

## **Property Rental Terms & Conditions**

**Please ensure you read our Terms & Conditions carefully before signing the booking form.**

**Accommodation Windsor Ltd** is based at Ground Floor, Prince Leopold House, 71-73 Victoria Street, Windsor, Berkshire SL4 1EH United Kingdom. Telephone: +44 (0)1753 833747.

Accommodation Windsor Ltd (also mentioned herein as “we” or “us” or “accommodation-windsor.co.uk” or “accommodation-windsor.com”) reserves the right to amend these terms and conditions on a periodic basis when necessary. Amendments will be posted on our website. These conditions **must be accepted** by all in-going licensees (ie “occupiers” or “guests”) and may only be amended **by the prior written agreement of both parties.**

By completing and returning our booking form, you are entering into a binding agreement (“**the accommodation agreement**”) with Accommodation Windsor Ltd and are deemed to be accepting these Terms & Conditions, which also form part of the accommodation agreement.

### **Section 1 - General**

#### **1a. Subletting and taking accommodation by way of licence**

There is no tenancy agreement created with a short term let, accommodation is provided by way of a **licence**. It is not permitted to sublet all or part of the property to a third party – all persons residing at the property must abide by the terms and conditions. By completing our booking form or rental agreement you give your authorization for us to contact credit reference agencies and to make enquiries relating to your financial and moral standing. The details supplied by you may be checked against those held on credit reference agency databases. This does not affect your ability to obtain credit or other services in any way. By completing our booking form you agree that your contract is with Accommodation Windsor and not the owner of the property. You must not enter into negotiations directly with the owner with regard to renting the property directly from them. Our charges will still be due from you should this be the case.

#### **1b. Number of persons using the apartment**

We must be notified of each licensee’s name on the booking form in advance. It is not permitted to allow other people (not named on the booking form) to stay at the property or use the property’s facilities without prior notice, which may be reasonably withheld. The number of persons using the apartment must not exceed the maximum number (of adults & children) stated on the booking form. Accommodation Windsor Ltd reserves the right to ask any named licensee to leave if this condition is broken.

#### **1c. Pets**

Pets are not permitted at any property unless otherwise agreed to in advance. A charge will be levied for professional cleaning if pets have been allowed into a property without prior written authorisation. This may include charges for loss of business whilst the property is deep cleaned.

#### **1d. Termination**

In the event of the licensee not complying with any of these terms and conditions, including unsuitable conduct causing disturbance to other residents, the accommodation agreement will be terminated immediately and the licensee and all guests will be required to leave the property. In the event of the licensee and/ or any guest failing to leave the property voluntarily within 24 hours of such request we reserve the right to commence immediate court proceedings for possession of the property together with all legal and other costs which may be incurred in connection with such action..

#### **1e. Access**

During your stay we may need access to the property for various reasons, mainly maintenance issues (as mentioned in section 5 below) or to hold viewings. We reserve the right to access the property at any reasonable time during the booking but will endeavour to notify you prior to each visit where possible.

#### **1f. Communal Areas**

The communal areas do not form part of our licence agreement with the licensee and are generally outside of our control. The licence fee requested by us for you to stay at the property does not include a fee for the use of communal areas and therefore an amount cannot be refunded if, for example, the lift, electric gates or pedestrian gates fail or are out of order. We will, however, react immediately and do everything in our power to request Management companies expedite remedial works where necessary.

### **Section 2 – Payment, Cancellations & Rental Extensions**

#### **2a. Payment, Security & Photo ID / Proof of Address**

On booking, a non-refundable reservation deposit will be required to reserve the accommodation. Bookings will be confirmed once this reservation deposit is received. Credit or debit cards supplied at the point of booking may be pre-authorised with a nominal amount to confirm their validity. Full payment for all bookings will then be due at least two weeks in advance of your arrival date or

immediately if your arrival date is less than two weeks from the date of booking. For bookings in excess of four weeks payment is also required two weeks in advance of each four week period. The reservation deposit will be deducted from the final rental balance; the balance must be paid two weeks before arrival. We cannot allow access to the property without full payment being received as cleared funds by us. Photo ID and / or proof of address may be requested before keys are issued.

