



Terms and Conditions- Sustainable Stays @ LindenHillHomes

By booking accommodation with LindenHillHomes and related entities you are agreeing to the following terms and conditions.

1. The Booking

Your booking is with Linden Hill Capital Homes ESA Ltd (trading as SustainableStays @LindenHillHomes) which is a Limited Company registered in England and Wales whose company number is **10874275** and registered address is **55 Grosvenor Street, London, United Kingdom, W1K 3HY**.

1.1. References to '**you** or **you're**' are references to the person or organisation making the booking with Linden Hill Capital Homes ESA Ltd who will be referred to as '**us, we and our**' in this document.

1.2. These terms apply to bookings made via Linden Hill Capital Homes ESA Ltd website, by email, telephone or in person with Linden Hill Capital Homes ESA Ltd. Bookings made via Booking.com, Tripadvisor, AirBnB, Homeaway or other booking platforms will be subject to their terms and conditions and in addition our own terms noted here.

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 five months. Bookings must be made at any time up to 24 hours prior to your stay to enable us to check your status and credit card details are correct.

1.6. Bookings may only be made by a person aged 21 or above staying in the accommodation, all other guests must be aged 21 and over, with the exception of dependent children under the age of 16 who must be accompanied by an adult. Upon making a reservation the lead guest must send ID as soon as possible, along with ID of any other guests that are staying at the property when requested.

1.7. You may not resell or re-assign your booking to any other person or organisation except with the express authority of Linden Hill Capital Homes ESA Ltd. The apartment must only be occupied by the guests in his/her specified group. Any additional/unauthorised guests will be charged at a rate of £15 per adult per night and £10 per child per night subject to maximum occupancy rules.

2. Payment and Cancellations

2.1. All payments shall be made by Credit or Debit Card. We do not charge booking fees or credit/debit card fees. A security deposit of **£200** will be charged up to 24 hours before your arrival; and is held should there be any damages or failure to comply with the house rules and our T&C's. The security deposit will be released upon check-out once the apartment has been checked over and all keys have been returned. Please note that any bookings not made directly through our website or booking system will be subject to the payment and cancellation terms specific to the online travel agents, such as airbnb and booking.com where the cancellation and payment terms may differ.

2.2. Fully Refundable Rate

Full payment should be made within 24 hours of receiving the booking confirmation and/or payment request.

Non- Refundable Rate

Full payment should be made within 24 hours of receiving the booking confirmation and/or payment request.

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 Linden Hill Capital Homes ESA 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. **Cancellation Policy**

Both Parties have the right to cancel the reservation at any time however the cancellation period will affect any refunds or charges.

2.5. **Fully Refundable Cancellation Rate**

If you cancel the booking more than 7 days from your arrival date then you will be refunded the full amount (only if you have already been charged for your reservation).

Non- Refundable Cancellation Rate

If a reservation is made or you wish to cancel the booking less than 7 days prior to your arrival date then we reserve the right to retain 100% of the full amount paid.

2.6. We reserve the right to cancel bookings where it is necessary due to reasons outside of our 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. Early departures are treated as a cancellation and no refund will therefore be made for any remaining number of nights guests are therefore advised to ensure against cancellation during your stay.

Your Stay

3.1. Check-in time is from **3pm** and check-out time is no later than **10am**, unless agreed with us otherwise. We may request an additional payment for early check-in or late check-out. Information on the check-in and check-out procedure and access to the accommodation will be provided in a separate email 24 hours before your stay.

3.2. Linden Hill Capital Homes ESA Ltd provide self catering serviced accommodation rather than a hotel or guest house service. As such we do not provide meals or breakfast.

3.3. Included in your room/apartment will be linen and towels, shower gel and shampoo. A cleaning service is provided and further information is available on request.

3.4. Your accommodation will also include a supply of coffee, tea and long-life milk.

3.5. 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:

3.5.1. Smoke in the premises. All rooms and common spaces in our accommodation is strictly non-smoking;

3.5.2. Bring any pets or animals into the premises, with the exception of assistance dogs or agreed by us;

3.5.3. Bring any potentially dangerous or hazardous materials or equipment onto the premises;

3.5.4. Tamper with any fire alarms or emergency equipment;

3.5.5. Remove, damage or destroy any of our property;

3.5.6. Use any technology provided by us to download or access any unlawful or obscene material;

3.5.7. Cause unreasonable disturbance to our other guests or anyone else who resides in the building;

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

- 3.5.9. Move, tamper or re-arrange any of the furniture and fixings;
- 3.5.10. Obstruct any access routes/fire escapes in the apartment or building;
- 3.5.11. Host any type of party or social gathering;
- 3.5.12. Do or assist in any illegal activities whilst staying in the apartment; or activities that we consider to be inappropriate, immoral or offensive.

