

## TERMS AND CONDITIONS OF HIRE

These booking terms and conditions of business are a contract between Stopover Portsmouth Ltd, the managing agent and you the person making the booking including all adult members of your party who will be staying in any of our apartments.

### 1. Scope

1.1 Your stay with us is not intended to confer exclusive possession on either the client or guest nor to create the relationship of landlord and tenant between Stopover Portsmouth Ltd or The Landlord and either the client or the guest. Neither the client nor the guest 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 security of tenure now or upon the determination of this agreement.

1.2 Rates are subject to change without notice.

1.3 VAT is charged as appropriate.

### 2. Agreement for Occupation

2.1 The managing agent permits the client to occupy the property, such occupation being by the guest personally only and to use the owners' furniture and effects for the accommodation period. All visitors to the apartment are the responsibility of the guest.

2.2 You must be 18 years or over when you book your accommodation. Your booking is made as a consumer and you acknowledge that no liability can be accepted for any losses suffered or incurred by you.

2.3 We reserve the right to refuse to accept any booking for whatever reason.

2.4 You may arrive at your accommodation after 2pm (except if it is stated different) on the start day of your booking and, unless otherwise agreed, you must leave by 10am on the last day. If you fail to arrive by midnight on the day of the start date and do not advise us of a late arrival we may treat the booking as being cancelled by you.

2.5 If you want to increase your length of stay then we will do everything possible subject to availability of accommodation to find something suitable for you. It must be borne in mind that this may not always be possible.

2.6 If the number of people permitted to occupy an apartment is exceeded (which would be in breach of Health and Safety Regulations) we reserve the right to move excess occupants and charge for additional apartments or require the excess occupants to vacate the property or levy a charge of £25 per person per night (of the entire booking).

### 3. Paying for your Accommodation

3.1 The client will pay to the managing agent:

3.1.1 Funds must be cleared on arrival date in full. All prices advised to you are inclusive of booking fees and charges except if it is stated otherwise.

3.1.2 Should payment not reach us within the required time we reserve the right to cancel any bookings made and any deposit pre-authorised will be forfeit.

3.1.3 If the client fails to pay the managing agent any sums that are payable under this agreement when due, the client will pay the managing agent, on demand, interest on the unpaid sum in accordance with the Late Payment of

Commercial Debts (Interest) Act 1998 (as amended) from the date payment is due until the managing agent receives payment in full cleared funds both before and after any judgement.

3.1.4 A £100 deposit covering breakages and damages is required by pre-authorisation of the card on the booking. This can be charged up to five (5) working days after the guests stayed in the property. The deposit is NOT applied towards payment for the accommodation and only charged provided the following provisions are not met:

- No damage is done to property or its contents.
- No charges are incurred due to illegal activity, pets or additional services rendered during the stay.
- All debris, rubbish and discards are placed in rubbish bin, and soiled dishes are placed in the dishwasher and cleaned.
- All keys are left in the key box (or same place as the guest collected them from) and the accommodation is left locked.
- All charges accrued during the stay are paid prior to departure.
- No linens are lost or damaged.
- NO early arrival or late departure.
- NO smoking within the apartment.
- The guest is not evicted by the owner (or representative of the owner) or the local law enforcement.
- The apartment is occupied only by the number of guests specified on the booking.

3.1.5 We expect the apartment to be left in a reasonable state on departure. If, at our discretion, additional cleaning is required on departure, the cost of this cleaning will be charged as an additional charge.

3.1.6 From the 1<sup>st</sup> July 2007 the UK legislation provides that smoking is not permitted in serviced apartments. Smokers must vacate the building should they wish to smoke.

3.1.7 Where there is evidence of guests smoking within the apartment, we reserve the right to charge £100 for specialist cleaning.

3.1.8 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 asked to leave the premises. Any evidence or suspicion of drug use on our premises will also be reported immediately to the police.

3.1.9 No daily housekeeping service is provided – While linens and bath towels are included in the unit, daily maid service is not included in the rental rate. However, it is available at an additional rate. We suggest you bring beach towels. We do not permit towels or linens to be taken from the property.

3.1.10 Falsified Bookings – Any booking obtained under false pretence will be subject to forfeiture of advance payment, deposit and/or rental money, and the party will not be permitted to check in.

3.1.11 Pets are not permitted in rental units. Guide dogs are allowed, this does not include unregistered therapy dogs or emotional support animals.

#### **4. Cancellation or Changes to your booking by us**

4.1 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. If possible we will offer alternatives but should these alternatives be unacceptable to you the booking will be treated as cancelled and we will refund any money you have paid to us within 14 days of any cancellation.

4.2 We shall not be liable for changes, cancellations or any other effect on your booking due to events beyond our control (force majeure). In these Conditions “force majeure” means any event or consequences thereof which could not have been reasonably avoided, by us even with the exercise of all due care. Such events may include 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.

4.3 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. In addition, we may charge, at our discretion, an amendment fee to cover the necessary administrative costs incurred.

