Terms and Conditions

Anderstone SA LTD Trading as Anderstone Serviced Accommodation

By booking accommodation with Anderstone SA you are agreeing to the following terms and conditions.

1.The Booking

- 1.1. Your booking is with Anderstone SA which is a Limited Company registered in England and Wales 11685167 of management For attention of Anderstone SA, 31 Talbot road, Wellingborough NN81QH
- 1.2. References to you or you are references to the person or organisation making the booking with Anderstone SA.
- 1.3. These terms apply to bookings made via the ANDERSTONE SA website, by email or telephone or in person with ANDERSTONE SA. Bookings made via OTA's (Online Travel Agency) <u>Booking.com</u>, AirBnb, Expedia etc will be subject to our terms and conditions in addition to the terms and conditions of their OTA (online travel agent)
- 1.4. Your booking is confirmed, and a legal contract concluded once your payment has been successfully made. No booking is made or contract concluded when payment is declined or unauthorised.
- 1.5. You agree that the booking is for a short term stay for leisure, business or temporary purposes and 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.
- 1.6. Bookings can be for any length from one night up to three months. Bookings may be made at any time until 8pm for same day check-in.

- 1.7. Bookings may only be made by a person aged 18 or above and there must be at least one person aged 18 or above staying in the accommodation.
- 1.8. You may not re-sell or re-assign your booking to any other person or organisation except with the express authority of ANDERSTONE SA.
- 1.9 The quotation is based on 2 occupants (base rate) with additional guest being charged extra per night regardless of the size of the property.

For example, a 5 bed house will cost 2 people £130 however, for 3 people it is likely to cost £140.

This means if extra beds have been slept over and beyond the amount of people booked for then we will charge for additional guests.

2. Payment and Cancellations

- 2.1. All payments shall be made by bank transfer, Credit or Debit Card.
- 2.2. Full payment is required upon booking unless expressly agreed otherwise by ANDERSTONE SA.
- 2.3. The total price for your entire stay will be presented to you before you confirm your booking and make payment. Our pricing is dynamic and therefore the price for the same or similar accommodation may vary over time after your booking is made. This does not confer upon ANDERSTONE SA any right to require additional payment where the price increases and does not confer any right on you to a discount if the price decreases.
- 2.4. If ANDESONE SA needs to cancel the booking within 28 days of check-in a full refund will be made to you or we may find you suitable alternative accommodation.
- 2.5. If you cancel the booking within 14 days of the first day of your booking, then ANDERSTONE SA reserves the right to retain the full amount paid. Any refund will

be at ALL ANDERSTONE SA's entire discretion unless it is able to book out the accommodation to other guests, in which case it shall make a refund to you of your booking cost, less any difference in price where the replacement booking was off a lesser value.

- 2.6. ANDERSTONE SA reserves the right to cancel bookings within 7 days of the first day of the reservation where it is necessary due to reasons outside of ANDERSTONE SA's reasonable control or in the event of an overbooking due to delays or errors within the booking system. In the event of such cancellation the client will receive a full refund.
- 2.7 Damage Deposits will need to be paid before check in and this is at the discretion of ANDERSTONE SA. The price varies on your chosen accommodation ranging from £250-£350. This will be refunded once the cleaning team have confirmed the house is how it was left and there are no missing items, no evidence of smoking inside and all keys have been returned. However some of the corporate clients may be exempt and again this is at the discretion of ANDERSTONE SA.
- 2.8 You will need to provide ID and proof of address once you have booked your accommodation.

3. Your stay

- 3.1. Check-in time is from 15:00 until 21:00 and check-out time is no later than 11:00, unless expressly agreed by ANDERSTONE SA. ANDERSTONE SA can offer an early check-in or later check-out at a rate of £10 per hour subject to availability. Information on the check-in and check-out procedure and access to the accommodation will be provided separately.
- 3.2. ANDERSTONE SA provide serviced accommodation rather than a hotel or guest house service. ANDERSTONE SA do not provide meals or newspapers.
- 3.3. Included in your room/apartment will be linen and towels. A cleaning service is provided on check out however if needed during stay, further information is available on request.

- 3.4. Your accommodation will also include a supply of coffee, tea and sugar.
- 3.5. You are responsible for the conduct of all persons staying within the accommodation and shall ensure that they comply with these terms and conditions. In particular you and your guests **must not:**
- 3.5.1. Smoke in the premises. All rooms and common spaces in our accommodation is strictly non- smoking you and other guests may only smoke outside of the premises. Pots of sand are provided to dispose of cigarette ends. Any cigarette smoke detected in the property will incur a £200 deep cleaning charge deducted from your deposit.
- 3.5.2. Bring any pets into the premises, with the exception of assistance dogs or unless expressly agreed by ANDERSTONE SA.
- 3.5.3. Bring any potentially dangerous or hazardous materials or equipment onto the premises;
- 3.5.4. Tamper with any fire alarms or emergency equipment;
- 3.5.5. Remove, damage or destroy any ANDERSTONE SA's property;
- 3.5.6. Use any technology provided by ANDERSTONE SA to download or access any unlawful or obscene material;
- 3.5.7. Cause unreasonable disturbance to our other guests, neighbours or any ANDERSTONE SA staff
- 3.5.8. Make excessive noise particularly after 11pm especially from TV's and other electronic devices;
- 3.5.9. Fail to return your room keys/fobs/cards at the end of your stay as, in the interests of security, we may have to replace the corresponding locks.

