



T: +44 333 444 5506

E: admin@lifestyledwellings.com

W: www.lifestyledwellings.com

Lifestyle Dwellings ('LD') is a trading name of HRS Property Solutions Ltd, a limited company registered in England and Wales (Company No. 10039246)

By booking accommodation with Lifestyle Dwellings, you are agreeing to the following terms and conditions:

1. The Booking

1.1. Your booking is with Lifestyle Dwellings (referred to as LD in these terms and conditions) which is a trading name of HRS Property Solutions Ltd Which is a limited company registered in England and Wales company no.10039246. Registered office: Kemp House 124 City Road London EC1V 2NX

1.2. References to you or your, are references to the person or organisation booking with LD.

1.3. These terms apply to bookings made via the LD website, by email or telephone or in person with LD. Bookings made via Booking.com and Airbnb will be subject to their own respective terms and conditions.

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 right 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 or the Housing Act 1988.

1.6. Bookings can be for any length from one night up to three months (any bookings longer than 3 months must be agreed with the company director).

1.7. Bookings may only be made by a person aged 21 or above and there must be at least one person aged 21 or above staying in the accommodation.

1.8. You may not resell or re-assign your booking to any other person or organisation except with the express authority of LD.

2. Payments and Cancellations

2.1. All payments shall be made by Credit or Debit Card, or bank transfer. LD do not charge a fee.

2.2. Full payment is required upon booking unless expressly agreed otherwise by LD.

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 LD 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. Falsified Bookings – 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.

2.5. LD may cancel the booking at any time up to 30 days prior to the first day of your booking with LD in which case a full refund will be made to you. LD will commit to assist in finding alternative

accommodation where feasible.

2.6. If you cancel the booking LD reserves the right to retain the full amount paid. Refunds may be granted at LD's discretion, subject to the property being rebooked and less any administrative costs

2.7. LD 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 LD 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. LD will commit to assist in finding alternative accommodation where feasible.

3. Your Stay

3.1. In cases where the House Rules are not adhered to, we reserve the right to make additional charges as specified in our terms and conditions, but you will always be advised prior to any action taken and given the opportunity to respond. In extreme cases we will ask you to vacate the property immediately with no refund. Guests must comply with our House Rules, which form part of this agreement.

3.2. Check-in time is from any time after 3pm on the check-in day and check- out time is no later than 10am, unless expressly agreed by LD otherwise. LD may request an additional payment for early check-in or later check-out. Information on the check-in and check-out procedure and access to the accommodation will be provided separately in an email.

3.3. LD provides serviced accommodation rather than a hotel or Guest house service. LD does not provide meals or newspapers.

3.4. The Main Guest must inspect the property on arrival. Unless we receive notification otherwise within four hours of arrival, LD will be entitled to assume that you have fully accepted that the condition of the property is in good repair, condition and in a clean and tidy state and you will waive any right to claim otherwise.

3.5. Included in your property will be linen and towels. A cleaning service is provided and further information is available on request.

3.6. 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 are strictly non- smoking, you and other Guests may only smoke outside of the premises.

3.5.2. Bring any pets into the premises, with the exception of assistance dogs agreed by LD.

3.5.3. Bring any potentially dangerous or hazardous materials or equipment or illegal substances onto the premises, including any drugs paraphernalia.

3.5.4. Tamper with any fire alarms or emergency equipment.

3.5.5. Remove, damage or destroy any LD property.

3.5.6. Use any technology provided by LD to download or access unlawful material.

3.5.7. Cause unreasonable disturbance to our other Guests or any LD staff.

3.5.8. Make excessive noise particularly between the hours of 11pm and 7am in accordance to the government guidance - Noise nuisances: how councils deal with complaints <https://www.gov.uk/guidance/noise-nuisances-how-councils-deal-with-complaints>

3.5.9. Fail to return your keys/fobs/cards at the end of your stay as, in the interests of security: we may have to replace the corresponding locks.

3.5.10. 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 Main Guest for the maintenance call out, as an Additional Charge.

4. Damage, Theft and Costs

4.1. LD reserves the right to charge 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 LD 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 £75 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

4.1.4 Consumption, sale or misuse of any illegal substances or associated paraphernalia. A standard charge of £100 will be charged to your card where we find evidence of illegal substances within the accommodation to cover responsible removal and additional cleaning costs, but we reserve the right to charge additional amounts should there be reasonable requirement to do so. Charges are cumulative *only if justified*.

4.2. Such costs may be charged on check-out but LD reserves the right to apply such charges to your card at a later date where necessary.

4.3. Where LD 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. LD will provide a receipt including a break-down of costs for all additional charges made to your credit or debit card.

4.5. Loss of LD property and other additional charges that could be incurred during your stay at the property are listed below: The following charges are indicative. LD reserves the right to charge on a case-by-case basis if damage exceeds these amounts.

- Lost keys – £100.00
- Emergency Call out charge (outside working hours) – £100.00
- Excessive cleaning – £30.00 per hour

- Disruption / Noise complaints / Disruptive Social Gatherings – £100.00 Inappropriate items flushed down toilet – £150.00
- Late check-out – £25.00 per hour
- Early check-in – £25.00 (before 3pm) on the check-in date
- Damaged items and/or decor/furniture/fittings – case by case basis to cover repair/replacement

5. Privacy, Data Protection and Credit/Debit Card Security

5.1. LD processes information about you that you provide when making a reservation and/or upon check-in in accordance with our privacy policy. You can read our full privacy policy at: https://bit.ly/LD_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 Guest names and nationalities (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. Data collected will be securely stored and only accessed by authorised personnel, in compliance with GDPR.

