

# Guest Terms of Service

## Introduction

These Terms and Conditions of Hire are a contract between DHB STAYS LTD ("us", "we", "our"), and you the person making the booking and all adult members of your party who will be staying in any of our apartments ("you", "your", "client", "guest").

By making a booking or staying in one of our apartments you agree to abide by these Terms and Conditions of Hire.

## Scope

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 DHB STAYS LTD and either the Client or any Guest.

This is a short-term letting and you will not be entitled to any rights under any statutory provision including, without prejudice to the generality of the foregoing:

- the Rent Act 1977,
- any assured tenancy or assured short-hold tenancy under the Housing Act 1988,
- any tenancy arising under or in terms of, or regulated by, the Housing (Scotland) Act 1988, Housing (Scotland) Act 2006, Housing (Scotland) Act 2014, and/or Private Housing (Tenancies) (Scotland) Act 2016,

including in each case any amendment or re-enactment of any such statute for the time being in force.

Our rates are subject to change without notice unless otherwise agreed by us in writing.

VAT is charged as appropriate.

## Agreement for Occupations

We permit you to occupy the property for the agreed hire period only and subject to these Terms and Conditions of Hire, such occupation being by you personally and only such guests named in the Booking

The actions and omissions of any visitor to the apartment are your responsibility and you will be held accountable for any visitor's breach of these Terms and Conditions of Hire.

You must be 18 years or over when you book the accommodation.  
We reserve the right to refuse to accept any Booking for whatever reason.  
We accept your Booking when we issue our Booking Confirmation email.  
You may arrive to collect your keys after 3 pm (except if stated differently by us in writing) on the first day of your Booking.  
Unless otherwise agreed, you must vacate the property and return your keys by 10 am on the last day of the Booking.  
A later check-out time is available to the Guest at an additional fee of £10 per hour, up to four hours, this must be agreed with us at least 24 hours before departure to avoid additional fees.  
If you want to increase your length of stay 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.  
Failure to return the keys to us before the check-out time in accordance with clause 3.6 will result in a fee charged as an Additional Charge. The fee incurred will reflect the lateness of the check-out:

£20 per hour (up to 4 hours); or

a standard night's rate for the apartment (over 4 hours)

If you fail to vacate the apartment on the last day of the Booking, we reserve the right to remove your belongings from the apartment and store them securely in the booking office.

If the number of people permitted to occupy an apartment is exceeded (which would be a breach of Health and Safety Regulations) we reserve the right to remove excess or all occupants from the Apartment including the Guest(s) on the booking.

### **Agreement for Booking**

We expect the Apartment to be left in a reasonable state on departure, including rubbish being placed in rubbish bins, and soiled dishes being placed in the dishwasher or sink. If at our discretion, additional cleaning is required on departure, the cost of this cleaning will be charged as an Additional Charge.

UK legislation provides that smoking is not permitted in serviced apartments in accordance with clause 14.

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 in the Apartment will be reported immediately to the police.

No daily housekeeping service is provided – while linens and bath towels are included in the unit, daily maid service is not available. We do not permit towels or linens to be taken from the apartment.

Weekly housekeeping service is provided for long-term stays only (Bookings over 7 days).

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.

Pets are not permitted in any of our Apartments.

The Apartment cannot under any circumstances be used for partying, playing loud music, or general nuisance behaviour in accordance with clause 13. We reserve the right to remove Guests from the Apartment immediately if the Guest is deemed to have breached this clause in any way.

### **Paying for your Accommodation**

The following terms apply to payment:

To secure your booking payment in full must be received by us in cleared funds at least 48 hours before your arrival date. We draw your attention to clause 7.2 below concerning pre-authorisations which may apply to your booking.

Should payment of the full amount not reach us at least 48 hours before your arrival date we reserve the right to cancel any Booking made and any deposit paid will be forfeited.

If you fail to pay any sum that is due under this agreement when due, then you will pay us, on demand, interest on the unpaid sum in accordance with (if you are a business) the Late Payment of Commercial Debts (Interest) Act 1988 (as amended) or (if you are a consumer) 4% above the Lloyds Bank PLC's base rate at the time. Such interest shall accrue on a daily basis from the due date until we receive payment in full cleared funds, whether before or after any judgement.

### **Loss and Damage; Security Deposit**

Please ensure you inspect the Apartment on check-in. Unless we receive notification otherwise within three hours of check-in we will be entitled to assume that you have fully accepted that the condition of the Apartment is in good repair, condition and in a clean and tidy state and you will waive any right to claim otherwise.

