

Default Terms and Conditions

This short-term rental agreement is concluded between **[Brand Name]** as **the Host** and **[Guest Name]** as **the Guest** as of the date set forth as follows. The terms and conditions of your stay are presented below.

1. Rental Parties

The Host:

[Company's Name], residing at **[Address]**, provides accommodation in two separate ways:

- As a principal, through rent-to-rent leasing, where the Host enters into direct lease agreements with the Owners and lets the accommodation on to the end-user;
- As an agent for the property Owners, where an agency relationship exists, the rental arrangements are made on behalf of the Owners for the “Property” stated on the booking confirmation email. The contractual relationship is directly between the Owner and the Guest.

Note: The Host will, on request and with approval from the Owners, provide the names and addresses of the Property Owner(s) in which they have made a reservation.

The Guest

Customers renting the property with the Host are hereafter referred to as the “Guests” or the “Guest”. The Guest(s) are obliged to provide their full names.

2. Occupancy

The Guest is responsible for ensuring that the property is not occupied by more people than is stated on the Guest’s booking confirmation email. The host reserves the right to refuse admittance to the property if it feels this condition is



likely to be breached. In this case, no paid funds will be returned. The full Security Deposit will be retained, and the relevant public authorities will get informed.

3. Rental Property

- The address and location of the property: [Property Address]
- A list of all amenities, appliances, etc.: [Unit Type Amenities + Property Amenities]

4. Rental Period

The rental period commences at [Free check-in Time] on the “Arrival Date” and end at [Free check-out time] on the “Departure Date”. This rental period comes into effect unless different check-in and check-out times have been agreed upon, in which case the latter shall define the rental period. This period is hereafter referred to as the “Rental Period”.

- The Rental Period dates will be stated on the reservation confirmation email provided to the Guest at the time of booking and cannot exceed unless with the written approval of the Host. The Guest will be liable for any cost, of whatever nature, incurred due to an unauthorised extension.
- Arrangements can be made for a later check-in or check-out, but this is subject to prior arrangements and an additional fee. If there is any delay in vacating the property beyond the agreed time, a full day’s rental is charged to the Guest.

Note: This Agreement applies to the Guest’s stay from the “Arrival Date” to the “Departure Date”, but also to any other dates that may be included if the reservation is changed.

5. Rental Fees

All prices are quoted in [Property Currency]; unless otherwise specified, the prices quoted include VAT at the prevailing rates if applicable. All prices are based on costs prevailing at the time of quotation and may be subject to change. Unless



otherwise specified, the prices quoted for all serviced property include utilities and taxes. Any extra charges are at the management's discretion.

- Please note that check-ins before the [Earliest Free Check-in Time] and after the [Latest Free Check-in Time] can carry an additional charge.
- The earliest possible check-in is at [Earliest Free Check-in Time], subject to availability, and the standard check-out time is up to the [Latest Free Check-out Time].

6. Payment

The full price of the booking is due at the time of booking. Payment for bookings must be completed online to secure the reservation. If this is not received on time, the Host reserves the right to cancel the booking and charge the full value of the booking to the Guest.

Any charges raised against the Host by their bank for handling dishonoured cheques or any other payments will be passed on to the Guest by way of a deduction from the Security Deposit. Payment for bookings may be made by one of the following methods:

- Payment by credit/debit card is the preferred option for online bookings placed directly on the Host's website.
- Bank Transfer (BACS) is the preferred payment option for bookings placed over the phone.

Cash or cheque payments will only be accepted in exceptional circumstances and with prior approval of The Host. Cheques should be payable to the Host. Postdated cheques are not acceptable.

7. Booking

All bookings can be placed either through: **The Host's Secure Website/Email/Phone No(s)**. The availability displayed at the time the Guest sends the email cannot be guaranteed as an alternative booking may take place in the meantime.



8. Rental Rules & Restrictions

The Guest has the right to occupy the property for a Rental Period only (within the meaning of Schedule 1, Paragraph 9 of the Housing Act 1988.)

