

3SIXTY5 Serviced Apartments Ltd

Terms & Conditions

By booking accommodation with 3SIXTY5 Service Apartments Ltd (3SIXTY5 SA hereafter). You are agreeing to the following terms and conditions.

1. The Booking

1.1. Your booking is with 3SIXTY5 Serviced Apartments Ltd (referred to as 3SIXTY5 SA in these terms and conditions) which is a Limited Company registered in England and Wales, 14914128 in England and Wales. Our head office is 20 Wenlock Road, London N1 7GU

1.2. References to you or your are references to the person or organisation making the booking with 3SIXTY5 SA.

1.3. These terms apply to all bookings made through the 3SIXTY5 SA website (www.3sixty5bookings.com), by email (info@3sixty5.co.uk) by telephone or in person with 3SIXTY5 SA. Bookings made via Booking.com, Airbnb or VRBO will also be subject to these terms however Booking.com's terms and conditions, Airbnb's terms and conditions and VRBO's terms and conditions will take precedence where there is a dispute. Booking availability seen at the time of sending the email by the Guest cannot be guaranteed as an alternative booking may take place in the meantime.

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 from one night up to three months (any bookings longer than 3 months must be agreed with the company director). Bookings may be made at any time up to 5pm 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. You may not resell or re-assign your booking to any other person or organisation except with the express authority of 3SIXTY5 SA.

2. Payment and Cancellations

2.1. All payments shall be made by Credit, Debit Card, or bank transfer. 3SIXTY5 SA does not charge booking fees or credit or debit card fees. Payment for bookings over the phone may be made by one of the following methods;

2.1.1 Payment by credit/debit card is the preferred option for online bookings placed directly on <https://3sixty5bookings.com>

2.1.2 Bank Transfer (BACS) is the preferred payment option for bookings placed over the phone. BACS payments should be made as per the details below:

Account Holder: 3sixty5 Properties Ltd

Sort code:04 29 09

Account Number:96815507

Bank name: Revolut

Cash payments will only be accepted in exceptional circumstances and with prior approval of The Agent.

2.2. Full payment is required upon booking unless expressly agreed otherwise by 3SIXTY5 SA or if payment is taken through other means such as through online travel agents.

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 3SIXTY5 SA 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. When booking direct with 3SIXTY5 SA, via phone, email or through the direct booking website. The cancellation policy is as follows:

If the booking is less than 5 days long, you can cancel 5 days before check in to receive a full refund.

If the booking is between 5 and 14 days long, you can cancel 7 days before check in to receive a full refund.

If the booking is for 14 days or more, you can cancel 14 days before check in to receive a full refund.

If you cancel within 24hrs of making the booking with us, you will receive a full refund. With all cancellations, a small refund processing fee may be charged.

(NOTE: If you have made a booking through an online travel agent such as Airbnb, Booking.com or VRBO, the cancellation policy is as stated on your booking confirmation.)

2.5. Both 3SIXTY5 SA and you may cancel the booking at any time up to 28 days prior to the first day of your booking with 3SIXTY5 SA in which case a full refund will be made to you. If the booking is made direct, a small refund processing fee may be charged.

2.6. 3SIXTY5 SA reserves the right to cancel bookings within 5 days of the first day of the reservation where it is necessary due to reasons outside of 3SIXTY5 SA reasonable control or in the event of an overbooking due to delays or errors within the booking system. In the event of such cancellation the client will receive a full refund.

3. Stay

3.1. Check-in time is from 3pm and check-out time is no later than 11am, unless expressly agreed by 3SIXTY5 SA otherwise 3SIXTY5 SA 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. 3SIXTY5 SA provides serviced accommodation rather than a hotel or guest house service. 3SIXTY5 SA do not provide meals or newspapers.

3.3. Included in your room/apartment will be one set of linen and towels per person (unless you're staying for more than 7 nights where 3SIXTY5 SA cleaners will conduct a mid-stay changeover). A cleaning service is provided and further information is available on request.

3.4. You are responsible for the conduct of all persons staying within the accommodation and shall ensure that they comply with these terms and conditions. In particular you and your guests must not:

3.4.1. No smoking in the premises or directly outside the front door. All rooms and common spaces in our accommodation are strictly non-smoking – you and other guests may only smoke outside of the premises.

