

# TrustedStays Terms and Conditions for Business Buyers

Effective Date: 31 July 2023

**Please read these Terms of Service carefully as they contain important and binding information about your legal rights, remedies and obligations.**

These TrustedStays Terms of Service and any additional schedules or linked to terms (“**Terms**”) are a legally binding contract between you and TrustedStays Ltd incorporated, registered in England and Wales with company number 13640195 and whose registered office is at 210 New Kings Road, London, SW6 4NZ, United Kingdom (“**TrustedStays**”, “**we**”, “**us**” or “**our**”).

These Terms apply to business users only and govern your use of the TrustedStays website (the “**Platform**”) to book a short-term rental of a property that is provided through the Platform. For non-business users, the terms linked to here govern your use of the Platform, <https://trustedstays.co.uk/docs/terms-consumer.pdf>. The Platform is controlled and operated from the United Kingdom and is subject to English law. The TrustedStays Platform is for business use only. To use the Platform, you must be either an individual who is at least 18 years old and acting in a business capacity or a duly organised, validly existing business or other legal entity in good standing under the laws of the country in which you are established and able to enter into legally binding contracts. Some PMCs may have additional requirements on the minimum age of the primary Guest (as noted on the Property Listing).

By using the Platform both as a Buyer and as a Guest, you are accepting these Terms and any other terms that you are provided with during the Booking Process (such as the PMC terms and conditions and the Property’s rules and restrictions). If you do not agree to each and all of these terms and conditions, please do not use the Platform or our Services. We reserve the right, at our discretion, to change and or modify these Terms at any time without notice and, unless otherwise indicated, such changes will become effective immediately upon posting; therefore, please check these Terms periodically for changes. We will display the effective date of these Terms at the top of this page. If anything in these Terms is (or becomes) invalid or, unenforceable: (i) it will still be enforced to the fullest extent permitted by law; and (ii) you will still be bound by everything else in these Terms. In the event of any inconsistency between these Terms and the PMC Terms and Conditions/Property Rules, these Terms will prevail.

## 1. Definitions

The following definitions shall apply in in these Terms:

**Access Codes:** usernames, passwords, or other codes or devices to gain access to certain portions of the Platform.

**Account:** you (and the Guest(s)) must register an account with the Platform in order to make a Booking.

**Applicable Laws:** the law of the United Kingdom or a part of the United Kingdom (or the local law in the country where the Property is located).

**Booking:** a confirmed booking of a Property following a Booking Request made by a Buyer to book a Stay at a Property. “Book” and “Booked” shall be interpreted accordingly.

**Booking Confirmation:** the acceptance of a Booking Request sent by email by TrustedStays to the Buyer following receipt of payment and which specifies details of the Stay.

**Booking Fee:** all applicable fees, including the Property rental fee, guest fees (this may include cleaning fees, cancellation fees, or other fees as described at the time of Booking) and any applicable taxes unless otherwise specified.

**Booking Process:** the steps and information required to complete a Booking Request such as Buyer verification requirements.

**Booking Request:** a request sent by a Buyer to the Platform to make an enquiry to book a Property.

**Booking Date:** the date and time when a Booking Confirmation is sent to the Buyer/Guest.

**Buyer (or “you” or “your”):** a person that creates an Account on the Platform and makes a Booking Request either for themselves for work purposes (and therefore the Buyer is also the Guest) or who makes a Booking Request and accepts these Terms on behalf of a Guest.

**Cancellation Policy:** the cancellation/no-show policy which will be made available to you at the time of Booking.

**Controller, Processor, Data Subject, Personal Data, Personal Data Breach, processing and appropriate technical and organisational measures:** as defined in the Data Protection Legislation.

**Data Protection Legislation:** all applicable data protection and privacy legislation in force from time to time in the UK including the UK GDPR; the Data Protection Act 2018 (DPA 2018) (and regulations made thereunder) and the Privacy and Electronic Communications Regulations 2003 (SI 2003/2426) as amended and all other legislation and regulatory requirements in force from time to time which

apply to a party relating to the use of personal data (including, without limitation, the privacy of electronic communications).

