

## Terms of Business

These conditions govern all bookings made with:

**Executive Serviced Apartments Limited** ("ESA" "us" "we")

registered in England under company number 5106196 with registered office at 1 Northbrook Court, Park Street, Newbury, Berkshire, RG14 1EA.

and

**The client** ("You" "the Booker")

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, by e-mail, through the website or by any other means.

In addition by visiting or using our website, you agree to comply with the Site Terms and these Booking Conditions.

### 1) Booking

Any booking made by you shall be deemed to be an offer by you to purchase the relevant apartment arrangements subject to these conditions. No amendments to these conditions will be accepted unless agreed by email by a member of ESA's Client Relationship team. A contract between you and ESA shall only come into existence:

- once you receive a booking confirmation by email of your booking with the relevant booking details and the apartment you have requested is available. This applies whether you are booking by telephone or email or via our website. It is your responsibility to check your emails regularly and to advise us of any change to your email address; or
- once our Client Relationship team have confirmed acceptance of your payment details, if you are booking for the first time or do not have an account with ESA

For clients who do not have an account with ESA, the contract shall only come into existence once both of the steps above have been completed.

In respect of all bookings relating to apartments not operated by ESA, we act as an introductory agent on behalf of our preferred suppliers. Your contract for such bookings will be with the actual preferred supplier. All such bookings will also be subject to the relevant preferred supplier's conditions in addition to these conditions. The Booker will be notified at the time of booking if the apartment being offered is operated by a preferred supplier and also if further preferred supplier's conditions will also apply. A copy of our preferred supplier's terms and conditions are available upon request.

We reserve the right to refuse, at our sole discretion, any booking you make with us. It is the responsibility of the Booker to notify ESA at the time of booking of the names of all of the relevant guests and whether they are adults or minors. Bookings for accommodation will require the full names and contact details of each adult guest staying at the apartment. For maximum occupancy in an apartment see Clause 8 on "Accommodation and Occupancy" below.

At ESA operated apartments, non-corporate bookings will not be accepted from any paying guests under the age of 25. Proof of identification and date of birth may be requested at check-in. Should proof of identification and date of birth not be presented upon request, ESA reserves the right to cancel the booking.

Please check your details carefully before you book as incorrect or incomplete details may result in the booking being cancelled. Passport, visa and health requirements for you and your party are your responsibility. You are advised to ensure that you put in place appropriate travel insurance policies to cover cancellation, medical cover and cover for loss or damage to personal property during your stay.

Bookings are confirmed only when ESA has accepted the booking by sending you a Booking Confirmation form by email and has taken payment in full, unless otherwise agreed in writing (see Clause 4 on "Payment")

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below). For any booking to be confirmed by ESA, a payment date and method must be agreed in advance. Should payment not reach ESA within the required time ESA reserves the right to suspend or cancel any bookings made and any deposit paid may be forfeit. Any late payments will result in interest being charged on the sum due at a rate that is 8% above Bank of England base rate for the period concerned.

Where ESA is unable to confirm the initial requested accommodation, ESA will endeavour to provide a similar alternative and an email or other notification will be sent to inform you of the details. ESA will endeavour to hold the reservation for 48 hours in order for you to signify acceptance by making payment in full.

As soon as your confirmation and invoice are received, please check the details carefully. If anything is not correct you should notify ESA immediately. ESA cannot accept any liability if we are not notified of any inaccuracy in any documentation within 48 hours of it being sent out. If there is an obvious error in the booking confirmation or invoice, ESA reserves the right to correct it as soon as we become aware of it and will do so within 7 days of issue of the booking confirmation or invoice or, if your arrival date is within 7 days of booking, no later than 24 hours before your arrival date. If any of these changes are material and are not acceptable, then you will be entitled to a full refund.

### 2) Rates

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. Rates can go up or down. Rates quoted are based on the rates prevailing at the time a booking is confirmed. Rates will be quoted in pounds sterling exclusive of VAT. Once a booking has been confirmed, ESA will not change the rate quoted unless you amend the booking. VAT is charged at the rate in force at the time of booking.

