

Your space to relax, work & entertain

Terms & Conditions

Upon booking with Hamilton Grace Limited you are deemed to have read in full and accepted the following Terms and Conditions:

Photo ID must be given at time of check-in, in the form of a valid passport or driving licence (for each person staying in the apartment) along with proof of address for the person making the booking. Please note that a guest must be over 21 to make a booking.

If you will be arriving outside of the times for our Meet & Greet service, please ensure the above is emailed to info@HamiltonGrace.co.uk 48 hours before arrival.

Please note you will not be allowed access to the apartment without proof of ID and no refund will be given.

Guests should use the booking confirmation invoice email as a receipt of payment and confirmation of the booking made with Hamilton Grace Limited.

1. Booking & Payment Procedure

Full payment is due in advance of occupation this will be taken on the day of booking unless agreed otherwise in writing at the time of booking. Credit card details will be held on file to cover any damages or other costs. Upon receipt of payment we will send you written confirmation of your booking by email. You may extend your stay at any time, subject to availability. No extra fees are charged for last minute bookings.

Payment must be made in full, in advance by bank transfer or credit/debit card (a 3% fee will be charged for credit cards and American Express - £1 charge for UK debit cards). All prices quoted are in UK Pounds Sterling and are correct at the time of publication. Payment must be made in UK Pounds Sterling. Bookings using a credit/debit card must be made by, or with the consent of the cardholder.

If you intend to pay by bank transfer this should reach our account net of all bank charges. Please ask your bank to show your name and booking reference on the transfer. A copy of the transfer should also be sent or emailed to us. Please note that a valid credit card is required by way of security. If this is not possible a refundable security deposit of £100 will be required.

Guests must be over 21 years old to make a booking with Hamilton Grace Limited.

Stays of 2 weeks or less

Bookings for stays of 2 weeks or less must be paid in full 7 days before check-in (prior to occupancy).

Stays of 2 to 6 weeks

For stays of 2 to 6 weeks, a deposit of 25% will be taken at the time of booking with the remainder being due 7 days before check-in.

Stays of more than 6 weeks

Bookings of more than 6 weeks are invoiced in 6 week blocks (42 nights). 25% of the first 6 weeks will be taken at the time of booking, with the remainder being due 7 days before check-in. The next invoice (for the next 6 weeks) is due for payment no later than 28 days after check-in. Subsequent payments must be made every 28 days.

Holding Deposit

We reserve the right to take a holding deposit of £300 on arrival (or 48 hours before arrival if you will be self-check-in), photo ID and proof of address must also be provided.

The holding deposit is required in case of any damages to the apartments or furnishings. This payment will be pre-approved but will not be taken unless, when the property is inspected after departure, there are any damages or you have been found to be in breach of any of our terms & conditions. If this should be the case, the amount deducted will be the repair cost, replacement cost and/ or the relevant fee for the breach of our terms and conditions.

Deposits are authorised by way of a credit/debit card and are refunded once keys are returned and the apartment is checked over for damages.

Prices

All prices are quoted in UK pounds sterling. They are based on costs prevailing at the time of quotation and may be subject to change. Any discounts and special offers are only applicable at the time of booking and cannot be applied once the booking has been confirmed.

2. Cancellation Policy

If you cancel your booking after the Cancellation Deadline you will be charged the full value of your booking, including any booking extras you have selected for the duration of your stay.

We strongly recommend that clients purchase adequate travel and personal insurance cover. Depending on the reasons for your cancellation, you may be able to reclaim our cancellation charges from your insurance company. Any curtailment of your stay will be treated as a cancellation.

If We Cancel You're Booking

In exceptional circumstances it may be necessary for us (Hamilton Grace Limited) to cancel a booking, in the event of this we shall make all reasonable efforts to offer a suitable alternative within our property portfolio, if we cannot offer alternative accommodation we will provide a full refund for the dates we cannot accommodate.

3. Amendments to Bookings

Should you change the number of guests, dates, room nights or room type, then the prices are subject to change.

