

General Information

1.1. The Serviced Apartment Group Limited (hereafter TSAG) is registered in England and Wales under Company Number 10996073. Our registered address is: 2 Suffolk Court, Suffolk Place, Cheltenham, GL50 2QG.

1.2. In these conditions, 'The Client' is the person who has made arrangements with the Agent as the principle contact or party leader and is named on the TSAG Booking Form and Confirmation. 'The Agent' is The Serviced Apartment Group Ltd.

1.3. TSAG Ltd act as Agent for the Owners (or their representative) of the property (also referred to as 'the Owners' or 'the Owner') offering serviced apartment accommodation. Serviced apartment accommodation booking arrangements are handled by TSAG, on behalf of the Owners, and the contractual relationship for accommodation is directly between the Owner and the Client.

The Reservation Process

2.1 Reservations can be made via our websites www.facultyapartments.co.uk or by telephone. A provisional reservation can be held for 24 hours, after which it will be cancelled automatically if we have not received payment (in part or full).

2.2 When you submit a booking via our online reservation system you will receive an automatically generated booking summary by email to the email address you provide in the booking form. This does not form a contract. A contract shall only arise when your booking is subsequently confirmed in writing via a letter of confirmation sent to you by email.

2.3 TSAG reserves the right to refuse either on its own account or on behalf of the owner if it is deemed that the accommodation might not be suitable for the intended stay.

2.4 A reservation is confirmed once we have received the following:-

A signed copy of the Terms & Conditions and a Booking Form. If the reservation has been made online then Terms & Conditions and the booking form have to be read and confirmed before the reservation request can be completed.

Received either a deposit payment or full payment (whichever is applicable).

Any payment made by the Client to TSAG in respect of a serviced apartment is deemed to confirm acceptance of these Terms and Conditions.

2.5 As soon as your confirmation is received please check the details carefully, if anything is incorrect please inform us immediately. However, we regret we cannot accept liability if we are not notified of any inaccuracy in the documentation. If there is an error in the confirmation, we reserve the right to correct it as soon as we become aware of it.

2.6 Reservations made more than 15 days prior to arrival require a deposit payment of 50% with the remainder of the balance due 14 days prior to arrival. Reservations made less than 14 days prior to arrival require full payment. If the final balance payment is not received by the due date a late fee of £35.00 will automatically be added to the final balance total. If after 7 days the balance is still outstanding the booking will be treated as a Cancellation by the Client. (see cancellation policy).

2.7 We accept the following methods of payment:-

Bank Transfer

Debit card payment

Visa, Mastercard or American Express

3. Security Deposits

3.1 Security Deposits are taken on all serviced apartments. Amounts vary from apartment to apartment, dependent on size and are advertised on each properties webpage and at the bottom of your invoice. The sum will be pre-authorised on your debit or credit card two days prior to your arrival. Access to the

property will be denied if we have not been able to successfully pre-authorise your credit or debit card. We do not accept cheques or cash.

3.2 A Security Deposit is required to cover costs resulting from the action or inaction of the Client or a member of their party such as (but not limited to): the property being left in an unreasonable state, loss or non-return of keys / key cards, excessive or long distance telephone call charges, neglect or damage to the property, damage or loss of contents and/or, any extra or excessive cleaning costs required. (Please see points 7 and 9).

3.3 The Security Deposit will be refunded within 2 days of your departure from the property less any costs incurred.

Please note: If we are awaiting a quote from the Owner for repair/replacement of items, an extension of this 2 day timescale may be necessary.

3.4. In the event of damages attributed to the Client or a member of their party during their stay TSAG shall notify this to the Client as quickly as reasonably possible together with any evidence provided by the Owner. The cost of any remedial action shall be deducted from the Security Deposit and the balance refunded to the Client.

3.5. In the event that the cost of rectification for losses or damage caused by the Client or a member of their party exceeds the Security Deposit held, TSAG shall notify the Client of any additional amount owing. The Client is advised that the property Owner reserves the right to pursue recovery of any additional cost over and above the Security Deposit and for this reason adequate personal liability insurance is strongly recommended (See Insurance Requirements below). Should additional costs be incurred we shall provide the Clients' contact details to the Owner to facilitate recovery directly.

3.6 In the event that TSAG is unable to contact the Client to advise of deductions from the Security Deposit, then TSAG will not be held accountable for any bank charges or other losses incurred by the Client resulting from those deductions from the Security Deposit. If TSAG is unable to contact the Client, refund of the balance of the Security Deposit cannot be guaranteed within 2 days.

4. Cancellations & Amendments to Bookings by Client

4.1 A booking can only be cancelled prior to the arrival date. Cancellation requests must be received by TSAG in writing (email).

