

RENTAL TERMS & CONDITIONS

APARTMENT HIRE AGREEMENT THESE TERMS AND CONDITIONS APPLY TO THE CONTRACT BETWEEN DBS ESTATE SERVICES LTD, REGISTERED OFFICE AT SUITE A, 66 FELIX ROAD, BRISTOL, SOMERSET & AVON, BS5 0JW ("WE" or "US") AND YOU FOR THE HIRE OF SERVICED APARTMENT ACCOMMODATION.

IT IS AGREED AS FOLLOWS:

1. THE ACCOMMODATION

1.1 We shall provide and you shall hire the Apartment for the Hire Period, at the Agreed Price and upon the terms of this Agreement.

1.2 We shall additionally provide: (a) routine maintenance services as are required to keep the Apartment in good and working condition; (b) cleaning and fresh bed linen, as specified in the Booking; and (c) Furniture and Appliances.

1.3 We give you the right (in common with us and all others authorised by us) to use the Apartment for the Hire Period. This right shall expire at the end of the Hire Period (subject to any earlier termination in accordance with this Agreement) or at the expiry of any period of extension of the Hire Period.

1.4 You acknowledge that this Agreement 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.

2. BOOKING AND PAYMENT

2.1 Bookings and payments purchase the right to be a guest within a DBS ESTATE SERVICES LTD Apartment for and not exceeding the agreed number of nights specified in the booking confirmation email. IMPORTANT NOTE: No rights of tenancy are agreed or implied or intended within the booking confirmation. The booking confirmation is not a tenancy agreement in any form.

2.2 At the outset you must provide us with sufficient information to conclude a booking.

2.3 Guests may be required to complete a booking form and to sign an agreement prior to receipt of apartment keys or access codes.

2.4 Identification may be required. For visitors from outside of the United Kingdom, this must be a passport. For UK residents, this should be one form of photographic identification and one document (which must be either a utility bill, council tax bill or bank document) for proof of address.

2.5 If a booking form is required, only guests who have signed the booking form with the management of DBS Estate Services Ltd may reside in a DBS Estate Services Ltd apartment.

2.6 Guests are not permitted to invite non-guests to sleep over in a DBS Estate Services Ltd apartment. Additional guests must be registered and there will be an additional fee charged per guest per night.

2.7 It is forbidden to leave non-registered guests alone in the apartment. If non registered guests are present, non-registered guests will be asked to leave.

2.8 Any special requests relating to the hire of the Apartment should be notified prior to Booking. We will use reasonable endeavours to accommodate any special requests and special requests may incur Additional Charges.

2.9 There is no confirmed reservation until full payment is received with the required guest registration details. Where you default on payment, we may terminate this Agreement immediately upon notice to you.

2.10 Unless otherwise agreed in writing, for every full or part day the Apartment has not been returned beyond the agreed date of return we may charge a full day's hire at current hire rates for each part or full day the Apartment is not returned to us. Payment of any such further charges shall be made upon demand and you authorise us to take such further charges from any credit or debit card used to make the Booking.

2.11 You shall not have any right of set-off against, deduction, counterclaim or withholding of any amount payable by you under this Agreement.

2.12 You shall pay on demand default interest charges (both before and after any judgment) on any sum payable by you to us under this Agreement and not received by the due date at the annual rate of 5 per cent above the Bank of England base rate in force at the time calculated on a daily basis and compounded on a monthly basis from the due date for payment until payment is received by us in cleared funds.

2.13 DBS Estate Services Ltd reserves the right to refuse any booking without stating a reason or to cancel, modify or alter arrangements made by the guest. In the unlikely event that the accommodation ceases to be available for the period of the booking, then (We) shall try to arrange alternative accommodation and if this is not possible, payment for the cancelled nights only shall be refunded to the guest, and the liability of DBS Estate Services Ltd shall then cease.

3. CANCELLATIONS

Any Booking cancellations must be notified to us in writing.

3.1 Where you give notice of cancellation at least 60 days prior to the commencement of the Hire Period, a cancellation charge of two nights or 50% (whichever is the larger), shall apply.

3.2 Where you give less than 60 days notice of cancellation, we may charge a cancellation fee equivalent to the Agreed Price.