If a guest wishes to amend a booking (dates of stay, accommodation required, check in/out time), we will make all reasonable efforts to comply with the request(s) however the guest will be charged for any additional charges incurred and an administration fee of £25 will be payable to us once any change has been

made. No administration charge will apply if you extend your booking beyond the period booked. If the guest makes amendments to the booking once the stay has commenced we may not be able to comply with the request(s). If on any occasion the guest vacates the apartment early and wishes to terminate the remainder of their stay, this must be confirmed in writing and the keys be returned on the new agreed check-out date. — We accept no liability for loss, damage or expense and cannot guarantee reimbursement of any costs incurred.

Should you request an amendment and should we not be in a position to accommodate your amendment, your booking will be cancelled and a full refund given to you, provided that such cancellation occurs before the cancellation deadline, failing which the terms described in this Cancellation clause shall apply. In the event of keys not being returned upon check-out, we reserve the right to charge guests for lock replacement, key replacement, building fob replacement, car park fob replacement.

If We Amend a Booking

Hamilton Grace Limited reserves the right to make any changes or amendments to any booking at any time. If it is necessary to amend a booking, we would make every effort to allocate an identical apartment, either in the same or a similar development, this may however not always be possible and another alternative may be offered. We are not obliged to provide any reimbursement or compensation.

4. Facilities & Services

Note: No items are to be removed from any apartments or dismantled in any way. Furniture is not to be moved within the apartment.

Services

We cannot be held responsible for failure or interruption of services within or outside of the apartment or development building – this includes utilities, appliances and communications, Washing Machine, Tumble Dryer, Dishwasher, Television, Broadband, Wi-Fi, Electricity, Water, and Heating.

We cannot be held responsible for inconveniences such as noise, access or supply of services caused by engineering or repair works within or in another part of the property. If there is an interruption to any service, once we receive notification, we will use all reasonable efforts to rectify the issue within a reasonable period of time.

Facilities and services in common areas within the building (i.e. lift, door system) are the responsibility of the building managers and not Hamilton Grace Limited. We reserve the right to add or remove any of its services without prior notice.

We endeavour to have each apartment cleaned and ready for new guests by the check in time, however on rare occasions and in the event of staff shortage there may be a delay in cleaning. In the event of this, guests will be given access to the apartment from the check in time and the apartment will be cleaned as soon as possible. No compensation will be given for this.

Broadband

Wireless broadband (Wi-Fi) is available in all apartment locations and is provided free of charge. We cannot guarantee connectivity at any given time; however we endeavour to maintain the hardware and connection within all apartments. If there is a fault with the hardware provided (wireless router) we will give support and maintenance. If the fault is deemed to be with the guests hardware/devices, support will not be available. If the Broadband key/fob code is removed, taken or lost upon check out you will be charged £25 for a replacement.

Extra Beds

Extra sleeping accommodation can be provided in some apartments at the additional charge of £15 per bed, per night.

Extra Linen

Extra bed linen can be provided at a cost of £25.00 per set. Extra towels can be provided at a cost of £15.00 per set. Extra linen must be ordered within office hours (9am-6pm Monday-Friday) and can only be delivered within these hours.

Maid Service

All reservations of 7 days or more will receive a weekly clean including change of all linen and Towels. Linen and towels will be replaced on the days specified by us. Weekly refresh cleans will commence from 9 am on the specific day. If you require additional cleaning on top of the scheduled cleaning, these will be charged at £25 per clean.

Two Bedroom Apartments

For 2 people or less, the price assumes that only 1 bedroom and 1 bathroom will be used. It also assumes that only 2 sets of towels will be used. If when the apartment is inspected after departure, you have used both bedrooms and where applicable both bathrooms, the additional fee will be charged.

Emergency Call Outs

Out of office hours fall between 5:00pm in the evening until 09:00am, the morning of the following day. The emergency number is provided to give guests a direct line to a maintenance manager out of office hours, this number is only to be used for emergencies (Flood, Fire, Power Cut). If the number is used for any non-emergency reasons, we reserve the right to charge the guest a call out fee of £150.00.

If the number is used due to lost keys or locking yourself out of an apartment, there will be a £40 charge for the callout plus the cost of any keys, entrance fobs and carpark fobs that need replacing.