**For security purposes** you will be asked to show the credit or debit card that you have booked with and this must be in the principle guest's name. In the event that ID is not provided or there is not a match to the name on the booking and the name of the cardholder, we reserve the right to refuse the booking.

**Recurring Payments** - You will be provided with the option to settle your accommodation fees in advance or to pay for your accommodation fees on four-weekly basis. We will use a recurring card payment to process your monthly payments to us, and you agree that we can do this, including deductions for any additional services you may choose to purchase and any charges resulting from damage to the apartment, whether agreed with you or not. If you select another method other than credit or debit card to pay your balance or recurring payment and we do not receive payment by the invoice due date, payment will be taken from the supplied card to ensure continuity of your apartment rental.

### **Card Handling**

The valid payment card used to pay for fees must belong to the main Occupant. This occupant must reside in the apartment for the entire occupancy period. If you're new to us we may ask you to provide proof of ownership of any valid payment card you use to make payment to us. If you're not able to provide proof of ownership to us, we reserve the right to refuse the booking.

The card used to make the booking must be presented at the time of arrival. Where the name on the card does not match the name on the card used to pay for the booking; we reserve the right to refuse the booking.

For payments made by debit or credit card we'll charge you a transaction fee of 2.0% of the total value of each payment made to us. For American Express cards the transaction fee is 3.5%. There is no fee if you pay by UK Bank Transfer. Overseas transfers may incur a fee – please check with your bank.

We may pass your valid payment card details to a third party to process any payments.

For any outstanding amounts we reserve the right to charge interest at 4% above The Bank of England base rate for each date that rent remains unpaid once a contract is entered into by submitting your booking form to us.

**Please note that if a property is booked on your behalf by a third party** (whether this be your company, an agent, insurance company or other) and the third party does not make any part of the required payment for the accommodation then the licensee will become liable for this rental payment. Please note that if rents remain unpaid Accommodation Windsor Ltd reserves the right to evict the licensee and any guests plus their belongings from the property immediately without warning and shall also claim a full indemnity for any legal and other costs incurred in recovering such arrears.

### **2b. Moveable Bookings**

You may be offered a 'moveable' booking if we are unable to book you into the apartment you have requested. Although accommodation is confirmed in advance, the exact apartment is not guaranteed prior to arrival. There may be occasions, because of circumstances beyond our control; where we will need to amend prices at short notice. If this cannot be avoided we will endeavour to inform guests of such changes before arrival.

### **2c. Extension of Stay**

We will endeavour to contact you to ascertain if you plan to extend your booking, however we ask you to inform us as soon as possible if you are planning an extension. You will be asked to complete a new booking form relating to the extended period. Rates quoted for accommodation may be subject to increase after the initial period booked (i.e. for extensions of stay) depending upon the duration requested and the season. We will inform you of rate increases before confirming your extension. All extensions will be subject to the same terms and conditions of the original booking. Extension forms must be returned within 24 hours of the date sent (except where special circumstances have been agreed upon) in order to confirm the booking; we cannot guarantee apartment availability after this period.

### **2d. Cancellation and Refund Policy**

Four weeks notice is required to avoid charge. Rent cannot be refunded once paid, unless we are able to re-let the property, in which case you will be reimbursed for the number of nights re-booked less an administration fee (usually £200). Please put your cancellation in writing to us at the above address or by email to [enquiries@windsor.gb.com](mailto:enquiries@windsor.gb.com). If a reduced rate has been offered for a longer stay that has subsequently been cancelled then the rate will revert back to the rack rate for the period stayed. An admin fee applies.

