

# Guest Agreement

Charles Nicholas Properties Ltd T/A Hostly  
Terms and Conditions

By booking accommodation with Charles Nicholas Properties Ltd you are agreeing to the following terms and conditions.

## The Booking

- 1.1. Your booking is with Charles Nicholas Properties Ltd (referred to as Charles Nicholas in these terms and conditions) which is a Limited Company registered in England and Wales 11222360 of Moorgate House, King Street, Newton Abbot, Exeter, TQ12 2LG
- 1.2. References to you or your are references to the person or organisation making the booking with Charles Nicholas.
- 1.3. These terms apply to bookings made via the Charles Nicholas website, by email or telephone or in person with Charles Nicholas. Bookings made via Booking.com or AirBnB will be subject to the terms and conditions of those entities.
- 1.4. Your booking is confirmed and a legal contract concluded once your payment has been successfully made. No booking is made or contract concluded when payment is declined or unauthorised.
- 1.5. You agree that the booking is for a short term stay for leisure, business or temporary purposes and does not give rise to an assured shorthold tenancy or lease and is an excluded agreement within the meaning of s.3A(7)(a) of the Protection from Eviction Act 1977.
- 1.6. Bookings can be for any length of time. Bookings may be made any time up to 9.00pm on the first night of your stay.
- 1.7. Bookings may only be made by a person aged 18 or above and there must be at least one person aged 18 or above staying in the accommodation.
- 1.8. Only those persons listed as guests as part of the booking are permitted to enter and stay at the accommodation, unless expressly agreed otherwise by Charles Nicholas.
- 1.9. You may not re-sell or re-assign your booking to any other person or organisation except with the express authority of Charles Nicholas.

## 2. Payment and Cancellations

- 2.1. All payments shall be made by bank transfer, or by a credit or debit card. Charles Nicholas does not charge booking fees or credit or debit card fees.
- 2.2. Charles Nicholas has different payment schedules & deposit requirements depending on the length of stay. These are decided at Charles Nicholas's absolute discretion.
- 2.3. The total price for your entire stay will be presented to you before you confirm your booking and make payment. Our pricing is dynamic and therefore the price for the same or similar accommodation may vary over time after your booking is made. This does not confer upon Charles Nicholas any right to require additional payment where the price increases and does not confer any right on you to a discount if the price decreases.
- 2.4. You may cancel the booking at any time up to 7 days prior to the first day of your booking with Charles Nicholas in which case a full refund will be made to you.

- 2.5. If you cancel the booking within 7 days of the first day of your booking then Charles Nicholas reserves the right to retain the full amount paid. Any refund will be at Charles Nicholas's entire discretion unless it is able to book out the accommodation to other guests, in which case it shall make a refund to you of your booking cost, less any difference in price where the replacement booking was off a lesser value.
- 2.6. Charles Nicholas reserves the right to cancel bookings at any time, in the event of such cancellation the client will receive a full refund.

### **3. Your stay**

- 3.1. Check-in time is from 4pm and check-out time is no later than 10am, unless expressly agreed by Charles Nicholas otherwise. Charles Nicholas may request an additional payment for early check-in or later check-out. Information on the check-in and check-out procedure and access to the accommodation will be provided separately.
- 3.2. Charles Nicholas provide serviced accommodation rather than a hotel or guest house service. Charles Nicholas do not provide meals or newspapers.
- 3.3. Included in your room/apartment will be linen and towels, hair and body wash, conditioner and body lotion. A cleaning service is provided and further information is available on request.
- 3.4. Your accommodation will also include a supply of coffee, tea, and sugar.
- 3.5. We may provide a travel cot for babies to sleep in during your stay which the guests are welcome to use. It is up to the guests to setup and check it is safe to use as we cannot be liable if any claims were to occur.
- 3.6. You are responsible for the conduct of all guests staying within the accommodation and shall ensure that they comply with these terms and conditions. In particular you and your guests must not:
- 3.6.1. Smoke in the premises. All rooms and common spaces in our accommodation are strictly non-smoking – you and other guests may only smoke outside of the premises.
  - 3.6.2. Bring any pets into the premises, with the exception of assistance dogs or unless expressly agreed by Charles Nicholas;
  - 3.6.3. Bring any potentially dangerous or hazardous materials or equipment onto the premises;
  - 3.6.4. Tamper with any fire alarms or emergency equipment;
  - 3.6.5. Remove, damage or destroy any Charles Nicholas property;
  - 3.6.6. Use any technology provided by Charles Nicholas to download or access any unlawful or obscene material;
  - 3.6.7. Cause unreasonable disturbance to our other guests or any Charles Nicholas staff;
  - 3.6.8. Make excessive noise particularly after 11pm including from TV's and other electronic devices;
  - 3.6.9. Use the premises as a brothel or for any other illegal purpose or bring any illegal substances or other items into the accommodation.
  - 3.6.10. Fail to return your room keys/fobs/cards at the end of your stay as, in the interests of security, we may have to replace the corresponding locks.

### **4. Damage, theft and costs**

- 4.1. Charles Nicholas reserves the right to deduct from your deposit (if any) and/or to charge to the credit/debit card used for payment or any other card used to provide security in respect of:
- 4.1.1 The cost of replacing or repairing any property of Charles Nicholas including furniture, upholstery, fittings, appliances or other fixtures and items which are damaged during your stay. In addition a standard charge of £50 may be charged for the loss of time required to replace or repair the property

- 4.1.2 The cost of replacing any items of property which are lost or stolen from the accommodation during your stay
- 4.1.3 Any breach of our non-smoking policy. A standard charge of £200 will be charged where we find evidence of smoking within the accommodation to cover cleaning costs but we reserve the right to charge additional amounts to cover any damage caused by smoking
- 4.1.4 Any noise complaints. If there is deemed to be excessive noise which has disturbed and/or caused complaints by the neighbours then there could be a charge of up to £1000.
- 4.1.5 Any key that is not given back at the time of check out is subject to a charge of £25.
- 4.1.6 Any parking permit that is not returned at the time of check out is subject to a charge of £25.

