



SPACE APARTMENTS

SERVICED ACCOMMODATION

Terms and Conditions of Hire

These booking terms and conditions of business are a contract between, Space Cowboy Ltd (hereinafter referred to as the 1st Party), the managing agent being the 1st party as well and you the person or person corporate making the booking including all adult members of your party who will be staying in any of our apartments (hereinafter referred to as the 2nd party or 'you or your').

1. Scope

- 1.1 Your stay at whatever property is not intended to infer and /or confer exclusive possession on the 2nd party or any guest of the 2nd party nor to create the relationship of 'landlord and tenant' between the 1st party and 2nd party or any guest of the 2nd party. Neither the 2nd party nor the guest of the 2nd party will be entitled to any tenancy, or any short assured or assured tenancy, or to any statutory protection under the Housing Act 1988, or to any other statutory security of tenure now or upon the determination of this agreement.
- 1.2 Rates are subject to change without notice.
- 1.3 VAT is charged as appropriate from time to time.

2. Agreement of Occupation

- 2.1 The 1st party permits the 2nd party to occupy the property, such occupation being on the grounds of the personal status only and to use the owner's furniture and effects for the accommodation period. All visitors to the apartment are the responsibility of the 2nd party.
- 2.2 the 2nd party being of 18 years or over when you book your accommodation. Your booking is made as a consumer and you hereby acknowledge that no liability can be accepted for any losses suffered or incurred by you.
- 2.3 the 1st party reserves the right to refuse to accept any booking for whatever reason whatsoever.
- 2.4 Check in and /or arrival to your accommodation being after 3pm (except if stated differently) on the start day of your booking, unless otherwise agreed in writing beforehand. You must leave/vacate the accommodation by 10 am on the last day of your stay. If you fail to arrive by midnight on the day of the start date and do not advise us of a late arrival, we may treat the booking as being cancelled by you for non-arrival.



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- 2.5 If you want to increase your length of stay you then we will do everything possible subject to availability of accommodation to find something suitable for you. Please note that this may not always be possible.
- 2.6 If the number of people permitted to occupy an apartment is exceeded (which would be in breach of Health and Safety Regulations) the 1st party reserves the right to move excess occupants to different accommodation and charge for additional apartments or require the excess occupants to vacate the property without protest and immediate effect.
- 2.7 The 1st party is not responsible for the conduct of or noise disturbance from any adjoining or nearby neighbours or properties.

3. Paying for your Accommodation

- 3.1 The 2nd party will pay to the 1st party:
- 3.1.1 Cleared funds, which must be received 14 days before arrival date in full. All prices advised to you are inclusive of any and/or all booking fees and charges unless otherwise stated.
- 3.1.2 Should payment not be received within the required time the 1st party reserves the right to cancel any bookings made and any deposit will be forfeited without protest.
- 3.1.3 If the 2nd party fails to pay any sums whatsoever that are payable under this agreement as and when they fall due, the 2nd party will pay the 1st party, on demand, interest on any unpaid sum in accordance with the Late Payment of Commercial Debts (Interest) Act 1998 (as amended) from the date payment was/is due until the 1st party receives payment in full by cleared funds both before and after any judgement.
- 3.1.4 A £100 deposit will be required to cover breakages and damages. This can be repaid up to five (5) working days after the 2nd party and / or guests of the 2nd party stayed in the property. The deposit is NOT applied towards payment for the accommodation and only charged provided the following provisions are not met:
- NO damage is done to property or its contents.
 - NO items are taken from the property without permission.
 - NO charges are incurred due to illegal activity, pets or additional services rendered during the stay.
 - All debris, rubbish and discards are placed in a rubbish bin in a bin liner, and soiled dishes are washed up.