As an agent for its preferred suppliers, ESA will pass on any rate increase in accordance with the conditions of the contract with your supplier as soon as we are made aware of the increase by your supplier.

### 3) Security Deposit

A Security deposit to cover any additional charges, including breakages, damages and additional cleaning incurred during your stay, may be taken at the time of booking or on arrival at the apartment. ESA reserves the right to deduct from the Security deposit, without further notice, all amounts chargeable under these Booking Conditions, including, further accommodation charges. ESA reserves the right to vary additional charges without notice.

### 4) Payment

#### Payment Methods

Payment can be made through any of the following methods:

- Bookings can be made by debit/credit cards (Visa, Mastercard, Debit Card, American Express) and credit cards will incur a transaction fee of 3% + VAT of the total payable.
- Company Cheque: Pounds Sterling payable to 'Executive Serviced Apartments Limited'.
- Bank Transfer: Pounds Sterling (bank details are shown on the invoice and are also available on request).

Clients making payments by credit card, cheque or bank transfer must ensure that they allow sufficient time for the payment to clear into the ESA account. Access will not be given to your accommodation until cleared funds have been received.

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By agreeing to these conditions, you authorise us to pass your debit/credit card details to a third party to process any payments.

### Timing of Payments

The timing of when ESA require payment will depend upon:

- Type of client
- Whether the client has an account with ESA
- How far in advance of the arrival date that the booking is placed

The timing of when ESA require payment is summarised on the table below:

#### Summary of Payment Timescales

Client Type	Account Status	Number of days before arrival date that booking is made	Required for Booking to be confirmed	Required for Check-in to take place
Private	No account	All	Debit/Credit Card Payment received	Booking must be confirmed
Corporate	No account	less than 14 days	Debit/Credit Card Payment received	Booking must be confirmed
Corporate	No account	More than 14 days	Debit/Credit Card Details received	Payment must be received
Corporate	Account	All	Account within agreed credit limit and payment terms	Booking must be confirmed

#### Bookings from Private Clients

If you are booking as a private individual, ESA require immediate payment by debit/credit card in order for your booking to be confirmed. This is regardless of how far in advance you are making the booking.

#### Bookings from Corporate Clients with no account with ESA

If you are making a booking for a business travel stay on behalf of a company, which does not have a credit account set up with ESA, and you are booking less than 14 days in advance of the guest's arrival date, ESA require immediate payment by debit/credit card in order for your booking to be confirmed.

If you are making a booking for a business travel stay on behalf of a company, which does not have a credit account set up with ESA, and you are booking more than 14 days in advance of the guests arrival date, ESA require debit/credit card details, which will be held on file, in order to for your booking to be confirmed. ESA will then take payment using the credit card details supplied 72 hours in advance of the arrival of the guest, if the client has not already made payment by electronic bank transfer. Payment must be received in advance of arrival, in order for ESA to allow the guest to check in to their apartment.

#### Bookings from Corporate Clients with an account with ESA

If you are making a booking for a business travel stay on behalf of a company, which does have a credit account set up with ESA, then there will be specific terms governing the payment of invoices which will have been agreed during the opening of the account. Each corporate account with ESA will have an agreed credit limit applied to it. If the balance on the company account exceeds the agreed limit, then a payment will need to be made in order for further bookings to be confirmed, regardless of whether the invoices on the account are due or not.

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In order to apply for a corporate account with ESA, a minimum of 100 nights per year will need to be booked. If the client can confirm that this threshold will be achieved then ESA will require an "account application form" to be completed and returned to ESA. Upon receipt ESA will review the account application form, conduct appropriate credit checks and determine whether a corporate account can be made available to the client. Upon opening the account, payment terms and credit limit applicable will be agreed. Until the account is opened, payments will need to be made in accordance with the section above.

### 5) Changes to bookings

Once a booking has been confirmed by ESA, should you wish to change your booking, all requests for changes must be made in writing by email and we will do our best to help. Where changes can be made an administration fee of £25 plus VAT per booking will be payable to ESA once any change has been made together with any other resulting costs (for example any increase in price).