4.2. Such costs may be charged on check-out but Charles Nicholas reserves the right to apply such charges to your card at a later date where necessary.

4.3. Where Charles Nicholas is unable for any reason to apply such a charge against your credit/debit card then an invoice will be sent to you and which you agree to pay within 14 days of receipt. Late payments will accrue interest at 8% plus the Bank of England base rate

4.4. Charles Nicholas will provide a receipt including a break-down of costs for all additional charges made to your credit or debit card.

## **5. Eviction**

5.1. Charles Nicholas reserves the right to evict any and all guests immediately and without any refund of the booking in the event of:

5.1.1.breach of clause 1.8

5.1.2.non-payment in accordance with clause 2.2

5.1.3.any breaches of clause 3.6

## **6. Privacy, Data Protection and Credit/Debit Card Security**

6.1. Charles Nicholas processes information about you that you provide when making a reservation and/or upon check-in in accordance with our **privacy policy**. By providing this information you consent (on your behalf and on behalf of each member of your group) to such processing and you warrant that all information provided by you is accurate.

6.2. You should note that we are required by law to maintain a register of all guests' names and nationality (to be taken on arrival) and to keep such details on file for at least 12 months from the date of arrival. In addition, for guests who are not of British, Irish or Commonwealth nationalities we are required to take details of your passport or other travel documentation and the address of your next destination.

6.3. For full details on how we collect, use and store personal data including the use of cookies please see our full **privacy policy**.

6.4. We use a secure third party service to process card payments ([www.stripe.com/gb](https://www.stripe.com/gb)). This service is PCI-DSS compliant and allows us to make charges to your credit and debit card in accordance with these terms. We do not make or store any copy of your card details in our own systems or elsewhere. You can read the privacy policy of the third party provider here: [www.stripe.com/gb/privacy](https://www.stripe.com/gb/privacy).

## **7. Complaints**

7.1. Charles Nicholas want to ensure that you have an enjoyable stay.

7.2. If you have a problem during your stay please talk to any member of staff who will be able to help you.

- 7.3. If Charles Nicholas are unable to informally resolve any complaint you have at the time of your stay then you may submit a formal complaint in accordance with this procedure. Formal complaints should be submitted in writing using the contact details below. Please provide as much information as possible in order that Charles Nicholas may properly investigate your complaint.
- 7.4. Your complaint will be dealt with by an appointed member of the Charles Nicholas management team. Charles Nicholas aims to respond to formal complaints within 2 days but if this will not possible Charles Nicholas will notify you of this and of when it expects to respond. Charles Nicholas will set out the outcome to your complaint in writing.
- 7.5. Charles Nicholas reserves the right to reject without further investigation any vexatious complaint or complaint made in bad faith.

**Email address:** [jack@hostly.org.uk](mailto:jack@hostly.org.uk) or [adam@hostly.org.uk](mailto:adam@hostly.org.uk)

**Postal address:** Moorgate House, King Street, Newton Abbot, Exeter, TQ12 2LG

## **8. Limitation of Liability**

- 8.1. The liability of Charles Nicholas to you under these terms and conditions shall be limited to the total value of your booking (unless the [Hotel Proprietor's Act 1956](#) applies, in which case our liability will be limited to the maximum prescribed under that Act)
- 8.2. Charles Nicholas shall not be liable in any circumstances to you for any consequential or indirect loss including loss of profit, data, management time, reputation or goodwill.
- 8.3. Charles Nicholas shall not be liable for any damages or loss caused by conditions or events beyond its control including, but not limited to:
- 8.3.1. Strike, lockout or other labour dispute affecting the employees of Charles Nicholas;
  - 8.3.2. Acts of God;
  - 8.3.3. Natural disasters;
  - 8.3.4. Acts of war or terrorism;
  - 8.3.5. Act or omission of government, highway authorities or telecommunications carrier, operator or administrator;
- 8.4. Nothing in this clause or these terms shall limit Charles Nicholas's liability for death or personal injury or in respect of fraudulent misrepresentation.

## **9. Severability**

- 9.1. If any provision or provisions of these terms and conditions shall be held to be invalid, illegal, unenforceable or in conflict with the law of any jurisdiction, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.

## **10. Waiver**

- 10.1. The failure of any party at any time to require performance of any provision or to resort to any remedy provided under these terms and conditions shall in no way affect the right of that party to require performance or to resort to a remedy at any time thereafter, nor shall the waiver by any party of a breach be deemed to be a waiver of any subsequent breach. A waiver shall not be effective unless it is in writing and signed by the party against whom the waiver is being enforced.

**11. Entire Agreement**

- 11.1. These terms and conditions constitutes the entire agreement of the parties and supersedes all prior communications, understandings and agreements relating to the subject matter hereof, whether oral or written.

**12. Third party rights**

- 12.1. Nothing in this Agreement is intended to, nor shall, confer any rights on a third party unless expressly provided otherwise

**13. Jurisdiction**

- 13.1. This Agreement shall be construed in accordance with English Law and the Courts of England and Wales shall have exclusive jurisdiction in so far as any matter arising from this Agreement is required to be referred to a court of law.