



[www.shortstayengland.co.uk](http://www.shortstayengland.co.uk)

## Booking terms and House Rules:

### House rules:

To have as pleasant as possible stay in our properties, and to avoid eventual misunderstandings, we kindly ask the guests to read carefully our house rules and to observe its provisions.

Please note that guests must provide a copy of their passports and of the credit card holder's passport, by email, prior to arrival. The property may also require proof of address.

Please note that the address of each apartment may vary and will be confirmed by the property prior to arrival.

The property is rented on daily basis. The rates are very dynamic and vary from day to another, therefore, Shortstay England is not obliged to refund or will not charge the difference in rates.

Please note that all children under the age of 2 must be accommodated in a baby cot. Guests can bring their own travel cot or a cot can be provided for an additional fee, subject to availability and by prior arrangement.

Please note that all Special Requests are subject to availability and additional charges may apply

The standard check-in time is from 16:00 until 19:00, and needs to be agreed prior to arrival. Later arrivals are possible, depends on the property, additional charges may apply.

The charges may apply as a member of staff must be present after hours to meet guests at the property, provide keys, and to show them around.

Guests are required to inform us the time of arrival 1 hour prior to their arrival, by contacting through a phone call, texting on whatsapp or airbnb/booking.com. If you fail to contact us or arrive late, there will be a late check in fees as follows:

£25 for up to 2 hours delay

£35 from 2-5 hours delay

£65 for 5 or more hours delay

Check out is at 11:00am, unless stipulated otherwise in advance. In the event that a guest stays in the apartment after 11:00am we are entitled to bill him/her as follows:

£45 for up to 2 hours delay

£65 from 2-5 hours delay

£95 for 5 or more hours delay

Guests are obliged to carry their valuables with them. Shortstay England cannot take them for safekeeping nor guarantee for them for objective reasons.

The guests are asked not to make unpleasant noise and to observe peace and quiet at the stairway of the building and the property, particularly during night-time rest, from 22:00 to 09:00.

Parties or other events and loud music are not allowed.

Smoking is strictly not allowed. The guest will be billed £250 penalty charge. If member of staff see the evidence of smoking or even smell it in the property.

It is not allowed to bring any animal in the apartment.

The guests are permitted to receive visitors as long as they observe the provisions of house rules, if staying overnight extra charges apply.

Guests are obliged to carefully treat the amenities of the apartment as well as technical equipment and installations. Any damages made must be compensated.

Use of portable heaters and hot plate are not allowed.

The guests are obliged to leave the apartment in the same condition as they found it, clean, tidy and undamaged.

Upon departing, the guests are obliged to close all windows, turn off the heating as well as the lights in the room and its facilities, and to shut the door of the property as they leave. Key arrangement vary per your instruction email.

ShortstayEngland is not responsible for the consequences of force majeure such as: the disappearance / loss or theft of personal / valuables and technical goods in case of burglary, cuts of water supply, safety of elevators and central heating in the building, non-functioning of Internet and cable television service due to technical problems of provider, power outages in the building, disruption of telephone lines and other possible damages which the Agency / owner of the property were not able to prevent or stop.

In case of fire, flood or other emergencies promptly notify the Host as well as emergency services the telephone numbers of which are listed in the attached Guide – Important phone numbers.

During your stay in our property our staff will be at your disposal for every information and help that you might need. Feel free to contact us directly with the contact details provided in your confirmation.

## Booking terms:

### 1. The accommodation

1.1 We shall provide and you shall hire the house for the hire period, at the agreed price and upon the terms of this agreement.

1.2 We shall additionally provide:

(a) routine maintenance services as are required to keep the apartment in good and working condition;

(b) cleaning and fresh bed linen, as specified in the booking; and

(c) furniture and appliances.

1.3 We give you the right (in common with us and all others authorised by us) to use the apartment for the hire period. This right shall expire at the end of the hire period (subject to any earlier termination in accordance with this agreement) or at the expiry of any period of extension of the hire period.

1.4 You acknowledge that this agreement 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.

1.5 For bookings relating to this house that we do not own or operate, we act as an introductory agent only for our principal. In this case you acknowledge that your agreement to hire accommodation is with our principal and we act as the principal's agent only. You agree to indemnify us and keep us indemnified on demand for all claims, liabilities, losses, costs and expenses (including legal fees) incurred or suffered in connection with any contract or prospective contract between you and the principal which shall be made available to you on request.