### Section 3 –Licensee’s Responsibilities

Accommodation Windsor Ltd reserves the right to charge your credit/debit card (or deduct from any deposit paid) for items listed in sections 3, 4 & 5 (below) if the Terms & conditions are not adhered to. This may include but are not restricted to: cleaning, damages, telephone / internet call charges, satellite TV usage charges, breakages and/or loss or damage of any items in or about the property rented.

#### 3a. Smoking

Accommodation Windsor Ltd operates a strictly NO SMOKING POLICY. Smoking is not permitted in any properties or in any communal areas of apartment blocks. If smoking has occurred in the property during your stay we reserve the right to charge you for professional cleaning of the apartment, plus vacant days while the property is aired.

#### 3b. Damages, Breakages and/or Loss of items

It is the licensee’s responsibility to take care of furniture and equipment provided at the property. Guests will be held accountable, and must pay for any damages, breakages or loss of items incurred by you or members of your party, or your visitors during your stay at the property. Replacement items must be of the same quality as the originals. Please notify us as soon as possible of any damages so that we may limit the cost and be able to replace any items for the next licensee if you are unable to do so.

The licensee must report any damages or cleaning issues at the property **within 24 hours of arrival**. Properties are thoroughly checked at the end of each tenancy and the property and all its facilities are assumed to be in full working order when keys are handed to incoming guests. In the unfortunate event that the property has damages or cleaning issues which have not been dealt with prior to new licensees arriving, we will endeavour to fix these issues with immediate effect. Guests that have not reported damages on arrival will not be able to later claim that items were damaged when they arrived, if they have not previously reported it. Likewise guests will not be able to claim compensation for cleaning issues which were not reported within 24 hours of arrival.

#### 3c. Keys

On the day of departure please return all keys to our office by 10am unless alternative arrangements have been agreed upon. If any keys have been lost or are not returned, you will be charged with the cost of re-cutting a new set and changing locks on the property. This also applies to parking remote controls and parking permits, which can cost between £50 and £100 to replace depending on the property. If, under exceptional circumstances, you are unable to return the keys to our office please call us prior to your departure to make alternative arrangements. Guests are not entitled to make duplicate copies of keys without prior written consent.

#### 3d. Cleaning

The property will have been cleaned to a high standard before your arrival. Unless you have booked a **serviced apartment option**, please ensure that you leave it in a similar condition on departure. If, in our reasonable opinion, the property is left in an unacceptable condition your credit or debit card will be charged with a cleaning fee in the region of £75 - £150 plus Vat depending on the condition of the property. Alternative payment options can be arranged on request.

- i. **Oven** Please leave it in the same condition in which you found it.
- ii. **Food** Kindly remove all food items from cupboards & fridge/freezers.
- iii. **Waste** Please ensure you dispose of all trash / rubbish on departure.
- iv. **Cleaning** Please clean throughout the property to leave it as you found it (unless you have booked an end of stay clean in which case we will carry out these tasks!)

#### 3e. Weekly Servicing

Weekly cleaning and laundry services should be requested when booking your accommodation. Servicing is not included in our standard rental prices unless you have specifically booked a serviced apartment.

Our weekly servicing includes a bed linen and towels change, and a general clean of each room including kitchens and bathrooms. It does not cover washing-up of plates / dishes or tidying up of personal belongings, which are the responsibility of the **licensee**. If the cleaners are turned away for any reason, the cleaning will not be re-scheduled until the following week. If you require additional cleaning on top of the scheduled cleaning, these will be charged for. For prices please call us or see our website. A weekly service cannot be guaranteed if requested after the booking has been made however we will endeavour to fit you in.

#### 3f. End of stay cleans

End of stay cleans can be requested at the time of your booking or up to two weeks prior to your departure date. For prices please call us or see our website: <http://www.accommodation-windsor.co.uk/end-of-stay-cleans.htm> Our housekeeping team will perform a standard clean of the apartment at the end of your stay without charge but this does not include the removal of your unwanted belongings, trash, unused food (unless unopened or reusable by future guests – like condiments, cooking oil etc) or washing up. Please leave the property in a similar condition to how you found it. If you prefer not to then let us know and we will charge you for a complete end of stay clean.