Cancellation Charges:-

4.2 Any bookings made at the lower pre-paid reduced rate are non-refundable

4.3 Stays of 1 – 14 nights – if cancellation made 14 days or more in advance – no charge

4.4 Stays of 1- 14 nights – if cancellation made 13 days or less before arrival charge - 50% of the total rental or (for 1 night stays the full rental)

4.5 Stays of 15 nights and over – if cancellation made 30 days or more in advance – no charge

4.6 Stays of 15 nights and over – if cancellation made less than 30 days in advance – 50% of the total rental.

4.7 Requests to change confirmed booking dates must be made in writing to TSAG. We will make every effort to facilitate a booking amendment.

4.8 By agreeing these T&Cs the Client warrants that they will not sell or transfer the booking to another party.

4.9 Were an apartment charges extra for additional guests and / or accommodation or offers a rate structure that charges per person per night, refunds cannot be made after the final balance is paid should numbers in the party reduce in size.

5. Cancellations & Amendments to Booking by Owner

5.1 It is extremely unlikely that an Owner cancels a confirmed booking. If however, for reasons beyond the reasonable control of the Owner, the apartment is no longer available the Owner reserves the right to cancel a booking. In this event, TSAG or the Owner will inform the Client as soon as possible. TSAG may not have suitable alternative accommodation to offer, if this is the case and the cancellation does not arise from reasons of Force Majeure (see below) all monies paid by the Client will be refunded.

5.2 If a suitable alternative can be found the Client will be required to pay any difference in rental rates if the alternate property is of a higher price. If the rate of the alternative property is lower, then TSAG will refund the difference.

6. Your Stay

6.1 You will be sent by email, a link to download Hello Here an app with a guide to the apartment, this includes directions, together with any other instructions regarding your arrival at the property. PLEASE remember to download this app on your phone or tablet before you travel. In the event you do not make the necessary arrangements TSAG or the Owners are not responsible if you are unable to gain entry to the property on the day of arrival. If you fail to arrive at the property, for whatever reason and are unable to make contact with the Housekeeping team or TSAG and arrival has to be postponed to the following day, no refunds / partial refunds will be applicable.

6.2 Arrival and Departure times vary for each property. Your confirmation will show the arrival and departure time agreed. This is normally 4pm on the day of arrival and 10am on the day of departure (except on Sunday when many properties offer a 4pm checkout – again, please check your confirmation). Under very special circumstances an early arrival may be possible, however, we are unable to guarantee early arrivals until 2 days prior to arrival.

7. Use of Apartment & Your Responsibilities

7.1 Party Size - There are limits on the maximum number of guests that can be at an apartment and the number of guests at the partment must not exceed those limits except with prior written agreement from TSAG or the Owner. Admittance to the apartment may be refused or the Client may be asked to vacate the apartment immediately if this condition is not observed.

7.2 Clients may not invite additional guests to the property without first seeking authority from TSAG and the Owner. Many properties have external CCTV cameras, if footage shows that more guests have entered the property than the maximum number allowed a charge maybe deducted from the Security Deposit.

7.3 Party members are those detailed on the Booking Form completed by the Client. If the Client alters the party without prior request and/or if additional Clients are given unauthorized access to the property, then any additional costs incurred will be deducted from the Security Deposit. The Owner or TSAG reserves the right to refuse admission to the property or to ask the Client to vacate the property with immediate effect if the Client fails to adhere to this condition.

7.4 Occasionally we may offer a Client a reduced rate for a smaller party and this is dependent on a limited number of bedrooms and bathrooms being made available for the duration of the stay. Should a Client paying a reduced rate use extra bedrooms then the Client agrees that the full cost of the accommodation may become due and this additional cost will be deducted from the Security Deposit. If the additional cost is greater than the Security Deposit, the Client authorizes TSAG to debit any card details held for the Client with the appropriate charge.

7.5 Properties are to be used as serviced accommodation for you, or your organisation. They are not for use as the principal, additional home or residence of 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. If you or any member of your party fails to vacate at the end of the period you will be charged the appropriate accommodation charges for the continued period of occupation and this will be deducted from the Security Deposit. No persons other than the guests have the right to use the property. 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).

7.6 Stag & Hen Parties

Not all apartments accept stag and hen parties. Apartments that do accept either hens or stag and hen parties will be clearly indicated on our website. The Owner or TSAG reserves the right to refuse admission to the apartment or to ask the Client to vacate the property with immediate effect if the Client fails to adhere to this condition.

7.7 Pets

Pets are permitted in selected apartments and this is clearly stated on our website. Any specific terms for pets included on the Booking Form must be adhered to. Where pets are permitted, they are to be kept under control at all times. The Client is responsible for any damage caused by pets whether inside or outside the property. If extra cleaning is required as a result of a Client having pets in the property, this may be deducted from the Security Deposit. The Owner or TSAG reserves the right to refuse admission to the property or to ask the Client to vacate the property with immediate effect if the Client is found to have brought a pet to a property that specifically prohibits pets.