**Domestic Law:** shall mean the laws of the United Kingdom or part of the United Kingdom.

**Force Majeure Event:** means acts of God, flood, drought, earthquake or other natural disaster; terrorist attack, civil war, civil commotion or riots, war, threat of or preparation for war, armed conflict, imposition of sanctions; nuclear, chemical or biological contamination or sonic boom; collapse of buildings, fire, explosion; and interruption or general failure of public utility service. A pandemic is not a Force Majeure Event unless there is also a governmental lock-down imposed in the vicinity of the Property that makes it illegal to occupy the Property.

**Guest:** the staff member who either makes the Booking to stay in the Property (and who is therefore also the Buyer) or on whose behalf the Buyer makes the Booking. The primary Guest accepts these Terms on behalf of all Guests Staying at the Property.

**Guest Obligations:** the additional obligations as set out in Schedule 1 which the Buyer must ensure that all Guests who Stay at the Property comply with.

**Industry Accreditation:** the TrustedStays approved industry accreditation programme.

**PMC:** a property management company who agrees to the Trusted Stays Supplier terms and conditions provides its Properties on behalf of Property Owners via the Platform.

**PMC Terms and Conditions:** the PMC's own terms and conditions which are accepted by TrustedStays Customers.

**Platform:** the TrustedStays booking platform that is accessible by TrustedStays Customers through web-based, mobile and customer centric platforms and which makes available Properties to Book as Short Term Rentals.

**Privacy Policy Statement:** TrustedStays privacy policy statement available at:

<https://www.trustedstays.co.uk/privacy-policy.pdf>

**Properties:** means all active Properties in PMC's portfolio which TrustedStays will market to prospective Buyers on behalf of the PMC and "**Property**" means any one of the Properties.

**Property Listing:** the property listing including the Property Information on the TrustedStays Platform of which the content is owned by the PMC.

**Property Owner:** the individual or business that owns the Property and who makes the Property available to Book via the PMC and TrustedStays Platform.

**Security Deposit:** the Security Deposit, as specified by the PMC and as payable by you directly to the PMC.

**Service(s):** means the additional support and business service provided by us, including support on the Platform and reservations management as provided from 9am-6pm Monday to Friday (excluding scheduled or emergency maintenance or downtime caused by Force Majeure).

**Short-Term Rental(s):** a rental of up to 6 months (or equivalent in other countries and jurisdictions).

**Start Date:** the start date of a Stay specified in the Booking Confirmation.

**Stay:** means the Guest's short term stay at the Property

**TrustedStays Customers:** means, individually and collectively, Guests or Buyers who make a Booking via the TrustedStays Platform, or potential guests and buyers who enquire about any Property that is advertised by or offered on the TrustedStays Platform.

**TrustedStays Information:** the content and information displayed on the Platform.

**TrustedStays Trademarks:** all trademarks, trade names, website domain names, social media names and images, service marks and logos, all whether or not registered, that are owned by or licensed to TrustedStays, including without limitation any relating to the Platform.

## 2. The Platform and the Services

- 2.1 The Platform and Services are made available by TrustedStays. PMCs manage your Booking and the Property on behalf of the Property Owner and provide support to you during your Stay at a Property. TrustedStays does not own, lease, control or manage the Properties and neither does it provide support during your Stay at a Property or create, control, or manage any Property Listings.

## 3. Property Listings

- 3.1 We are not responsible for, and make no warranties or representations in relation to, any inaccuracy of Property Listings or the lack of suitability or safety of the Property for the Guest's proposed use. PMCs create and are responsible for the accuracy of their Property Listings.

## 4. Property Management Companies (PMCs)

- 4.1 When you book a Property through the Platform, a PMC will manage your Booking and provide additional support to you during your Stay at the Property. In order to provide those services, your information (and that of your Guests) will be shared with the relevant PMC and, if necessary, with third parties who perform services for them, such as cleaning, maintenance, transportation and similar services. Each PMC is independent from and not affiliated with TrustedStays. The collection, use and sharing of your information by the PMC will be governed by their privacy policies. To the extent that you enter into a rental agreement, contract or other agreement with a PMC, you understand and acknowledge that TrustedStays is not (and will not become) a party to any of those agreements.

**4.2** You agree that you may be required to enter into separate terms (such as the PMC Terms and Conditions), cancellation policies, waivers, or other agreements in connection with your Booking of a Property through the Platform and the delivery of the Stay at the Property by the PMC (together “Property Rules”). It is your responsibility to read and understand (and ensure that all Guests read and understand) these Property Rules prior to making a Booking.

