

Terms and Conditions

January 2014



M E R I N O

HOSPITALITY

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1 – General

You must be of 18 years of age or older to use our website and book any of our properties and you agree that you have the power to enter into this agreement.

These conditions establish the grounds upon which Merino Hospitality Limited (“Merino”), company number 08278408, and for the purpose of this agreement hereby entitled “the Host” accepts bookings to rent its properties. References in these terms to “we”, “our” or “us” are references to Merino. References to “you” or “your” are references to you as “the Guest” as well as to any other occupant or any person known to you as your guest.

By placing a booking with us you accept these terms and conditions and these constitute your contract with us and this Terms and Conditions shall form a superior document in any dispute resolution.

We will not be liable to you or be deemed to be in breach of any of these terms by reason of any delay or failure to perform any of our obligation, if the delay or failure was due to causes beyond our control such as severe weather, power or other utility cut-off, burglary, strikes, natural disasters, acts of terrorism, war, civil unrest, subsidence or governmental action.

If there is any discrepancy between a booking confirmation and these Terms and Conditions then this document will be taken as correct.

2 – Confirmation

A contract will come into effect between you and us when we issue you a written booking confirmation. We have the right to refuse any booking prior to the issue of your written confirmation and, in case we do this, you will be informed in writing and you will be refunded any moneys you may have paid us.

If your booking is made via third party websites such as “Airbnb”, “Homeaway”, “Housetrip” or any other portal for that matter your confirmation will be issued by said website upon payment taking place.

Upon recipient of your written confirmation it is your responsibility to carefully check the details and report to us immediately if anything is incorrect.

3 – Charges

All prices must be confirmed for each booking and are susceptible to changes until the moment you place, confirm and we accept your booking.

Prices are excluded of VAT and VAT will be charged at the rate in force at the time of invoicing. In case any additional statutory taxes or levies are introduced which affect the price of your property before you have been invoiced you are required to pay the extra amount.

Telephone calls are charged for separately at BT rates plus 30% plus VAT. Calls placed to the Host are not chargeable.

Any other services offered by Merino are charged separate at the ruling rates at the time of request.

A weekly cleaning service and linen change is provided free of charge for all stays above 7 consecutive nights. For shorter stays a check-out cleaning is also included. You are required to maintain the property clean, tidy and free of rubbish at all times. If you require cleaning services to

be carried out more often or a daily maid service we can provide you with a separate quote for it. At check-out all your personal items must be taken away by you and bathrooms, the kitchen, fridge, freezer, cupboards cleared away from all remaining items, including food, or we reserve the right of charging £300 for conducting your personal cleaning at check-out.

4 – Liability for Payment of Charges

You are responsible to all charges relating to accommodation and any other services requested by you or your guests.

You are requested to provide a valid credit card upon arrival for any sundry charges (i.e. telephone charges, transfers), damages to the property and its furnishings and, but not limited to, lost or stolen keys and the full replacement of relevant locks.

5 – Cancellation and Change of Bookings

a. By the Guest

We accept 14 days cancellation on any booking without additional charge and full refund. If you cancel a booking 13 days or less prior to the commencement of the Rental Period you are liable to pay in full for your reservation and therefore not being entitled to a refund. If your booking has been made and confirmed, with no exceptions, via third party websites in which there is another specified cancellation policy in place then this term shall be governed and managed according the policy stated on said site only.

We will always try and accommodate your requests so the longer the notice you give us the better. We reserve the right to change the property booked in order to suit availability and we commit to offer you a similar or better property at our discretion and within reason.

You must notify us in writing or email to reservations@merinohospitality.com any cancellation of your booking.

Merino Hospitality – Cancellations

Basement flat

5 John Street

WC1N 2ES

London

United Kingdom

b. By the Host

Whilst we do not expect to make changes or cancellations to your reservation occasionally problems do happen and we may need to cancel or alter your booking. It is unlikely to happen but in the unfortunate case we need to cancel or change your reservation we will contact you as soon as possible by email with a follow-up phone call (where reasonably possible in case of a significant change or cancellation) to explain the circumstances and inform you of the situation.

Before any cancellation takes place by us we will, if possible and as soon as reasonably practical, offer you a suitable alternative accommodation in a similar property and in a similar location, for the same dates as your original reservation with us, with us, with another serviced accommodation providers or if necessary a hotel accommodation until an alternative apartment/house can be arranged.

We understand that this can be an inconvenience and if you do not wish to accept an alternative property or hotel, or if we cannot source a suitable alternative, you will be refunded in full for all amounts that you may already have paid to us. We are not liable for any additional costs or charges you incur in arranging alternative accommodation.