Luggage & Mail Storage

We do not provide any storage facilities for luggage or personal belongings, including post or packages. We cannot under any circumstances accept any of these items. We do not provide keys to the apartment post boxes, the post boxes are checked regularly and if requested, post will be delivered to the apartment, otherwise it is returned. There is no mail forwarding service if the guest has checked out already.

5. Number of Occupants

The number of persons permitted to occupy each apartment is limited to the number of beds (IE a 1 bed sleeps 2, a 2 bed sleeps 4). The apartment cannot be re-let/sublet to any other group/party without the written approval of Hamilton Grace Limited. Under no circumstances may more than the maximum number of persons specified in the apartment description occupy the apartment. We reserve the right to refuse admittance or terminate the stay in the apartment to the hirer and their party if they are in breach of this condition.

Names of all guests staying in the apartment will be required at the time of booking and any additional guests will be charged.

6. Check-in, Check-out & Return of Keys

Check-in is from 2.00pm. Check-out is by 11am. For arrivals between 2pm and 7pm, please call us 1 hour before arrival on 01793 261004 and one of our team will meet you at the apartment to give you your keys and show you around the apartment.

Please advise us by email should your arrival be outside of these times so that we can make alternative arrangements.

Unauthorised late check-out

We offer a later checkout of 11am as a matter of course. Therefore, guests must check-out by 11am unless we have agreed in writing a later check-out time. If you have not check-out by the time the housekeepers arrive, you will be charged £20 for every 15 minutes they wait up to the cost of an additional night's stay.

Hamilton Grace Limited reserves the right to charge for an additional night's stay and for every day the keys are not returned (in the case of long term bookings, the guest will be charged until the end of the next payment cycle).

Hamilton Grace Limited reserves the right to remove all persons and property from the apartment if you refuse to vacate the apartment by the booked check-out time. Any items left in an apartment past the agreed departure time are left at the owners risk – we accept no responsibility for these items and reserve the right to remove and store them.

Parking Permits

All keys, carpark fobs, building fobs and parking permits must be returned by 11am into the key safe box or post box of the numbered property. If they are not returned by 11am on the day of departure, a fine will be charged. In the event of keys not being returned, we reserve the right to charge guests for lock replacement, key replacement, building fob replacement and car park fob replacement.

- > LOST, DAMAGED OR NON RETURNED PARKING PERMITS WILL BE CHARGED AT £25 EACH
- > LOST, DAMAGED OR NON RETURNED ELECTRONIC PARKING FOB WILL BE CHARGED AT £100
- > LOST, DAMAGED OR NON RETURN DOOR SENSOR FOB WILL BE CHARGED AT £50
- > LOST, DAMAGED OR NON RETURNED KEYS WILL BE CHARGED AT £25
- > LOCK REPLACEMENT AT £100

Lost Property

Lost property is kept in storage for no longer than 30 days and safekeeping is not guaranteed. Lost property can be posted back to you at your own cost with prior agreement. Hamilton Grace Limited will not accept any liability for any items that go missing.

All guests are given one set of keys (and fobs etc), unless a second set is pre-arranged when booking. Second set's may be arranged after check-in but this is at the discretion and availability of the Hamilton Grace management.

7. Damages to Apartment & Payment of Additional Charges

Valid credit card details will be required at the time of booking to cover any additional charges, including but not limited to damages and breakages and excessive cleaning. In the event of damages to the apartment or excessive cleaning (including washing up) these card details will be used to charge the appropriate fines. We reserve the right to deduct from the relevant credit/debit card, without prior notice, all amounts chargeable under these conditions.

A full inventory of each apartment is carried out following each guests departure and Hamilton Grace Limited reserves the right to deduct from that card, or invoice a company account, all amounts chargeable for any damage, breakages, excessive cleaning requirements or missing items. You will be notified of any additional charges before they are applied.

When Payment is being made by Bank Transfer, a security deposit of up to £300 will be required to cover any damages or trace of smoking. This deposit will be refunded by cheque or to a specified bank account following departure.

The hirer 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. There will be an additional charge of £20 per hour for additional cleaning including but not limited to washing up, cleaning of the oven and microwave.

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. Such damage must be reported, without delay, to our office. The cost of the repair or replacement must be paid to Hamilton Grace Limited.