7.8 Pets are not permitted into bedrooms or on the furniture at any time. Neither TSAG nor the Owners can accept responsibility for pet safety. Clients are not to leave pets unsupervised at the property at any time.

7.9 Clients shall dispose of pet faeces in a clean and sanitary manner.

7.10 Where the description of an apartment states 'Sorry no pets' or otherwise restricts pets at the apartment, TSAG or the Owners cannot guarantee that pets have not been kept previously at the property.

8. Smoking

All apartments are non-smoking. Clients who fail to adhere to this condition may have some or all of their Security Deposit retained.

9. Equipment and Facilities within the Apartment

9.1 It is not acceptable to move furniture within the apartment. If items of furniture, such as beds, tables, sofas are found to have been moved and not put back in their rightful place a charge may be made against the security deposit.

9.2 The Client is legally obliged to take all reasonable and proper care of the apartment including buildings, gardens, fixtures, fittings, furniture, pictures and other effects in or around the property and shall leave them in the same state of repair and condition at the end of the rental period as found at the beginning.

9.3 In the event of any damage to property or equipment during the stay, the Client is required to notify the Housekeeping team; if this is not possible then the Client shall contact TSAG.

9.4 The Client shall leave the apartment in a clean and tidy condition: this includes cleaning all cutlery and crockery and placing all rubbish in appropriate waste or recycling bins. Many councils will refuse

to empty bins if recycled materials have not been placed in the correct bins, if housekeeping are forced to separate recycling then a charge will be made of £50.00 from the Security Deposit. It is not acceptable to leave crockery and cutlery unwashed in sinks or dishwashers, an additional charge will be deducted from the security deposit.

9.5 Damage to Linen and Towels will be deducted from the Security Deposit, this includes stains caused by Fake Tan, Make-Up, Blood or any other substance that cannot be removed by regular washing.

9.6 Clients will not decorate walls or woodwork with banners, balloons or pictures, any marks caused by drawing pins, sellotape or blu tac or any other product such as Fake Tan that require retouching by re-painting or partial re-painting will be deducted from the Security Deposit.

9.7 Failure of the Client to exercise reasonable care may result in deductions being made from the Security Deposit.

9.8 If on departure, the Housekeeping team is dissatisfied with the condition of the property they may refuse to take a booking from the Client again. If a Client is excluded from any TSAG apartments for any reason, TSAG reserves the right to prevent the Client from booking any other property listed on their website.

10. Guest Conduct

10.1 Noise: In the event the Housekeeping team receives a complaint with regard to noise from a neighbouring apartment or building or from The Police, this may result in a charge being made against the Security Deposit.

10.2 As stated in point 7.3 the party size may not exceed the total number of guests that the apartment is advertised to sleep.

11. Third Party Contractors

11.1 TSAG include a number of suppliers on their website and can accept no liability for any goods or services provided by these suppliers. The Client should check that they agree to the suppliers' own terms and conditions before trading with them.

11.2 For any reason an apartment becomes unavailable for your stay, TSAG or the Owner are not liable to refund costs paid out by the client to third party suppliers.

12. Problems or Complaints

12.1. The Client must report any pre-existing damage noticed upon arrival within 12 hours.

12.2. If any issues arise during the stay the Client must contact the Housekeeping Team or TSAG as soon as reasonably practicable for the issue to be investigated and, if required, to take any remedial action. If an issue is not reported and the Housekeeping Team is denied an opportunity to investigate or rectify a problem during the holiday, then the Client will have waived all rights in the matter.

12.3. If the Client feels that their complaint has not been resolved satisfactorily on completion of the stay, TSAG requests that the verbal complaint is followed-up by writing to the Housekeeping team within seven days of departure from the apartment.

12.4. It is the responsibility of the Owner and the Client to resolve any disputes arising between them, including those relating to retention of the Security Deposit in whole or part. As the Agent, TSAG is not and cannot become responsible or involved in this process since the contractual relationship is between the Client and the Property Owner.

13 Facilities & Services

13.1 Interruption to services: We will make every effort to ensure that guests enjoy a peaceful stay, however we cannot guarantee or be held responsible for any failure or interruption of, services to any apartment, including electricity, water or any damage to telephone, sky or terrestrial TV, broadband, internet and other communications, including disruption or noise caused as a result of repair works being carried out in the immediate vicinity. Where we are made aware of such failure or interruption we will endeavour to rectify such services within a reasonable period of time.

13.2 While we will make every effort to ensure the service is available at all times, we are unable to guarantee any internet or broadband connection, also where a fault is deemed to be associated with the users' hardware or software no support will be available. We are not responsible for loss or damage to guests' computers or software at any apartment or while connected to a network service. Guests must not use the broadband connection at the property for illegal or immoral purposes and we reserve the right to pass on any records to the authorities if required.