### **3g. Laundry**

Please ensure you leave all bed linen and towels at the property when you leave. We will arrange to launder these items. Please note that there will be an additional charge if any items are missing, badly soiled or damaged.

### **3h. Refuse**

Kindly dispose of all of your own trash / rubbish before vacating the property. Please ensure that you remove and dispose of all food from the fridge / freezer and cupboards. (It is acceptable to leave unopened and non-perishable products for future guests).

On vacating the property please DO NOT turn off fridges / freezers.

### **3i. Noise**

Please be respectful to your neighbours and keep noise to a minimum. We reserve the right to evict troublesome and noisy guests staying in any of our apartments however this will not be done without first discussing problems with you.

### **3j. Redirection of Mail**

It is the responsibility of the outgoing **licensee** to arrange the re-direction of mail prior to your departure date. Sheer volume dictates that we cannot provide this service, staff are instructed not to receive, hold or forward any mail for licensees or landlords. We would therefore appreciate your co-operation in not requesting this.

### **3k. Belongings Left at the Property**

Any items that have been left behind will be disposed of assuming that they are no longer wanted. Please take everything with you when you leave. There will be a charge made for excessive rubbish or unwanted items that are left at the property as we have to dispose of these correctly.

### **3l. Insurance**

It is important that you have your own personal insurance, as you will not be able to make any claims via the homeowners insurance. This should include loss of food in the freezer in case of a breakdown. You will also not be covered against loss or damage to personal items or injury to yourselves and any of your party members.

### **3m No business of immoral use**

The licensee must not carry out any business at the property. Further the licensee must not use the property for any immoral or illegal purpose. Evidence of these kinds of activities will result in immediate eviction from the property without refund of any rents paid.

## **Section 4 – Utility Bills & Other Services**

### **4a. Council Tax, Water Rates, TV License, TV Package, Gas & Electricity**

Unless otherwise agreed we will include the cost of these bills in your weekly/monthly rent. Utilities such as water, gas and electric and supplied at domestic usage levels only. Additional charges may apply for excessive consumption of gas, electricity and water so please ensure that you turn off all heating and appliances when not in use and ensure that taps are not left running. For any properties with Sky TV installed the package supplied is a basic package unless otherwise notified. Additional charges will be made for adding channels or premium content subject to Sky's minimum service terms and conditions found at [www.sky.com](http://www.sky.com)

Please note that any appliances i.e. televisions that you have altered must be reconfigured to their original settings on arrival (a charge will be made for televisions that require re-tuning on departure).

### **4b. Domestic Usage on Utilities**

As stated in section 4a we will include the cost of utilities in your weekly/monthly rent up to an acceptable limit for domestic usage only. This limit is available on request. Please do not leave heating and electrical items switched on 24 hours a day or when you do not inhabit the property. Additional charges may apply for excessive utility bills over and above standard domestic usage. Guests are not permitted to plug in or use any portable heater (including those using combustible substances) in the premises.

### **4c. Telephone Bills**

If the property has a telephone, you will be responsible for paying the cost of all calls and/or additional internet usage (unless agreed as included). In most cases call barring will be enabled on the line unless you have arranged for the line charges to be billed to you or placed in your name. We reserve the right to charge your credit/debit card for telephone calls if a bill arrives after your departure, for the period that you stayed in the property. Please note a £5 administration fee will be added to your final bill to cover the cost of billing. Where credit card phones are installed there will be no additional charges other than the call charge via the credit card. Note: Not all properties have landlines or telephones available for guest use.

### **4d. Internet Access**

High-speed internet access has been provided in all properties. Where supplied, all internet connections have a fair usage policy in place and have a maximum download allowance. This will always be sufficient for general day-to-day usage (emails and surfing) but may not be sufficient for downloading large files, movies etc. Additional usage can be requested and purchased where required. Please ask for rates and give at least 48 hours notice where possible.