3.3 Where you fail to arrive and check-in to the Apartment as agreed we charge the cancellation fee referred to in this clause

3.4 Payments made for discounted bookings are non-refundable unless an exception is agreed by DBS Estates management in writing at the time of booking.

4. ARRIVAL AND DEPARTURE

4.1 You may check-in to the Apartment from 3:00 pm onwards on the first day of the Hire Period, unless agreed otherwise with us.

4.2 You must check-out of the Apartment by 10:00 am on the last day of the Hire Period. Failure to do so may result in further charges pursuant to clause 2.6 above.

4.3 Earlier check-in or later check-out is subject to availability and may incur Additional Charges.

4.4 We will provide you with more specific instructions relating to check-in (including key collection/access codes) prior to the commencement of the Hire Period; and check-out instructions (including key return) upon your arrival at the Apartment.

5. YOUR OBLIGATIONS

5.1 You shall throughout the Hire Period:

5.1.1 Use the Apartment as private residential accommodation only;

5.1.2 Ensure that the number of persons using the Apartment does not exceed the maximum number of people allowed, notified to you upon Booking and based upon the number of bed places in the Apartment;

5.1.3 Keep the Apartment at all times in good repair, condition and in a clean and tidy state;

5.1.4 Not repair or attempt to repair or carry out work to the Apartment or allow any third party to do so unless instructed so to do by us in writing;

5.1.5 Notify us immediately upon causing or becoming aware of any damage to the Apartment or its contents;

5.1.6 Not allow any pets or animals to enter the Apartment or common areas;

5.1.7 Not smoke in the Apartment and common areas or balconies or roof terraces;

5.1.8 Not cause (or invite anyone into the Apartment who causes) a nuisance or disruption to occupiers of nearby premises;

5.1.9 Not behave in an abusive or threatening manner toward our staff;

5.1.10 Not remove any Furniture and Appliances or other items from the Apartment without our prior consent;

5.1.11 Return the Apartment to us at the end of the Hire Period or upon the earlier termination of this Agreement in accordance with the terms of this Agreement and in good repair, condition and in a clean and tidy state; and

5.1.12 Indemnify us and keep us indemnified on demand for all claims, liabilities, losses, costs and expenses (including legal fees) incurred or suffered by us (except any incurred as a result of our default) in connection with this Agreement or in connection with any use or misuse of the Apartment, except for personal injury or death caused by our negligence.

5.1.13 Not use the address of any DBS Estate Services Ltd apartment to obtain goods or for use with a credit agreement of any kind.

5.1.14 Not use the apartments for parties or other non-residential activity without prior agreement. Payment for loss/damages may be charged at the discretion of DBS Estate Services Ltd.

5.2 Any damage to an apartment or its contents thereof, or any failure of provided equipment, or any loss of keys/electronic fobs/garage entry unit, should be reported to the proprietor(s) or the proprietors' representative at the earliest opportunity

5.3 You agree to give us or our authorised representatives' permission at all reasonable times to enter the Apartment to inspect the condition of the Apartment.

5.3 If you default in any of your obligations under this Agreement, we may terminate this Agreement immediately upon notice to you, without refund.

6. SECURITY DEPOSIT

6.1 Please ensure that you inspect the Apartment immediately upon check-in and arrival. Unless we receive notification otherwise within two hours of check-in and arrival, we will be entitled to assume that you have fully accepted that the condition of the Apartment is as per the Inventory and Condition Report (or, if there is no Inventory and Condition Report, is in good repair, condition and in a clean and tidy state) and you will waive any right to claim otherwise.

6.2 Risk of damage to the Apartment and Furniture and Appliances will pass to you on check-in and arrival and shall remain with you until the Hire Period has expired or the Apartment is returned to us in accordance with the terms of this Agreement. You shall make good to us all loss or damage whatsoever of or to the Apartment occurring during or arising from the Hire Period and all reasonable loss of rental resulting from such loss or damage. However you shall not be liable for loss or damage caused by fair wear and tear only.