Risk of damage to the Apartment and its contents will pass to you on check-in and remain with you until the Apartment keys are returned to us. You shall be liable for all loss and damage (except fair wear and tear) caused during the rental period, and for any reasonable loss of rental resulting from such loss or damage.

A security deposit to cover your obligations under this Agreement may be taken at or prior to check-in. This may be in the form of a payment or an authorisation to deduct payment from your debit or credit card used to make the Booking. Any security deposit paid will be returned to you in full (or payment authorisation cancelled) upon the Apartment being returned to us in accordance with the terms of this Agreement. Where you are liable for loss or damage under clause 6.2, we may withhold some or all of your deposit to cover the same and our administration fees associated with repairing or dealing with the loss or damage. These will be Additional Charges.

If you are found to be in breach of these Terms and Conditions of Hire at any point during your Booking and/or within 48 hours of check-out, you will forfeit the full security deposit paid to us.

### **Additional Charges**

Additional Charges which may be payable include those items specified in the Booking and any specified in these terms and conditions.

When making your Booking you will be asked to provide your credit or debit card, this will be held as security against the apartment in case of Additional Charges (including charges for damage). A pre-authorisation will be held against your card on the day of check-in which can be between £100 to £500. Our hold on your card will normally last for five days from the date of your departure.

Where Additional Charges (including charges for damage) are payable, you hereby authorise us to take the owed amount from the credit or debit card used to make the Booking. If Additional Charges exceed any pre-authorised amount and we are unable to charge the additional amount owed to the credit or debit card we have on file for the Booking, you will be invoiced for the additional amount. You must pay these Additional Charges by another means acceptable to us.

All Additional Charges are due on the check-out date, unless the context otherwise requires.

If you fail to pay any Additional Charge within 14 days of the date of our invoice requiring payment of the same, you will incur an administration fee of £50 to cover the costs of sending you our debt collection letter, which will follow.

### **Changes to your Booking by us**

In the unlikely event we have to cancel or make changes to your accommodation we will use all reasonable efforts to contact you as soon as possible to explain what has happened and inform you of the

cancellation or 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 with 14 days of any cancellation.

We shall not be liable for changes, cancellations or any other effect on your Booking due to events beyond our reasonable control (force majeure), including (by way of example only and without limiting the generality of the foregoing) terrorist activity, industrial disputes, natural or man-made disasters, fire, and adverse weather conditions.

### **Cancellation / Alteration of your Booking by you**

We will use our reasonable endeavours to accommodate your requests for alterations of your Booking, subject to availability of accommodation.

If you wish to cancel the whole or any part of your Booking and you notify us (see our contact details below) 48 hours in advance of your date of arrival, no cancellation fee will be charged and your deposit plus any booking fees paid will be refunded (unless stated differently at the time of Booking). It is your responsibility to ensure that we receive your notice of cancellation in time.

If you received a special apartment rate for a long-period Booking, and you reduce your Booking length, we reserve the right to re-invoice your entire stay at the standard apartment rate backdated to the date of check-in.

If cancelled within 48 hours of your arrival date, or in the case of a no-show, the total price of the Booking will be charged.

No refunds will be made for non-arrivals.

### **Our liability for Death, Personal Injury, Loss of Property, Lack of Services etc.**

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.

Any guests using their own electrical appliances (hair-dryers, 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 clause may be asked to leave the immediate effect.

You must take all necessary steps to safeguard your personal property and we accept no liability to you in respects of damage to, or loss of, such property unless caused by negligence on our part.

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

Property left in the apartment will be kept for 1 week after departure or forwarded at the Guest's expense. Any property will be disposed of after this 1-week period.

Save where there is total failure to provide useful accommodation as reasonably expected under this Agreement, we cannot be held responsible for any failure or interruption of services to the Apartment, for example, gas, water, and electricity, lifts, or for any damage, disturbance or noise caused as a result of maintenance work being carried out in any part of the building.

We shall have no liability for any loss which was not foreseeable at the time we entered this Agreement or losses not caused by our breach of this Agreement, and, if you are entering this Agreement in the course of a business, we shall have no liability for any loss of profit, loss of or damage to goodwill, increased costs, loss of anticipated savings, loss of business, or any special, indirect or consequential loss (whether arising through breach of contract, tort including (without limitation) negligence, or breach of statutory duty. In any case, our total liability to you is limited to the total cost of your reservation.

All descriptions and photographs of the Apartment are for illustration only and we do not warrant that they are accurate or complete, although we do use all reasonable endeavours to ensure that they are.

We do not exclude liability for fraud, and your legal rights are not affected by any term in this Agreement.

## **Keys**

Unless otherwise agreed, we will issue to the Client or Guest one set of keys to the Apartment. 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 the full cost incurred as an Additional Charge.