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- All keys are left in the Key Safe (or same place the guest collected them from), and the accommodation is left locked.
 - All charges accrued during the stay are paid prior to departure.
 - NO linens are lost or damaged.
 - NO early arrival or late departure.
 - NO smoking or vaping within the apartment.
 - NO use of naked flames, lighting candles or any other items of a similar nature.
 - The guest is not evicted by us, the owner (or representative of the owner) or by local or national or international law enforcement agencies or similar.
- 3.1.5 the 2nd party is expected to leave the apartment in a reasonable and good state on departure. If, at the 1st party's discretion, additional cleaning is required on departure, the cost of this cleaning will be charged as an additional charge.
- 3.1.6 From 1st July 2007 the UK legislation provides that smoking is not permitted in serviced apartments. Smokers must vacate the building should they wish to smoke.
- 3.1.7 Where there is evidence of 2nd party and /or the guests of the 2nd party smoking within the apartment, the 1st party reserves the right to charge £250 for specialist cleaning and may request those breaching this to vacate and leave with immediate effect.
- 3.1.8 Anyone found using drugs and /or under the influence of illegal drugs or substances classified under the Misuse of Drugs Act (1971) will be reported to the police and asked to leave and vacate the premises immediately. Any evidence or suspicion of drug use on our premises will also be reported immediately to the police.
- 3.1.9 No daily housekeeping service is provided – While linens and bath towels are included in the unit, daily maid service is not included in the rental rate. However, it is available at an additional rate/cost. It is suggested that you bring beach towels. Towels and or linens are not permitted to be taken from the property.
- 3.1.10 Falsified Bookings – Any booking obtained under false pretence will be subject to forfeiture of advance payment, deposit and/or rental money(s), and the 2nd party will not be permitted to check in.
- 3.1.11 Pets are not permitted in rental units.



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4. Cancellation of Changes to your booking by us

- 4.1 In the unlikely event that we must cancel or make a change to your accommodation, we will use all reasonable efforts to contact you as soon as possible to explain the reason and to inform you of the cancellation or the change. If possible, alternatives will be provided, but should these alternatives be unacceptable to you the booking will be treated as cancelled and we will refund any money you have paid to us within 14 days of any cancellation.
- 4.2 We shall not be liable for changes, cancellations or any other effect on your booking due to events beyond our control (force majeure). In these conditions “force majeure” means any event or consequences thereof which could not have been reasonably avoided, by us 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 manmade disaster, fire, adverse weather conditions and all similar events outside our control.
- 4.3 If you wish to alter your booking, the 1st party will use their best efforts to accommodate your requirements, however, you will be obliged to pay any additional expenses incurred as a result of alteration. In addition, the 1st party may charge, at their discretion, an amendment fee to cover the necessary administrative costs incurred.
- 4.4 If cancelled or modified up to 14 days before date of arrival, no fee will be charged unless otherwise stated at the time of booking.
- 4.5 If cancelled or modified later or in case of no-show, the total price of the reservation will be charged.
- 4.6 No refunds will be made for non-arrivals under any circumstances.

5. Death, Personal Injury or Loss of Property

- 5.1 The 1st party shall have no liability to you for the death or personal injury to you or any members of your party unless this results from an act or omission on the part of the 1st party.
- 5.2 Any guest using their own electrical appliances (hairdryers, curlers, tongs, shavers, personal computers, personal stereos etc) must use the appropriate adaptor and not overload the electrical circuits. Non-UK plugs used without adaptor/transformer are a serious fire risk and may not be used. Please ensure that all heated appliances are switched off and stored safely before leaving the apartment. Guests found to be in breach of this rule may be asked to leave with immediate effect.



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5.3 You must take all necessary steps to safeguard your personal property and the 1st party accepts no liability to you in respect of damage to, or loss of, such property unless caused by negligence on the part of the 1st party

5.4 Cars and their contents are parked at owners' risk. Please ensure that cars are locked, and possessions are left out of sight.

5.5 Property left in the apartment will be kept for 1 week after departure or forwarded at the guest's expense.

6 Keys

6.1 Unless otherwise agreed, the owners will issue to the client or guest one set of keys to the property. If at any time the 2nd party and/or guest of the 2nd party loses the keys, they must notify the 1st party as soon as possible, who will instruct a locksmith to change the lock/keys(s) and charge the 2nd party and / or guest of the 2nd party.