All changes of date are subject to availability. Should any requested changes not be possible, the original booking will be re-instated. Name changes or child age changes will not incur any charges or administration fee.

### 6) Cancellation Policy

Once a booking has been confirmed by ESA, should you wish to cancel your booking, any request for cancellation must be made by contacting ESA's Bookings team during office hours and confirmed by email within 48 hours of the verbal request.

ESA's cancellation policy is set out below, however, where ESA acts as an agent for a preferred supplier the cancellation policy determined by that supplier may differ from ESA's own policy. Where this is the case, the cancellation policy will be notified to you at the time of the booking. We will email the cancellation policy to the Booker when we respond to their enquiry and repeat it when we confirm the booking.

Requests for cancellations must be made directly to ESA's Bookings. Any cancellation or change notified directly to the Preferred Supplier will not be effective. Bookings not changed or cancelled through ESA will be subject to a 100% charge.

All cancellations must be confirmed by email. Cancellation charges will be applied in relation to the notice period between notification of cancellation and the date of stay at each apartment within a booking.

Transaction fees are non-refundable.

#### Stays of less than 7 nights

ESA must receive notification of cancellation for bookings from 1 to 6 nights, at least 4 days prior to midday on the day of arrival. Cancellations received less than 4 days prior to arrival will be subject to 100% cancellation charge.

#### Stays of 7–28 nights

ESA must receive notification of cancellation for bookings from 7 – 28 nights at least 7 days prior to midday on the day of arrival. Where notification of cancellation is received less than 7 prior to the arrival date ESA will apply a minimum cancellation charge of 7 nights accommodation.

#### Stays of 29+ nights

ESA must receive notification of cancellation for bookings of 29 nights plus, at least 21 days prior to midday on the day of arrival. Where notification of cancellation is received less than 21 days prior to the arrival date ESA will apply a minimum cancellation charge of 7 nights accommodation.

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### Summary of Late Cancellation Charges

Duration of booking	Minimum Cancellation Notice Period Required	Cancellation Charge for Late Cancellation
1 to 6 nights	4 days	Full booking cost
7 to 28 nights	7 days	7 nights accommodation
29 nights or more	21 days	7 nights accommodation

Non-arrivals will be treated as a cancellation and will be subject to a 100% cancellation charge.

If you wish to cancel or change an extended booking (see clause 13 on “Extensions” below), you will be liable to pay the total charges for the extended period in accordance with the scale above. These charges apply to notification advised prior to arrival and/or during your stay.

ESA reserves the right to treat an early departure or reduction in the number of nights or apartments booked which results in a reduction in the overall charges payable as a cancellation.

ESA does not expect to have to make any changes to your booking. However occasionally bookings have to be changed or cancelled or errors in information or other details corrected. ESA reserves the right to do so. If this does happen, ESA will contact you by telephone or email where reasonably possible to explain what has happened and inform you of the cancellation or change.

If a change has to be made (and the change is not acceptable to you) or your booking has to be cancelled ESA will, if possible and as soon as is reasonably practical, offer you an alternative apartment (from the range advertised by ESA) of similar type and standard in a similar location for the same period. As the alternative property is likely to be operated by a different preferred supplier to that of the original apartment booked, the advertised cost of the alternative apartment will be payable. If the alternative apartment is advertised at a lower price, you will receive a refund (if you have already paid the total accommodation charges) of the price difference. If you do not wish to accept a change or any alternative apartment offered or ESA cannot offer you a suitable alternative apartment, you will be entitled to cancel your booking and receive a full refund of all monies paid to ESA unless this is the result of an event beyond our control (see Clause 15 on “Liability” below). You should tell ESA within 1 working day whether you wish to accept any change or alternative apartment offered, or alternatively if you want a refund.

### Group Bookings

ESA defines a group as being three apartments or more being booked in the same location for similar dates. For group bookings, the minimum cancellation charges that will apply per group booking regardless of length of stay, are the same as for stays of 29+ nights as detailed above.

