

## Policy terms Charming Apartments Ltd

By booking accommodation with Charming Apartments Ltd you are agreeing to the following terms and conditions.

### 1. The Booking

- 1.1 Your booking is with Charming apartments Ltd which is a Limited Company registered in England and Wales, company number 14232887 in England and Wales.
- 1.2 These terms apply to bookings made via the Charming Apartments Ltd website, Booking.com, Airbnb, by email or telephone or in person with Charming Apartments Ltd. Bookings made via Booking.com will additionally be subject to Booking.com's and Airbnb's terms and conditions.
- 1.3 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.
- 1.4 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.
- 1.5 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 9:00pm on the first night of your stay.
- 1.6 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.
- 1.7 You may not resell or re-assign your booking to any other person or organisation except with the express authority of Charming Apartments Ltd.
- 1.8 We reserve the right to request identification from all people staying at the property.

### 2. Payment and Cancellations

- 2.1 All payments shall be made by Credit or Debit Card, or bank transfer, Airbnb or Booking.com.
- 2.2 Full payment is required upon the booking unless expressly agreed otherwise by Charming Apartments Ltd or if the 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 the 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 Charming Apartments Ltd 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 Both Charming Apartments Ltd and you may cancel the booking at any time up to 28 days prior to the first day of your booking check in with Charming Apartments Ltd in which case a full refund will be made to you.
- 2.5 If you cancel the booking within 28 days of the first day of your booking, then Charming Apartments Ltd reserves the right to retain the full amount paid. Any refund will be at Charming Apartments Ltd's entire discretion unless it is able to book out the

accommodation to other guests, in which case it shall make a refund to you of your booking cost, less any difference in price where the replacement booking was off a lesser value.

- 2.6 Charmin Apartments Ltd reserves the right to cancel bookings within 7 days of the first day of the reservation where it is necessary due to reasons outside of Charming Apartments Ltd.'s 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. Your stay

- 3.1 Check-in time is from 3pm and check-out time is no later than 10am, unless expressly agreed by Charming Apartments Ltd otherwise. Charming Apartments Ltd 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 Charming Apartments Ltd provides serviced accommodation rather than a hotel or guest house service. Charming Apartments Ltd do not provide meals or newspapers.
- 3.3 Included in your room/apartment will be linen and towels.
- 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 Smoke in the premises. All rooms and common spaces in our accommodation is strictly non-smoking – you and other guests may only smoke outside of the premises.
  - 3.4.2 Bring any pets into the premises, except for assistance dogs or unless expressly agreed by Charming Apartments Ltd.
  - 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 property of Charming Apartments Ltd.
  - 3.4.6 Use any technology provided by Charming Apartments Ltd to download or access any unlawful or obscene material.
  - 3.4.7 Cause unreasonable disturbance to our other guests or to any staff of Charming Apartments Ltd.
  - 3.4.8 Make excessive noise particularly after 11pm especially from TV's and other electronic devices.
  - 3.4.9 Fail to return your room keys/fobs/cards at the end of your stay as, in the interests of security, we may have to replace the corresponding locks.

### 4. Damage, theft, and costs

- 4.1 Charming Apartments Ltd 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 Charming Apartments Ltd 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 the property which are stolen from the accommodation during your stay.

- 4.1.3 Any breach of our non-smoking policy. A standard charge of £100 will be charged to your credit/debit 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 £100 will be charged to your credit/bank card where we find evidence of illegal substances within the accommodation to cover the responsible removal and additional cleaning costs, but we reserve the right to charge additional amounts should there be reasonable requirement to do so.
  - 4.2 Such costs may be charged on check-out but Charming Apartments Ltd reserves the right to apply such charges to your credit/bank card at a later date where necessary.
  - 4.3 Where IHH 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 Charming Apartments Ltd 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 Charming Apartments Ltd's 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
    - Emergency Call out charge (outside working hours) – £150.00
    - Excessive cleaning - £30.00 per hour
    - Disruption / Noise complaints / Disruptive Social Gatherings – £150.00
    - Inappropriate items flushed down toilet - £150.00
    - Late check-in (after 9pm) must be authorised by Charming Apartments Ltd, additional fees might be charged.
    - Late check-out (after 10am) must be authorised by Charming Apartments Ltd, additional fees might be charged.
    - Damaged items and/or decor/furniture/fittings - case by case basis to cover repair/replacement.
- 5. Privacy, Data Protection and Credit/Debit Card Security
  - 5.1 Charming Apartments Ltd processes information about you that you provide when making a reservation and/or upon check-in in accordance with our privacy policy. By providing this information you consent (on your behalf and on behalf of each member of your group) to such processing and you warrant that all information provided by you is accurate.
- 6. Complaints
  - 6.1 Charming Apartments Ltd 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 Charming Apartments Ltd 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 Charming Apartments Ltd may properly investigate your complaint.

