

## Terms & Conditions

Hello and Welcome to Hamilton Grace. We know that T & C's can be boring, so we have summarised on this first page what you can expect of us and in turn what we expect of you. For a more detailed explanation please see our full terms and conditions on the pages following.

All our properties are *lovingly* prepared and cared for. We really like them and hope you do too. Because we like them so much, before we share them with you, we need to know you are who we think you are; so please remember **to load your Photo ID and the card used to make the booking on to Duve** when you complete the on-line check-in.

All services within the property are checked to ensure they are working before you arrive. If anything is not to your satisfaction, please e-mail [Hello@HamiltonGrace.co.uk](mailto:Hello@HamiltonGrace.co.uk) or call us on 01793 286230 and we will plan to address any issues as soon as possible. Whilst everything outside the front door of your accommodation is beyond our control; including the lift, maintaining of the building & communal areas and any noise, please do inform us if you have any issues and we will do our best to resolve them as quickly and efficiently as possible.

All the properties on our website are updated on a regular basis and present an up-to-date representation of our offerings. We do not knowingly mislead anyone into believing that we are providing something we do not. All photographs used are our own and not for republication without prior consent.

Check-in is between 16.00-21.00. Any guests wishing to arrive later must request this through our Guest Relations team ([Hello@HamiltonGrace.co.uk](mailto:Hello@HamiltonGrace.co.uk)). Please note there is a £40.00 charge for the use of our late check in service.

Should you require any assistance outside of office hours, please email [Hello@HamiltonGrace.co.uk](mailto:Hello@HamiltonGrace.co.uk). This will be dealt with on the next working day, please see below for Out of Hours times and Emergency Assistance.

Please treat our accommodation with respect and leave it as you found it because we really do not want to have to charge penalties for any damages. This includes excessive cleaning, missing items, smoking (including on the balconies), unauthorised pet stays, unauthorised late departures, lost keys, or non-emergency callouts. Please also remove dirty boots/ shoes when you enter the apartment building. Again, further details for all elements mentioned here can be found in the relevant sections below.

A member of Hamilton Grace may enter the apartment daily to ensure that the appliances, lights and heating are not left on excessively and to also ensure the apartment is not being damaged or mis-used in anyway. Unfortunately, due to guests abusing the use of the **heating** system (leaving it on high and the windows open), we have had to implement a maximum usage policy. Therefore, the maximum usage is £3.28 per day, approximately £100 per month, including standing charges is included in your stay. Should the usage exceed this amount, the additional charges will be charged on to you.

If you are booked our property to party hard, great! But please cancel your booking with us and find somewhere else. Our accommodation is not offered for this purpose and we reserve the right to terminate your booking at any time if we find that this is the case – without refund.

A weekly Maid Service is included if your booking is over 7 days. If you require a more regular house-keeping service, extra beds or linen, please see the full terms and conditions below for relevant charges.

From time to time, we may need to move your booking to another property. In the event this should happen, we always endeavour to ensure our guests needs are met with as little inconvenience as possible. In exceptional circumstances we may need to cancel your booking however we will always try to offer an alternative from our portfolio. In the unfortunate event that this is not possible we will give you a full refund. If you leave something behind, we assume that you will have remembered before 21 days are up; so, unless you contact us, we will dispose of the item after this date. See the Lost Property section for more information.

T : 01793 286230



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Trading Office: 6b Shaftsbury Centre, Percy Street, Swindon, Wiltshire SN2 2AZ

Registered office: Vicarage Court, 160 Ermin Street, Swindon, Wiltshire SN3 4NE Hamilton Grace Limited is registered in England No: 09584783

# Hamilton Grace

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Hamilton Grace cannot be held responsible for any theft and/or damage of your personal belongings during your stay, nor can we be held responsible for any injury whilst in our properties. Please see our full terms & conditions below.