## Section 5 - Maintenance

### 5a. Problems - Drains, Electrical, Gas and Appliances

Please notify us immediately if you experience any problems and we will endeavor to solve them as quickly as possible. If your emergency is outside of our office hours please call the emergency line **07919 614559**. This number is solely for emergencies; general enquiries will be dealt with during office hours on 01753 833747. Call out charges apply for out of office calls.

You will be liable for any damages or water leakages occurring as a result of misuse of equipment and pouring unsuitable items into drains (e.g. fat, oils, solids, hair, creams, etc). Please notify us as soon as possible of any maintenance issues so that we can limit the damage & cost.

Please note that where problems occur that are beyond our control - power failures from the grid, mains water supply failures, gas supply disruption, acts of God, storms, earthquakes, terror attacks and the like, we will not be liable for damages caused to belongings or property or alternative accommodation costs if these situations have not been caused as a direct result of our supply of the property. We will however endeavour to assist clients where possible with finding suitable alternative accommodation where possible.

### 5b. Foreign Appliances & ELECTRICITY SUPPLY

Our electricity supply in the UK is **240 volts**.

Please do not plug in any appliance that cannot take this level of voltage. If you do so the result is usually that the appliance will be ruined and the main electricity supply will trip out. If this occurs please UNPLUG YOUR APPLIANCE and reset the fuse that has tripped. Usually one of the fuses will be up when all others are down. This will be the circuit that has blown. Simply flick the switch back down and the circuit will be live again. **Make sure** you have removed your appliance from the plug socket beforehand.

Please note that a **call out charge of £50** will be payable if we need to attend the property due to foreign appliances being plugged into UK sockets. If the appliance belongs to the property then the cost of purchasing a new appliance will also be payable. We want you to have a happy and safe stay at our accommodation so please follow these instructions closely.

### 5c. Parking Fines and Clamping

Where an apartment building or property has parking controls in force such as clamping, towing or parking fines, Accommodation Windsor Ltd cannot be held responsible for fines, clamping or towing charges under any circumstances however caused. It is the responsibility of the licensee to ensure that they have a valid permit in their possession and on view in their vehicle where applicable and that they are allowed to park in the space / carpark relevant to the property.

**Force Majeure:** Please note that where problems occur that are beyond our control - power failures from the grid, mains water supply failures, gas supply disruption, acts of God, storms, earthquakes, terror attacks and the like, we will not be liable for damages caused to belongings or property or alternative accommodation costs if these situations have not been caused as a direct result of our supply of the property. We will however endeavour to assist clients where possible with finding suitable alternative accommodation where possible.

The guest agrees that there can be no claim for compensation in the event of a failure of the property's appliances, drainage, heating or hot water as long as these are rectified or suitable replacements offered within 48 hours of the failure occurring or where alternative accommodation has been offered whether taken or not. In any event any claim for compensation cannot be for more than the cost per night of the supplied accommodation for the period of the failure up to the date of alternative accommodation being offered where applicable. We will always work hard to ensure that we fix or replace faulty appliances in a timely manner ensuring guest satisfaction.

**Please note** that Windsor is located near to Heathrow Airport and as such there may be some noise experienced in some properties from aircraft flying overhead. This does vary depending on weather conditions and which runway they are using for take-offs and landings plus other factors and is completely out of our control.

We recommend that you take suitable travel insurance.

Thank you, enjoy your stay!

**Signature (NOT NEEDED IF YOU HAVE BOOKED ONLINE AND ACCEPTED THESE TERMS)**

**If you have not booked online** and therefore accepted our terms and conditions then please sign below in the presence of a member of Accommodation Windsor Ltd staff.

I accept the booking terms and conditions of Accommodation Windsor Ltd.

Signed by \_\_\_\_\_ (The Licensee)

Name \_\_\_\_\_ Date \_\_\_\_\_

**OFFICE USE**

Booking Ref: \_\_\_\_\_ AWL Staff Initials \_\_\_\_\_

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