- 6.4 Your complaint will be dealt with by an appointed member of the Charming Apartments Ltd management team. Charming Apartments Ltd aims to respond to formal complaints within 2 days but if this will not be possible IHH will notify you of this and of when it expects to respond. Charming Apartments Ltd will set out the outcome to your complaint in writing.
- 6.5 Charming Apartments Ltd reserves the right to reject without further investigation any vexatious complaint or complaint made in bad faith.

Email address: [info@charmingapartments.co.uk](mailto:info@charmingapartments.co.uk)

Postal address: Flat 5, 2 Freehold Street, Liverpool, L7 0JJ

## 7. Limitation of Liability

- 7.1 The liability of Charming Apartments Ltd to you under these terms and conditions shall be limited to the total value of your booking.
- 7.2 Charming Apartments Ltd 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 Charming Apartments Ltd 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 Charming Apartments Ltd.
  - 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.
  - 7.3.7 Loss of your goods on the premises. Charming Apartments Ltd shall not be liable for any lost or stolen goods that belong to you throughout your stay. You are responsible for always ensuring the safety of your goods throughout your stay.

## 8. 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.

## 9. 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.

## 10. 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.

## 11. Third party rights

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

## 12. Jurisdiction

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

## Privacy Policy

The privacy and security of your information is very important to us. Whether you are booking a room or just a prospective client browsing our website (the "Site") and looking at our property/services, we want you to trust that the information that you have provided to us is being properly managed and protected.

This Privacy Policy is issued by Charming Apartments Ltd, which includes its parents, subsidiaries, and affiliates, and covers information collected and used by the Hotel in the course of its business. Your information may be collected and used by the Hotel through your use of this Site. We have prepared this Privacy Policy to explain more about how we collect and manage your information.

Information we collect:

Information you give us. In your use of the Site, you may provide us with various information that personally identifies you. For example, we collect information from you when you make a booking through our reservation system or stay at our accommodation. Information collected during the course of the reservation and during your stay may include:

- Your name, email address, home and business address, phone number, nationality and payment card information; and
- Information such as stay and room preferences made during the course of your reservation such as your preferred room type and specific requests to IHH.

This information may be provided to us directly when you make a reservation through our reservation system, through our websites, directly at the hotel or through mobile applications. In some cases, we may receive this information from a third party, such as when you book through an online travel agency or hotel booking site.

Information we get from your use of the site: We also collect information from you when you browse the Site, use our mobile applications or participate in certain services of IHH, such as wireless internet services. In these instances, information such as your country information, internet protocol ("IP") address, media access control address and other characteristics about your system or device may be automatically collected. This information may be collected for functional purposes as well as to improve your experience when using these services. This information may also be used for aggregated trend and statistical analysis, and for showing you more relevant advertisements and messages. Site usage may also provide us with other information including, without limitation, domain server, type of computer, and type of web browser and other relevant information about your online experience and use of the Site.

Information stored on your computer (cookies). When you visit this Site, the IHH may store some information on your computer. This information will be in the form of a "cookie" or similar file and can help us maintain and improve this Site. A "cookie" is a small amount of data that is transferred to your

browser by a Web server and can only be read by the server that gave it to you. It functions as your identification card, recording such things as Internet addresses, passwords, and preferences. When you visit the website again, the cookie allows that site to recognize your browser. It cannot be executed as code or deliver viruses. With most Internet browsers, you can erase "cookies" from your computer hard drive, block all "cookies," or receive a warning before a "cookie" is stored. Please refer to your browser instructions to learn more about these functions.

**How we use this information:** We use the information collected from you primarily to fulfill your reservation. Prior to your stay, this may include sending your information to IHH or sending you pre-stay communications. Following your stay, we may also send you post-stay communications and satisfaction surveys to get feedback on your experience.

In some instances where we have your consent or where permitted under applicable law, we may send you marketing communications (which may include text messages) for products and services that we believe would be relevant for you. We also may use information related to your stay to display targeted advertisements on our websites or on third party websites or to send you more relevant messaging. Additionally, we use this information for purposes of aggregated trend and statistical analysis to evaluate and improve our products and services, plan new hotel locations and services and other market research.

**Who we share your information with:** We will share your information with IHH to fulfill your reservation. We may also share your information with third party service providers to provide services in relation to our business as well as to help us improve our products and services. For example, we might use a third party or a third party product for the purposes of market research and data analytics. In certain instances, subject to local consent requirements, third party service providers may also assist us with various marketing campaigns. We may also share your information with third parties to extend special offers about their own products and services to you. Any such parties will need to agree to comply with our privacy requirements before we provide them with information.