14. Insurance

14.1 We strongly recommend that Clients should obtain insurance that at least includes cancellation cover for the value of their booking. Ideally the insurance policy will cover other eventualities such as travel and road conditions as neither TSAG nor the Owner shall be liable for circumstances that may prevent you accessing the property (See Force Majeure, below). Clients are legally responsible for any damage caused during their stay at the apartment therefore we also strongly recommend that any insurance covers losses due to personal liability claims.

14.2 We are not responsible for the theft and/or damage of your personal belongings during your stay in any apartment booked. Therefore you are advised to ensure you have appropriate insurances in place.

15. Pricing

15.1 The rates we advertise are to the best of our knowledge correct at the date of publication but we reserve the right to change any rates from time to time. Prior to the booking being confirmed rates quoted are based on the rates prevailing at the time but are subject to change. Once a booking has been confirmed we will not change the rate quoted unless you amend the booking.

15.2 All prices quoted at the point of enquiry are valid until midnight of the day on which they were given. Prices quoted for a provisional booking are valid for 24 hours from when the provisional reservation is made.

15.3. After the reservation period, where TSAG has not received a deposit, prices quoted may be subject to change.

15.4. Notwithstanding the above, TSAG reserves the right to amend prices quoted as a result of errors or omissions. Any changes resulting from an error or omission shall be notified to the Client as soon as possible and the Client shall be able to cancel the booking if the amended price is significantly higher than the original price quoted.

16. Liability

16.1 TSAG shall not be liable for any act, neglect or default on the part of the Owners or any other person not within the employ of TSAG or otherwise under their control, nor for any accident, damage, loss, injury, expense or inconvenience, whether to person or property, which the Client or any other person may suffer or incur arising out of, or in any way connected with the rental accommodation unless TSAG is responsible. In addition, TSAG accept no liability for loss of or damage to a Client's possessions on the Owner's property or land.

16.2 Nothing in these conditions excludes or limits the liability of TSAG: for death or personal injury caused by TSAG negligence; or for any matter which it would be illegal for TSAG to exclude or attempt to exclude their liability.

16.3 Whilst we do not exclude or limit our liability for loss or damage sustained by Clients as a result of negligence by our employees or agents, this cannot extend to actions/omissions by the property Owner over whom we have no direct control.

16.4 TSAG (for itself, its employees and agents) and the Owner shall not, except if caused by our negligence or breach of these Booking Conditions, be under any liability to the Client or third parties for any accident, damage, loss, injury, expense or inconvenience, which may be suffered, incurred or arise out of or in any way connected with the rental. No term of the Contract is enforceable under the Contracts (Rights of Third Parties) Act 1999 by a person who is not party to the Contract.

17. Privacy Policy

17.1 Any personal information supplied to TSAG is used, held or stored in accordance with the Data Protection Act 1998.

17.2 TSAG shall only make information about you available to those involved in supplying your accommodation; this includes the property Owner to whom we will provide the Client name, additional guest names and addresses and Client contact details. TSAG never provides Client information to anyone else without first obtaining consent, unless we are obliged by law to disclose it.

17.3 Personal information provided by the Client in registering for a service will be used by TSAG in the provision of that service or to inform you about any other of our services that may be of interest. In any email communication that is not essential to the provision of the requested service TSAG will always provide the option to unsubscribe.

17.4 In agreeing these T&Cs the Client warrants that the property details, including the property name, address and Owner details will not be reproduced or passed onto a third party without permission from TSAG.

17.5. The Client agrees to not, under any circumstances, exploit for commercial purposes any photographic or moving images of the property.

18. Force Majeure

TSAG cannot accept any liability or pay any compensation where the performance or prompt performance of our contractual obligations is prevented or affected by circumstances amounting to force majeure. Force majeure is any event which TSAG or the Owner could not, even with all due care and attention, avoid. Such events may include war or threat of war, civil strife, natural or nuclear disaster, industrial dispute, terrorist activity, fire, adverse weather conditions, unforeseen local building or road-works, unavoidable technical problems with transport, closure or congestion of airports or ports, cancellations or changes of schedule by scheduled airlines and all similar circumstances beyond our control.

19. Our Website

Reasonable care has been taken to ensure that the content of our website (and/or other means of promotion or advertising) is correct but it is subject to amendment at any time without notice. All content on our website (and/or other means of promotion or advertising) is published in good faith. Our website may link to other websites and we are not responsible for the data policies, content or security of these linked websites.

20. Breach of Contract

If any of the above conditions are breached by the Client or any member of their party, the Owner or TSAG reserves the right to enter the property and request that the party leave the property with immediate effect.

21. Law of Contract

This agreement is governed by English law with English Courts having exclusive jurisdiction.