If (at our absolute discretion) we consider additional specialist cleaning is required (for example carpet cleaning to remove a stain), we will charge an additional fee of £150.00. When the duration of the booking is in excess of 28 days, a discretionary final cleaning charge of up to £150 may be charged. If an apartment is deemed unfit for occupation, you will be obliged to pay compensation to us for loss of revenues in addition to the costs of cleaning and repair.

We reserve the right to charge £150 (in addition to the general cleaning charges) for specialist cleaning to an apartment and/or its contents where it is left in an exceptionally bad condition or if we believe smoking has taken place in the apartment.

The hirer responsible for the booking undertakes that no person will suffer anything to be done which would endanger the policy of our insurers in respect of the apartment and its contents which might make the same Void or avoidable.

Damages

Damages to the apartment or contents must be paid in full by you. In the event of any breakages or damage discovered during your stay or after you vacate, we will notify you by e-mail or telephone, immediately or within 10 days of your departure, providing a detailed breakdown of the damage and a cost of rectification. Where Possible, photographic evidence will also be supplied. It is your responsibility to check all items & that there is no damage to these items. Condition reports can also be provided at the beginning and at the end of the accommodation period if requested.

Nothing in these terms and conditions limits or excludes our liability for death or personal injury resulting from our negligence or for any damage or liability incurred by you as a result of fraud or fraudulent misrepresentation by us or any liability that cannot by law be excluded.

Subject to the above, we shall not be liable for any loss of profits, loss of business, depletion of goodwill and/or similar losses, loss of anticipated savings, loss of goods, loss of contract, loss of use, loss of corruption of data or information, or any special, indirect, consequential or pure economic loss, costs, damages, charges or expenses.

If you are booking for, as or on behalf of a business or business employee, that business shall indemnify us against all liabilities, costs, expenses, damages and losses (including any direct or indirect consequential losses, loss of profit, loss of reputation and all interest, penalties and legal and other reasonable professional costs and expenses) suffered or incurred by us arising out of or in connection with your, or your businesses, breach or negligent performance or non-performance of these terms and conditions.

If you are booking for, as or on behalf of a business or business employee, our total liability in contract, tort (Including negligence or breach of statutory duty), misrepresentation, restitution or otherwise arising in connection with the performance or contemplated performance of your booking shall be limited to the fees paid to us under your booking.

We shall not be liable for any failure or delay in performance of our obligations which results directly or indirectly from any cause or circumstance which is beyond our reasonable control, including (but not

exclusively) act of God, outbreak of hostilities, riot, civil disturbance, acts of terrorism, revolution, the act of any government or authority (including but not limited to refusal or revocation of any licence or consent), fire, flood, lightning, explosion, fog or bad weather, interruption or failure of a utility service (including but not limited to electricity, gas, water or telecommunications), renovations undertaken at the property, strikes, lockouts or boycotts, embargo, blockade.

Other than in relation to death or personal injury caused by our negligence, or any other liability that by law cannot be excluded or restricted, our liability to you in relation to these conditions is limited to the higher of (I) GBP £1,000; and (ii) the value of the booking made with us.

Car Parking:

Additional services such as parking differ between apartments. Parking is not guaranteed for the apartment unless otherwise stated. Parking must be pre-booked and may be subject to parking charges. Certain Parking Spaces may require a permit to be displayed in the window of your vehicle and this will be made clear in your confirmation email. Hamilton Grace Limited does not accept any responsibility for any charges incurred by guests should the permit not be displayed correctly or if they park in the wrong place.

Where car parking has been booked, the space will be available from 2pm on the day of arrival and must be vacated by 11 am on the day of departure unless otherwise agreed in writing at the time of the booking with Hamilton Grace Limited. All additional cars must be parked in the nearby pay & display parking areas.

On departing: Parking Permits must be returned on day of departure by 11am. If the parking permits are not returned by 11am on the day of departure, we Hamilton Grace Limited reserve the right to charge a £100 fee.

If there is a delay in departing then Hamilton Grace Limited reserves the right to charge for an additional night's stay/s. If vehicles have not been removed by 11am on the day of departure then additional car parking charges will be payable of £15.00 per hour.