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. You can read our full privacy policy at: https://bit.ly/LD_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. LD 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. If LD 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 LD may properly investigate your complaint.

6.3. Your complaint will be dealt with by an appointed member of the LD management team. LD aims to respond to formal complaints within 10 business working days but if this is not possible LD will notify you of this and of when it expects to respond. LD will set out the outcome to your complaint in writing.

6.4. LD reserves the right to reject without further investigation any vexatious complaint or complaint made in bad faith provided LD offers reasons for such dismissal in writing.”

Email address: admin@lifestyledwellings.com

Postal address: HRS Property Solutions Ltd, Kemp House 124 City Road London EC1V 2NX

7. Limitation of Liability

7.1. The liability of LD 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.

Note*

Nothing in these terms shall limit liability for negligence causing death or personal injury, or for fraud.

7.2. LD 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. LD 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 LD;

7.3.2. Acts of God;

7.3.3. Natural disasters;

7.3.4. Acts of war or terrorism;

7.3.5. Act or omission of government, highway authorities or telecommunications carrier, operator or administrator;

7.3.6. Delay in manufacture, production or supply by third parties of equipment or services required for the performance of the Services or production and supply of the Goods;

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

8. Severability

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. Additional Clauses

12.1. Force Majeure

LD shall not be liable for any failure or delay in performing its obligations under this Agreement where such failure or delay results from any cause that is beyond the reasonable control of LD. Such causes include but are not limited to: power failure, internet service provider failure, strikes, lockouts, civil unrest, acts of terrorism, war, pandemic, government action, natural disasters, or any other event beyond the control of LD.

12.2. Insurance

Guests are advised to take out appropriate travel and personal possessions insurance. LD does not provide insurance cover for guests' personal belongings, and guests agree that LD is not liable for any loss, theft, or damage to personal property during the stay.

12.3. Access Rights

LD or its authorised representatives shall have the right to access the accommodation at all reasonable times for the purpose of inspection, maintenance, or in emergencies. In non-emergency situations, reasonable notice will be given to guests.

12.4. No Partnership

Nothing in these Terms and Conditions shall be construed to create a partnership, joint venture, or agency relationship between LD and any guest.

12.5. Updates to Terms

LD reserves the right to amend these Terms & Conditions at any time. Any such changes will be communicated via the LD website or in writing and will not affect bookings already confirmed unless required by law.

13. Jurisdiction

13.1. 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.

Summary

Arrivals & Departures

- Check-in is from any time or day after 3pm on the check-in date
- Check-out is 10am
- Early check-in/Late check-out available on request £25
- Please note* Your card will be charged with a refundable damage deposit of £100 and is also pre-authorised in the event of a charge sustained as laid out in sections 4.5.1 to 4.5.9
- In cases where the House Rules are not adhered to, we reserve the right to make additional charges as specified in our terms and conditions, but you will always be advised prior to any action taken and given the opportunity to respond. In extreme cases we will ask you to vacate the property immediately with no refund.

Keys and Security

- Lost or stolen keys will be charged at £100 per key.
- All Keys MUST be left in the key box and not taken away from the property.
- If a Guest loses or misplaces their keys and assistance is required outside of office hours (9.00am – 6.00pm Monday –Friday) an additional charge of £100 will be made to assist the Guest in accessing their apartment.
- All windows need to be closed and locked on departure and when not in the property for security reasons. If windows are left open there will be a charge of £30 per open window.

Cancellation Policy

- Notice of cancellation is required at least 30 days prior to arrival.
- Cancellations made less than 30 days prior to arrival no refund will be issued.
- If your stay is reduced in length (for any reason) the above cancellation terms will apply to shorten the stay.

Property Use & Conditions

- The named client above and any Guests will agree to check-out on the date above and use the property only as a short-term residence, and acknowledge this is NOT a tenancy agreement, assured shorthold tenancy, and the checkout date is the date you and your Guests agree to checkout of the property.
- Smoking is not allowed in the Property we reserve the right to charge the Main Guest's credit/debit card of £75
- The Main Guest is responsible for taking all reasonable care of the property and its contents. The property and all equipment, utensils, furniture etc. must be left clean and tidy at the end of the hire period. Except in the case of normal wear and tear the hirer will be responsible for making good any damage to the apartment or its contents, which has occurred due to negligence, wilful damage or irresponsible behaviour on the part of those occupying the apartment or their Guests.
- The Main Guest understands that they will be invoiced 100% for any losses, claims, damage or expenses caused by their actions and incurred by the landlord during their stay in the Property. This applies also to the consequence of any actions caused by anyone the Main Guest has brought into the building.
- We have the right to terminate a booking at any time on the grounds of abuse to staff or other Guests, mistreatment of the property or breach of these terms or criminal activity on the part of those occupying the apartment or their Guests.
- Access to the property is not exclusive to the Guests. Authorised staff from Lifestyle Dwellings have the right of access to the property at all reasonable times (and at all times in case of emergency without notice to the Guests).
- Under no circumstances are pets of any sort permitted in the property.
- The maximum number of people allowed in the property should be stated on the original booking and not exceed this number. If this is exceeded £50 per person will be charged.
- Lifestyle Dwellings does not accept liability or provide any insurance cover for the loss or damage caused to Guests or their possessions. Valuables should not be left in the Apartment.

1 x Takeaway on us

Maximum reimbursement of £3 per Guest for food ordered through Just Eat with matching delivery address and date. Refund issued post-verification.

This document confirms you have read the above and is fully binding. I accept and authorise any extra charges made to my credit / debit card.