protection under the Housing Act 1988, or to any other statutory security of tenure now or upon determination of this agreement.
- c. Any changes to Your booking may result in the current applicable rates for Your stay and any amendments being applied at the time of Your change. Rates are confirmed when full payment has been received.
- d. This contract applies to this and every subsequent stay that You have with us at any Property, except if superseded by another contract. For the avoidance of doubt the most recent contract signed applies to Your stay.

**2. Your Agreement For Your Stay**

- a. The Owner permits You the Client to occupy the Property only for the dates booked, such occupation being by You personally. All visitors and guests are Your responsibility.
- b. You must be 18 years or over when You stay with us.
- c. You acknowledge that no liability can be accepted for any losses suffered or incurred by You.
- d. We reserve the right to refuse to accept any booking for whatever reason, and to decline any stay with us at any time.
- e. You may arrive at Your accommodation after 3pm (unless agreed differently) on the start day of Your booking and You must leave by 10am on the last day (unless agreed differently).
- f. You acknowledge that You are booking residential accommodation and that You must have due regard for neighbours and the community, including noise levels both outside and inside, and that any excessive noise levels either inside or outside the Property is a violation of this agreement. You acknowledge that any disruption will result in You being asked to leave.
- g. If You want to increase the length of Your stay, then we will do everything possible subject to availability of accommodation to find something suitable for You. You acknowledge that this may not always be possible.
- h. If the number of people permitted to occupy the Property is exceeded (which would be in breach of Health and Safety Regulations) we reserve the right to move excess occupants to other accommodation and charge for this or require them to leave.
- i. If more people stay in the Property than were booked these will be charged at the additional person fee applicable to Your Property, this will automatically be upgraded and charged to Your payment method. By signing this contract, You explicitly agree to this upgrade charge.
- j. We use CCTV, noise monitoring and headcount monitoring to monitor the entrances, exits and outside areas of the Property, for the purposes of safety and ensuring compliance with our terms and conditions of hire.

**3. Payment, Deposit, Fees & Charges**

- a. You agree to pay us for Your booking in line with the terms booked. Flexible payment terms must be agreed at the time of Your booking and may not be available through Online Travel Agents.
- b. Should payment not be received we reserve the right to cancel Your booking.
- c. We reserve the right to request funds by bank transfer instead of by credit card.
- d. A deposit covering breakages and damages is required, the value of which is stated at the time of making Your booking. If this is not handled by an Online Travel Agent, then a minimum of £100 will be required as a pre-authorisation on a valid credit card, or the amount stipulated on your booking confirmation, whichever is greater.
- e. Where a deposit is taken or pre-authorised this will be refunded or cancelled upon inspection of the Property following Your departure, normally within 7 days. The deposit may be used as full or part payment towards costs applicable where...
  - i. No reasonable attempt has been made to clear rubbish, wash dishes and return the Property to a reasonable state.

- ii. Damage has been done to the Property or its contents, including bedding and linen.
- iii. Charges are due for additional guests.
- iv. There have been any illegal or illicit activities at the Property.
- v. Keys (where applicable) have not been returned to the key box and instead left in the property or put into a post-box, resulting in our Housekeepers and other staff being unable to gain entry.
- vi. Any early or late departure fees have not been paid and are due.
- vii. It is evident there has been smoking and a deep clean upgrade of £150 is required.
- viii. Excess heating costs have been incurred due to a failure to reduce or turn off heating appliances when not in use.
- ix. You have been asked to leave due to non-compliance with this Agreement.
- x. Our housekeeping staff have not been able to access the Property at the pre-agreed departure time.

#### **4. Smoking & Drugs**

- a. Smoking is not permitted in any indoor area and only in designated outdoor areas.
- b. All smoking related refuse must be disposed of appropriately. Excess cleaning charges will be due where cigarette or similar refuse is left for our housekeeping team to deal with.
- c. Where there is evidence of guests smoking within the Property You will automatically be upgraded to a deep clean. You agree for this upgrade to be charged to Your payment method.
- d. Anyone found using or under the influence of illegal drugs or substances classified under the Misuse of Drugs act (1971) will be reported to the police and Your entire party will be asked to leave the premises.

#### **5. Housekeeping**

- a. No daily housekeeping services is provided. While linen and bath towels are included in the Property, daily housekeeping service is not included in the rental rate. This may be provided at additional cost.
- b. We expect the Property to be left in a reasonable state, which must include all rubbish.

#### **6. Pets**

- a. Pets are permitted in our Property where expressly stated and agreed in advance.
- b. You are responsible for any damage incurred as a result of Your Pet staying, and for any excess cleaning costs incurred at the end of Your stay.
- c. All pets should be kept only on the ground floor and are not permitted on any furniture or in bedrooms.
- d. You are responsible for any pet refuse.
- e. All pets must be suitably treated on vaccinations and heartworm ahead of Your visit.

