



## Kennet Serviced Apartments

### **Terms and Conditions ("Terms")**

Please read these Terms and Conditions ("Terms", "Terms and Conditions") carefully before using the [www.kennetapartments.com](http://www.kennetapartments.com) website (the "Service") operated by Kennet Apartments Ltd (" us' 'we", or "our") registered in England under number 10304399 and whose registered office is 102 Elm Road, Earley, Reading RG6 5TD, UK

These conditions apply to all bookings made with Kennet Apartments Ltd

And

You as the "booker", accept these conditions yourself and on behalf of all members of your party whether you are booking as a guest or on behalf of others regardless of whether the booking is made by telephone, by e-mail, through our website or by any other means. By staying at a Kennet serviced apartment you are adhering to the terms and conditions set by the company.

Your access to and use of the Service is conditioned on your acceptance of and compliance with these Terms. These Terms apply to all visitors, users and others who access or use the Service.

By accessing or using the Service you agree to be bound by these Terms. If you disagree with any part of the terms, then you may not access the Service.

### **Links to Other Web Sites**

Our Service may contain links to third-party web sites or services that are not owned or controlled by [www.kennetapartments.com](http://www.kennetapartments.com).

[www.kennetapartments.com](http://www.kennetapartments.com) has no control over, and assumes no responsibility for, the content, privacy policies, or practices of any third-party web sites or services. You further acknowledge and agree that [www.kennetapartments.com](http://www.kennetapartments.com) shall not be responsible or liable, directly or indirectly, for any damage or loss caused or alleged to be caused by or in connection with use of or reliance on any such content, goods or services available on or through any such web sites or services.

We strongly advise you to read the terms and conditions and privacy policies of any third-party web sites or services that you visit.

### **Rates**

The rates we advertise are to the best of our knowledge correct at the date of publication, but we reserve the right to change any rates from time to time. Rates can go up or down. Rates quoted are based on the rates

prevailing at the time a booking is confirmed. Rates will be quoted in pounds sterling. Once a booking has been confirmed, Kennet Apartments will not change the rate quoted unless you amend the booking.

## **Booking**

Any booking made by you shall be deemed to be an offer by you to rent the relevant apartment(s) subject to these conditions. Bookings are confirmed when Kennet Apartments has accepted the booking by sending you a confirmation by email and has taken payment in full, unless otherwise agreed in writing. For any booking to be confirmed by Kennet Apartments, a payment date and method must be agreed in advance. This applies whether you are booking by telephone, email or via our website. In addition, by visiting or using our website, you agree to comply with the Site Terms and these booking conditions.

We reserve the right to refuse, at our sole discretion, any booking you make with us.

In respect of bookings made by Kennet Apartments on your behalf, we may act as an introductory agent on behalf of our preferred suppliers. Your contract for such bookings will be with the actual preferred supplier. All such bookings will also be subject to the relevant preferred supplier's conditions in addition to these conditions. The Booker will be notified at the time of booking if the apartment being offered is operated by a preferred supplier and also if further preferred supplier's conditions will also apply. A copy of our preferred supplier's terms and conditions are available upon request.

Should payment not reach Kennet Apartments within the required time, we reserve the right to suspend or cancel any bookings made and any deposit paid may be forfeited. Any late payments will result in interest being charged on the sum due at a rate that is 4% above Bank of England base rate for the period concerned.

Where Kennet Apartments is unable to confirm the initial requested accommodation, Kennet Apartment will endeavour to provide a similar alternative and an email or other notification will be sent to inform you of the details. Kennet Apartments will endeavour to hold the reservation for 48 hours in order for you to signify acceptance by making payment in full.

As soon as your confirmation and invoice are received, please check the details carefully, If anything is not correct you should notify Kennet Apartments immediately. Kennet Apartments cannot accept any liability if we are not notified of any inaccuracy in any documentation within 48 hours of it being sent out. If there is an obvious error in the booking confirmation or invoice, Kennet Apartments reserves the right to correct it as soon as we become aware of it

It is the responsibility of the Booker to notify Kennet Apartments at the time of booking of the names of all of the relevant guests and whether they are adults or minors and to supply a contact telephone number or e mail address of the prospective guest. Bookings for accommodation will require the full names and contact details of each adult guest staying at the apartment' Passport, visa and health requirements for you and your party are your responsibility.