### 2. Booking and payment

2.1 At the outset you must provide us with sufficient information to conclude a booking. We reserve the right to reject any booking.

2.2 Any special requests relating to the hire of the apartment should be notified prior to booking. We will use reasonable endeavours to accommodate any special requests and special requests may incur additional charges.

2.3 Payment of the agreed price is due within 24 hours of booking, unless otherwise agreed. Where you default on payment, we may terminate this agreement immediately upon notice to you.

2.4 Where you pay via credit or debit card, a surcharge will be added to the agreed price which you will be responsible for paying. The amount of the surcharge will be specified in the booking. We may also accept payments via bank transfer.

2.5 All payments due are exclusive of vat, which will be charged to you at the prevailing rate where applicable.

2.6 Unless otherwise agreed in writing, for every full or part day the apartment has not been returned beyond the agreed date of return we may charge a full day's hire at current hire rates for each part or full day the apartment is not returned to us. Payment of any such further charges shall be made upon demand and you authorise us to take such further charges from any credit or debit card used to make the booking.

2.7 You shall not have any right of set-off against, deduction, counterclaim or withholding of any amount payable by you under this agreement.

2.8 You shall pay on demand default interest charges (both before and after any judgement) on any sum payable by you to us under this agreement and not received by the due date at the annual rate of 5 per cent above the bank of England base rate in force at the time calculated on a daily basis and compounded on a monthly basis from the due date for payment until payment is received by us in cleared funds.

2.9 Payment for extensions are due before the cancellation notice period.

### 3. Cancellations

3.1 Any booking cancellations must be notified to us in writing.

3.2 Where you give notice of cancellation at least 7 days' prior to the commencement of the hire period, no cancellation charge shall apply.

3.3 Where you give less than 7 days' notice of cancellation, we may charge a cancellation fee equivalent to the agreed price or two weeks' rental, whichever is the lower.

3.4 The properties's weekly rental shall be determined by reference to the agreed price and the booking.

3.5 Where you fail to arrive and check-in to the apartment as agreed we charge the cancellation fee referred to in this clause 3.

3.6 Where we act as agent for a preferred supplier their terms and conditions may differ from our own. The specific cancellation policy should be requested at the time of booking and will be stated on the confirmation.

3.7 Credit card surcharges are non refundable.

#### 4. Arrival and departure

4.1 You may check-in to the apartment from 4:00 pm onwards on the first day of the hire period, unless agreed otherwise with us.

4.2 You must check-out of the apartment by 10:00 am on the last day of the hire period. Failure to do so may result in further charges pursuant to clause 2.6 above.

4.3 Earlier check-in or later check-out is subject to availability and may incur additional charges.

4.4 We will provide you with more specific instructions relating to check-in (including key collection) prior to the commencement of the hire period; and check-out instructions (including key return) upon your arrival at the apartment.

#### 5. Your obligations

5.1 You shall throughout the hire period:

5.1.1 Use the house as private residential accommodation only;

5.1.2 Ensure that the number of persons using the property does not exceed the maximum number of people allowed, notified to you upon booking and based upon the number of bed places in the house;

5.1.3 Keep the property at all times in good repair, condition and in a clean and tidy state;

5.1.4 Not repair or attempt to repair or carry out work to the house or allow any third party to do so unless instructed so to do by us in writing;

5.1.5 Notify us immediately upon causing or becoming aware of any damage to the house or its contents;

5.1.6 Not allow any pets or animals to enter the apartment;

5.1.7 Not smoke in the apartment and common areas;

5.1.8 Not cause (or invite anyone into the house who causes) a nuisance or disruption to occupiers of nearby premises;

5.1.9 Not behave in an abusive or threatening manner toward our staff;

5.1.10 Not remove any furniture and appliances or other items from the property without our prior consent;

5.1.11 Return the house to us at the end of the hire period or upon the earlier termination of this agreement in accordance with the terms of this agreement and in good repair, condition and in a clean and tidy state; and

5.1.12 Indemnify us and 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

default) in connection with this agreement or in connection with any use or misuse of the property, except for personal injury or death caused by our negligence.