## 7) Arrivals

Apartments are available for occupation from 4pm on the day of arrival. Any additional hours of occupation outside the available times in each period of 24 hours will be charged as one extra day unless otherwise agreed. Early check in cannot be guaranteed unless the booking is made from the night before arrival/for the night after departure.

### Check-in

Most apartments operate unmanned receptions, therefore ESA will expect to meet the guest upon arrival at the apartment, in order to give the guest access and conduct a detailed familiarisation tour of the apartment, including instructions on how to operate appliances.

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In order to ensure that a member of the ESA team is present at the apartment upon guest arrival, **it is essential that the guest makes a phone call to the ESA Emergency Telephone Number (stated on the Booking Confirmation form) at least one hour prior to check-in, in order to confirm their arrival time.** If the arrival call is not made by the guest, a member of the ESA team will not be available to greet you and give you access to the apartment. The arrival phone call must be made by the guest, regardless of whether an arrival time may have already been confirmed in advance.

In some cases, an accompanied check-in may not be possible. If this is the case, key collection details will be provided to the Booker prior to the check-in date. Access codes and other relevant details will only be provided after a booking is confirmed. It is then the Booker's responsibility to ensure that the guests have all the keys, access codes and other relevant information, provided to them by ESA, to allow guests to access the apartments.

### Apartment Familiarisation Tour

Upon accompanied check-in, the guest can expect the ESA team member who has greeted them to conduct a detailed familiarisation tour of the apartment. This could take around 30 minutes, but should give the guest all information relevant to living in the apartment.

### Guest Terms and Conditions form

Upon check-in, the guest will be required to complete a Guest Terms and Conditions form, which provides ESA with all relevant contact details as well as confirmation by the guest that they agree to be bound by ESA's policies, which are specific to how we would expect them to treat the apartment. This includes the following policies:

- **Damages Policy:** A copy of the property inventory can be found in the back of the Property Information Pack which has been shown to you and is in the property. It is the responsibility of the guest, to check the inventory schedule and to advise ESA of any discrepancies within 48 hours of check-in. If upon check-out any of the items stated on the inventory are found to be damaged or missing, ESA reserve the right to charge the guest, for the replacement of those items. (see Clause 16 on "Damages")
- **Smoking Policy:** Smoking is strictly forbidden in all ESA properties. If the guest wishes to smoke, they are requested to use the allocated smoking areas, or move well away from the building. It is the guest's responsibility to ensure that no one smokes in the property. A charge will be incurred by the guest, should there be costs for additional cleaning or any damage caused as a result of smoking or smoke damage in the property. (see Clause 12 on "Additional Charges")
- **Security Policy:** One set of keys will be allocated to each adult guest staying in the property. It is the responsibility of the guest, to keep the keys secure and ensure the property is kept locked at all times. If at the end of their stay the guest does not return all of the keys that have been allocated, we will organise for the the locks at the property to be changed. A charge of £150 + VAT will be charged to the guest. If keys are lost at any time during their stay, the guest must notify ESA immediately, and we will organise for the the locks at the property to be changed. A charge of £150 + VAT will be charged to the guest. If the property is not kept secure the guest will be held responsible for any loss or damage to the property or ESA owned possessions. Guest's belongings are not covered by ESA insurance. Should the guest require assistance between the hours of 10pm and 8am due to lost keys, mislaid keys or being locked out of their apartment, ESA reserve the right to charge an additional out of hours call-out fee of £50 + VAT . (see Clause 12 on "Additional Charges")
- **Housekeeping Policy:** Our housekeeping team will empty the waste bins on the service day. For health and safety reasons, guests are required to remove personal and food waste from the property on a regular basis. Waste must not be stored anywhere in the apartments other than in the bins provided. Guests must ensure that the floors and surfaces are kept clear to enable our housekeeping team to clean thoroughly. A dishwasher is provided in most properties. Our housekeeping service does not include tending to guest's washing-up, though our housekeepers may wash a few items at their discretion on the service day. No animals are permitted in the property. (see Clause 9 on "Restrictions")