4. Damage, theft and costs

4.1. ANDERSTONE SA reserves the right to charge to the credit/debit card used for payment or any other card used to provide security in respect of:

- 4.1.1 The cost of replacing or repairing any property of ANDERSTONE SA including furniture, upholstery, fittings, appliances or other fixtures and items which are damaged during your stay;
- 4.1.2 The cost of replacing any items of property which are stolen from the accommodation during your stay
- 4.1.3 Any breach of our non-smoking policy. A standard charge of £200 will be charged to your card where we find evidence of smoking within the accommodation to cover cleaning costs but we reserve the right to charge additional amounts to cover any damage caused by smoking
- 4.2. Such costs may be charged on check-out but ANDERSTONE SA reserves the right to apply such charges to your card at a later date where necessary.
- 4.3. Where ANDERSTONE SA is unable for any reason to apply such a charge against your credit/debit card then an invoice will be sent to you and which you agree to pay within 14 days of receipt.
- 4.4. ANDERSTONE SA will provide a receipt including a break-down of costs for all additional charges made to your credit or debit card.
- 5. Privacy, Data Protection and Credit/Debit Card Security
- 5.1. ANDERSTONE SA processes information about you that you provide when making a

reservation and/or upon check-in in accordance with our **privacy policy**

By providing this

information you consent (on your behalf and on behalf of each member of your group) to such processing and you warrant that all information provided by you is accurate.

5.2. You should note that we are required by law to maintain a register of all guests' names and nationality (to be taken on arrival) and to keep such details on file

for at least 12 months from the date of arrival. In addition, for guests who are not of British, Irish or Commonwealth nationalities we are required to take details of your passport or other travel documentation and the address of your next destination.

- 5.3. For full details on how we collect, use and store personal data including the use of cookies please see our full **privacy policy.**
- 5.4. We use a secure third party service to process card payments (www.stripe.com/gb). This service is PCI-DSS compliant and allows us to make charges to your credit and debit card in accordance with these terms. We do not make or store any copy of your card details in our own systems or elsewhere. You can read the privacy policy of the third party provider here:

www.stripe.com/gb/ privacy.

6. Complaints

- 6.1. ANDERSTONE SA want to ensure that you have an enjoyable stay.
- 6.2. If you have a problem during your stay, please talk to any member of staff who will be able to help you.
- 6.3. If ANDERSTONE SA are unable to informally resolve any complaint you have at the time of your stay then you may submit a formal complaint in accordance with this procedure. Formal complaints should be submitted in writing using the contact details below. Please provide as much information as possible in order that ANDERSTONE SA may properly investigate your complaint.
- 6.4. Your complaint will be dealt with by an appointed member of the ANDERSTONE SA management team. ANDERSTONE SA aims to respond to formal complaints within 2 days but if this will not possible ANDERSTONE SA will notify you of this and of when it expects to respond. ANDERSTONE SA will set out the outcome to your complaint in writing.

6.5. ANDERSTONE SA reserves the right to reject without further investigation any vexatious complaint or complaint made in bad faith.
Email address: <u>info@anderstone-sa.com</u>
Postal address: [Anderstone SA LTD, 31 Talbot road, Wellingborough, NN81QH
7. 7. Limitation of Liability
7.1. The liability of ANDERSTONE SA to you under these terms and conditions shall be limited to the total value of your booking (unless the Hotel Proprietor 's Act 1956 applies, in which case our liability will be limited to the maximum prescribed under that Act) except where such loss is caused by our negligence, in which case it shall be limited to any direct and reasonably foreseeable loss suffered by you.
7.2. ANDERSTONE SA shall not be liable in any circumstances to you for any consequential or indirect loss including loss of profit, data, management time, reputation or goodwill.
7.3. ANDERSTONE SA shall not be liable for any damages or loss caused by conditions or events beyond its control including, but not limited to:
7.3.1. Strike, lockout or other labour dispute affecting the employees of ANDERSTONE SA.
7.3.2. Acts of God;
7.3.3. Natural disasters; including epidemic or pandemics

7.3.5. carrier, c	Act or omission of government, highway authorities or telecommunications operator or administrator;
7.3.6. services Goods;	Delay in manufacture, production or supply by third parties of equipment or required for the performance of the Services or production and supply of the

7.4. Nothing in this clause or these terms shall limit ANDERSTONE SA's liability for death or personal injury or in respect of fraudulent misrepresentation.

8. Severability

7.3.4. Acts of war or terrorism;

8.1. If any provision or provisions of these terms and conditions shall be held to be invalid, illegal, unenforceable or in conflict with the law of any jurisdiction, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.

9. Waiver

9.1. The failure of any party at any time to require performance of any provision or to resort to any remedy provided under these terms and conditions shall in no way affect the right of that party to require performance or to resort to a remedy at any time thereafter, nor shall the waiver by any party of a breach be deemed to be a waiver of any subsequent breach. A waiver shall not be effective unless it is in writing and signed by the party against whom the waiver is being enforced.

10. Entire Agreement

10.1. These terms and conditions constitute the entire agreement of the parties and supersedes all prior communications, understandings and agreements relating to the subject matter hereof, whether oral or written.
11. Third party rights
11.1. Nothing in this Agreement is intended to, nor shall, confer any rights on a third party unless expressly provided otherwise

12. Jurisdiction

12.1. This Agreement shall be construed in accordance with English Law and the Courts of England and Wales shall have exclusive jurisdiction in so far as any matter arising from this Agreement is required to be referred to a court of law.