5.2 You agree to give us or our authorised representatives permission at all reasonable times to enter the apartment to inspect the condition of the property.

5.3 If you default in any of your obligations under this agreement, we may terminate this agreement immediately upon notice to you.

## 6. Security deposit

6.1 Please ensure that you inspect the property immediately upon check-in and arrival. Unless we receive notification otherwise within one working days of check-in and arrival, we will be entitled to assume that you have fully accepted that the condition of the house is as per the inventory and condition report (or, if there is no inventory and condition report, is in good repair, condition and in a clean and tidy state) and you will waive any right to claim otherwise.

6.2 Risk of damage to the house and furniture and appliances will pass to you on check-in and arrival and shall remain with you until the hire period has expired or the apartment is returned to us in accordance with the terms of this agreement. You shall make good to us all loss or damage whatsoever of or to the property occurring during or arising from the hire period and all reasonable loss of rental resulting from such loss or damage. However you shall not be liable for loss or damage caused by fair wear and tear only.

6.3 A security deposit to cover your obligations under this clause 6 may be taken at or prior to arrival and check-in to the apartment. 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 any 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 above we may withhold some or all of your deposit to cover our loss and damage and our administration fees associated with repairing the property (refer to additional charges for details of such administration fees).

## 7. Additional charges

7.1 Additional charges which may be payable include those items specified in the booking.

7.2 In the case of additional charges becoming payable, you hereby authorise us to take all additional payments from the credit or debit card used to make the booking. If no credit or debit card was used in the booking you must pay additional charges by another acceptable means.

## 8. Extensions and changes

8.1 Should you wish to extend the hire period a request must be submitted to us and we may at our discretion and subject to availability, grant such request.

8.2 In the case of an extension under clause 8.1, you authorise us to take all additional payments from the credit or debit card used to make the booking. If no credit or debit card was used in the booking you must pay by another acceptable means.

8.3 Where the apartment specified in the booking becomes unavailable prior to the commencement of the hire period, we may relocate you to an apartment of similar type and standard in a similar location. Where such alternative apartment is priced lower than the apartment specified in the booking, the agreed price shall be reduced accordingly. Where such alternative apartment is priced higher, the agreed price shall remain the same.

## 9. Insurance and liability

9.1 We shall have no liability whatsoever (whether for breach of contract, tort (including but not limited to negligence) or breach of statutory duty) for any loss of profit, loss of or damage to goodwill, increased costs, loss of anticipated savings, loss of business, loss of reputation, theft of, loss of or damage to your property and any special, indirect or consequential losses or damages, and in any event, our total aggregate liability for all losses or damages suffered or incurred by you (whether arising through breach of contract, tort (including but not limited to negligence) or any breach of statutory duty) shall not exceed the aggregate agreed price paid by you.

9.2 You shall be solely responsible for and hold us fully indemnified against all claims, demands, liabilities, losses, damages, proceedings, costs and expenses suffered or incurred by us as a result of any breach or default on the part of you, your employees or agents in the discharge of your obligations under this agreement.

9.3 You have selected the apartment as being fit and suitable for your needs. We make no warranty or representation as to the suitability or fitness for purpose of the apartment and exclude all liability in this regard. You further acknowledge that, although content on the website, including any photographs, drawings or plans of the apartment, is published in good faith, we do not warrant that any of the content accurately or completely describes the apartment. Actual apartment size, design, fixtures, furnishings and facilities may vary.

9.4 We do not exclude liability for death or personal injury caused by our negligence or for fraudulent misrepresentation.

## 10. Complaints

We aim to provide a quality service. If, however, you wish to raise anything you are not satisfied with, please call 08000 434 777

or e-mail [info@shortstayengland.co.uk](mailto:info@shortstayengland.co.uk)

We will try to do our best to solve any problems that arise.

## 11. Termination

11.1 we may terminate this agreement immediately by giving written notice to you if:

11.1.1 You commit any material or persistent breach of this agreement and, if the breach is capable of remedy, fail to remedy it within 24 hours after being notified of the breach provided that, if such breach is a repeated breach then no time to remedy need be given; or

11.1.2 You shall do or allow to be done any act or omission which in our opinion may jeopardise our rights in the house or any part thereof, or if you abandon the property; or

11.1.3 Any sum payable by you under this agreement is not received by us on the due date for such payment and such non-payment is not remedied within 2 working days of you being given written notice by us to that effect.