6.3 A security deposit to cover your obligations under this clause 6 may be taken at or prior to arrival and check-in to the Apartment. Any security deposit paid will be returned to you in full (or any payment authorisation cancelled) upon the Apartment being returned to us in accordance with the terms of this Agreement. Where you are liable for loss or damage under clause 6.2 above we may withhold some or all of your deposit to cover our loss and damage and our administration fees associated with repairing the Apartment (refer to Additional Charges for details of such administration fees).

7. ADDITIONAL CHARGES

7.1 Additional Charges which may be payable include those items specified in the Booking. 7.2 In the case of Additional Charges becoming payable, you must pay Additional Charges by BACS or bank transfer.

8. EXTENSIONS AND CHANGES

8.1 Should you wish to extend the Hire Period a request must be submitted to us and we may at our discretion and subject to availability, grant such request. 8.2 In the case of an extension under clause 8.1, you agree to make all additional payments agreed by BACS or bank transfer to DBS Estates Services Ltd. 8.3 Where the apartment specified in the Booking becomes unavailable prior to the commencement of the Hire Period, we may relocate you to an apartment of similar type and standard in a similar location. Where such alternative apartment is priced lower than the apartment specified in the Booking, the Agreed Price shall be reduced

accordingly. Where such alternative apartment is priced higher, the Agreed Price shall remain the same.

9. INSURANCE AND LIABILITY

9.1 We shall have no liability whatsoever (whether for breach of contract, tort (including but not limited to negligence) or breach of statutory duty) for any loss of profit, loss of or damage to goodwill, increased costs, loss of anticipated savings, loss of business, loss of reputation, theft of, loss of or damage to your property and any special, indirect or consequential losses or damages, and in any event, our total aggregate liability for all losses or damages suffered or incurred by you (whether arising through breach of contract, tort (including but not limited to negligence) or any breach of statutory duty) shall not exceed the aggregate Agreed Price paid by you.

9.2 You shall be solely responsible for and hold us fully indemnified against all claims, demands, liabilities, losses, damages, proceedings, costs and expenses suffered or incurred by us as a result of any breach or default on the part of you, your employees or agents in the discharge of your obligations under this Agreement.

9.3 Possessions: The proprietor(s) are not liable for the theft of or damage to any property left in a DBS Estate Services Ltd apartment or in the car park. Guests must ensure that apartment doors and windows are securely locked when they are out and are recommended to lock and chain the apartment entrance door when in residence. Guests are responsible for the security of any vehicles they park in the car park.

9.4 Travellers are recommended to ensure that they are covered by a valid travel insurance policy.

9.5 You have selected the Apartment as being fit and suitable for your needs. We make no warranty or representation as to the suitability or fitness for purpose of the Apartment and exclude all liability in this regard. You further acknowledge that, although content on the Website, including any photographs, drawings or plans of the Apartment, is published in good faith, we do not warrant that any of the content accurately or completely describes the Apartment. Actual Apartment size, design, fixtures, furnishings and facilities may vary.

9.6 We do not exclude liability for death or personal injury caused by our negligence or for fraudulent misrepresentation.

10. COMPLAINTS

We aim to provide a quality service. If, however, you wish to raise anything you are not satisfied with, please call Client Support on telephone no: 0343 289 2274 or e-mail: admin@dbsestates.com. We will try to do our best to solve any problems that arise.

11. TERMINATION

11.1 We may terminate this Agreement immediately by giving written notice to you if:

11.1.1 you commit any material or persistent breach of this Agreement and, if the breach is capable of remedy, fail to remedy it within 24 hours after being notified of the breach provided that, if such breach is a repeated breach then no time to remedy need be given; or

11.1.2 you shall do or allow to be done any act or omission which in our opinion may jeopardise our rights in the Apartment or any part thereof, or if you abandon the Apartment; or

11.1.3 any sum payable by you under this Agreement is not received by us on the due date for such payment and such non-payment is not remedied within 2 working days of you being given written notice by us to that effect.

11.2 Upon expiry or termination of this Agreement for any reason whatsoever you shall:

11.2.1 pay to us any Agreed Price in arrears and all other moneys due under this Agreement;

11.2.2 return the Apartment to us in good repair, condition and in a clean and tidy state; and

11.2.3 indemnify us against all reasonable costs incurred by us as a result of any failure to comply with such return conditions (as provided in Clause 5).