*Finally, we know that after a journey, the only thing you usually want is a good old-fashioned cup of tea! So please have one on us. A Welcome Pack can be found in the kitchen for you to enjoy.*

## 1. Booking & Payment Procedure

Full payment is due in advance of occupation. The terms the payment is taken on will depend on the rate booked. Credit card details are held on file to cover any damages/missing items. Upon receipt of payment, you will receive written confirmation via email; this should be deemed as your receipt/confirmation of booking. You may extend your stay at any time, subject to availability. No extra fees are charged for last minute bookings.

**Non-Refundable** – Payment will be taken at the time of booking. Any bookings made on the Non-Refundable rate will not be amendable or refundable from the time booking. Any cancellations will incur 100% cancellation fee.

**Standard** – Payment for Standard bookings, will be taken 7 days prior to the arrival date. Cancellations and amendments can be made up to 7 days before arrival, any cancellations past this date will result in 100% cancellation fee.

All prices quoted are in UK Pounds Sterling and are correct at the time of publication. Payment must be made in UK Pounds Sterling. It is assumed that bookings using a credit/debit card have been 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 emailed to us at [Hello@HamiltonGrace.co.uk](mailto:Hello@HamiltonGrace.co.uk).

### Stays of 4 weeks or less

If staying for 4 weeks or less, payment will be made following the terms of the different rates above.

### Stays of more than 4 weeks

If staying for 4 weeks or more; bookings are invoiced in 4-week blocks (28 nights). The first 4 weeks will be taken at the time of booking; the next invoice (for the following 4 weeks/remainder of term if less) 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 £300.00 on the day of arrival. 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, any relevant fee for the breach as stated in our terms and conditions and an admin fee of £15 per hour/ part hour where it has taken more than an hour for our admin team to resolve the issues.

Deposits are authorised by way of a credit/debit card and pre-approval is cancelled once keys are returned and the apartment is checked over for damages and is left in the same condition in which you found it, in some cases this may not be until 48 working hours, after your departure.

### I.D, Proof of Address, Card used on Booking

To ensure prevention of fraud, the card used to make the booking along with photo ID and proof of address for the cardholder must be provided on check-in. 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. If you are a company making a booking for an employee, please contact us to discuss.

### 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.

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## 2. Cancellation Policy

For stays of 4 weeks or less, please see above rate conditions for cancellations.

If your booking is over 28 days, we require 4 weeks' notice of cancellation. 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 for bookings of 28 days or more, you will be charged a minimum of 28 days,

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

### If We Cancel Your 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 decide to change the number of guests, dates, room nights or room type, the prices may be 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 unless you are extending 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.

If a guest would like to change the bed configuration within the apartment, e.g., 2 single beds to one king bed, you must advise the office by sending an email to [Hello@HamiltonGrace.co.uk](mailto:Hello@HamiltonGrace.co.uk) at least 48 hours prior to arrival. Depending on availability, any change requests made after this time may be declined or incur a linen change cost of £25.

Should our guest/s request an amendment and we are not able to accommodate them; the booking will be cancelled, and a full refund given to you, provided such a 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. Please see charges below.

### 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 will make every effort to allocate an identical apartment, either in the same, or a similar development. However, this may not always be possible, and another alternative may be offered. We are not obliged to provide any reimbursement or compensation.

## 4. Facilities & Services

NO items are to be moved/removed from any property or dismantled in any way – including furniture. No furniture should be moved in the apartment either, if furniture is moved and is broken in anyway (when cleaners move the furniture to the original space) you will be liable for full charges and these will be invoiced at the end of your stay.

### Services

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

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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.

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 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-5.30pm Monday-Friday) and can only be delivered within these hours.

## Maid Service

Reservations of 7 days plus will receive a bi-weekly clean which includes a change of all linen and Towels. Linen and towels will be replaced on the days specified by us. Weekly refresh cleans will commence from 9am on the specific day; we aim to finish by 4pm. If you require additional cleans, these will be charged at £25 per clean excluding linen. Please see additional linen charges above.

## Emergency Call Outs

Out of office hours fall between 5:30pm in the evening until 9:00am, the morning of the following day Monday to Friday and weekends. The emergency number is provided 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 £50 charge for the callout plus the cost of any keys, entrance fobs and carpark fobs that need replacing.