If the guest locks him or herself out of the Apartment and requires our assistance to re-enter the Apartment, we reserve the right to charge an administration fee, as an Additional Charge.

We will retain keys to the Apartment and will access the Apartment to:  
provide services set out in this agreement and any necessary maintenance,

to inspect the Apartment; and  
carry out any repair to the structure, roof, exterior or any services,  
appliances or equipment.

We reserve the right to enter the Apartment at any reasonable time during your stay for essential maintenance or if we suspect damage has been caused or in case of an emergency.

We will make reasonable efforts to contact you before entering the Apartment, however, the Apartments are exempt from the security of tenure under the Rent Act 1977, therefore, we reserve the right to access the Apartment at any time without prior notice if deemed necessary.

On check-out, keys must be left in the lock box (or where the booking confirmation specifies) and the Apartment must be left locked. Loss of keys will incur an Additional Charge.

You shall ensure that the Apartment is locked whenever you are not in it.  
You shall guard the keys against loss or theft at all times.

### **Wireless Broadband Internet and Entertainment Hardware**

Wireless Broadband, a Television with Freeview channels and DVD player are usually available in all our apartments, however, we will not be liable for loss of this service due to connection, environmental or human error and no support service is available.

Wireless Broadband, a Television with Freeview channels and DVD player are not a contractual provision of this Agreement.

We 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.

All usage of broadband must be within normal usage amounts (generally, 5GB download per day) unless otherwise agreed.

### **Usage and Nuisance Behaviour**

The Apartments cannot under any circumstances be used for:

- partying
- playing loud music; or
- general nuisance behaviour

Guests must have regard for all other occupants in the building.

Music, TV and general noise in an apartment must be kept at a reasonable level after 10 pm and before 11 am.

We reserve the rights to terminate your stay immediately if it is deemed that any such behaviour has occurred.

In the event of such a breach, we will remove all occupants from the Apartment, the police may be called, and you will be charged for any damage either to the Apartment or any neighbouring property which may have suffered damage, as an Additional Charge.

No refund will be issued if any or all Guests or visitors are removed from the Apartment for nuisance behaviour or for any breach of these Terms and Conditions, and any Security Deposit will not be refunded.

### **Smoking**

Smoking is not permitted in the Apartment under any circumstances.

Smokers must vacate the building should they wish to smoke.

Where there is evidence of smoking within the Apartment, we reserve the right to charge the Guest or Client £100 - £200 for specialist cleaning, as an Additional Charge.

If a Guest is found to be smoking in the Apartment, they will receive a warning from us, we reserve the right to remove any Guest who is found to continue to smoke in the Apartment after that warning and no refund will be issued for the Booking.

### **Maintenance Call-Outs**

Should a Guest or Client report that a service or 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, as an Additional Charge.

### **Client's Obligations**

The Client will guarantee the following, all being conditions of the contract between us, breach of which would entitle us to cancel the remainder of the Booking:

Guests will not keep any animals, insects, birds or reptiles in the property.

When Guests with small children occupy the property, the Guest undertakes to provide all suitable childproofing safety equipment.

Guests will not do or permit any act reasonably likely to make any insurance policy on the property void or voidable or increase the premium.

Guests will not 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 in accordance with clause 13.



At the end of this Agreement, the property is cleared of the Guest's effects and left in good repair and clean condition. The Client will pay (as an Additional Charge) for the repair or replacement of such items of the fixtures, furniture, furnishings and other effects as shall be broken, lost, damaged, or destroyed save for reasonable wear and tear.

Guests will use the Apartment for private residential purposes only and not for any business use.

Guests will not make any alterations to the property or attempt to make any repairs.

Guests will allow us or our authorised representatives permission at all reasonable times to enter the Apartment to inspect its condition or carry out maintenance.

The Client will not assign, under-let, sub-license, charge or part with possession of the whole or any part of the property, take in lodgers or share occupation of the property with any person in any way.

Guests will not sell, loan, charge or otherwise dispose of or part with possession of any of the contents located at the Apartment including without limitation the furniture and effects.

Guests will not hang on the outside of the property any flower pot or similar object or any clothes or other articles.

Guests will 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, and will immediately report any such blockage etc. to us (see 16.1.17).

When using electrical appliances that generate heat (e.g. curlers, hair-dryers, irons) Guests will ensure that they are used in accordance with the appliance instructions and are not left unattended at any point whilst in use. We reserve the right to charge for any burn damage to carpets, linen, worktops, tables and any other furniture as an Additional Charge.

Guests will not leave the entrance door or windows to the property open but 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.