11.2 Upon expiry or termination of this agreement for any reason whatsoever you shall:

11.2.1 Pay to us any agreed price in arrears and all other moneys due under this agreement;

11.2.2 Return the apartment to us in good repair, condition and in a clean and tidy state; and

11.2.3 Indemnify us against all reasonable costs incurred by us as a result of any failure to comply with such return conditions (as provided in clause 5).

11.3 Any of our rights arising prior to the termination of this agreement (howsoever arising) shall remain in force notwithstanding such termination.

11.4 We reserve the right to recover the property from you if you default in surrendering the house back to us. You shall indemnify us and keep us indemnified against any and all costs, losses and expenses (including legal expenses) incurred in retaking possession of the property.

## 12. General

### 12.1 Force majeure

No party will be liable to the other for and delay or non-performance of its obligations under this agreement arising from any cause or causes beyond its reasonable control including, without limitation, any of the following: act of god, governmental act, war, fire, flood, explosion or civil commotion.

### 12.2 Waiver

An omission by a party to exercise, or a delay in exercising, any right or remedy under this agreement shall not constitute a waiver of the right or remedy or a waiver of any other rights or remedies which that party may otherwise have and no single or partial exercise of any right or remedy under this agreement shall prevent any further exercise of the right or remedy or the exercise of any other right or remedy.

Any waiver of a breach of any of the terms of this agreement or of any default under this agreement shall not be deemed a waiver of any subsequent breach or default and shall not affect the other terms of this agreement.

### 12.3 Entire agreement

Each party acknowledges that this agreement constitutes the entire agreement and understanding between the parties with respect to the subject matter of this agreement and supersedes all prior discussions, understandings and agreement between the parties and their agents except for such variations as shall be agreed in writing by us and you.

Each party also agrees that in entering into this agreement, it is not relying on any statements, warranties or representations given or made (whether negligently or innocently and whether express or implied), or any acts or omissions by or on the part of any other party in relation to the subject matter of this agreement (except those expressly set out in this agreement) and it undertakes not to enforce or pursue any rights or remedies with respect to such subject matter otherwise than under this agreement and hereby waives and releases the other party in respect thereof absolutely.

### 12.4 Assignability

This agreement is personal to the parties.

We may assign our right title benefit and interest in and to this agreement without your consent of you. You may not assign your right title benefit and interest in and to this agreement.

### 12.5 Rights of third parties

A person who is not party to this agreement (a "third party") has no right under the contracts (rights of third parties) act 1999 ("the act") to enforce any term of this agreement, but this does not affect any right or remedy of a third party which exists or is available apart from the act.

### 12.6 Notices

Any notice or demand to be given under this agreement by either party to the other shall be in writing and shall be deemed to have been properly served if left at or sent by first class pre-paid post to or facsimile to the current number for that party's address as mentioned in this agreement or last known to the party sending the notice or demand and if so posted shall be deemed to have been received on the day following the date of posting and if sent by facsimile shall be deemed to have been received one hour after the time of transmission or, if transmitted out of normal business hours, one hour after the subsequent opening of business.

12.7 The parties agree that any disputes arising under or in any way connected with the subject matter of this agreement (whether of a contractual or tortious nature or otherwise) shall be subject to English law and to the exclusive jurisdiction of the english courts.

### 12.8 Interpretation

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

"agreement" means this agreement;

"additional charges" include, but are not restricted to, the additional charges in clause 8 which you are liable to pay for facilities and additional items;

"agreed price" means the price at which you agree to hire the apartment, as identified in the booking or in any subsequent agreement;

“apartment” means the apartment identified in the booking or an apartment of similar type and standard in a similar location;

“arrival date” means the first day of the hire period, as identified in the booking or in any subsequent agreement;

“booking” means an offer from you to us to hire the apartment 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;

“hire period” means the period commencing on the arrival date and expiring on delivery of the apartment back to us;

“inventory and condition report” means our report on the condition of the apartment and its contents;

“vat” means value added tax at the rate in force for the time being;

“website” means [www.shortstayengland.co.uk](http://www.shortstayengland.co.uk)