

# Berkshire Apartment Services

## **TERMS AND CONDITIONS**

### **1 – APPLICABLE REGULATIONS**

This agreement (terms and conditions) is governed by the laws of England and Wales. Each party irrevocably and unconditionally submits to the non-exclusive jurisdiction of the courts of England and Wales.

The resident may not invoke the statutory provisions applicable to residential leases, particularly as to security of tenure. The use of the apartment as a principal place of business is also prohibited.

### **2 - COMPLETION OF AN AGREEMENT (THE CONTRACT)**

A booking shall only be confirmed following acceptance by Berkshire Apartment Services of a resident's reservation and receipt of the resident's deposit (in accordance with clause 3). Berkshire Apartment Services may elect at its own discretion to confirm reservations in writing.

### **3 – DEPOSIT**

Reservations shall be binding only if guaranteed in full by credit card, or where prior credit arrangements have been agreed with Berkshire Apartment Services. Berkshire Apartment Services reserve the right to request a deposit, to be paid on or prior to day of arrival, if deemed necessary.

### **4 – SETTLEMENT OF INVOICES**

Invoices are to be settled upon presentation without delay. Berkshire Apartment Services will invoice for the entire duration of the stay on the date of arrival, except for stays extending beyond 14 days duration, in which event invoices will be presented in 14 days increments.

In cases where payment for a resident's stay has been arranged to be settled by someone other than the resident (the "Booker"), the resident will be required to provide a guarantee by credit card and the resident will be responsible personally for the payment if the "Booker" does not pay.

### **5 – ACCOMMODATION AND OCCUPANCY**

The price for hiring an apartment depends upon the duration of the stay. Our current prices (which Berkshire Apartment Services is able to adjust at its sole discretion) are available on application to the company. The price of the rental does not include the cost of any additional services requested and does not include any personal insurance cover. Berkshire Apartment Services recommends that the resident should take out all relevant insurance cover.

The number of people permitted to occupy each apartment is limited to the number of beds. If the number of people permitted to occupy an apartment is exceeded, Berkshire Apartment Services reserves the right to charge for additional apartments.

#### **Parking:**

All guests requiring parking must book this at the time of making their reservation. Berkshire Apartment Services will not be responsible for any charges incurred if parking is not booked/not available. Guests must also ensure that they park in the numbered space or area allocated to them.

### **6 – MODIFICATION TO A RESERVATION/TO THE DURATION OF STAY**

Subject to availability and at the discretion of the management, the length of stay can be extended, although there is no obligation to allocate the same apartment or to apply the same rate. If the duration of the reserved stay is to be shortened, and the resident needs to check out prior to the agreed date, Berkshire Apartment Services will use its best endeavours to re-let the apartment and the resident will be offered a refund which may be subject to a cancellation charge. If Berkshire Apartment Services is unable to re-let the apartment no refund will be available to the resident. If the duration of the stay is to be shortened then the applicable tariff for the shorter duration shall come into force and be applied retrospectively, effective from the original date of arrival.

### **7 – ARRIVALS/DEPARTURES**

Apartments are available for occupation from 15:00 hours on the day of arrival to 10:00 hours on the day of departure. All additional hours will be charged as one day unless otherwise agreed. Access details will be provided prior to check-in date.

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## **8 – CANCELLATION/NO SHOW POLICY**

All cancellations must be confirmed in writing. **For stays of 7 nights or longer** cancellations received 7 days prior to check in will be cancelled with no charge. Cancellations received 4-6 days prior to check in will be liable for a charge equivalent to 3 nights stay. Cancellations received 0-3 days prior to arrival will be liable for a charge equivalent to 7 nights. **For stays of 1-6 nights** cancellations received 3 days prior to check in will be cancelled with no charge. Cancellations received 0-2 days prior to check in will be charged equivalent to one nights stay.

## **9 – OBLIGATIONS OF THE RESIDENT**

Berkshire Apartment Services reserves the right to demand a security deposit on arrival in respect of any additional charges that may be levied. If a security deposit is not charged, valid credit/debit card details to cover any additional charges during you stay must be supplied at the time of booking and Berkshire Apartment Services reserves the right to deduct from that card, without further notice, all amounts chargeable under this section. **Additional charges include the following:-**

### **Cleaning:**

The apartment will be made available to the resident in good order and Berkshire Apartment Services expects the apartment to be left in the same good order on departure. If, at Berkshire Apartment Services discretion, additional cleaning is required on departure, the cost of this cleaning will be charged as an additional charge.

### **Damages:**

The resident is responsible for taking all reasonable care of the apartment and its contents. Except in the case of normal wear and tear, the resident will be responsible for making good any damage to the apartment or its contents which has occurred due to the negligence, wilful damage or irresponsible behaviour on the part of those occupying the apartment or their guests. The cost of the repair or replacement must be agreed and paid to Berkshire Apartment Services. A check of the apartment will be conducted both before & after a residents stay. Berkshire Apartment Services will charge a resident for any item of equipment or utensils missing or damaged and/or for any damage caused to the apartment.

### **Keys:**

Berkshire Apartment Services will issue the resident with a set of keys and extra keys are available on request, however, if the issued keys are not returned on departure a charge of £50 plus VAT per set of keys will be made to the resident. If between the hours of 7pm and 8am a resident locks themselves out of the property and requires assistance to re-enter the property, Berkshire Apartment Services reserves the right to charge £35 plus VAT call out charge in addition to the charge for the keys if lost.

### **Call Outs:**

If the emergency call out number is used to call out assistance between the hours of 7pm and 8am for any purpose other than an emergency, Berkshire Apartment Services reserve the right to charge the resident the call out fee of £50 plus VAT.

### **Telephone Calls:**

Telephone calls are charged separately.

## **10 - LIABILITY**

Neither Berkshire Apartment Services nor its representatives:

- take any liability for theft or damage to personal belongings in the apartment, car parking areas, storage facilities, or any other way during the period of the booking;
- shall be liable to the resident for any special, consequential or incidental damages howsoever arising during the period of the booking; or
- shall have any liability for any complaint submitted after the resident has left the apartment.

Subject to this agreement the resident (and/or the booker) indemnifies and holds harmless Berkshire Apartment Services and its affiliates, subsidiaries, officers, employees and agents from and against any loss (including legal costs and expenses) or liability incurred at law, in equity or otherwise by any of those indemnified arising from any personal injury or death caused by any negligent act or omission by the resident.

All information supplied by Berkshire Apartment Services and/or its representatives is given in good faith and is based on information available at the time. All reasonable measures have been taken to ensure the accuracy of any statement made, but neither Berkshire Apartment Services nor our representatives shall be liable for any variation howsoever caused.

## **11 – RESTRICTIONS**

### **Pets:**

Berkshire Apartment Services regrets that pets are not allowed in the apartments.

## **12 – TERMINATION**

The agreement will be terminated immediately and without notice in the event of the resident's non-performance of his/her obligations, or unsuitable conduct causing disturbance to other residents in the apartment residence. The resident shall leave immediately on request.

## **13 – GENERAL**

Berkshire Apartment Services reserves the right to enter (either ourselves or through sub-contractors) the rented apartment at any time (with due regard to the convenience of the resident) for inspections, maintenance, cleaning and security purposes and to ensure due performance of this agreement by the resident.