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- **Check-Out Policy:** Our standard check-out time is 11am. Should the guest, wish to check out at a later time, they must contact ESA a minimum of 48 hours prior to departure to enquire whether this is possible, this may incur an additional charge. ESA reserves the right to charge an additional night for any late check out where agreement has not been granted by ESA at least 48 hours prior to departure following notification from the guest. (see Clause 14 on “Departures”)

Upon check-in, the guest will be required to sign the Guest Terms and Conditions form to confirm that they agree to adhere to the above policies

### 8) Accommodation & Occupancy

All apartments are occupied as serviced apartments and on the basis that no rights of tenancy are created, If this contract is with an individual person (as opposed to a company) then by entering into this agreement the person is declaring that the apartment booked is not his/her principal place of residence.

ESA primarily offers accommodation under its direct control, however, in some cases acts as an agent on behalf of its preferred suppliers in relation to the accommodation owned or controlled by those preferred suppliers. Reasonable care has been taken that the content of the ESA 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 the ESA website (and/or other means of promotion or advertising) is published in good faith but you acknowledge that ESA cannot check the accuracy of all information provided by its preferred suppliers. ESA reserves the right to notify you of any changes to the published content as they are made aware of it. Given the above factors, ESA does not warrant that any of the content on the ESA website (and/or other means of promotion or advertising) accurately or completely describes any of the apartments. ESA's website may link to other websites and ESA is not responsible for the data policies, content or security of these linked websites.

You should note the following points about ESA operated and preferred supplier apartments:

- Apartments are individual and vary in style, size and layout. Although ESA take care to provide furnishings of a consistent style and standard, furnishings within preferred supplier apartments may not be uniformly standard. Although accommodation and location are confirmed in advance, the exact apartment may not be guaranteed earlier than 48 hours prior to arrival.
- The ESA website (and/or other means of promotion or advertising) may contain a plan of the layout of the apartment. The plan will only be a general representation of the accommodation. Actual unit size, design, fixtures, furnishings and facilities may vary from those shown on the plan.
- The number of people permitted to occupy each apartment is limited to the number of beds, and the number of guests that ESA expect to occupy the apartment will be confirmed on the booking confirmation form. In some apartments extra beds can be provided and this will be at a charge to be agreed at the time of booking. If the number of people permitted to occupy an apartment is exceeded, ESA or the preferred supplier may refuse access to the accommodation and reserves the right to charge for additional apartments.
- You and your party must comply with any rules and regulations set by ESA (if the apartment is ESA operated) and/or the preferred supplier in relation to their apartments. In any event we recommend that you take time to familiarise yourself with the safety procedures in the apartments, the building and local area, paying particular attention to fire evacuation details and security.
- You and the other members of your party are responsible for payment of any charges made for use of facilities, such as but not limited to telephone calls, broadband, additional laundry services, parking and for any other fees levied by ESA and/or the preferred supplier (under these or the preferred supplier's conditions) for the use of amenities (see Clause 12 on “Additional Charges” below).

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- Where internet or broadband connectivity is available, you agree to use such services in a responsible manner and not for any illegal purpose.
- ESA shall use reasonable endeavours to retain any items left in apartments for up to 28 days after the guest's departure date and to notify the guest that we are holding those items. Please email [guest-services@esa-ltd.co.uk](mailto:guest-services@esa-ltd.co.uk) for enquiries relating to any lost items.

### 9) Restrictions

In relation to ESA operated apartments the following restrictions apply as standard. There may be other restrictions at preferred supplier apartments. Full details are available on request:

- Smoking: ESA operates a non smoking policy in its own operated apartments. Smoking is also not allowed in preferred supplier apartments and should you wish to smoke during your stay you should ensure at the time of booking that you are permitted to do so in your chosen apartment location. Smoking in the internal communal areas of any apartment building is against the law and therefore is also not permitted.
- ESA operates a strict security policy to ensure the health and safety of all our guests and staff. Non residents will not be allowed access to the apartments after 11pm and we operate a strict no party policy.
- Pets: Pets are not allowed in the apartments.