6.2 If the 2nd party and or a guest of the 2nd party locks him or herself out of the property and requires the owner's assistance to re-enter the property, the 1st party reserves the right to charge an administration fee.

6.3 The 1st party will retain keys to the property and will access the property to provide the services set out in the agreement and any necessary maintenance and / or also to inspect the property and carry out repairs to the structure, roof, exterior or any services, appliances and / or equipment therein. The 1st party reserves the right to enter the property at any reasonable time during your stay for essential maintenance or if its suspected damage has been caused or in case of any emergency. All reasonable efforts to contact you before entering the property.

7 Services

7.1 The 1st party nor the owner can be held responsible for any failure or interruption to services to the apartment, for example, gas, water and/or electricity, or for any damage, disturbance or noise caused as a result of maintenance work being carried out in any part of the building.

8 Wireless Broadband Internet and Hardwire

Wireless Broadband Internet is usually available in apartments, however, the owners and 1st party will not be liable for loss of this service due to connection, environmental or human error and no support



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service is available. For this reason, wireless broadband internet is not deemed a contractual provision within this agreement. The 1st party does not assume any responsibility for any damage to your computer or the data contained on it, nor the security of any data transferred over the internet. Guests are responsible for the protection of their computers from loss of data, unauthorised access or viruses and not limited to.

9 Maintenance Callouts

Should the 2nd party or a guest of the 2nd party reports that a service or an appliance is faulty and subsequent inspection confirms that the appliance was not faulty, but was not being operated properly by the 2nd party or a guest of the 2nd party, and where the usage instructions have been provided, the 1st party reserves the right to charge the 2nd party or a guest of the 2nd party for the maintenance call out.

10 Clients Obligations

10.1 The 2nd party hereby guarantees that the 2nd party or a guest of the 2nd party will:

10.1.1 Not keep any animals, insects, birds or reptiles in the property.

10.1.2 When the 2nd party or a guest of the 2nd party with small children occupy the property, the 2nd party or a guest of the 2nd party undertakes to provide all suitable childproofing safety equipment at their own cost.

10.1.3 Not to do or permit any act that would make any insurance policy on the property void or voidable or increase the premium.

10.1.4 Not to do anything that may cause nuisance or annoyance to the owners or to any other occupier or guest of adjoining properties or do anything at the property that is illegal or immoral. Noise disturbance after 11pm or before 7am can and will be reported to the local Council.

10.1.5 Ensure that at the end of this agreement the property is cleared of the 2nd party or a guest of the 2nd party effects and left in good repair and clean condition and make good, pay for the repair or replacement of such items of the fixtures, furniture, furnishings and other effects as shall be broken, lost, damaged, or destroyed save as for reasonable wear and tear excluding matters covered by insurance.

10.1.6 Use the Property for residential purposes only and not for any business use.



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- 10.1.7 Not make any alterations to the property.
- 10.1.8 The 2nd party or a guest of the 2nd party will indemnify and keep the owners fully and effectively indemnified against all losses, claims, demands, actions, proceedings, damages, costs of expenses or other liability or right arising in any way from this agreement.
- 10.1.9 The 2nd party or a guest of the 2nd party will not assign, underlet, sub-licence, charge or part with possession of whole of any part thereof of the property, nor take in lodgers or share occupation of the property with any person in any way.
- 10.1.10 The 2nd party or a guest of the 2nd party not to sell, loan, charge or otherwise dispose of or part with possession of any of the contents located at the property including, and without limitation, the owners' furniture and effects.
- 10.1.11 The 2nd party or a guest of the 2nd party not to hang on the outside of the property any flowerpot or similar object or any clothes or other articles.
- 10.1.12 The 2nd party or a guest of the 2nd party will not block or put noxious or damaging substances into the sinks, baths and lavatory cisterns or waste or soil pipes in the property or allow them to overflow or be blocked.
- 10.1.13 The 2nd party or a guest of the 2nd party not to leave the entrance door or windows to the property open but to ensure that all door and window locks are properly engaged at all times. All windows must be closed when not in the apartment and/ or during bad weather.
- 10.1.14 To take all reasonable precautions to prevent condensation by keeping the Property adequately ventilated and heated. Extractor fans located in the bathrooms and en-suites must be switched on at all times to prevent damage to the apartment. Envirovent system may not be switched off and must be used at all times with the boost buttons used in an appropriate manner such as when using shower/bath or cooking.
- 10.1.15 Nor change any lock(s) to the property or have any duplicate keys made.
- 10.1.16 The 2nd party or a guest of the 2nd party to report any plumbing, electrical or general problem to the 1st party as soon as is practicably possible and to desist from attempting to remedy such problems on their own accord.