## Luggage & Mail Storage

We do not normally provide any storage facilities for luggage or personal belongings, including post or packages. Should you need us to store luggage items *on your day of departure* for collection later in the day, then we may be able to help you depending on availability and staffing levels.

If we can help you, there will be a charge of £40 up to a maximum of 3 bags – to be paid prior to leaving the items. We cannot accept responsibility of any damage of these items and you leave them at your own risk. We reserve the right to check inside the bags. Any left bags must have a security device on them to ensure that your luggage is not accessible to anyone other than yourself. No loose items will be accepted.

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.

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## 5. Number of Occupants

The number of persons permitted to occupy each apartment is limited to the number of beds available. 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 16.00 until 21.00. Check-out is by 9am. Any arrivals wishing to use our Late Check in Service, will be required to pre book this via email [Hello@HamiltonGrace.co.uk](mailto:Hello@HamiltonGrace.co.uk) and make payment of £40.00 for use of this service.

### Early Check-In / Late Check-out

If you would like an early check in or a late check out; this may be arranged depending on availability. Please note that there will be a charge of £40 for either request.

### Unauthorised late check-out

We offer a later checkout of 9am as a matter of course. Therefore, guests must check-out by 9am unless we have agreed in writing a later check-out time. If you have not checked-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 owner's risk – we accept no responsibility for these items and reserve the right to remove them.

### Parking Permits & Keys

All keys, carpark fobs, building fobs and parking permits must be returned by 9am. Apartment keys & building fobs must be returned to the key safe box. Parking permits & fobs must be returned to the kitchen worktop in the apartment. If they are not returned by 9am on the day of departure, a fine will be charged. If you receive a parking fine due to not being parked in the correct bay or displaying your parking permit, we will not be liable for any cost or able to assist you. 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.

If you are staying at Wessex Court & have an allocated parking space, you should lock the post and scramble the code each time you leave. Hamilton Grace cannot be held accountable for un-authorized parking if the guest has not ensured the parking post is securely locked. **Please do not change the code for the padlocks at Wessex Court – you will be charged £25.00 for this.**

LOST, DAMAGED OR NON-RETURNED PARKING PADLOCK'S WILL BE CHARGED AT £25 EACH

LOST, DAMAGED OR NON-RETURNED PARKING PERMITS WILL BE CHARGED AT £35 EACH

UNLOCKED PADLOCKS & CODES ON SHOW WILL BE CHARGED AT £20

DAMAGED PARKING SPACE POSTS 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

DOOR LOCK REPLACEMENT AT £100

KEYS NOT RETURNED TO LOCK BOX £25.00

LOCK BOX CODE LEFT VISIBLE £25.00

### Lost Property

Lost property is kept in storage for no longer than 21 days and safekeeping is not guaranteed. Lost property can be posted back to you at your own cost with prior agreement plus £15 admin fee. Hamilton Grace Limited will not accept any liability for any items that go missing.

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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

As already stated, 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 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. Please note an admin fee of £25 will be added to any additional charges per type of issue. 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, microwave, removal of refuse and carpets.

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, cleaning up bodily waste such as vomit), 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, 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 and 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.

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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.

*Please note that under no circumstances are substances such as glitter, playdough, plasticine or blue tack to be taken into/or used in any of the apartments.*

## Heating

Please ensure you turn the heating down or off when you leave the apartment, and that heating is not left on high with the windows open. Unfortunately, due to guests abusing the use of the heating system (leaving it on high and/or the windows open, when they vacate the apartment), we have had to implement a maximum usage policy. Therefore, the maximum usage is £3.28 per day, approximately £100 per month, including standing charges is included in your stay. Should the usage exceed this amount, the additional charges will be charged on to you.

## 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. If you are parking at Wessex Court, you must ensure you have locked your post back to the up-right position and scrambled the pad lock code otherwise you will incur a charge (please see our full Terms & Conditions for more information).