3.4.2. No pets allowed into the premises, with the exception of assistance dogs or unless expressly agreed by 3SIXTY5 SA

3.4.3. Bring any potentially dangerous or hazardous materials or equipment or illegal substances onto the premises;

3.4.4. Tamper with any fire alarms or emergency equipment

3.4.5. Remove, damage or destroy any 3SIXTY5 SA property;

3.4.6. Use any technology provided by 3SIXTY5 SA to download or access any unlawful or obscene material;

3.4.7. Cause unreasonable disturbance to our other guests or any 3SIXTY5 SA staff;

3.4.8. Make excessive noise particularly after 10pm especially from TV's and other electronic devices;

3.4.9. Fail to return your room/property keys/fobs/cards at the end of your stay as, in the interests of security, we may have to replace the corresponding locks.

3.4.10. Remove or use any extra linen from the locked linen cupboard. Please contact 3SIXTY5 SA guest services if you need extra.

3.4.11. Charge an electric car using the main power supply. Please contact 3SIXTY5 SA to arrange this in advance if needed. Failure to do so will result in additional charges equivalent to the additional energy uses.

4. Damage, theft and costs

4.1. 3SIXTY5 SA reserves the right 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 3SIXTY5 SA including furniture, upholstery, fittings, appliances or other fixtures and items which are damaged during your stay;

4.1.2 The cost of replacing any items of property which are stolen from the accommodation during your stay.

4.1.3 Any breach of our non-smoking policy. A standard charge of **£1000** will be charged to your card 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 Consumption, sale or misuse of any illegal substances or associated paraphernalia. A standard charge of **£1000** will be charged to your card where we find evidence and/or we suspect that there has been the sale or use of illegal substances within the accommodation to cover responsible removal and additional cleaning costs, but we reserve the right to charge additional amounts should there be a reasonable requirement to do so.

4.2. Such costs may be charged on check-out but 3SIXTY5 SA reserves the right to apply such charges to your card at a later date where necessary.

4.3. Where 3SIXTY5 SA 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.

4.4. 3SIXTY5 SA will provide a receipt including a break-down of costs for all additional charges made to your credit or debit card.

4.5. Loss of 3SIXTY5 SA property and other additional charges that could be incurred during your stay at the property are listed below:

Lost keys – £150.00

Lost apartment fob – £150.00

Lost car park fob – £150.00

Lost parking permit – £100.00

False Emergency Call out charge (outside working hours) – £150.00

Excessive cleaning - £30.00 per hour

Disruption / Noise complaints / Disruptive Social Gatherings – £100.00

Inappropriate items flushed down toilet - £150.00

Early check-in (before 3pm) – £10/hr

Late check-out (after 10am) – 1hr = £10, 1.5hr = £15, 2hrs = £25

Damaged items and/or decor/furniture/fittings - case by case basis to cover repair/replacement

Extra Linen - £50.00

4.6. In the event that we request a refundable damage deposit, which we may do so whether you have booked directly or via an online travel agent i.e booking.com or Airbnb. We will request a deposit of £100 to be collected via an online payment link. This will be returned

within 7 days of Check-out once an inspection of the property has been completed. The deductions, if any, will be in accordance with the above clauses (3 - 4.5).

4.7. Extra cleaning policy: To ensure we maintain the property's high standards and maximise guest experience, we require weekly cleaning and linen changeovers for long-term bookings (10+ nights stay) at an additional cost. Please enquire if you would like additional discounts when booking long-term accommodation with 3SIXTY5 SA. By signing these terms and conditions, you agree to this additional cleaning policy.

Privacy, Data Protection, Credit/Debit Card & Security cameras/audio recording devices

5.1. 3SIXTY5 SA 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.

5.2. 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.

5.3. For full details on how we collect, use and store personal data including the use of cookies please see our full [privacy policy](#).

5.4. We use a secure third party service to process card payments (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.

5.5. We use security cameras/audio recording devices on all our premises. The cameras are located at the front of the property and only record the entrance to monitor guests coming in and out of the property. In accordance with the Data Protection Act (1998), all guests are made aware of any Security cameras/audio recording devices at the time of booking where information of the Security cameras/audio recording devices is disclosed on the listing page.

5.6. We use Noise Monitoring devices inside our premises to monitor how loud guests are being to avoid disturbance of neighbours and to make sure guests are complying with these terms and conditions. The Noise monitoring devices do not record sounds and instead only monitor the level of noise.

Complaints

6.1. 3SIXTY5 SA wants to ensure that you have an enjoyable stay.

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

6.3. If 3SIXTY5 SA 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 3SIXTY5 SA may properly investigate your complaint.