#### **7. Cancellation**

- a. In the unlikely event we have to cancel or make a change to Your accommodation we will use all reasonable efforts to contact You as soon as possible to explain what has happened and to inform You of the cancellation or the change.
- b. We may, at our absolute discretion, reaccommodate You in equal or higher standards of accommodation within the same region. If this is not possible, we will offer alternatives, but should these alternatives be unacceptable to You the booking will be treated as cancelled and our maximum liability to You will be capped at the value of Your booking.
- c. We shall not be liable for changes, cancellations or any other effect on Your booking due to events beyond our control (force majeure). "Force Majeure" means any event or consequences thereof which could not have been reasonable avoided, by us, even with the exercise of all due care. Such events may include but are not limited to war or threat of war, civil strife, terrorist activity, industrial dispute, natural or manmade disaster, fire, adverse weather conditions and all similar events outside our control.
- d. Where Force Majeure results in the cancellation of Your booking we will provide You with either a full credit for Your stay or work with You to move Your booking to an alternative date.
- e. If You wish to alter Your booking, we will use our best efforts to accommodate Your requirements, however, You will be obliged to pay any additional expenses incurred as a result of alteration.
- f. Your cancellation terms are either made clear to You at the time of booking through Your Online Travel Agent, or if not, if cancelled or modified up to 60 days before the date of arrival no fee will be charged unless specified differently at the time of booking.
- g. No refunds are made for non-arrivals. Where you do not arrive your booking will be treated as cancelled after your first booked night.
- h. You agree that Your booking is binding and cannot be changed due to circumstances outside our control. You agree that by signing this Agreement we have advised and recommended that You have

appropriate travel or similar insurance in place to cover any losses incurred due to a change in Your circumstances including but not limited to family emergencies, death or illness.

#### **8. Death, Personal Injury or Loss of Property**

- a. We shall have no liability to You for the death or personal injury to You or any members of Your party unless this results from an act or omission on our part.
- b. Any guest using their own electrical appliances must use the appropriate adaptor/transformer to avoid fire risk.
- c. You must take all necessary steps to safeguard Your personal Property and we accept no liability to You in respect of damage to, or loss of, such Property unless caused by negligence on our part.
- d. Cars and their contents are parked at owners' risk. Please ensure that cars are kept locked, and possessions are left out of site.
- e. We accept no responsibility for Property You have left in the Property after Your departure.

#### **9. Property Access**

- a. Only staying guests included in Your number of guests booked should be given access codes for the Property. Where this information is shared outside of Your party You will be asked to leave.
- b. Unless otherwise agreed You will be issued with one set of keys, where applicable. The keys must be returned to the key box and not left inside the Property in any way. Where keys are left inside the Property this means our housekeeping team cannot gain access and You accept, we will charge for their time while access is arranged.
- c. Where You have misplaced the keys or security access codes and we are called out to provide assistance You accept that You will pay costs incurred.
- d. We will retain access through security codes or keys to provide the services set out in this agreement, to inspect the Property at any time, or carry out any repairs required. We will make reasonable efforts to contact You before entering the Property.
- e. Information relating to the location and accessing of keys, the location of the Property and parking information are all deployed using our web application, a link to which is sent to You by email.

#### **10. Services and Maintenance**

- a. You accept that we cannot be held responsible for any interruption to or failure of services by any third-party including gas, water, electricity, broadband, telephony etc.
- b. You accept that we cannot be held responsible for any roadworks or maintenance work being carried out and any noise or other similar disturbance caused as a result.
- c. Wireless internet is normally provided at the Property, You accept that we cannot be held liable for loss or interruption of this service. We do not accept that wireless broadband and internet provision is a contractual provision and cannot be held liable for any failure of this service. If internet access is a vital part of Your visit You accept, we have advised You to have backup mobile access devices in case these are required.
- d. There may be security and other similar devices connected to the internet equipment. Where these are disconnected or interfered with You accept that this will result in Your stay being terminated and all guests required to leave.
- e. Should a guest or client report that a service or appliance is faulty and subsequent inspection confirms that this not the case but was being not being operated properly where instructions are provided, we reserve the right to charge for this maintenance call out.

#### **11. During Your Stay**

- a. You agree that You and Your party will not keep any animals, insects, birds or reptiles in the Property unless expressly agreed in advance.
- b. You agree that where small children occupy the Property, You will provide all suitable childproofing safety equipment.
- c. You agree not to do or permit any act that would make any insurance policy on the Property void or voidable or increase the premium.
- d. You agree not to do anything that may cause a nuisance or annoyance to the Owners or to any other occupier or guest of adjoining properties, or local community neighbours, or do anything illegal or immoral at the Property.
- e. You agree that where we deem it necessary to deploy our own or a private security contractor to deal with any noise or disturbance issues identified through monitoring or reported from third parties, the cost of that deployment will be repaid by You and You may forfeit the balance of Your stay.
- f. You agree to ensure at the end of Your stay the Property is cleared of all Your effects and left in good repair and clean condition. You agree to pay for the repair or replacement of any items including fixtures, furniture, furnishings and other effects that may have been broken, lost, damaged or destroyed during Your stay.