11.3 Any of our rights arising prior to the termination of this Agreement (howsoever arising) shall remain in force notwithstanding such termination. 11.4 We reserve the right to recover the Apartment from you if you default in surrendering the Apartment back to us. You shall indemnify us and keep us indemnified against any and all costs, losses and expenses (including legal expenses) incurred in retaking possession of the Apartment.

12. GENERAL

12.1 We operate a policy of continuous improvement and reserve the right to change/move furniture in all apartments. As such, whilst we make every effort to ensure accuracy and currency of all photographs, changes to furnishings may not be reflected in photographs displayed on this website.

12.2 Force Majeure: No party will be liable to the other for and delay or non-performance of its obligations under this Agreement arising from any cause or causes beyond its reasonable control including, without limitation, any of the following: act of God, governmental act, war, fire, flood, explosion or civil commotion.

12.3 Waiver: An omission by a party to exercise, or a delay in exercising, any right or remedy under this Agreement shall not constitute a waiver of the right or remedy or a waiver of any other rights or remedies which that party may otherwise have and no single or partial exercise of any right or remedy under this Agreement shall prevent any further exercise of the right or remedy or the exercise of any other right or remedy. Any waiver of a breach of any of the terms of this Agreement or of any default under this Agreement shall not be deemed a waiver of any subsequent breach or default and shall not affect the other terms of this Agreement.

12.4 Entire Agreement: Each party acknowledges that this Agreement constitutes the entire agreement and understanding between the parties with respect to the subject matter of this Agreement and supersedes all prior discussions, understandings and agreement between the parties and their agents except for such variations as shall be agreed in writing by us and you. Each party also agrees that in entering into this Agreement, it is not relying on any statements, warranties or representations given or made (whether negligently or innocently and whether express or implied), or any acts or omissions by or on the part of any other party in relation to the subject matter of this Agreement (except those expressly set out in this Agreement) and it undertakes not to enforce or pursue any rights or remedies with respect to such subject matter otherwise than under this Agreement and hereby waives and releases the other party in respect thereof absolutely.

12.5 Assignability: This Agreement is personal to the parties. We may assign our right title benefit and interest in and to this Agreement without your consent of you. You may not assign your right title benefit and interest in and to this Agreement.

12.6 Rights of Third Parties A person who is not party to this Agreement (a “third party”) has no right under the Contracts (Rights of Third Parties) Act 1999 (“the Act”) to enforce any term of this Agreement, but this does not affect any right or remedy of a third party which exists or is available apart from the Act.

12.7 Notices Any notice or demand to be given under this Agreement by either party to the other shall be in writing and shall be deemed to have been properly served if left at or sent by first class pre-paid post to or facsimile to the current number for that party’s address as mentioned in this Agreement or last known to the party sending the notice or demand and if so posted shall be deemed to have been received on the day following the date of posting and if sent by facsimile shall be deemed to have been received one hour after the time of transmission or, if transmitted out of normal business hours, one hour after the subsequent opening of business.

12.8 The parties agree that any disputes arising under or in any way connected with the subject matter of this Agreement (whether of a contractual or tortious nature or otherwise) shall be subject to English law and to the exclusive jurisdiction of the English courts.

13 INTERPRETATIONS

In this Agreement the following words and phrases shall have the following meanings unless the context otherwise requires: “Agreement” means this agreement; “Additional Charges” include, but are not restricted to, the additional charges in clause 8 which you are liable to pay for facilities and additional items; “Agreed Price” means the price at which you agree to hire the Apartment, as identified in the Booking or in any subsequent agreement; “Apartment” means the apartment identified in the Booking or an apartment of similar type and standard in a similar location; “Arrival Date” means the first day of the Hire Period, as identified in the Booking or in any subsequent agreement; “Booking” means an offer from you to us to hire the Apartment on the terms of this Agreement following your provision of sufficient information to enable us to complete our telephone or Website provisional booking process; “Furniture and Appliances” means such furniture and appliances usually found within the Apartment and any other items which we agree to provide; “Hire Period” means the period commencing on the Arrival Date and expiring on delivery of the Apartment back to us; “Inventory and Condition Report” means our report on the condition of the Apartment and its contents; This agreement is governed by the laws of England and Wales