6.4. Your complaint will be dealt with by an appointed member of the 3SIXTY5 SA management team. 3SIXTY5 SA aims to respond to formal complaints within 2 days but if this is not possible 3SIXTY5 SA will notify you of this and of when it expects to respond. 3SIXTY5 SA will set out the outcome to your complaint in writing.

6.5. 3SIXTY5 SA reserves the right to reject without further investigation any vexatious complaint or complaint made in bad faith.

Email address: info@3sixty5.co.uk

Postal address: 20 Wenlock Road, London N1

Limitation of liability

7.1. The liability of 3SIXTY5 SA 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) except where such loss is caused by our negligence, in which case it shall be limited to any direct and reasonably foreseeable loss suffered by you.

7.2. 3SIXTY5 SA 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.

7.3. 3SIXTY5 SA shall not be liable for any damages or loss caused by conditions or events beyond its control including, but not limited to:

7.3.1. Strike, lockout or other labour dispute affecting the employees of 3SIXTY5 SA;

7.3.2. Acts of God;

7.3.3. Natural disasters;

7.3.4. Acts of war or terrorism;

7.3.5. Act or omission of government, highway authorities or telecommunications carrier, operator or administrator;

7.3.6. Delay in manufacture, production or supply by third parties of equipment or services required for the performance of the Services or production and supply of the Goods;

7.4. Nothing in this clause or these terms shall limit 3SIXTY5 SA liability for death or personal injury or in respect of fraudulent misrepresentation.

Severability

8.1. 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.

Waiver

9.1. 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.

Entire Agreement

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

Guest Obligations

11.1. The Guest has the right to occupy the property for the period defined on their booking confirmation. The Guest agrees:

11.2. That in no circumstances should overnight accommodation be provided for guests other than those declared to 3SIXTY5 SA notified in advance. Not to permit any visitors to stay at the property overnight without prior written consent from a representative of 3SIXTY5 SA.

11.3. To undertake to pay for any losses or damage to the property caused.

11.4. To take good care of the property and leave it in a clean and tidy condition at the end of the tenancy.

11.5. To permit the Owners and 3SIXTY5 SA reasonable access to the property.

11.6. Not to cause an annoyance or become a nuisance to occupants of adjoining premises:

11.6.1. Not to be the cause of any noise between 10pm and 8am.

11.6.2. Not to smoke in the property or any of the public areas associated with it.

11.6.3. No pets allowed in the property unless previously agreed in writing by 3SIXTY5 serviced apartments.

11.6.4. To read any safety notices and advice upon arrival in the property.

11.6.5. Not to re-let or sublet the property to any other group/party.

11.6.6. To only use the property strictly for residential purposes.

11.6.7. Not to use the property for parties or gatherings. If, on arrival, it is felt the Guest is intending to use the property for such an event, the Guest will be refused entrance.

11.6.8. Not to make use of the phone or fax line connected to the property.

11.6.9. Not to light any fires or candles in the property.

11.6.10. Not to run a business from the property.

11.6.11. Not to throw a party. If this is not respected, the Guest will be charged £2000 GBP.

- 11.6.12. Not to hang or place wet or damp articles of washing upon any room heater.
- 11.6.13. Not to make the property their permanent residence.
- 11.6.14. Not to use more linen than supplied to the guest unless confirmed with 3SIXTY5 service apartment guest services.
- 11.6.15. Not to engage in any illegal activity on the premises.

11.7. In the event of breach of these terms and conditions, the Guest will be required to leave the property immediately and no refunds will be offered.

11.8. The Guest is obliged to provide the full names of any individuals staying at the property, and may be required to present a valid photo ID for each individual. If any individuals other than those declared on the booking occupy the property, a charge of £200 will be taken from the guest and the relevant public authorities informed.

11.9. The Guest is responsible for ensuring that the property is not occupied by more people than is stated on the Guest's booking confirmation email. 3SIXTY5 SA reserves the right to refuse admittance to the property if it feels this condition is likely to be breached. In this case no paid funds will be returned.

11.10. In the event of an emergency the guest is asked to:

11.10.1. Make use of the fire blanket and/or fire extinguisher if appropriate

11.10.2. Leave all belongings and exit swiftly through the main exit, ensuring all individuals require assistance are brought to safety

11.10.3. Wait on the main road away from the building and inform emergency services by calling 999 and quoting your location

11.10.4. Our contact number is +44(0) 330 0880247 in case you need to reach us

11.11. By signing this agreement, you acknowledge that you are not protected from the eviction act 1977.

Third Party Rights

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

Justification

13. 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.