Aside from the purposes described above, we do not share your stay information with any other third parties unless we have your consent or under special circumstances, such as:

- when we believe in good faith that the disclosure is required by law or to protect the safety of hotel guests, employees, the public or the accommodation's property;
- when disclosure is required to comply with a judicial proceeding, court order, subpoena, warrant or legal process; or
- in the event of a merger, asset sale, or other related transaction.

There may be other times when we collect and use personal information, for example if you choose to participate in one of our competitions or sweepstakes, sign up to receive our newsletters or other special offers and promotions, download one of our mobile applications or participate in one of our other services. In these instances, we will collect information from you for running and administering the respective competition, sweepstakes or service that you have elected to participate in. The information collected may include personal details such as your name, address, and contact information, as well as certain demographic information. In each case, we will collect, use and secure your information in a manner consistent with the general principles set out in this Privacy Policy unless we tell you otherwise.

#### Data Transfer

As IHH is affiliated with other accommodation providers owned by affiliated companies, the information that you provide us during the course of a reservation or through the provision of any other services may be transferred to any of our affiliated entities and properties around the world for the purposes of carrying out or facilitating these services.

#### Location information and services:

We may receive information about your location during the course of and for the purpose of providing you the services described above through your use of our websites and mobile applications. For example, if you are using our mobile applications and have consented to sharing your location information with us, this information might be collected through GPS or Bluetooth technologies to enable us to provide certain services to you such as customized offers and promotions. In addition to your use of our websites and mobile applications, we may also receive location information from wireless networks or cellular towers in proximity to your mobile device, through your internet protocol ("IP") address or through your use of other services we provide at our hotels, such as wireless internet services. We may also have access to location information that you provide to us through your use of social media, such as when you "tweet" your location. Your location preferences can be set or modified at the device level or through modifying your settings with the relevant social media platform.

#### Social Media:

We may use various social media features such as the Facebook "Like" button on our websites and mobile applications. Certain information may be shared or otherwise provided to us through your use of these features in conjunction with our services and programs. Subject to your account and privacy settings, we may also be able to see information that you post when using these social media platforms whether or not you are using one of our services. In some instances, depending on the circumstances, we may contact you on these social media platforms. The information you post on social media sites as well as the controls surrounding these disclosures are governed by the respective policies of these third parties.

#### How we secure your information:

We are committed to protecting the confidentiality and security of the information that you provide to us. To do this, technical, physical and organizational security measures are put in place to protect against any unauthorized access, disclosure, damage or loss of your information. The collection, transmission and storage of information can never be guaranteed to be completely secure, however, we take steps to ensure that appropriate security safeguards are in place to protect your information.

#### Managing your preferences and information:

We want to ensure that you have the necessary tools at your disposal to control the information that you provide to us, including how we communicate with you. It is also important that you contact us to update your information if any of it is inaccurate or changes.

#### Managing your information:

Through the provision of the services described above, we and in some instances our third party partners and service providers, may communicate with you in relation to a reservation or to support any other services that we provide.

In the event any information that you provide to us is inaccurate and changes need to be made or you would like certain information deleted, your information can be updated on the Site or by contacting a customer service representative at IHH. Please note that in some instances it may not be possible to delete certain pieces of your information. In other instances, we may not have the ability to delete certain pieces of information that are stored on our systems or that have been provided to third parties in connection with the services discussed in this Privacy Policy.

#### Links to other sites:

Our websites and applications may contain links to websites that are maintained and/or controlled by third parties. We make no representations or warranties with respect to such third-party websites. We encourage you to review the privacy policies of these third party websites as their privacy practices may differ from ours.

#### Children:

Our websites are not intended for children and we do not intentionally solicit or collect personal information from individuals under the age of 18. If we are notified or otherwise discover that a minor's personal information has been improperly collected, we will take all commercially reasonable steps to delete that information. In limited instances, we may have a campaign or program targeted towards children. In these instances details on the information practices will be presented within the terms and conditions of the program or campaign.

Changes to this privacy policy:

In some instances, we may have to change, modify or amend this Privacy Policy in order to comply with the evolving regulatory environment or the needs of our business. We reserve the right, at any time and without notice, to add to, change, update or modify this Privacy Policy, subject to any applicable legal requirements.

#### Our Details

Charming apartments Ltd, registered in England and Wales, company number 14232887.

Address: Flat 5, 2 Freehold Street, Liverpool, L7 0JJ

Email: [info@charmingapartments.co.uk](mailto:info@charmingapartments.co.uk)

We aim to respond to all legitimate requests within one month of receipt of the request, however should your request be complex we may take slightly longer to process your data (up to an additional two months). In prolonged cases, we will contact you within the initial month of the request being submitted with an estimated response time.

You have the right to take any complaints about how we process your personal data to the Information Commissioner:

<https://ico.org.uk/concerns/>

0303 123 1113.

Information Commissioner's Office

Wycliffe House

Water Lane

Wilmslow Cheshire

SK9 5AF