Any guests who do not comply with these policies and restrictions and who use the accommodation for any illegal or unauthorised purpose may be asked to find alternative accommodation and ESA reserves the right to cancel their booking with immediate effect and without refund.

### 10) Nuisance

Guests are expected to behave in a reasonable manner and to allow fellow guests to enjoy peacefully the surrounding environment. ESA reserves the right to cancel any booking with immediate effect and without refund if a guest's behaviour is causing any sort of nuisance or disruption to fellow guests or other occupiers of the building, or the guest uses threatening or abusive behaviour towards our staff on the phone, in writing or in person.

### 11) Services

Although ESA will make every effort to ensure that guests enjoy a peaceful stay, ESA cannot guarantee, or be held responsible for any failure or interruption of, services to the apartment or the building, including electricity, air conditioning, water or any damage, telephone, broadband, internet and other communications, disruption or noise caused as a result of repair works being carried out in another part of the property. However, upon notification by a guest or Booker, ESA will use its best endeavours to maintain and rectify (within a reasonable period of time) all services and issues (within reason) to ESA operated apartments, and will use reasonable endeavours to ensure any preferred supplier is made aware of, and rectifies, such problems within a reasonable period.

ESA operate a Maintenance Charter, which sets out guidelines for the timescales within which the guest should expect ESA to respond to and resolve, any given type of issue. Details of this can be found within the Property Information Pack that the guest will be shown upon arrival. ESA aim to operate within the timescales set out within the charter, however ESA cannot guarantee, or be held responsible for any failure to meet the guidelines set.

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### 12) Additional Charges

Valid credit/debit card details must be supplied at the time of booking or upon arrival at the apartment to cover the additional charges detailed above. Additional charges may be payable direct to the Apartment provider in some instances.

Additional charges will be deducted from any Security deposit held or from the debit/credit card supplied in settlement of any outstanding sums and after an inspection of the vacated apartment. ESA will provide the Booker and guest with a detailed breakdown of the additional charges where applicable. If additional charges are taken from the Security deposit the remainder will be refunded at the end of the guest's stay to the person who paid the Security deposit.

In relation to any additional charge payable, in the event that payment under a debit/credit card is declined for any reason, or no card details are provided, ESA reserves the right to charge the Booker or guest direct and this invoice is payable within 7 days of issue. The Booker hereby agrees to be responsible for any additional charges, which remain unpaid more than 14 days after the guest has vacated.

At ESA operated apartments, additional charges include:

- **Telephone Calls:** Telephone calls are charged separately. It is the guest's responsibility to pay all telephone call charges incurred during their stay in an apartment. In some apartments, telephone call charges are provided by a third party supplier. Where this arrangement exists, it is the guest's responsibility to set up a charge account with the service provider direct (details available upon check-in and also in the apartment).
- **Broadband:** Broadband is available in all apartment locations and where applicable may be charged for separately. Guests are strictly prohibited from the use of the broadband and the internet service for the accessing of any pornographic or other illegal sites and material. Where broadband is offered, ESA will make every effort to ensure that the service is available at all times, but ESA cannot guarantee any internet or broadband connection availability. If there is a fault which is deemed by ESA to be associated with the user's hardware or software, ESA will endeavour to offer support, although this will be chargeable. Use of the internet is entirely at the guests own risk and is provided on the understanding that under no circumstances will ESA be held responsible for any actions that may arise from the use of a guest's internet connection. ESA reserves the right to pass on any records to the authorities if required to do so. ESA accepts no responsibility for any virus that may be received following a guest's use of the internet; we recommend that your equipment utilises sufficient software protection.
- **Housekeeping:** ESA expects the apartments to be left in a reasonable state of cleanliness throughout the stay and upon departure. If, at ESA's discretion, additional cleaning is required following departure, the cost of this cleaning will be charged as an additional charge. When the duration of the booking is in excess of 28 days, a discretionary final cleaning charge of up to £100 plus VAT may be charged. In addition, if an apartment is deemed unfit for occupation, the Booker and / or guest will be obliged to pay compensation to ESA for loss of revenues in addition to the actual costs of cleaning and repair.
- **Smoking:** ESA reserves the right to charge £200 plus VAT (in addition to the general cleaning charges) for specialist cleaning to an apartment and/or its contents where smoking has taken place either within an apartment or the internal communal areas.
- **Keys:** ESA will issue the guest with sets of keys (as relevant) and extra keys are available on request. If the issued keys are not returned on departure a charge of up to £150 plus VAT will be made to the booker. If between the hours of 10pm and 8am a guest locks themselves out of the property and/or the apartment and requires assistance to re-enter the property and/or the apartment, ESA reserves the right to charge £50 plus VAT call out charge in addition to the charge for lost keys.
- **Call Outs:** If the emergency call out number is used to call out the apartment manager between the hours of 10pm and 8am for any purpose other than an emergency, or if ESA are required to visit the

