



B E R K E L E Y
A p a r t m e n t s

Berkeley Apartments

70 Park Row, Clifton, Bristol, BS1 5LE

Terms and Conditions of Hire

Definitions

"Berkeley" "Us" or "We" refers to Berkeley Estates & Management Ltd, trading as Berkeley Apartments.

"Client" is the person who arranges the accommodation – they could also be the Guest.

"Guest" is the person who resides at the property – they could also be the Client.

"Apartment or property" – is an apartment at Berkeley Apartments

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

"Inclusive Services" means housekeeping service once per 2 week, linen and towel change once per 2 week, use of electricity, gas, water, sewerage, council tax (business rates), 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, telephone line rental, a once per 2 week cleaning and linen service and initial welcome starter pack.

1. Scope

1.1 Your stay with Berkeley Apartments is not intended to confer exclusive possession on either the Client or Guest nor to create the relationship of landlord and tenant between Berkeley Apartments and either the Client or the Guest. Neither the Client or the Guest will be entitled to any tenancy, or any assured shorthold 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.

2. Agreement for Occupation

2.1 Berkeley Apartments permit the Client to occupy the property, such occupation being by the Guest personally only and to use Berkeley's 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 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 midday on the day after 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 The accommodation of children under the age of 12 must be agreed by prior arrangement.

2.7 Although accommodation and location are confirmed in advance, the exact apartment cannot be guaranteed prior to arrival.

2.8 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 request the excess occupants to vacate the property.

3. Paying for your Accommodation

3.1 The Client will pay to Berkeley Apartments: -

3.1.1 Cleared funds of 50% of invoice value must be received to secure reservation before your arrival date then the total cost of the accommodation will become payable immediately in full on or before check in. All prices advised to you are inclusive of booking fees and charges, but excluding telephone calls made (which will be invoiced separately).

3.1.2 Should payment not reach us within the required time We reserve the right to cancel any bookings made and any deposit paid will be forfeit.

3.1.3 Any charges notified to the Client for telephone calls made at the property during the accommodation period. These charges will become payable on departure and an itemised invoice will be provided.

3.1.4 If the Client fails to pay Berkeley Apartments any sums that are payable under this agreement when due, the Client will pay Berkeley, 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 Berkeley receives payment in full cleared funds both before and after any judgement.

3.1.5 A deposit covering breakages and damages may be required at the time of booking. The deposit will be refunded at the end of your stay, following our inspection of the apartment used by you and the settlement of all charges owing to Us. If a deposit is not charged, valid credit/debit card details to cover any additional charges during either your current or any future stays with Us must be supplied by the time of booking and we reserve the right to deduct from that card, without further notice, all amounts chargeable under this agreement. Within one week of such deduction We will provide the booker by email a breakdown of the issues and costs of rectifying them. In the event that payment is declined, for any reason, or no card details are provided, We reserve the right to charge the company or individual who made the booking at the address provided. You must pay this invoice within 7 days of issue.

3.1.6 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.

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

3.1.8 Where there is evidence of guests smoking within the apartment, we reserve the right to charge £150 plus VAT for specialist cleaning.

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 7 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 of £50 plus VAT to cover the necessary administrative costs incurred.

4.4 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 is 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 left at owners risk. Please ensure that cars are locked and possessions are left out of sight.

5.5 Lost property will be kept for 1 month after departure or forwarded at the guest's expense.

6. Keys

6.1 Unless otherwise agreed, Berkeley will issue to the Client or Guest two sets 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 replace them at a cost to the Client or Guest of £70.00 per set of keys.

6.2 If, between the hours of 8pm and 8am the Guest locks him or herself out of the Property and requires Berkeley assistance to re-enter the Property, Berkeley reserves the right to charge a £70.00 administration fee (which if not paid to Berkeley representative on demand may be invoiced to the Client).

6.3 Berkeley 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 has been caused or 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 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 locations, however, the management 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. Neither Berkeley Apartments or its employees 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.

A copy of our Fair Use Policy is available in the Information Pack in each apartment.

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 Berkeley 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 can be reported to Bristol City 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.

10.1.6 Not make any alterations to the Property.

10.1.7 Indemnify and keep Berkeley 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.

10.1.8 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.

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

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

10.1.11 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.

10.1.12 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.

10.1.13 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.

10.1.14 Not change any lock to the Property or have any duplicate keys made.

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

10.1.16 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.

10.1.17 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.

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

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

10.1.20 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 notifications in or around the Property. Depending on which apartment is allocated, the apartment is suitable for between 1 to 5 persons.

10.1.21 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. Berkeley accept no liability for mis-use of products supplied.

10.1.22 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 Berkeley Apartments 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 and/or

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 Berkeley 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 Berkeley all keys to the Property and give Berkeley 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. A cancellation charge will be payable, based on the number of days before the booking start date that we received your cancellation, as shown below: -

<u>Number of Days Before Start Of Booking</u>	<u>Amount Payable</u>
8 – 14	50%
7 or less	100%

12.2 Berkeley Apartments may, as its own discretion, waive its rights to cancellation fees.

13. Health and Safety

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. A copy of our Health and Safety is enclosed in the Information Pack in each apartment.

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.

By signing these terms and conditions you agree to abide by the terms of the Policy.

14. Data Protection Policy

Berkeley Apartments are 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.

Berkeley Apartments fully endorse and adhere 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:

- Be processed fairly and lawfully purpose and shall not be processed in any manner incompatible with that purpose;

- Be obtained for a specified and lawful purpose and shall be processed in any manner incompatible with that purpose;
- Be adequate, relevant and not excessive for those purposes;
- Be accurate and, where necessary, kept up to date;
- Not to be kept for longer than is necessary for that purpose;
- Be processed in accordance with the data subject's rights;
- Be kept secure from unauthorised or unlawful processing and protected against accidental loss, destruction, or damage by using the appropriate technical and organisational measures;
- 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 our representatives at our business office as they will usually be able to resolve any problems.

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 business address and we will use all reasonable efforts to resolve the matter as quickly as possible.

16. Law

These Conditions and terms of contract and all matters arising there from are subject to the law of England and Wales and in the event of dispute, you will be subject to the exclusive jurisdiction of the courts of England and Wales.

17. Your Rights

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

The Berkeley Apartments are operated by Berkeley Estates & Management Limited which is registered in England No. 7044312. The registered office address of Berkeley Estates & Management is 70 Park Row, Clifton, Bristol, BS1 5LE. Telephone 01179227227

Signed by..... Company Name (if applicable).....

For and on behalf of the Client/Guest

Print name..... Date.....

Signed by.....

For and on behalf of Berkeley Apartments

Date.....

How to Pay

Payment can be made by:

American Express, Visa, Mastercard and various debit cards

Our bank details are as follows: -

Account name: Berkeley Estates & Management Ltd
t/a Berkeley Apartments

Address: HSBC
45 Milsom Street
Bath BA1 1DU

For payments in the UK by BACS, credit transfer, telephone or internet banking.

Sort code: 40-09-19

Account number: 12500213