Failure to comply with these rules may result in the loss of your security deposit.

Surveillance

Please note that some of our apartments have security devices fitted at the front of the property for the protection of our guests and residents;

Ring.com

Door bell camera with audio/video recording, fitted to the outside of the front door and it will be recording at all times including during a reservation. Please note the device only records movement and audio outside of the apartment front door.

Minut Noise Detector

Noise monitoring device fitted inside the property which only monitors noise levels and does not record conversations at any time.

Services and Utilities

We cannot be held responsible for failure or interruption of services within or outside of the apartment or building - this includes utilities (water and electric), all appliances, wi-fi and internet services. We cannot be held responsible for inconveniences such as noise, access or supply of services caused by engineering or repair works within or in another part of the property.

Right of Entry

We reserve the right to enter the accommodation at any time in case of remedial maintenance, repairs or inspections or in the event that we believe the accommodation is being used for any dangerous, offensive or immoral activity.

4. Damage, theft and costs

4.1. We reserve the right to retain or charge a security deposit of **£200** to provide an reimbursement to us in respect of but not limited to:

- 4.1.1 The cost of replacing or repairing any property of ours including furniture, upholstery, fittings, appliances or other fixtures and items which are damaged during your stay either accidentally or intentionally including any damage caused by pets;
- 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. Where we find evidence of smoking within the accommodation we reserve the right to charge additional amounts to cover any damage or extra cleaning costs caused by smoking;
- 4.1.4 The loss of keys or access fobs;
- 4.1.4 Any anti-social behaviour, excessive noise or complaints;

Extra Cleaning Costs

- 4.1.6 Should the apartment not be left in a suitable condition we reserve the right to charge extra cleaning costs upto **£200** if 3rd party services are needed such as carpet cleaners.
- 4.2. Such costs may be charged after check-out and we have the right to apply further charges to your card where we see fit should any damages or loss by us be deemed excessive.
- 4.3. Where we are 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. We will provide a receipt including a break-down of costs for all additional charges made to your credit or debit card. Should it become necessary to issue legal proceedings for the recovery of any monies due then we reserve the right to claim legal fees, court costs and interest pursuant to s.69 of the County Court Act 1984.

5. Privacy, Data Protection and Credit/Debit Card Security

- 5.1. Linden Hill Capital Homes ESA Ltd processes information about you that you provide when making a reservation and/or upon check-in in accordance with our **GDPR 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 please see our full **GDPR Privacy Policy**.
- 5.4. We may use a secure 3rd party service to process card payments. This service is PCIDSS compliant and allows us to make charges to your credit and debit card in accordance with these terms.

6. Complaints

- 6.1. Linden Hill Capital Homes ESA Ltd want 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 we 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 we may properly investigate your complaint.

- 6.4. Your complaint will be dealt with by an appointed member of the company. Linden Hill Capital Homes ESA Ltd aims to respond to formal complaints within 2 days but if this is not possible we will notify you of this and of when we expect to respond. We will set out the outcome of your complaint in writing.
- 6.5. Linden Hill Capital Homes ESA Ltd reserves the right to reject without further investigation any vexatious complaint or complaint made in bad faith.

Email address: info@lindenhillhomes.co.uk

Postal address: 55 Grosvenor Street, London, W1K 3HY

7. Limitation of Liability

- 7.1. The liability of Linden Hill Capital Homes ESA Ltd 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. Linden Hill Capital Homes ESA 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. Linden Hill Capital Homes ESA 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 Linden Hill Capital Homes ESA 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. Global pandemic
 - 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 Linden Hill Capital Homes ESA Ltd liability for death or personal injury or in respect of fraudulent misrepresentation.
- 7.5. Linden Hill Capital Homes ESA Ltd shall not be liable for guest belongings lost, damaged or stolen.

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.