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apartment at any time to attend a misreported fault, ESA reserves the right to charge the Booker and / or guest a call out fee of £50 plus VAT.

- **Storage of Luggage:** Where facilities are available and at its discretion ESA can store guest's luggage at an additional charge.
- **Other Chargeable Services:** Details of additional chargeable services at ESA operated and preferred supplier apartments are available upon request or on our website; e.g. additional cleaning, additional laundry services, parking, hire of additional furnishings or appliances.

### 13) Extensions

- If you wish to extend a stay, ESA requires notice in writing by e-mail. Please give as much notice as possible in order to facilitate your request. All extensions are subject to availability and rate change. Although ESA endeavour to gain details from the Booker or guest of the confirmed departure date, prior to booking the apartment to another guest, failure to give ESA sufficient notice in writing by e-mail of an intention to extend a stay could result in your apartment being booked to another guest. The amount of notice required prior to the guests departure date, to guarantee that the apartment will not be booked to another guest, will be advised at the time of booking and stated on the booking confirmation form.
- Where notice of intention to extend your stay has been given, the Booker hereby authorises ESA to take all additional payments and charges from any credit/debit card used to make the original booking (plus any further deposit requirements). For clients who have an account with ESA and payment is made by cheque or bank transfer, an invoice for the requested extended period will be sent to the billing address provided at the time of booking, and payment must be made within the agreed payment terms (see Clause 4 on "Payment").
- No administration fee is payable when a booking is extended.

### 14) Departures

Apartments are available for occupation up to 11am on the day of departure. Any additional hours of occupation outside the available times in each period of 24 hours will be charged as one extra day unless otherwise agreed. Late check out cannot be guaranteed unless the booking is made until the night after departure. Key deposit details will be provided to the guest or Booker prior to the check-out date.

### 15) Liability

ESA is responsible for its own operated apartments, subject to these conditions. ESA acts as an agent for its preferred suppliers and any contract relating to an apartment owned by a preferred supplier is made direct between the Booker/guest and that preferred supplier and, other than its general management and booking obligations detailed in these conditions, ESA shall not be liable to any party for any amounts in relation to any acts or omissions under or in relation to that contract or the relevant preferred supplier apartment. ESA will not be held responsible for the theft and/or damage of/to your personal belongings during your stay in any apartments booked. Therefore you are advised to ensure you have appropriate insurances in place.

All warranties, conditions and other terms implied by statute or common law or otherwise are, to the fullest extent permitted by law, excluded from any contract with ESA and these conditions shall apply in their place.

However, nothing in these terms and conditions shall affect your statutory rights if you are a consumer. Nothing in these terms and conditions limits or excludes the liability of ESA for death or personal injury resulting from negligence; or for any damage or liability incurred by you as a result of fraud or fraudulent misrepresentation by ESA, or any liability that cannot by law be excluded.

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Subject to the paragraph above, ESA shall not be liable for any loss of profits, loss of business, depletion of goodwill and/or similar losses, loss of anticipated savings, loss of goods, loss of contract, loss of use, loss of corruption of data or information, or any special, indirect, consequential or pure economic loss, costs, damages, charges or expenses.