You should inform us as soon as possible whether you wish to accept any change or alternative accommodation offered by us to you or if you rather be refunded. We will try to contact you to obtain a response but in the event that you fail to advise us of your decision we are entitled to assume that you wish to cancel your reservation.

If at any point we gain knowledge of any antisocial behaviour, property damage, drug abuse or misuse of the property, that it is not as per agreed in this terms and without previous consent from the Host, we may cancel your reservation immediately and evict you and your guests. In the unlikely event that this policy must be imposed, this will be treated as a cancellation by you and no refunds will apply as per clause 5a. In this situation we are not obliged to find any other suitable accommodation for you nor have any liability to you as a result of this situation, including any costs or expenses incurred by you not being able to occupy the property such as transportation or the cost of securing alternative accommodation.

We reserve the right to terminate your reservation immediately without notice if in our opinion you have breached any of these terms.

6 – Purpose of Use

Merino Hospitality offers a superior alternative to hotel rooms. Our properties are self-catering accommodation for travellers both leisure and business alike and the use of our properties is restricted to the purpose of accommodation for the period agreed and stated in your booking confirmation only.

You are not a tenant of the accommodation and you have not been granted exclusive possession of the property. This agreement is a license of occupation valid during the period as set out in your booking confirmation.

The use of the property by you for commercial purposes such as, and not limited to, marketing and advertisement, photo shoots, screenings, film making and networking events is fully prohibited unless consent has been given in writing by us prior to such activities taking place. A further charge may be incurred for performing any commercial activities within the premises and at our reasonable

discretion we may enforce clause 5b as this will be considered a breach of these terms and conditions.

7 – Occupants

You must provide us with complete and accurate guest information when required such as name, mobile, email, address, etc.

The maximum number of occupants of the property should not exceed the number stated in your booking confirmation and rental agreement with us and we reserve the right to refuse to hand-over the property or evict you if you exceed this limit. In this situation we are not obliged to find any other suitable accommodation for you nor have any liability to you as a result of this situation, including any costs or expenses incurred by you not being able to occupy the property such as transportation or the cost of securing alternative accommodation. Moreover, this will deem your reservation cancelled under clause 5b and you will not be entitled to a refund.

8 – Deposit

Upon your arrival You are requested to provide a valid credit card by way of security deposit for, but not limited to, any sundry charges (i.e. telephone charges, transfers), damages to the property and its furnishings and, but not limited to, lost or stolen keys and the full replacement of relevant locks.

9 – Check-in & Check-out

Our standard check-in time is 3pm (local time) and unless otherwise agreed with us in advance this is the time from which you are entitled to enter the accommodation at the start date of your booking. Whilst we try and accommodate early check-in requests we are not able to guarantee early check-ins. May you wish to secure an early check-in you must book and pay for the property for one night prior to your planned arrival date depending on availability.

If the property is not ready at the time of your arrival we may offer to store your luggage for you so you can continue your day without having to worry about your luggage and we will inform when your property is ready for your check-in.

On arrival you may be required to provide photographic proof of ID for security purposes. We also may present you with a Registration Form that you are required to complete with your information and travel arrangements and all data is protected under the Data protection Act 1998.

We reserve the right at our sole discretion to deny access and refuse to hand over the property, or to repossess it, if we have reasonable doubts about the veracity of the information presented to us or if we believe that any damage is likely to be caused, has, or is being caused to the property by you or any of the occupants of the property. In this situation we are not obliged to find any other suitable accommodation for you nor have any liability to you as a result of this situation, including any costs or expenses incurred by you not being able to occupy the property such as transportation or the cost of securing alternative accommodation. Moreover, this will deem your reservation cancelled under clause 5b and you will not be entitled to a refund.

Our standard check-out time is 11am (local time) and unless otherwise agreed with us in advance this is the time until which you are entitled to occupy the property at the end date of your booking. Whilst we try and accommodate late check-out requests we are not able to guarantee late check-

outs. May you wish to secure a late check-out you must book and pay for the property for one night after your planned departure date depending on availability.

A weekly cleaning service and linen change is provided free of charge for all stays above 7 consecutive nights. For shorter stays a check-out cleaning is also included. You are required to maintain the property clean, tidy and free of rubbish at all times. If you require cleaning services to be carried out more often or a daily maid service we can provide you with a separate quote for it. At check-out all your personal items must be taken away by you and bathrooms, the kitchen, fridge, freezer, cupboards cleared away from all remaining items, including food, or we reserve the right of charging £300 for conducting your personal cleaning at check-out.