4.4 If cancelled or modified up to 14 days before date of arrival, no fee will be charged except if it is stated any different at the time of booking.

4.5 If cancelled or modified later or in case of no-show, the total price of the reservation will be charged.

4.6 No refunds will be made for non-arrivals.

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

5.1 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.

5.2 Any guest using their own electrical appliances (hairdryers, curlers, tongs, shavers, personal computers, personal stereos etc.) must use the appropriate adaptor. Non-UK plugs used without the appropriate adaptor/transformer are a serious fire risk. Please ensure that all heated appliances are switched off and stored safely before leaving the apartment. Guests found to be in breach of this rule may be asked to leave with immediate effect.

5.3 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.

5.4 Cars and their contents are parked at owners risk. Please ensure that cars are locked and possessions are left out of sight.

5.5 Property left in the apartment will be kept for 1 week after departure or forwarded at the guest's expense, after which time it will be donated to charity.

## **6. Keys**

6.1 Unless otherwise agreed, the owners will issue to the client or guest one set of keys to the property. If at any time the client or guest loses the keys, they must notify us as soon as possible and we will instruct a locksmith to change the lock/key(s) and charge the client or guest.

6.2 If the guest locks him or herself out of the property and requires the owners assistance to re-enter the property, we reserve the right to charge an administration fee.

6.3 The managing agent will retain keys to the property and will access the property to provide the services set out in the agreement and any necessary maintenance and also to inspect the property and carry out repairs to the structure, roof, exterior or any services, appliances or equipment therein. We reserve the right to enter the property at any reasonable time during your stay for essential maintenance or if we suspect damage have been caused or in case of any emergency. We will make reasonable efforts to contact you before entering the property.

## **7. Services**

7.1 We cannot be held responsible for any failure or interruption to services to the apartment, for example, gas, water, internet and electricity, or for any damage, disturbance or noise caused as a result of maintenance work being carried out in any part of the building.

## **8. Wireless Broadband Internet and Hardwire**

Wireless Broadband Internet is usually available at our apartments, however, the owners and managing agent will not be liable for loss of this service due to connection, environmental or human error and no support service is available. For this reason, wireless broadband internet is not a contractual provision. The managing agent do not assume any responsibility for any damage to your computer or the data contained on it, nor the security of any data transferred over the internet. Guests are responsible for the protection of their computers from loss of data, unauthorised access or viruses.

## **9. Maintenance Call-Outs**

Should a guest or client report that a service or an appliance is faulty and subsequent inspection confirms that the appliance was not faulty, but was not being operated properly by the guest, and where usage instructions have been provided, we reserve the right to charge the guest for the maintenance call out.

## **10. Client's Obligations**

10.1 The client will guarantee that any guest will:

10.1.1 Not keep any animals, insects, birds or reptiles in the property.

10.1.2 When guests with small children occupy the property, the guest undertakes to provide all suitable childproofing safety equipment.

10.1.3 Not to do or permit any act that would make any insurance policy on the property void or voidable or increase the premium.

10.1.4 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 do anything at the property that is illegal or immoral. Noise disturbance after 11pm and before 7am can be reported to the local Council.

10.1.5 Ensure that at the end of this agreement the property is cleared of the guest's effects and left in good repair and clean condition and make good, pay for the repair or replace of such items of the fixtures, furniture, furnishings and other effects as shall be broken, lost, damaged, or destroyed save as for reasonable wear and tear excluding matters covered by insurance.

10.1.6 Use the property for residential purposes only and not for any business use.

10.1.7 Not make any alterations to the property.

10.1.8 Indemnify and keep the owners fully and effectively indemnified against all losses, claims, demands, actions, proceedings, damages, costs of expenses or other liability or right arising in any way from this agreement.

10.1.9 Not assign, underlet, sub-licence, charge or part with possession of whole or any part of the property, take in lodgers or share occupation of the property with any person in any way.

10.1.10 Not sell, loan, charge or otherwise dispose of or part with possession of any of the contents located at the property including without limitation the owners' furniture and effects.

10.1.11 Not hang on the outside of the property any flower pot or similar object or any clothes or other articles.

10.1.12 Not block or put noxious or damaging substances into the sinks, baths and lavatory cisterns or waste or soil pipes in the property or allow them to overflow.

10.1.13 Not 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 apartment or during bad weather.

10.1.14 To take all reasonable precautions to prevent condensation by keeping the Property adequately ventilated and heated. Extractor fans located in the bathrooms and en-suites must be switched on at all times to prevent damage to the apartment.

10.1.15 Not change any lock to the property or have any duplicate keys made.

10.1.16 To report any plumbing, electrical or general problem to the owners as soon as is practicably possible and to desist from attempting to remedy such problem on their own.

10.1.17 To maintain properly insured to their full replacement value all of the client's and/or guest's personal property which is kept either at the property or on the guest's person.

10.1.18 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.

10.1.19 Not to leave or store any valuable personal possessions anywhere in the property where they can be easily viewed by third parties.