The Guest agrees:

- Not to provide overnight accommodation for guests other than those declared to the Host in advance, under no circumstances.
- To undertake to pay for any losses or damage caused to the property.
- To take good care of the property and leave it clean and tidy at the end of the tenancy.
- To permit the Owners and Host reasonable access to the property.
- The Guest shall be obliged that a cot will only be occupied by a child aged 24 months or less. The Host is not responsible for the maintenance of cots. Where cots are requested, the Guest must supply their own linen for the cot.
- Not to cause an annoyance or become a nuisance to occupants of adjoining premises, i.e.:
 - Not to be the cause of any noise between 22:00 and 09:00.
 - Not to smoke on the property or any of its public areas.
 - Not to bring any pets to the property, except for service animals.
 - To read any safety notices and advice upon arrival at the property.
 - No to re-let or sublet the property to any other group/party.
 - To only use the property strictly for residential purposes.
 - Not to throw parties or gatherings at the property. If on arrival, it is felt that the Guest intends to use the property for such events, the Guest will be refused entrance.
 - Not to use the phone or fax line connected to the property.
 - Not to light any fires or candles on the property.
 - Not to permit any visitors to enter the property.
 - Not to hang or place wet or damp washing articles upon any room heater.

In case of breaching these terms and conditions, the Guest will be required to leave the property immediately, and no refunds will be offered.



In case of an emergency, the Guest is asked to:

- Make use of the fire blanket and/or a fire extinguisher if appropriate;
- Leave all belongings and exit immediately through the main exit, ensuring all individuals who require assistance are brought to safety;
- Wait on the main road away from the building and inform emergency services by calling 999 and quoting your location;
- Reach out to the Host's phone number if required.

9. Property Condition

- The Guest must follow the instructions in the welcome manual of the property. Any losses, damage, or cleaning necessary over and above normal servicing, will be deducted from the Security Deposit. By placing a booking with the Host, the Guest authorises it to deduct such payment from the Guest's Security Deposit.
- The 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 Rental Period. No items can be removed from the property.
- The Guest will be responsible for reimbursing any damage to the property or its contents, which has occurred due to negligence, wilful damage or irresponsible behaviour on the part of those occupying the property or their guests. Without delay, such damage must be reported to the Host's local representatives. The cost of the repair or replacement must be agreed with and paid to the Host.
- The Guest is responsible for ensuring that no person staying or visiting the property during the Guest's stay will suffer anything to be done, which would endanger the policy of the Host's insurers in respect of the property and its contents which might make the same void or voidable.

Keys

The loss of a key (including parking fobs) to a property will be charged. Keys must be returned upon check-out as stipulated in the property's House Manual or as per the Host's instructions.



- If left in a keysafe, it is the responsibility of the Guest to ensure the keysafe is locked properly.
- In case of a key not being found in the keysafe or designated check-out box following check-out, or if the keysafe code has been changed or fails to open and the Host or its representative is unable to retrieve the keys or fobs, this will be treated as the loss of a key by the Guest.
- Duplication of keys or fobs and changing entry or keysafe codes are not permitted. Divulging access arrangements to third parties is not permitted.

Services & Facilities

Properties are advertised as providing a number of services, facilities, and amenities. While every effort is made to this end, the availability and proper functioning of these cannot be guaranteed.

- The Host is not responsible for providing any refund or alternative provision of said service, facility, or amenity, and no refunds will be offered.
- All personal belongings and contents left in the property or in the car parks are left at the Guest's risk. The Guest should take insurance for such belongings, and any loss or damage to their belongings is the sole responsibility of the Guest.
- Vehicles may only be parked in designated areas, with prior booking where necessary. If a vehicle is parked on or in front of an access route to the property without authorisation, failing attempts to contact the Guest, the Host reserves the right to tow the vehicle away.

Internet

No guarantee can be made that the internet service provided will be compatible with the Guest's device. No technical support for the connection is available. The functionality of the connection cannot be guaranteed. Should the broadband connection not function for any reason, no liability is taken by either the owner or the Host, and they cannot be held liable for any losses resulting from the loss of connection.