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- 10.1.17 To maintain proper insurance cover for full replacement value all of the 2nd party or a guest of the 2nd party personal property which is kept either at the property or on the guest's person.
- 10.1.18 To use all equipment provided at the Property strictly in accordance with its operating instructions and not for any purpose other than its intended use.
- 10.1.19 Not to leave or store any valuable personal possessions anywhere in the property where they can be easily viewed by third parties.
- 10.1.20 Not to play any ball games inside or within the grounds of the apartment.
- 10.1.21 To ensure that the number of people occupying the property does not at any time exceed the maximum number of permitted occupants as set out in your booking details of the relevant property.
- 10.1.22 To use any cleaning products, liquids, tablets strictly in accordance with their usage instructions and to ensure that such products are kept out of reach of children. The 1st party accepts no liability whatsoever for misuse of products supplied.
- 10.1.23 Not to install any portable cooking appliances, camping stoves or similar items in the apartment.
- 10.1.24 Ensure that you inspect the Apartment on check-in. Unless we receive notification otherwise within one day of check-in, the 1st party will be entitled to assume, and herein deemed as such, that you have fully accepted that the condition of the Apartment is in good repair, condition and in a clean and tidy state and you will waive any right to claim otherwise at any future date.

11 Termination of this Agreement

- 11.1 This agreement may be ended by the 1st party without notice:
- 11.1.1 If the accommodation fee is not paid on the payment day or if the client is in breach of any or part thereof of the conditions on this agreement.
- 11.1.2 If the 2nd party becomes bankrupt, makes an arrangement with his/her creditors, has an administration order made against him or her or has a judgement enforced or entered against him or her.
- 11.2 The 1st party may also terminate this agreement at any time on giving the client written notice.
- 11.3 The 2nd party or a guest of the 2nd party will at the end of the accommodation period return to the 1st party all keys to the property and give the 1st party vacant possession of the property thereafter and without further protest.



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12 If you cancel your Booking

- 12.1 Any cancellation must be notified to us in writing. The day we receive your written notification of cancellation will be deemed the date on which your booking is cancelled. If cancelled or modified up to 14 days before the date of arrival, no fee will be charged.
- 12.2 If such is cancelled or modified less than 14 days or in case of no-show, the total price of the reservation will be charged.
- 12.3 The 1st party may, at its own discretion, waive its rights to cancellation fees.

13 Health and Safety

- 13.1 We want your stay to be as comfortable as possible. Failure to comply with this statement may be considered as a breach of contract and the 2nd party or a guest of the 2nd party being asked to leave.
- 13.2 The 2nd party or a guest of the 2nd party should keep the apartment free of hazardous objects at all times and not to leave it in a condition that would deem it to become unsafe for our housekeepers, staff, guests or themselves to use.
- 13.3 By making a booking and staying in one of our apartments you agree to abide by these terms and conditions herein.

14 Data Protection Policy

The 1st party is required to gather certain personal data about clients for the purposes of satisfying its operational and legal obligations. This personal data will be subject to the appropriate legal safeguards as specified in the Data Protection Act 1998 and as defined under the General Data Protection Regulation (EU Regulation 2016/679) 25 May 2018.

