

## **Terms & Conditions of the Accommodation Agreement**

**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 (“the provider” also mentioned herein as “the company”, “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 and are deemed to be accepting these Terms & Conditions, which also form part of the accommodation agreement.

### **Legal Notice**

These conditions govern all “bookings” made through Accommodation Windsor Ltd who are a serviced apartment provider. Properties advertised by the provider are privately owned. Accommodation Windsor Ltd acts for the Landlord (“Host”) and You (“you” “the booker” “guest” “occupier” or “licensee”) and all members of your party collectively called “the guest” accept these conditions yourself and on behalf of all members of your party whether you are booking as a guest or on behalf of others regardless of whether the booking is made by telephone, email, through the website or by any other means.

These conditions constitute an excluded agreement under S(3A)(7)(a) of the Protection from Eviction Act 1977 (as amended) and cannot be construed as an assured tenancy under the Housing Act 1988 (as amended).

### **Section 1 – General**

#### **The accommodation**

The accommodation you are staying in will be confirmed to you at the time of booking. Apartments vary in size, style and layout. Furnishings may vary slightly from those advertised and furniture / fittings / appliances are not uniformly standard over all apartments.

The accommodation is only to be used as temporary or holiday accommodation for you, or your organisation. They are not for use as the principal, additional home or main residence of you or your guests; you will not be entitled to a tenancy or an assured short hold or assured tenancy. No relationship of landlord and tenant is created, and no statutory security of tenure exists now or when the period of occupation ends. **You do not have sole occupancy rights** to any property offered to you and we reserve the right to enter the property (with 24 hours’ notice where possible except in an emergency) in order to carry out cleaning, maintenance, inspections or viewings.

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

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 occupying a property managed by us 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 Ltd and not the owner of the property. You must not enter into negotiations directly with the owner with regards to booking the property directly with them. Our accommodation 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 guest’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 guest / visitor 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 by either party**

In the event of any guest 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 guest / all guests will be required to leave the property. In the event of the guest and/ or any guest failing to leave the property voluntarily within 2 hours of such request we reserve the right to enter the property and to change all locks and remove all guests' belongings if necessary. We may commence immediate court action if necessary, for possession of the property together with all legal and other costs which may be incurred in connection with such action.

If the occupier, booker or agent decides to terminate this agreement then they are required to provide 28 days prior written notice for the avoidance of doubt, in order to comply with this clause. The licensee will be required to vacate the property on the expiry of this 28-day notice. The property is to be returned in the same condition as when the occupier moved in. Should the licensee fail to comply with the conditions of this clause then the notice will be treated as if it had not been given. It is hereby agreed that any unpaid accommodation fees will be deducted from the damage deposit where, for example, not enough notice has been given by the guest to depart the property. Additional unpaid accommodation fees may be invoiced to you where the guest does not provide the required and agreed notice period of 28 days.

### **1e. Our Right of Access**

During your stay we may need access to the property for cleaning, maintenance (as mentioned in section 5 below) or to hold viewings for future bookings or inspections. We reserve the right to access the property at any reasonable time during your booking giving at least 24 hours' notice except in an emergency where immediate access may be required.

## **Section 2 – Payment, Cancellations & Booking 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 balance due; 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. Payments that were due by bank transfer that have not been received two weeks in advance of the stay period will be taken by credit or debit card to confirm your booking. Photo ID and / or proof of address may be requested before keys are issued.

**Recurring Payments** - You will be provided with the option to settle your accommodation fees in advance or to pay for your accommodation fees on a four-weekly or monthly basis. We will use recurring card payments to process your four-weekly / 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 additional cleaning and / or damage to the apartment, whether agreed with you or not.

### **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 are a new occupier extending an existing booking, we will ask you to provide proof of ownership of any payment card you use to make a reservation or payment to us. If you are not able to provide proof of ownership to us, we reserve the right to refuse the booking and to terminate this agreement with immediate effect.

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 or ask for further identification and clarification. The card must be in the principle guest's name.

For payments made by business debit or credit card we reserve the right to charge 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 payment card details to a third party (merchant) to process any payments as per our privacy policy published on our website.

For any outstanding amounts we reserve the right to charge interest at 4% above The Bank of England base rate for each day that accommodation costs remain unpaid. A contract is entered into by submitting your booking form to us or by occupying one of our properties whether booked directly or by a third party or agent.