If you are booking for, as or on behalf of a business or business employee, that business shall indemnify ESA against all liabilities, costs, expenses, damages and losses (including any direct or indirect consequential losses, loss of profit, loss of reputation and all interest, penalties and legal and other reasonable professional costs and expenses) suffered or incurred by ESA arising out of or in connection with your, or your business', breach or negligent performance or non-performance of these terms and conditions. If you are booking for, as, or on behalf of a business or business employee, ESA's total liability in contract, tort (including negligence or breach of statutory duty), misrepresentation, restitution or otherwise arising in connection with the performance or contemplated performance of your booking shall be limited to the fees paid to ESA under your booking.

Some apartments advertised on the ESA website or on ESA printed literature are owned and operated by preferred suppliers. Whilst ESA endeavours to ensure the highest standards for preferred supplier's apartments, it does not warrant that, in booking these apartments on your behalf, the apartment is managed in accordance with local national laws including health and safety and insurance. You also understand that although a preferred supplier may comply with local national laws, the rights and remedies under such laws may be different to that of England and Wales.

ESA shall not be liable for any failure or delay in performance of its obligations which results directly or indirectly from any cause or circumstance which is beyond its reasonable control affecting the building or the local area.

Events beyond ESA's Control shall include but is not limited to the following: act of God, outbreak of hostilities, riot, civil disturbance, acts of terrorism, revolution, the act of any government or authority (including but not limited to refusal or revocation of any licence or consent), fire, flood, lightning, explosion, fog or bad weather, interruption or failure of a utility service (including but not limited to electricity, gas, water or telecommunications), renovations undertaken at the property, strikes, lockouts or boycotts, embargo, blockade.

Other than in relation to death or personal injury caused by ESA's negligence, or any other liability that by law cannot be excluded or restricted, ESA's liability to you in relation to these conditions is limited to the fees paid to ESA under your booking.

### 16) Damages

Damages to the apartment or contents caused by the guest must be paid in full by the Booker. In the event of any breakages or damage discovered after the guest vacates, ESA will notify the Booker by e-mail within 1 week of the guest's departure, providing a detailed breakdown of the applicable charges and the cost of rectifying them. Where possible, ESA will supply photographic evidence of any damages caused by the guest. Inventories and condition reports are provided at the beginning of the accommodation period free of charge, and can be provided at the end of the accommodation period if required at a cost of £50 plus VAT.

### 17) Feedback & Complaints

ESA aims to deliver the best possible service, but in the unlikely event that you are dissatisfied with the service offered, you should notify ESA in writing by email as soon as possible in relation to any complaint about the booking service. In relation to any complaint about the apartment, you should notify the Guest Relationship Manager as soon as possible in the first instance. If the problem cannot be resolved during your stay, you should write to The Managing Director, Executive Serviced Apartments Ltd, 1 Northbrook Court, Park Street, Newbury, RG14 1EA, United Kingdom or you can call us on 01635 521100 or email [guest-feedback@esa-ltd.co.uk](mailto:guest-feedback@esa-ltd.co.uk). Our policy is to respond to complaints received within 2 working days, advising you of who is dealing with your concerns and how we intend to address them. Complaints received in writing will receive director level attention.

## **Terms of Business**

### **18) General**

ESA reserves the right to change these conditions from time to time. Should guests be in breach of any of these conditions, ESA reserves the right to cancel your booking with immediate effect and without refund and the guests will vacate their apartment immediately. These conditions shall be governed by and construed in accordance with the laws of England and the Courts of England shall have exclusive jurisdiction in relation to any claim, dispute or difference concerning these conditions and any matter arising from them.

### **19) Privacy of Data**

We may use your contact details to inform you of new apartment launches or special offers that we think may be of interest to you. If you do not want us to use your contact information to send details of our services to you please let us know by email to [guest-services@esa-ltd.co.uk](mailto:guest-services@esa-ltd.co.uk). From time to time we randomly record telephone calls as a security measure and to monitor and improve customer service.

**Last Updated: 08<sup>th</sup> May 2009**

**ESA - Executive Serviced Apartments Ltd**