## 5. Accreditation

- 5.1** It is the PMC’s responsibility to maintain and update the independent Industry Accreditation. The accreditation body is responsible for inspections and any accreditation certificate. TrustedStays accepts no responsibility or liability in relation to accreditation certificates, inspections, updates or maintenance of any accreditation certificate.

## 6. Booking Process

- 6.1** You may book a Property through the Platform by following the Booking Process. All information regarding the Booking Fees and the Security Deposit (if any), will be provided to you prior to booking a Property. You agree to pay the Booking Fees, subject to the Cancellation Policy, which shall be outlined on the Property Listing page. You agree that you are authorised to book on behalf of all Guest(s) and you confirm that you will be responsible for all Guests’ compliance with these Terms and any other terms provided during the Booking process. Additionally, you agree (on your own behalf and on behalf of all other Guests Staying at the Property) to comply with the Guest Obligations at Schedule 1.
- 6.2** The Property Listing will indicate if the PMC has selected the “instant book” service or “enquiry to book” service. If “instant book” has been selected, the TrustedStays Customer will receive a Booking Confirmation promptly after Booking. If “enquire to book” has been selected, then the PMC is obliged to confirm availability within 48 hours of the Booking Request, and the Guest will receive a notification informing them that the Property is either (i) available to be booked or (ii) that their Booking Request has been rejected. In the event of scenario (i) above, the Guest must access their Account to complete the Booking, and a Booking Confirmation will be sent promptly following completion of the Booking.
- 6.3** A Booking is confirmed at the date and time when a Booking Confirmation is sent to the TrustedStays Customer, and this is the Booking Date for the purposes of applying and interpreting the applicable Cancellation Policy.
- 6.4** For Bookings that require a Security Deposit, the PMC is responsible for collecting and refunding the Security Deposit at its sole discretion. TrustedStays assumes no responsibility or liability should a dispute arise between you and the PMC regarding the collection or refund of a Security Deposit.
- 6.5** You agree that TrustedStays may utilise third party service providers to facilitate the Booking Process including without limitation the processing of any payments. Payment processing shall be subject to such third party’s terms of service, user agreement, and other policies.

TrustedStays is not responsible or liable for such payment processing services.

## 7. Cancellation Process

- 7.1** If you cancel or fail to show up to a Booking, any cancellation/no-show fee and any refund will depend on the Cancellation Policy agreed with you at the time of making the Booking. Some Bookings cannot be cancelled for free, while others can only be cancelled for free before a certain deadline. Please check the relevant Cancellation Policy.
- 7.2** To cancel you must send an email to [reservationsdesk@trustedstays.co.uk](mailto:reservationsdesk@trustedstays.co.uk) which must clearly state that you are cancelling your Booking. The time that we receive your email will be the time taken to be the cancellation date and time for the purpose of applying the applicable Cancellation Policy. Please note that the Cancellation Policy agreed to at the time of making the Booking will prevail over any other policy relating to cancellations.
- 7.3** If you are due a refund, then, provided that the Booking was fully paid for and that you have not made (and have confirmed to us that you will not make) any chargeback request, we will pay the refund amount (or travel credit) due to you within 14 days after we receive notice of cancellation, provided that we have retained or are able to collect the relevant monies from the PMC. Please note that neither we, nor any PMC, will be responsible for any fees, costs or expenses that you have incurred in relation to a cancelled Booking (including travel costs or event tickets). You are therefore strongly advised to take out adequate travel insurance to cover any booking you make via the Platform.
- 7.4** Please note that (at our discretion) this term will prevail over any force majeure provisions stated in any PMC's terms or cancellation policy.

## 8. Verification Of Guests

- 8.1** To ensure the security of the Platform and the Properties, for fraud prevention purposes and compliance with Applicable Laws, the PMC may in its sole discretion and consistent with Applicable Laws request that you provide information to verify your identity such as a driver's licence or passport. In some jurisdictions the PMC is required by Applicable Law to collect such identity verification information and provide it to government authorities. PMCs may perform additional background checks or obtain reports from public databases in order to verify Guests' identities and you confirm that you have obtained consent to such checks from all Guests.