- g. You agree to use the Property for residential purposes only and not for any business use or any use that generates income.
- h. You agree not to make any alterations to the Property and to ensure the bed configuration is left as was found on arrival.
- i. You agree to indemnify and keep the owner fully and effectively indemnified against all losses, claims, demands, actions, proceedings, damages, costs or expenses or other liability arising in any way from this agreement.
- j. You agree not to assign, underlet, sub-licence, charge or part with possession of whole or any part of the Property, take in lodgers or share occupation with any person in any way.
- k. You agree not to sell, loan, charge or otherwise dispose of or part with possession of any of the contents located at the Property without limitation.
- l. You agree not to make any adjustment to the Property including any items on walls.
- m. You agree not to block or put noxious or damaging substances into the sinks, baths or lavatory cisterns or waste or soil pipes in the Property or allow them to overflow. Where a macerating device is in place You agree to any liability for excess costs as a result of excess toilet tissue being used or other items being disposed of.
- n. You agree not to leave the entrance door or windows to the Property open but to ensure that all door and window locks are properly engaged at all times. All windows must be closed when not in the Property or during bad weather.
- o. You agree not to change any lock to the Property, make any duplicate keys or change any security codes.
- p. You agree to report any plumbing, electrical or general problem to the Owner as soon as is practicably possible and to desist from attempting to remedy such a problem on Your own.
- q. You agree to hold insurance for any valuables that are Your or Your guests personal belongings during Your stay and accept that Our insurance does not cover this.
- r. You agree to use all equipment provided at the Property strictly in accordance with its operating instructions and not for any purpose other than its intended use.
- s. You agree not to leave or store any valuable personal possessions anywhere in the Property where they can be easily viewed by third parties.
- t. You agree not to play ball games inside or within the grounds of the Property.
- u. You agree to ensure that the number of people occupying the Property does not at any time exceed the number of people on Your booking.
- v. You agree to use any cleaning products, liquids, tablets etc. strictly in accordance with their usage instructions and to ensure that such products are kept out of reach of children. You agree that it is Your responsibility to familiarise Yourself with all instructions prior to use and that the Owner accepts no liability from Your use of them.
- w. You agree not to install any portable cooking appliances or similar items.
- x. You agree to contact the Owner about any issue or complaint prior to departure to allow us the opportunity to address the issue, where relevant.
- y. You agree not to use any of the outside areas after 9.30pm and not to cause any disturbance that would impact on the neighbouring properties outside of this time.
- z. You agree not to adjust any of the security, CCTV, monitoring systems, broadband or Wifi in any way.
- aa. You agree to ensure that heating appliances, including central heating, radiators, underfloor heating etc. are turned to a minimum level or switched off when You are not in the Property.

## **12. Termination of this Agreement**

- a. This agreement may be ended by the Owner without notice:-
  - i. If the fee is not paid on the required date
  - ii. If You are in breach of any of the conditions
  - iii. If You become bankrupt, have an administration order made against You, or a judgement enforced or entered.
- b. The Owner may also terminate this agreement at any time.
- c. You will at the end of the accommodation period return to the Owner all keys and give vacant possession of the Property.

## **13. If You cancel Your booking**

- a. If You booked through an Online Travel Agent any cancellation must be handled by them and cannot be done by us.
- b. If You booked directly with us this must be done in writing. The day we receive Your written notification of cancellation is the date on which Your booking is cancelled.

## **14. Health and Safety**

- a. You should keep the Property free of hazardous objects at all times and not leave it in a condition that would make it unsafe for our staff or other guests to use.
- b. You should familiarise Yourself with emergency exit routes on arrival and ensure that in the event of an emergency all persons are aware of the nearest exit.

**15. Use of Data**

- a. We are required to gather and hold certain personal data about Your stay for the purposes of satisfying operational and legal obligations. This personal data is subject to the appropriate legal safeguards specified in the Data Protection Act 1998.
- b. You agree that we may share information relevant to Your stay with the Police or any other appropriate authorities where this agreement has been breached or where there is reasonable grounds for the Owner or Police to suspect a crime has been committed.
- c. We will use Your email and any guest emails to keep in touch with You about our offers and properties. You may opt out of this at any time using the unsubscribe button in each email.

**16. Complaints**

- a. All complaints should be notified as soon as possible to us and we will do our best to resolve them in a timely manner.

**17. Law & Jurisdiction**

- a. These terms and conditions of contract and all matters arising therefrom are subject to the law of England and Wales, and in the event of dispute You will be subject to the exclusive jurisdiction of the courts of England & Wales.

**18. Your rights**

- a. Your statutory rights are not affected by anything contained within these Terms and Conditions.

**19. Interpretation**

- a. In this agreement the following words and phrases shall have the following meanings unless the context otherwise requires:
- b. "Us" "We" "Company" refers to the Company specified in the first paragraph of this agreement.
- c. "Client" refers to the person who arranges the accommodation – they could also be the Guest. The Client has responsibility for all Guests.
- d. "Guest" is each person who is residing at the Property.
- e. "Agreement" means this agreement
- f. "Property" means the Property You have booked including all communal areas.
- g. "Booking" means an offer from us to You to hire the Property on the terms of this agreement.
- h. "Fee" is the rental for the Property and inclusive services which is payable in advance.