Unless we have agreed with a late check-out or a further period of rental then you are responsible for a full day's accommodation rate for any overstay. If you overstay for more than 2 hours then we reserve the right to enter the property and remove your belongings, change the locks to the property and take any further actions as deemed necessary by us and you will be liable for the costs associated to such actions in full plus an additional fee of £200 per day of your original booking.

10 – Facilities, Services and Conduct

We offer a personalised service to all our guests and the recommendations given by us about London's attractions, bars, restaurants, parks, services offered by third party companies, governmental institutions and more based on our personal experience as a business and individuals and no one person's recommendation or opinion represents our views as a company. We do not work on a commission basis with any of the businesses as we believe that you should receive impartial information and recommendations that we truly believe being beneficial to you and that may enhance your time in London.

All of our properties are furnished to high standards with fine materials and goods. All properties include a fully equipped kitchen, luxury bedding and bath linen that is changed weekly and after any check-out and/or prior to arrivals.

You and your guests are required to follow all reasonable instructions given to you by the Host at all times plus:

- Keep the property clean, tidy and clear of rubbish;
- Leave the property in the same condition as you find it;
- Do not obstruct, leave any waste or any objects in any common parts or outside the property;
- Do not keep or any pets or any animals into the property;
- Do not conduct any illegal or immoral activities from or at the property;
- Do not conduct any commercial activities from or at the property;
- Do not make any alterations or additions to the property and/or its contents;
- Do not use the property for any other purposes other than personal accommodation;
- Do not make copies of the keys to the property;
- Do not reveal any information that might allow a third party to identify the address of the property and/or compromise its security;

- Do not allow or conduct any activity that is or may become a nuisance, inconvenience, annoyance, disturbance, or cause damage to the property, neighbours, the Host or the public in general.
- Do not throw parties and gatherings;
- Please refrain from taking food to the bedrooms and eat at the table;
- Keep food items properly stored in sealed containers or wrapped in cling film and in the fridge to avoid infestation.

Unless otherwise specified all stays include, upon arrival, a large food welcome basket, fresh flowers, fruit basket, tea and coffee, Wi-Fi internet access, telephone line rental, TV license, heating, electricity, gas, water, council tax, maintenance and cleaning of the property upon departure (or once a week for stays over 7 consecutive days). If you would like a daily cleaning service, maid service or if you require your property to be cleaned more often than here specified we are happy to provide you with a quote to suit your requirements.

You are required to report immediately to us any damages or faults within the property, fixtures and appliances, especially those that offer any risks to your safety and the public in general, even if you regard the damage as fair wear and tear or if you do not believe the damage is your fault. All our properties are maintained to the highest standards and safety is pinnacle to Merino Hospitality. Unfortunately, appliances do break down and properties do fault unexpectedly but we will ensure that all necessary repairs and maintenance by us will be carried out in a timely fashion to the property and adjacent areas with the intention to minimise any disruption and/or inconvenience to you and your guests.

Not reporting a damage deems you fully liable for such damage and a full replacement will be charged.

If you do declare any damage then you are responsible for full replacement but we understand that accidents happen and therefore any damage perceived by us, and at our only discretion, as “minor” will not be charged.

You should not remove any items from the property. If items are removed you will be charged for the replacement of said item plus 30%.

11 – Keys

Upon arrival you will be provided by the Host with 1 (one) set of keys per bedroom in each of the properties. If you require extra keys please inform us in advance so we can have them ready for you.

It is your responsibility to look after your keys and any loss or damage to the keys and/or locks should be reported immediately to the Host for security purposes. We will ensure that the locks are changed and you will be provided with a new set of keys.

Some of our properties are equipped with high security door locks and changing them are an onerous and labour intense job. This locks and all the keys relevant to each lock are registered and tracked and it is not possible to make copies of the keys as you would at home so please look after your keys.

You are liable for all costs associated with lost, broken or stolen keys, including new locks, new keys, labour, installation and VAT and the relevant charges will be applied at all times.

12 – Pets

Only registered guide and hearing dogs belonging to those guests with visual and hearing impairments are allowed at any of the properties under all circumstances and we must be notified in advance so we can make the appropriate arrangements prior to your arrival.

13 - Smoking

Smoking is not allowed in any property or in any other areas of the buildings.

If we have reasonable doubts that you and/or your guests have been smoking in the property and its premises during your stay we will charge you £300 for cleaning and de-odorizing the property. Moreover, you will be liable to any costs and loss of revenue that we may incur from having to out-book future guests or if we consider reasonably necessary to set the property Out-of-Service due to the smells and you will be charged up to 2 (two) full night's accommodation rate.