## 9. Buyer Accounts

- 9.1** In order to book on behalf of your organisation for one or more Guests, you will need to create an Account with us by visiting our Buyer registration page at <https://www.trustedstays.co.uk/register/buyer>. You must provide accurate and complete information during registration. We will review your registration form and at our complete



discretion, verify your Account. You authorise us to carry out any necessary checks (including financial checks) to verify your identity and request for an Account.

- 9.2** You agree that each Guest you are booking a Property on behalf of is aware of and agrees to these Terms (and the additional terms of booking/Property Rules). If any of your Guests are minors, you agree that you have the authority to act on behalf of the minor(s).

## **10. Payment**

- 10.1** As a Buyer, either booking for yourself or on behalf of Guests, your initial bookings will need to be made via credit or debit card payment. To start paying via invoice, TrustedStays need to firstly approve your request to pay via invoices by confirming details with your organisation and performing a credit check. By requesting invoice payments, you authorise us to carry out relevant credit checks for the purposes of approving you for this service and you take full responsibility for all sums due under your Account as the company representative. TrustedStays reserves the right to deny any request to pay via invoices and to revert to credit card booking requirements at any time, at our sole discretion.

- 10.2** For invoice payments we need the following:

1. Agreement to these Terms when creating the Account.
2. Confirmation that you agree to the additional payment terms as set out in the invoice. Payment must be made within 30 days from the Booking Date. We reserve the right to charge interest at a rate of 4% per year above the base rate of Barclays Bank plc % for late payments.
3. Details of your organisation on a Booking Request. This will help us to ensure invoices can be paid without any issues.

## **11. Force Majeure**

- 11.1** We expressly disclaim our liability for any actual or deemed breach of these Terms by reason of any delay in performing, or any failure to perform, any of our obligations, if the delay or failure was due to a Force Majeure Event.
- 11.2** A TrustedStays Guest, acting reasonably, who is prevented from the safe and reasonable occupation of the Property due to a Force Majeure Event, shall be responsible for notifying the PMC of the same. The PMC will be required to refund all payments (or provide a travel credit if this option is set out in the PMC Terms and Conditions) which have been made to the PMC for any unused portion of the Guest's booking to us and we will subsequently refund such unused payments received by us from the PMC to the Guest.
- 11.3** TrustedStays recommends the Guest has appropriate insurance policies in place to cover any losses in the event that the Property cannot be occupied due to a Force Majeure Event

## **12. Privacy**

**12.1** The collection, use, sharing and other actions we take with respect to your information is described in our Privacy Policy Statement <https://www.trustedstays.co.uk/privacy-policy.pdf>, which may be updated from time to time. When you agree to these Terms, you are also acknowledging the provisions in that Privacy Policy.

## **13. Data Protection**

**13.1** All parties will comply with all requirements and obligations applicable to them under the Data Protection Legislation in respect of the client personal data.

**13.2** The parties acknowledge that for the purposes of the Data Protection Legislation, we are the Controller of the PMC Personal Data. Please see the Privacy Policy <https://www.trustedstays.co.uk/privacy-policy.pdf> for further details of how we use and collect that data.

**13.3** Insofar as Buyers make Bookings through the TrustedStays website, the parties acknowledge that for the purposes of the Data Protection Legislation, the PMC is the Controller and we may be the Processor of the Buyer's and Guest's Personal Data which is collected and processed in relation to those Bookings. In circumstances where we are the Processor, the TrustedStays Privacy Policy:

<https://www.trustedstays.co.uk/privacy-policy.pdf>

sets out the scope, nature and purpose of processing by us in relation to such Personal Data, the duration of the processing and the types of Personal Data and categories of Data Subject.

**13.4** Without prejudice to the generality of the above, it is the PMC's responsibility to have all necessary appropriate consents and notices in place to enable lawful transfer of the Buyer's and Guest's Personal Data to us for the duration and purposes of these Terms.