Wireless internet service is free to those Guests who accept the terms and conditions below. By accessing the internet through Host's Service, the Guest will be deemed to have read, understood, accepted, and agreed to be bound by these terms and conditions of use. **Please do not use the Service if you do not agree to all of the terms and conditions.**

- A Fair Use Policy has been implemented so that Paymán Club can deliver a service that is fast and reliable to all the Guests. Performance of the network is monitored, and the amount of bandwidth available to demanding users during busy periods may be restricted to ensure all the guests have an acceptable level of service.
- Reasonable endeavours will be used to make the Service available 24 hours a day. However, the Host will not be liable if, for any reason, the Service is not available at any time or for any period. Access to the Service may be suspended at any time. In the case of requiring any assistance in relation to the Service, the Guest should contact Reception.
- Network access codes or passwords provided to the Guest to access the Service should be kept confidential and not disclosed to any other person for any reason. The Guest will be responsible for any loss that arises from losing, misusing or otherwise disclosing any such access codes or passwords.
- The Service is intended to allow Guests to access the internet for legitimate purposes only. The Guest undertakes to the Host that their behaviour while using the Service will be lawful, honest and proper. The Service may not be used in such a manner as to host a web or other server, send or facilitate the sending of bulk e-mail or collect third-party personal data without appropriate consent. The Host may terminate the Guest's use of the Service at any time without notice if becomes aware of any behaviour that has a negative impact on the Host's equipment or network or the use by other customers of the equipment or network or the internet in general, or which damages, or has the potential to damage, the Host's reputation or standing.
- The Guest acknowledges that their use of the Service is at their own risk. The Service is provided on an "as-available" basis, and to the fullest extent permitted by law, the Host hereby excludes all and any warranties or



conditions of any kind, whether express or implied, in respect of the Service and any content or data obtained or downloaded from it.

Cleaning

The property will have been cleaned by a professional cleaning company prior to the Guest's arrival. The Guest undertakes to notify the Host at their earliest convenience should they notice inadequate cleaning, so the Host can endeavour to rectify the situation. The Guest is asked to leave the property clean, ensuring that all used dishes are loaded in the dishwasher and turned on before departure.

10. Personal Properties

The Landlord and the Host hold no liability for personal properties belonging to the guests left at the property during their stay. Any personal properties left at the property after the agreed check-out time may be moved, removed and/or disposed of by the Host.

11. Cancellation Policy

Cancellation by the Guest

- The Host shall not refund any money due to a cancellation. No-shows on the reservation date are treated as guest cancellations, and no refunds will be made.
- The Host strongly recommends that all guests obtain appropriate travel and personal insurance cover to cover these charges in case of a cancellation.

Cancellation by [Brand Name]

- If the [Brand Name] cannot honour the booking at the property initially booked, the booking will be relocated to an alternative property at the same rate as initially booked.



- In exceptional circumstances, the Host may find it necessary to cancel the Guest's booking and reserves the right to do so at any point.
- The Host shall make all reasonable efforts to offer a suitable alternative. If this is declared not acceptable by the Guest within 24 hours of them being notified of the change of property, and assuming the cancellation is not as a result of events beyond the Host's reasonable control, which shall include but not be limited to events such as war, civil strife, terrorist activity, labour disputes, natural or man-made disaster, fire, flood, and adverse weather conditions. In that case, the Host will refund any sum paid by the Guest if cancelled prior to the reservation or a refund of the remainder of the booked nights if the Guest has already checked in, which shall constitute a full and final settlement of any liability the Owner or the Host may have to the Guest as a result of such cancellation. This does not affect the Guest's statutory rights. More specifically, nothing in these conditions shall restrict the Host's liability for death or personal injury caused by the Host's negligence or fraudulent Misrepresentation.

Termination by the Host

The Host has the right to terminate a booking at any time on the grounds of abuse to the staff, mistreatment of the property, or criminal activity on the part of the Guest. Any sign of smoking inside or outside of the property will immediately terminate the booking, with no refund being offered.

12. Other Clauses

Information

The [Brand Name] reserves the right to amend prices quoted due to errors or omissions. While every endeavour is made to portray a true representation of the properties, no guarantee can be given to the accuracy of the photographs or descriptions. All information supplied by the Host 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 in writing or otherwise, but [Brand Name] is not liable for any variation caused.