**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 accommodation fee. Please note that if any fees remain unpaid then Accommodation Windsor Ltd reserves the right to remove 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 always guaranteed prior to arrival. There may be occasions, because of circumstances beyond our control; where we will need to amend accommodation offered at short notice. If this cannot be avoided, we will endeavour to inform guests of such changes before arrival and to ensure that the substitute accommodation is of a similar if not better standard and size to the original.

#### **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 of your stay. You will be asked to complete a new booking/extension 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 of the extended period and/or the season and current demand. 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 or where the extension is for the same day in which case the form must be submitted to us within 2 hours) in order for us to confirm the extension; we cannot guarantee apartment availability after this period.

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

28 days' notice of cancellation is required to avoid charge. Accommodation charges 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 at the rate re-booked at (which could be less than you paid), less an administration fee (usually £200). Please put your cancellation in writing to us at the above address or by email to [stay@accwindsor.co.uk](mailto:stay@accwindsor.co.uk). 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 (standard) rate for the period stayed. An admin fee may apply for amendments to confirmed bookings.

### **Section 3 – Guests Responsibilities**

**Accommodation Windsor 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: unpaid accommodation charges, cleaning including laundry or dry cleaning of linens / soft furnishings, damages, telephone call charges (if applicable), satellite TV usage charges (Pay Per View), breakages and/or loss or damage of any items in or about the accommodation or any charges incurred whilst occupying the property that could be charged back to the landlord or the property provider.**

#### **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 any vacant days / loss of business while the property is aired / cleaned or waiting to be cleaned or painted or while maintenance works are carried out to return the accommodation to its original condition.

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

It is the guest'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. This includes damage caused by mould from not ventilating the property after showers, cooking, drying clothes etc. 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 guest if you are unable to do so.

The guest must report any damages or cleaning issues at the property **within 24 hours of arrival**. Properties are thoroughly checked at the end of each booking 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 guests 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.

We reserve the right to charge for loss of business for any days the property cannot be made available to other guests whilst we fix / repair / clean or replace any items that have been damaged or are dirty and need professional cleaning resulting from your occupation of the property.

### 3c. Keys & Checking Out

On the day of departure please return all keys to our office by 10am unless alternative arrangements have been agreed upon. Failure to depart the property at 10am will incur additional costs. We reserve the right to charge for a full day at your daily rate if you do not vacate the property as requested. Please note that last minute extensions to your stay may not be possible if we have already accepted another booking at your property. 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 permitted to make duplicate copies of keys without prior written consent.

### 3d. Cleaning

The property will have been cleaned before your arrival. **Unless you have paid for an end of stay clean**, please ensure that you leave the property in a similar condition on departure. If, in our reasonable opinion, the property is left in an unacceptable condition you will be charged a cleaning fee – the amount depending on the condition of the property. This may be deducted from your damage deposit or invoiced to you.

- 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 Service Cleans

Weekly cleaning and laundry services should be requested when booking your accommodation. Servicing is not included in our standard accommodation fees unless otherwise stated.

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 **guests**.

If our 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 contact us. A weekly service cannot be guaranteed if requested after the booking has been made however we will endeavour to fit you in. Weekly Cleans are for a set amount of time and housekeepers will not be able to perform extra duties for you without prior authorisation from office staff at Accommodation Windsor Ltd.

### 3f. End of stay cleans

Our housekeeping team will perform a standard clean of the apartment at the end of your stay. 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. We may charge for disposal of guests' belongings left in the property at the end of their stay.

### 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 / replacement costs 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 (eg salt, cooking oil, unopened tins or jars) 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 **guest/s** 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 **guests** 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. We recommend you take out travel insurance in the event of any claim.

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

Guests must not carry out any business at the property. Further guests must not use the property for any immoral or illegal purpose. Evidence of these kinds of activities will result in eviction from the property and any charges passed on to you.

## **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 accommodation charges. 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 accommodation charges 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 you for telephone calls if a bill arrives after your departure, for the period that you stayed in the property. Please note an administration fee minimum £10 will be added to your final bill to cover the cost of billing. 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. Due to the supplier of these services being a third party, we cannot be held accountable for the service levels or speeds offered by these third parties however we will always try to work on your behalf to have the supply fixed / maintained in a timely manner should it fall below normal acceptable standards.

## **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 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.

For information on our Privacy Policy and GDPR please visit: <https://accommodation-windsor.co.uk/privacy-policy>

We recommend that you take suitable travel insurance.

Sorry that these terms and conditions are so long, we hope they help you to understand our policies.

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 staff.

I accept the booking terms and conditions of Accommodation Windsor Ltd

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

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

Signed by \_\_\_\_\_ (Accommodation Windsor Ltd)

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

**OFFICE USE**

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

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