**13.5** Without prejudice to the generality of the above, we shall, in relation to any of the Guest's and Buyer's Personal Data processed in connection with the performance by us of our obligations under these Terms:

- a. process that Personal Data only on the documented written instructions of the PMC unless we are required by Domestic Law to otherwise process that Personal Data. Where we are relying on Domestic Law as the basis for processing Personal Data, we shall promptly notify the PMC of this before performing the processing required by Domestic Law unless Domestic Law prohibits us from so notifying the PMC;
- b. ensure that we have in place appropriate technical and organisational measures, reviewed and approved by the PMC, to protect against unauthorised or unlawful processing of Personal Data and against accidental loss or destruction of, or damage to, Personal Data, appropriate to the harm that might result from the unauthorised or unlawful processing or accidental loss, destruction or damage and the nature of the data to be protected, having regard to the state



of technological development and the cost of implementing any measures (those measures may include, where appropriate, pseudonymising and encrypting Personal Data, ensuring confidentiality, integrity, availability and resilience of our systems and services, ensuring that availability of and access to Personal Data can be restored in a timely manner after an incident, and regularly assessing and evaluating the effectiveness of the technical and organisational measures adopted by us);

- c. ensure that all personnel who have access to and/or process Personal Data are obliged to keep the Personal Data confidential;
- d. assist the PMC, at the PMC's cost, in responding to any request from a Data Subject and in ensuring compliance with its obligations under the Data Protection Legislation with respect to security, breach notifications, impact assessments and consultations with supervisory authorities or regulators;
- e. notify the PMC without undue delay on becoming aware of a Personal Data Breach;
- f. at the written direction of the PMC, delete or return Personal Data and copies thereof to the PMC on termination of the agreement unless required by Domestic Law to store the Personal Data; and
- g. maintain complete and accurate records and information to demonstrate its compliance with this clause.

**13.6** The PMC consents to us appointing the third party processors set out in the TrustedStays Privacy Policy <https://www.trustedstays.co.uk/privacy-policy.pdf> as third-party processors of Personal Data under this agreement. We confirm that we have entered or (as the case may be) will enter with the third-party processors into a written agreement incorporating terms which are substantially similar to those set out in this clause and in either case which we confirm reflect and will continue to reflect the requirements of the Data Protection Legislation. As between us and the PMC, we shall remain fully liable for all acts or omissions of any third-party processor appointed by us pursuant to this clause.

## **14. Disclaimer**

**14.1** We do not warrant or endorse the conduct, performance, safety, quality, legality or suitability of any Property, Listing, PMC or third party involved in the provision of the Platform or Services.

## **15. Liability**

**15.1** Nothing in these Terms shall limit or exclude our liability for: (a) death or personal injury resulting from our negligence; (b) our fraudulent misrepresentation; or (c) any other liability that cannot be excluded or limited by English law.

**15.2** However, to the extent permitted by law our maximum liability to you as a Buyer (whether in contract, tort, negligence, misrepresentation or under any other legal head of liability) in relation to your use or inability to use or delay in use of any element of our Platform or Services shall be limited to the total monies paid by the Buyer in respect of the relevant Booking. We shall not have any liability to you (whether in contract, tort, negligence, misrepresentation or under any other legal head of liability) for any:

- i. indirect or consequential losses, damages, costs or expenses;
- ii. loss of profits (whether direct or indirect);
- iii. loss of reputation;
- iv. loss of, damage to or corruption of data;
- v. conduct or misconduct of any Buyer, Guest or PMC; or
- vi. losses caused to a Buyer, Guest or PMC, including any damage or injury suffered by any PMC, Guest or Buyer

in each case whether or not such losses were reasonably foreseeable or we had been advised of the possibility of you incurring such losses.

**15.3** PMCs are independent contractors and not agents of TrustedStays. TrustedStays is not liable for the acts, errors, or omissions, representations, breaches or negligence of any PMC.

**15.4** The Buyer expressly agrees that (except as set out in the second paragraph under “Liability” above) neither TrustedStays nor our employees or agents are responsible or liable in any way for any damage or injury which the Buyer or Guests may suffer in connection with any Property.

**15.5** The Buyer agrees to indemnify TrustedStays in full for the reasonable costs, claims, liabilities, damages, losses or expenses (including but not limited to legal costs and expenses) suffered by TrustedStays as a result of or in connection with any breach by the Buyer of these Terms (or any breach by any Guest in the Property during their Stay).