If vehicles have not been removed by 2pm on the day of departure then we reserve the right to clamp Vehicles and a charge of [£200] will be payable to release the clamp. If a clamp is forcibly removed then a charge of [£200] will be payable plus the cost of repairing or replacing, the damaged clamp.

All vehicles and their contents are left entirely at their owner's risk. We will not be liable for the theft of or damage to your vehicle or its contents. Where a gate is located at the entrance to the onsite car park, we ask that all guest ensure that this gate is closed securely behind them at all times. Although all endeavours are made to ensure that the car park entrance gate remains shut at all times, Hamilton Grace Limited holds no responsibility for the entrance gate being left open.

8. Liability

We cannot be held responsible for any theft and/or damage of your personal belongings during your stay in any apartments booked. Therefore you are advised to ensure you have appropriate Insurances in place. All warranties, conditions and other terms implied by statute or common law or otherwise are, to the fullest extent permitted by law, excluded from any contract with us and these conditions shall apply in their place. We regret that we cannot accept liability for any loss, damage or additional expense where the booking needs to be altered or cancelled or we are unable to perform our contractual obligations As a result of events of 'force majeure'. In these Booking Conditions 'force majeure' means any event which could not have been reasonably foreseen, or the consequences could not have been reasonably avoided, by us or the suppliers of the relevant services in question, 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 man-made disaster, fire, adverse weather conditions and all similar events outside our or the relevant suppliers' control.

Nothing in these terms and conditions shall affect your statutory rights if you are a consumer.

9. Law & Jurisdiction

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; the client will be subject to the exclusive jurisdiction of the courts of England and Wales.

10. Termination by Hamilton Grace Limited

Hamilton Grace Limited has the right to terminate a booking at any time on the grounds of partying, playing loud music, general nuisance behaviour, abusiveness to staff or other guests, mistreatment of the apartment, non-payment or criminal activity on the part of those occupying the apartment or their guests. In such circumstances, Hamilton Grace Limited is not obliged to provide or locate alternative accommodation or provide a refund. The period of notice is at the discretion of Hamilton Grace Limited.

11. Injury or Loss

Hamilton Grace Limited cannot be held responsible for any personal injury to any guests while in one of our apartments. Nor can we be held responsible for loss or damage to personal effects howsoever arising at the accommodation. Neither we, nor our representatives, can be held responsible for any circumstances beyond our control including, but not limited to, mechanical breakdown, illness or failure of any public service supply.

12. Rights of Access

Representatives of Hamilton Grace Limited or their subcontractors have the right of access to the property at any time, with due regard to the convenience of the hirer, for the purpose of inspection of the property and to carry out any essential repair or maintenance work.

13. Pets

Regrettably no pets of any kind are permitted under any circumstances. The client is liable for any infringement of this rule. Hamilton Grace Limited has the right to terminate your stay, if they deem such behaviour has occurred and no refund will be made. A surcharge of £150 will be made if evidence of pets is discovered in the apartment.

14. Smoking

Smoking is not permitted anywhere in the apartments, on the balcony or in the internal communal areas of the apartment blocks. A surcharge of £150 will be made if smoking has occurred in any of these areas.

15. Complaints

We do not expect and certainly do not want dissatisfied customers, but in the event that you are not entirely satisfied with the service offered, you should email details of any complaint to us within 24 hours after departure by email to info@hamiltongrace.co.uk and we will take all reasonable steps to settle the problem. Hamilton Grace Limited shall not have any liability for any complaint submitted after the completion of the rental period.

16. Information

All information supplied by Hamilton Grace Limited, 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 either in writing or otherwise, but Hamilton Grace Limited is not liable for any variation

however caused. We Hamilton Grace Limited have the right to add or remove any of its services or facilities without prior notice.

17. Interest

Interest on overdue invoices shall accrue from the date when payment becomes due, From day to day, until the date of payment, at a rate of 4% above NatWest Bank base rate in force at the time and shall accrue at such a rate after, as well as before any judgement.

18. Security of Tenure

All the apartments are occupied as serviced apartments and on this basis no rights of tenancy are created, they are exempt from security of tenure under the Rent Act. Hamilton Grace Limited reserves the right to access the apartment and or terminate your stay at any time without prior notice if it deems necessary.