The 1st party fully endorses and adheres to the eight principles of the Data Protection Act. These principles specify the legal conditions that must be satisfied in relation to obtaining, handling, processing, transportation and storage of personal data.

- 1 The principles require that the personal data shall:
 - a. At least one of the conditions in Schedule 2 of the Data Protection Act 1998 is met, and
 - b. In the case of sensitive personal data, at least one of the conditions in Schedule 3 of the Data Protection Act 1998 is also met.



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- 2 Personal data shall be obtained only for one or more specified and lawful purposes and shall not be further processed in any manner incompatible with that purpose or those purposes.
- 3 Personal data shall be adequate, relevant and not excessive in relation to the purpose or purposes for which they are processed.
- 4 Personal data shall be accurate and, where necessary, kept up to date.
- 5 Personal data processed for any purpose or purposes shall not be kept for longer than is necessary for that purpose or those purposes.
- 6 Personal data shall be processed in accordance with the rights of data subjects under this Act.
- 7 Appropriate technical and organisational measures shall be taken against unauthorised or unlawful processing or personal data and against accidental loss or destruction of, or damage to, personal data.
- 8 Personal data shall not be transferred to a country or territory outside the European Economic Area unless that country or territory ensures an adequate level of protection for the rights and freedoms of data subjects in relation to the processing of personal data.

15 Complaints

- 15.1 All complaints should be notified as soon as possible to the 1st party, who will endeavour to do their best to resolve such in a reasonable and timely manner.
- 15.2 If you are still not satisfied then within 14 days of the end of your stay, you should put your comments in writing to our address, with all reasonable efforts made to resolve the matter as quickly as possible.
- 15.3 You may also complain to the booking agent you used for your apartment reservation, but such complaint should be via the 1st party in the first instance, as we aim to please.

16 Law

These conditions and terms within this contract and all matters arising there from are subject to the laws of England and Wales and in the event of a dispute, you will be subject to the exclusive jurisdiction of the courts of England and Wales.

17 Your Rights

Your statutory rights are not affected by anything contained within these Terms and Conditions of Hire.



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18 Interpretation

In this Agreement the following words and phrases shall have the following meanings unless the context otherwise requires:

“1st party” “Us” or “We” refers to **Space Cowboy Ltd** offering serviced apartments on behalf of the property owners.

“2nd party” is the person who arranges the accommodation – this could also be the guest.

“the 2nd party or a guest of the 2nd party” is the person who resides at the property including all adult members of your party – they could also be the client.

“Agreement or Contract” means this agreement/ contract.

“Apartment or property” is an accommodation managed by Space Cowboy Ltd on behalf of the owner(s)

“Booking” means an offer from you to us to hire one of 1st party’s apartments on the terms of this agreement/ contract following your provision of sufficient information to enable us to complete our telephone or website provisional booking process.

“Fee” is the rental for the apartment and inclusive services which is payable in advance.

“Furniture and Appliances” means such furniture and appliances usually found within the apartment and any other items, which we agree to provide.

“Inclusive Services” means housekeeping service once per week, linen and towel changes once per week, use of electricity, gas, water, sewerage, council tax, TV licence.

The term “Serviced Apartment” means the following: - A fully furnished and equipped apartment, accessed by corridors, stairwells and any common part of the building, inclusive of gas, electricity, water, drainage and sewerage, Council Tax, TV Licence, a once per week cleaning and linen service.



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Managing Agent: Space Cowboy Ltd T/A Space Apartments (the 1st Party)

Address:

First Floor, William Hunter House
20 Western Road
Brentwood
Essex
CM14 4SR

For and on behalf of the 1st Party

Authorised Signature: }

Date Signed: }

2nd party Name 1: }

2nd party Signature: }

Date Signed: }

2nd party Name 2: }

2nd party Signature: }

Date Signed: }

The 2nd party or party's hereby confirm compliance the terms herein and such will include, and not limited to, the guest of the 2nd party(s)