## **16. Governing Law**

**16.1** These Terms, the provision of the Platform and the Services will be governed by English law.

## **17. Dispute Resolution**

**17.1** Any dispute arising out of or in connection with these Terms (including a dispute regarding the existence, or validity of these Terms) shall firstly be set out in writing and sent to us at [queries@trustedstays.co.uk](mailto:queries@trustedstays.co.uk) where the parties will attempt in good faith to negotiate an informal resolution to such dispute. Should such dispute not be resolved within 30 days, the parties agree to refer to mediation in accordance with the model procedure of the Centre for Effective Dispute Resolution, London (“**CEDR**”), such mediation to be completed within 30 days of signature of the CEDR Mediation Agreement.

**17.2** If the parties cannot agree on mediation, then the dispute shall be resolved by arbitration with seat (or legal place) in London, England conducted in the English language by a single arbitrator pursuant to the rules of the London Court of International Arbitration (“**LCIA**”) (such arbitration to also be administered by the LCIA in accordance with those rules).

**17.3** In any such arbitration, in the event of a declared public health emergency by either the World Health Organisation (the “**WHO**”) or a national Government, as a consequence of which it is inadvisable or prohibited for the parties and/or their legal representatives to travel to, or attend any hearing ordered by the tribunal, the following shall apply:

- i. any such hearing shall be held via video or telephone conference upon the order of the tribunal;
- ii. the parties agree that no objection shall be taken to the decision, order or award of the tribunal following any such hearing on the basis that the hearing was held by video or telephone conference; and
- iii. in exceptional circumstances only the tribunal shall have the discretion to order that a hearing shall be held in person, but only after full and thorough consideration of the prevailing guidance of the WHO and any relevant travel or social distancing restrictions or guidelines affecting the parties and/or their legal representatives and the implementation of appropriate mitigation.

## **18. Interpreting these Terms**

**18.1** Except as may be supplemented by additional terms, conditions, policies, guidelines, standards, these Terms constitute the entire agreement between TrustedStays and you pertaining to your access to or use of the Platform and Services and supersede any and all prior oral or written understandings or agreements between TrustedStays and you. These Terms do not and are not intended to confer any rights or remedies upon anyone other than you and TrustedStays. If any provision of these Terms is held to be invalid or unenforceable, such provision will be struck and will not affect the validity and enforceability of the remaining provisions.

## **19. No Waiver**

**19.1** Our failure to enforce any right or provision in these Terms will not constitute a waiver of such right or provision unless acknowledged and agreed to by us in writing. Except as expressly set forth in these Terms, the exercise by either party of any of its remedies under these Terms will be without prejudice to its other remedies under these Terms or otherwise permitted under law.

## **20. Assignment**

**20.1** You may not assign, transfer, charge or otherwise dispose of your rights or obligations under these Terms without our prior written consent. We may assign, charge, novate or otherwise

dispose of our rights or obligations under these Terms without your prior written consent.

## 21. How To Contact Us

- 21.1 If you have any questions about our Terms and Conditions, please contact us at [queries@trustedstays.co.uk](mailto:queries@trustedstays.co.uk).

# Schedule 1

## Guest Obligations

The Guest agrees, warrants and undertakes (and shall remain responsible for all additional Guests):

- I. to keep and leave the Property clean, tidy and clear of rubbish and to follow any relevant recycling rules where applicable. The Guest will pay for additional rubbish removal if more than two large refuse bags are left per week or part thereof;
- II. to keep the Property and the furnishings in the same decorative condition throughout the Stay as they were in at the start of the Stay;
- III. to notify the PMC immediately (and in any event within 24 hours) of any: (i) damage to the Property or furnishings, whether caused by the Guest or any additional Guests or otherwise; (ii) issues or complaints of any nature;
- IV. not to sublicence, share possession or to allow any person other than the person named in the Booking Details (together with the named additional guests whose identity details were provided prior to check-in) to occupy the Property at any time;
- V. not to access or open any cupboard, drawers or other storage which has been marked as private. These may be identified by the application of tamper proof tape, and/or other locks or markings;
- VI. not to make any alteration or addition whatsoever to the Property;
- VII. not to display any advertisement, signboards, nameplate, inscription, flag, banner, placard, poster, signs or notices at the Property;
- VIII. not to make a copy of the set of keys provided by the Property Owner or TrustedStays or PMC or change any of the locks on the Property;
- IX. if the Guest loses the keys provided, to notify TrustedStays or PMC without delay, and bear the cost of replacement keys and locks (as appropriate at TrustedStays's absolute discretion) to a similar standard for the Property including all related costs for staff to rectify the situation. Guests acknowledge that the replacement of keys and/or locks can be expensive particularly when it is outside of standard PMC operating hours.
- X. not to smoke inside the Property, unless expressly authorised. If TrustedStays has reasonable cause to believe that a Guest has been smoking at the Property the Guest will pay an additional fee which will be payable on demand together with any additional costs incurred by the PMC for extra cleaning to the Property. Guests may smoke outside the Property if expressly authorised and provided that cigarettes (or similar) are properly disposed of;