19. Usage & Nuisance Behaviour

The apartments cannot under any circumstances be used for partying, playing loud music or general nuisance behaviour. Guests must have regard for other occupants in the building. Hamilton Grace Limited reserves the right to terminate your stay if they deem such behaviour has occurred. In the event of such a breach, no refund will be made and an additional fee of £250 will be charged. An additional fee of £150 will be charged for any extra cleaning to the apartment.

Hen/stag & group bookings

We do not knowingly accept bookings of this nature. Group bookings will be required to give a reason of their stay. If the booking is allowed and guests are found to be holding parties of any kind, you will be evicted immediately with no refunds due & a fee of £250 will be charged.

Use of the apartments for any behaviour deemed by the management of Hamilton Grace Limited to be inappropriate or illegal will result in the immediate eviction of all guests without refund and, where necessary, reporting to the Police for further investigation.

20. Apartment Specification

Reasonable care has been taken that the content of our website (and/or other means of promotion or advertising) is correct but it is subject to amendment at any time without notice. All content on our website (and/or other means of promotion or advertising) is published in good faith. We do not warrant that the content of our website (and/or other means of promotion or advertising) accurately or completely describes any of the apartments.

Our website may link to other websites and we are not responsible for the data policies, content or security of these web sites. You should note the following points about apartments:

- Apartments are individual and vary in style, size and layouts so furnishing details are not uniformly standard.
- Although accommodation and location are confirmed in advance, the exact apartment cannot be guaranteed prior to arrival and can be subject to change at any time.
- Our website (and/or other means of promotion or advertising) may contain a plan of the layout of the apartment. The plan will only be a general representation of the accommodation. Actual unit size, design, fixtures, furnishings and facilities may vary from those shown on the plan.
- We Hamilton Grace Limited have the right to add or remove any of its services or facilities without prior
- The number of people permitted to occupy each apartment is limited to the number of beds. In some apartments extra beds can be provided at an additional charge agreed at the time of booking. If the

- number of people permitted to occupy an apartment is exceeded, we may refuse access to the accommodation and reserve the right to charge for additional apartments.
- You and your party must comply with any rules and regulations set by us. We recommend that you take time to familiarise yourself with the safety procedures in the apartments, the building and local area, paying particular attention to fire evacuation details and security.
- You and the other members of your party are responsible for payment of rental, any charges made for use of facilities, such as additional laundry services, and for any other fees levied by us for the use of amenities;
- Where internet or broadband connectivity is available, you agree to use such services in a responsible manner and not for any illegal purpose.
- We shall use reasonable endeavours to retain any items left in apartments for up to 1 month after the guest's departure date. Please email info@HamiltonGrace.co.uk for enquiries relating to any lost items.
- For further information on individual apartments please email info@HamiltonGrace.co.uk

21. <u>Discount/Promotional Codes</u>

All promotional codes promoted and distributed by Hamilton Grace Limited via web/email/ print/phone are subject to change/expiry/refusal at any time. Hamilton Grace Limited reserves the right to change/refuse the details of promotions without notice. All valid promotions/ discounts are added to the order before payment when booking; this allows clients to see whether or not the promotion has been added to the order. Hamilton Grace Limited cannot apply discount/promotional codes for bookings over the phone or after the order has been placed.

22. Included As Standard

Hamilton Grace Limited often provides a welcome pack on arrival, these are complimentary and provided at the discretion of Hamilton Grace Limited. These will not be replenished throughout the stay; it is not the responsibility of Hamilton Grace Limited to provide such items.

As standard, Hamilton Grace Limited will often (but is not obliged to) provide the following on arrival; Sample of washing up liquid, one toilet roll, one dishwasher tablet, one jay cloth, one bin bag, complimentary condiments.

Store cupboards

These are for staff use only, any sundries removed from the cupboard will be charged at £3.00 per item. All items are stock checked after every visit.

23. Acceptance of Terms and Conditions / Contract of Hire

All bookings are subject to these terms and conditions that are deemed to have been accepted in full by the hirer and all persons in the party. Payment of deposit and/or Apartment fee also indicates acceptance of these Terms and Conditions.

Enquiries can be made via email to info@HamiltonGrace.co.uk or by calling 01793 261004.