Injury or Loss

The Host cannot be held responsible for any personal injury, loss or damage to personal effects howsoever arising at the accommodation. Neither the Owner, Host, or its representatives can be held responsible for any circumstances beyond the Host's control, including, but not limited to, mechanical breakdown, illness, or failure of any public service supply. The Host will not be held responsible for any death or personal injury incurred during any stay at the property save insofar as the same arose through any act or omission by the Host.

Complaints

Any complaints about the property, its contents, or the Host staff must be made immediately by both of the channels below:

- in writing to the Registered Address
- via phone at the Host's office number

All complaints must be notified to the Host as soon as reasonably practicable, as the Host may be required to carry out an on-the-spot investigation and, if necessary, request the Owner to take remedial action. Should you have a complaint, please allow the Host or the Owners the opportunity to put matters right during the Rental Period.

The Host will take all reasonable steps to settle the problem. The [Brand Name] shall not be liable for any complaint submitted after the completion of the Rental Period. Complaints that have not been resolved by the Host by following the in-house complaints procedure can be further escalated to The Property Ombudsman.

Force Majeure

The Host will not be liable for any delay, loss, damage, or expense incurred if the Guest's booking needs to be altered or cancelled or The Host is unable to perform its contractual obligations as a result of events beyond its reasonable control, which shall include but not be limited to events such as war, civil strife, terrorist activity, labour disputes, natural or man-made disaster, fire, flood, and adverse weather conditions.



Right of Access

The Host's representatives and subcontractors have the right of access to the property at any time, with due regard to the convenience of the Guest, for the purpose of inspection of the property and for the Owners to carry out any essential repair or maintenance work.

Security of Tenure

The property is used as a serviced Rental Period accommodation, so it is exempt from security of tenure under the Rent Act. No tenancy rights are created for the Guest(s) after the term of this agreement expires, which coincides with the published check-out time and is included by default in the Guest's booking request.

Insurance

It is recommended that personal insurance be taken out against cancellation or loss of goods. It is further strongly advised that personal accident and medical insurance is also taken out.

Privacy and Data Protection

The Host takes the Guest's privacy and confidentiality seriously. The Host collects (a) information necessary to process the Guest's booking; and (b) information derived from "cookies". The Host uses cookies to monitor site usage and related information. The Host will try to keep the Guest's data up-to-date and accurate, but the Host provides no warranty or guarantee and bears no liability to the Guest in the event that any data transmission over the Internet is not completely accurate or secure. The Host may use the Guest's information to help improve the Host's website and the Host's service, to personalise the types of information the Guest receives from us, as well as for internal statistical, marketing and administrative reasons. The Host does not share this information with outside parties except to the extent necessary to process the Guest's booking. By using this website and supplying the Host with the Guest's information, the Guest consents to the Host's use of the Guest's information as described above.



Liability

The Host does not accept liability for any act, neglect or default on the part of the Owners or any other person, nor for any accident, damage, loss, injury, expense or inconvenience, whether to person or property, which the Guests or anyone connected with the Rental Period may incur. The Host nor the Owners shall not be held responsible for any maintenance/building works outside the rental property now and in future.

Authority to Sign

The person who places the booking certifies that he or she is authorised to agree to the Terms and Conditions on behalf of all persons being booked for, including those substituted or included at a later date, and that all these shall likewise observe the Terms and Conditions. He or she agrees to take responsibility for the party occupying the property. In this sense, references to the Guest apply to all the property occupants. By placing a booking, the Guest is deemed to have accepted these Terms and Conditions. Payment of the full charge also indicates acceptance of these terms and conditions.

Disclaimer

All properties are used at the Guest's own risk. At properties with a balcony or elevated terrace, this is used at the Guest's own risk. Parents should ensure that their children are supervised in such areas at all times.

Governing Law and Jurisdiction

The contract is deemed to have been made at the [Brand Address]. This Agreement's validity, construction and performance shall be governed by English law.

Severance

In the event that a court finds that a condition in these Terms and Conditions is illegal or void, the illegal or void provision will be severed from the remainder of the Terms and Conditions, which will continue to be valid and have full force and effect.





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