- XI. not to cook any pungent or odorous food which may cause a nuisance to the Property Owner or the occupiers of any adjoining or neighbouring properties;
- XII. not to request any services from any porter within the building of which the Property forms part nor to make any requests of any neighbours;
- XIII. not to allow any pets or animals in the Property, unless expressly authorised;
- XIV. not to play any musical instrument or loud music between the hours of 22:00 and 08:00;
- XV. not take or remove any furnishings, property, belongings or personal effects from the Property;
- XVI. not to move any furnishings from the original position and/or room within the Property;
- XVII. to keep the Property secure at all times, including by properly managing all utilities and appliances;
- XVIII. to notify the appropriate emergency services in the event of an emergency;
- XIX. not to do or permit to be done on the Property anything which is illegal, immoral or which may be or become a nuisance (whether actionable or not), annoyance, inconvenience or disturbance to the Property Owner, TrustedStays, PMC or to any tenants or occupiers of the building in which the Property is located (if applicable) or any owner or occupier of neighbouring property (this includes nuisance caused by noise);
- XX. not to cause or permit to be caused any damage to:
- the furnishings;
  - the Property, the building in which the Property is located (if applicable) or any neighbouring property;
  - any property, belongings or personal effects at the Property, or any neighbouring property; or
  - the Service Media;
- XXI. not to obstruct the common parts, make them dirty or untidy or cause any damage to leave any rubbish on them;
- XXII. not to do anything that will or might constitute a breach of any consents affecting the Property or which will or might vitiate or invalidate in whole or in part any insurance effected by the Property Owner or TrustedStays or PMC in respect of the Property and/or the building in which the Property is located (if applicable), or increase the insurance premium(s);
- XXIII. to comply with all laws and with any recommendations of the relevant suppliers relating to the supply of electricity, gas, water, sewage, telecommunications and data and other services and utilities to or from the Property;



- XXIV. to observe all rules and regulations the Property Owner or PMC makes and notifies to the Guest from time to time governing the Guest's use of the Property and the common parts; and
- XXV. to leave the Property in a clean and tidy condition and to remove the Guest's possessions from the Property at the end of the Stay including any rubbish as instructed in any relevant Guest guide provided by the PMC
- XXVI. if applicable, not to do anything on or in relation to the Property that would or might cause the Property Owner to be in breach of its covenants as a tenant; and
- XXVII. to vacate the Property on the end of the Stay at the agreed check-out time and to leave the Property in the same condition as it was in at the start of the Stay.

In the event of an unauthorised occupation of the Property, including continued unauthorised occupation of the Property after the Stay end date, PMC reserves the right to enter the Property, remove the Guest belongings, change the locks and take any further action as may be necessary to recover possession of the Property and all additional costs and expenses incurred by TrustedStays/PMC in doing so shall be payable by the Guest on demand.

The Guest shall indemnify TrustedStays and the Property Owner and the PMC against all liabilities, costs, expenses, damages and losses (including but not limited to any direct, indirect or consequential losses, loss of profit, loss of reputation and all interest, penalties and legal costs (calculated on a full indemnity basis) and all other reasonable professional costs and expenses) suffered or incurred by TrustedStays, the PMC and/or the Property Owner arising out of or in connection with:

- i. the Guest's breach or negligent performance or non-performance of these obligations;
- ii. loss or damage to the Property or Common Parts by the Guest;
- iii. theft, damage to, or duplication of the key(s) or lock(s) to the Property; and
- iv. the enforcement of these obligations.