10.1.20 Not to play ball games inside or within the grounds of the apartment.

10.1.21 To ensure that the number of people occupying the property does not at any time exceed the maximum number of permitted occupants as set out in your booking of the relevant property.

10.1.22 To use any cleaning products, liquids, tablets strictly in accordance with their usage instructions and to ensure that such products are kept out of reach of children. The managing agent accept no liability for mis-use of products supplied.

10.1.23 Not to install any portable cooking appliances, camping stoves or similar items in the apartment.

## **11. Termination of this Agreement**

11.1 This agreement may be ended by the managing agent without notice: -

11.1.1 If the accommodation fee is not paid on the payment day or if the client is in breach of any of the conditions

11.1.2 If the client becomes bankrupt, has an administration order made against him or her or has a judgment enforced or entered against him or her.

11.2 The managing agent may also terminate this agreement at any time on giving the client written notice.

11.3 The client will at the end of the accommodation period return to the managing agent all keys to the property and give the managing agent vacant possession of the property.

## **12. If you cancel your Booking**

12.1 Any cancellation must be notified to us in writing. The day we receive your written notification of cancellation is the date on which your booking is cancelled. If cancelled or modified up to 7 days before date of arrival, no fee will be charged.

12.2 If cancelled or modified later or in case of no-show, the total price of the reservation will be charged.

12.3 The managing agent may, as its own discretion, waive its rights to cancellation fees.

### **13. Health and Safety**

13.1 We want your stay to be as comfortable as possible. Failure to comply with this statement may be considered as a breach of contract and the guest being asked to leave.

13.2 Guests should keep the apartment free of hazardous objects at all times and not to leave it in a condition that would make it unsafe for our housekeepers, staff, guests or themselves to use.

13.3 By making a booking and staying in one of our apartments you agree to abide by these terms and conditions.

### **14. Data Protection Policy**

The managing agent is required to gather certain personal data about clients for the purposes of satisfying operational and legal obligations. This personal data will be subject to the appropriate legal safeguards as specified in the Data Protection Act 1998.

The managing agent fully endorses and adheres to the eight principles of the Data Protection Act. These principles specify the legal conditions that must be satisfied in relation to obtaining, handling, processing, transportation and storage of personal data.

The principles require that the personal data shall:

1. Be processed fairly and lawfully purpose and shall not be processed in any manner incompatible with that purpose;
2. Be obtained for a specified and lawful purpose and shall be processed in any manner incompatible with that purpose;
3. Be adequate, relevant and not excessive for those purposes;
4. Be accurate and, where necessary, kept up to date;
5. Not to be kept for longer than is necessary for that purpose;
6. Be processed in accordance with the data subject's rights;
7. Be kept secure from unauthorised or unlawful processing and protected against accidental loss, destruction, or damage by using the appropriate technical and organisational measures;
8. And not be transferred to a country or territory outside the European Economic Area, unless the country or territory ensures an adequate level of protection for the rights and freedoms of data subjects in relation to the processing of personal data.

### **15. Complaints**

15.1 All complaints should be notified as soon as possible to the managing agent and we will do our best to resolve them in a timely manner.

15.2 If you are still not satisfied then within 14 days of the end of your stay, you should put your comments in writing to our address and we will use all reasonable efforts to resolve the matter as quickly as possible.

15.3 You can also complain to the booking agent you used for your apartment reservation.

## **16. Law**

These conditions and terms of contract and all matters arising therefrom are subject to the law of Scotland and in the event of dispute; you will be subject to the exclusive jurisdiction of the courts of Scotland.

## **17. Your Rights**

Your statutory rights are not affected by anything contained within these Terms and Conditions of Hire.

## **18. Interpretation**

In this Agreement the following words and phrases shall have the following meanings unless the context otherwise requires:

“Managing agent” “Us” or “We” refers to Stopover Portsmouth Limited offering serviced apartments and rooms on behalf of the property owners.

“Client” is the person who arranges the accommodation – they could also be the guest.

“Guest” is the person who resides at the property including all adult members of your party – they could also be the client.

“Agreement” means this agreement;

“Apartment or property” – is an accommodation managed by Stopover Portsmouth Limited on behalf of the owner(s)

“Booking” means an offer from you to us to hire one of our apartments on the terms of this agreement following your provision of sufficient information to enable us to complete our telephone or Website provisional booking process.

“Fee” is the rental for the apartment and inclusive services which is payable in advance.

“Furniture and Appliances” means such furniture and appliances usually found within the apartment and any other items, which we agree to provide;

“Inclusive Services” means housekeeping service once per week, linen and towel change once per week, use of electricity, gas, water, sewerage, council tax, TV licence.

The term “Serviced Apartment” means the following: – A fully furnished and equipped apartment, accessed by corridors, stairwells and any common part of the building, inclusive of gas, electricity, water, drainage and sewerage, Council Tax, TV licence, a once per week cleaning and linen service.

**Owner: Mrs Charlotte Walker and Mr Guy Walker**

**Managing Agent: Stopover Portsmouth Ltd (Company Number 11237717)**

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