Guests will 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.

Guests will not change any lock to the property or have any duplicate keys made.

Guests will notify us as soon as is practicably possible of:

- any plumbing, electrical or general problem,
- any damage to the property or its contents; and
- shall desist from attempting to remedy such problems on their own.

Guests will notify us of any damage to the property or its contents as soon as possible.

Guests will use all equipment provided at the property strictly in accordance with its operating instructions and not for any purpose other than its intended use.

Guests will not leave or store any valuable personal possessions anywhere in the property where they can be easily viewed by third parties.

Guests will not play ball games inside or within the grounds of the Apartment.

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.

Guests will use any cleaning products, liquids, tablets etc. strictly in accordance with their usage instructions and ensure that such products are kept out of reach of children. We accept no liability for misuse of products supplied.

Guests will not install any portable cooking appliances, camping stoves or similar items in the apartment.

Guests will not behave in an abusive or threatening manner toward our staff.

Guests will display any parking permit provided in clear view on the dashboard of their car and will park only in the designated parking bay. We shall have no liability for any fines incurred due to parking permits not being displayed correctly or Guests parking in a bay other than the one provided with the Apartment.

You indemnify us and will keep us indemnified on demand for all claims, liabilities, losses, costs and expenses (including legal fees) incurred or suffered by us (except any incurred as a result of our fault) in connection with this Agreement or in connection with any use or misuse of the Apartment, except for personal injury or death caused by our act or omission.

## **Termination of this Agreement**

This Agreement may be ended by us with immediate effect if:

- the accommodation fee is not paid on the payment day,
- if you are in breach of any of the terms and conditions set out in this document; or
- the Client becomes bankrupt, has an administration order made against him or her or has a judgement enforced or entered against him or her.

We may also terminate this agreement at any time and for any reason on giving the Client reasonable written notice.

The period of notice given and the proportion of refund is at our discretion.

The Client will, at the end of the accommodation period, return to us all keys to the property and give us vacant possession of the property.

### **Health and Safety**

We want your stay to be as comfortable as possible. Failure to comply with this condition 18 may be considered a breach of contract and the Guest being asked to leave.

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

### **Accessibility**

We operate in accordance with the Disability Discrimination Act 1995 and the Equality Act 2010 and, as such, we encourage all prospective guests to talk to us about any special accommodation requirements they may have. We will be pleased to discuss our most appropriate accommodation solutions with the aim of making all guests' stay as comfortable as possible.

### **Data Protection**

We are required to gather certain personal data about Clients and Guests for the purposes of satisfying operational and legal obligations. The personal data will be subject to the appropriate legal safeguards as specified in our Privacy Policy.

### **Complaints**

All complaints should be notified as soon as possible to us (contact details below) and we will do our best to resolve them in a timely manner.

If you are still not satisfied then within 7 days of the end of your stay, you should put your comments in writing to our address below, and we will use all reasonable efforts to resolve the matter as quickly as possible.

We shall not have any liability for any complaint submitted after this time.

**Law and jurisdiction**

These terms and conditions shall be governed by and construed in accordance with English law.

Any dispute relating to these terms and conditions shall be subject to the exclusive jurisdiction of the court of England.

**Severability**

If a provision of these terms and conditions is determined by any court or other competent authority to be unlawful and/or unenforceable, the other provisions will continue in effect.

If any unlawful and/or unenforceable provision of these terms and conditions would be lawful or enforceable if part of it were deleted, that part will be deemed to be deleted, and the rest of the provision will continue in effect.

**Interpretation**

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

**"Additional Charge"**

means a charge or fee that is additional to the rental and includes those specified as an 'additional charge' in these terms and conditions or in the Booking, and also any other reasonable charge or fee incurred by you under these terms and conditions.

**"us" or "we"**

refers to DHB STAYS LTD offering serviced apartments

**"Client"**

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

**"Guest"**

is any adult authorised by us to reside at the property – they could also be the Client.

**"Apartment" or "property"**

is an accommodation managed by us

**"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.

**"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.

**"Serviced Apartments"**

means: 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 license, a once per week cleaning and linen service.

**Statutory and regulatory disclosures**

Our details:

We are registered in England and Wales under registration number 13472541.

Our registered office is at 20-22 Wenlock Road, London, N1 7GU.

Our principal place of business is at 20-22 Wenlock Road, London, N1 7GU.

Our VAT number is N/A.

Our website is [www.dhbstays.co.uk](http://www.dhbstays.co.uk).

You can contact us:

by post, using the postal address given above,

using our website contact form,

by telephone, on the contact number published on our website; or

by email, using the email address published on our website.

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