14 - Damage

Except in the case of normal wear and tear you are responsible for all charges relating to any damage to the property and its furnishings, equipment and utensils suffered during your stay caused by you or your guests.

You are required to report immediately to us any damages or faults within the property, fixtures and appliances, especially those that offer any risks to your safety and the public in general, even if you regard the damage as fair wear and tear or if you do not believe the damage is your fault. All our properties are maintained to the highest standards and safety is pinnacle to Merino Hospitality. Unfortunately, appliances do break down and properties do fault unexpectedly but we will ensure that all necessary repairs and maintenance by us will be carried out in a timely fashion to the property and adjacent areas with the intention to minimise any disruption and/or inconvenience to you and your guests.

Not reporting a damage deems you fully liable for such damage and a full replacement will be charged.

If you do declare any damage then you are responsible for full replacement but we understand that accidents happen and therefore any damage perceived by us, and at our only discretion, as "minor" will not be charged.

15 – Data Protection

We do not store credit card details nor do we share customer details with any 3rd parties.

It is our commitment to respect and protect your privacy. This policy establishes the terms on which we will process, retain and utilise your personal data.

Merino Hospitality Limited is a company registered in England and Wales with registered office at Basement Flat, 5 John Street, WC1N 2ES, London and for the purpose of the Data Protection Act 1998 ("the Act") is the data controller.

16 – Rights of Access

We aim to give you at least 24 hours' notice in case we need to gain access to the property.

You and your guests must allow Merino Hospitality, or any representative of ours, access to the property at any reasonable time during your stay with us.

In case of emergencies and/or when a problem needs to be addressed quickly and you cannot be contacted in time we are entitled to enter the property at any time without giving you previous notice. In any case where we were unable to give you notice or were unable to contact you any access to the property will be supervised by a member of our staff

17 – Information

We strive to ensure that the information we provide you with is accurate and up-to-date in our website, brochure and any other promotional material we produce. Nevertheless, mistakes do happen and information may have changed by the time you book. Therefore you are required to check all the details of your chosen property and arrangements with us at the time of booking and ensure that the information conveyed to you on your booking confirmation are correct.

We are always trying to improve our service and facilities in order to enhance your experience and therefore there might be minor discrepancies between the property and its description. Occasionally, you may find that some services or facilities no longer exist or have been changed. We will always notify you of any changes to the information you have previously received and we cannot accept responsibility for any inaccurate information you may have, safe in case of our negligence.

18 – Circumstances beyond our control

We will not be liable for any changes or cancellations on your stay, loss or damage suffered by you or our failure to appropriately perform any of our duties to you due to any events and/or circumstances beyond our reasonable control such as, but not limited to fire, flood, exceptional weather, epidemics, destruction or damage of the property by any cause other than our negligence, governmental and regulatory changes and other similar situations.

We will always endeavour to assist you with reasonable measures such as assist you in finding suitable alternative accommodation but we are not liable for any compensation, expenses, costs or other monies in such circumstances.

19 – Liability

Your statutory rights are not affected by anything in these terms and conditions.

We will have no liability for any death or personal injury unless it results from our negligence, that of our employees (providing they were at the time acting in the course of their employment) or our agents. You must take all necessary steps to safeguard your personal property. No liability is accepted by us in respect of damage to, or loss of, such personal property except where the damage or loss is caused by our negligence, that of any of our employees (providing they were at the time acting in the course of their employment) or our representatives.

In no circumstances shall we be liable to you, in contract, tort (including without limitation negligence) and/or breach of statutory duty, or otherwise, for any losses, costs, claims, damages or

expenses including without limitation loss of profits, revenue or income (whether actual or potential), loss of business (whether actual or potential) or for any indirect or consequential (including economic) loss of any kind.

Our total liability to you as a result of or in connection with your booking shall be limited to the total amount paid by you to us for said booking.

20 – Complaints

We take complaints very seriously, we endeavour to remedy the situation as soon as possible, and to the best of our abilities at the time said complaint is raised. We strive to make your stay the most enjoyable possible and therefore solutions are always found to problems.

Formal complaints should be made in writing and the most details you can give us the better so we can assess all the factors and remedy appropriately.

You can find us on our offices at Basement, 1 Doughty Street, WC1N 2PN, London, United Kingdom or via email to reservations@merinohospitality.com. One of our representatives will be in contact with you within 24h of receiving your complaint.