Where car parking has been booked, the space will be available from 4pm on the day of arrival and must be vacated by 9am 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/Padlocks must be returned or locked onto the correct parking post on day of departure by 9am. If the parking permits are not returned by 9am 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 9am on the day of departure, then additional car parking charges will be payable of £15.00 per hour.

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If vehicles have not been removed by 9am 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 always closed securely behind them. Although all endeavours are made to ensure that the car park entrance gate always remains shut, 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 of our properties. You are therefore advised to ensure that 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 terms and conditions of contract and all matters arising therein 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 properties. 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. A Hamilton Grace Employee will enter the apartment every weekday, between the hours of 9am-5pm. It is the guest's responsibility to notify us of any night workers etc.

## 13. Pets

Regrettably, no pets of any kind are permitted within the property - under any circumstances. The guest is liable for any infringement of this rule. Hamilton Grace Limited has the right to terminate your stay if they deem that this restriction has been ignored and no refund will be made. A surcharge of £300 will also be made if evidence of pets is discovered in the apartment.

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## 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 + any loss of income (for any nights the apartment has to be taken offline or room nights unable to be sold due to the smell, this includes any booking cancellations) will be made if smoking has occurred in any of these areas.

## 15. Complaints

Hamilton Grace do not expect or want dissatisfied customers. If you are not entirely satisfied with the service offered, please email details of any complaint to us within 24 hours after departure to [Hello@HamiltonGrace.co.uk](mailto:Hello@HamiltonGrace.co.uk). All reasonable steps to settle any issues will be given immediate attention. Hamilton Grace shall not be held liable for any complaints reported after the specified 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. However, Hamilton Grace Limited is not liable for any variation caused and reserve the right to add or remove any of its services or facilities without prior notice.

## 17. Interest

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

## 18. Security of Tenure

All Hamilton Grace accommodation is occupied as serviced lets and therefore no rights of tenancy is created. All apartments 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 deemed necessary.

## 19. Usage & Nuisance Behaviour

The apartments cannot under any circumstances be used for partying, playing loud music or general nuisance behaviour. Guests must consider 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 also be charged for any extra cleaning to the apartment if needed.

### Hen/Stag & Group Bookings

Hamilton Grace do not knowingly accept bookings of this nature. Group bookings will be required to give a reason for 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 and an additional fee of £250 will be charged. An additional fee of £150 will also be charged for any extra cleaning to the apartment if needed.

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 but endeavour to use only our own photographs.

T : 01793 286230



E : [Hello@HamiltonGrace.co.uk](mailto:Hello@HamiltonGrace.co.uk)

[www.HamiltonGrace.co.uk](http://www.HamiltonGrace.co.uk)

Trading Office: 6b Shaftsbury Centre, Percy Street, Swindon, Wiltshire SN2 2AZ

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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:

- Properties 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 property 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 notice.
- The number of people permitted to occupy each property is limited to the number of beds. In some properties, extra beds can be provided at an additional charge agreed at the time of booking. If the number of people permitted to occupy a property is exceeded, we may refuse access to the accommodation and reserve the right to charge for an addition property.
- 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 property, the building and local area, paying 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 properties up to 21 days after the guest's departure date. Please email [Hello@HamiltonGrace.co.uk](mailto:Hello@HamiltonGrace.co.uk) for enquiries relating to any lost items.

For further information on individual properties please email [Hello@HamiltonGrace.co.uk](mailto:Hello@HamiltonGrace.co.uk).

## 21. Discount/Promotional Codes

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 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; Tea bags, coffee, Milk stocks, a sample of washing up liquid, one toilet roll, one washing machine tablet, one dishwasher tablet, one jay cloth, one bin bag,

### 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, the earlier of 3 days after the booking has been placed or payment of deposit and/or accommodation fee.

Enquiries can be made as follows:

Email: [Hello@HamiltonGrace.co.uk](mailto:Hello@HamiltonGrace.co.uk)

Phone: 01793 286230

T : 01793 286230



E : [Hello@HamiltonGrace.co.uk](mailto:Hello@HamiltonGrace.co.uk)

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