Kennet Apartments will endeavour to assist guests with special requirements. Please ensure Kennet Apartments is made aware in advance, of any special requirements, at the time of booking. Although we will do everything possible to meet reasonable requests no guarantees can be given that any request will be met. Access information to all Kennet Apartments properties is available on request.

## **Accommodation & Occupancy**

Kennet Apartments will provide you with the accommodation specified as per the booking confirmation, or of a similar standard and location, to live in from the specified arrival date to the specified departure date at the daily rate shown on the booking confirmation.

The permitted occupier/s must not do anything, or allow anything to be done, which may be a nuisance or annoyance to Kennet Apartments and its occupiers or the occupiers of any adjoining premises or which may

alter or cancel the insurance of the property. Guests are required to behave in a responsible manner, respect the apartment, its environment and their fellow guests and keep noise to a minimum between the hours of 9pm and 7am. This includes causing any sort of nuisance or disruption to fellow guests or using threatening or abusive behaviour towards a member of staff on the phone, in writing or in person.

Kennet Apartments has a 'zero tolerance' to abusive or threatening behaviour. In these cases, Kennet Apartments reserves the right to cancel any booking with immediate effect and without refund.

Kennet Apartments will arrange the cleaning of the accommodation and launder the linen when requested unless otherwise specified.

Kennet Apartments will pay for the gas, electricity, water and cable or satellite TV where provided, broadband connection and Council Tax.

Kennet Apartments will coordinate the maintenance and service of the property including all appliances and furniture when necessary on reasonable notice.

All apartments are occupied as serviced apartments and on the basis that no rights of tenancy are created, if this contract is with an individual person (as opposed to a company) then by entering into this agreement the person is declaring that the apartment booked is not his/her principal place of residence.

Please take note of the maximum number of people per apartment, if this is found to be exceeded there will be an automatic charge of the daily rate for an additional apartment with the required accommodation to house those individuals.

Studio apartment - maximum occupancy is two people.

One-bedroom apartment - maximum occupancy is two people.

Two-bedroom apartment - maximum occupancy is four people.

Maximum allowance for additional fold up beds and/or baby cots in an apartment is one. Guests are responsible for their visitors. Kennet Apartments operate a strict 'no parties' policy

Any guests who do not comply with these Terms and Conditions, and who use the accommodation for any illegal or unauthorised purpose may be asked to find alternative accommodation

### **Payment and Payment Methods**

Full payment for the rental is due no later than 14 days prior to the arrival day unless otherwise agreed.

Payment can be made through any of the following methods:

Bank Transfer: Pounds Sterling (bank details are available on request).

Card Payments: Pound Sterling (paid over the phone using a VISA Credit/Debit or Mastercard Credit/Debit only)

Cash Transfer: Pounds Sterling (Invoice available on request)

### **Security Deposit**

A Security deposit to cover any additional charges, including breakages, damages and additional cleaning incurred during your stay, may be taken at the time of booking or on arrival at the apartment. Kennet Apartments reserves the right to deduct from the Security deposit, without further notice, all amounts

chargeable under these Booking Conditions, including, further accommodation charges. Kennet Apartments reserves the right to vary additional charges without notice.

### **Cancellations**

Once a booking has been confirmed by Kennet Apartments, should you wish to cancel your booking, any request for cancellation must be confirmed in writing.

Refunds will not be made for non-arrivals. Non-arrivals will be treated as a cancellation and will be subject to a 100% cancellation charge.

Unless otherwise agreed, you may cancel this agreement at any time without penalty by giving notice of at least 14 days before the booked arrival day.

Cancellations, either before or after the booked arrival date, must serve a 14-day cancellation notice. Cancellations within the 14-day period will incur a charge of one week's rental or the total amount due, whichever is the lower.

If you wish to cancel or change an extended booking (see "Extensions" below), the 14-day cancellation policy will apply equally to extended bookings. These charges apply to notification advised prior to arrival and/or during your stay.

Kennet Apartments reserves the right to treat an early departure or reduction in the number of nights or apartments booked which results in a reduction in the overall charges payable as a cancellation.

Kennet Apartments does not expect to have to make any changes to your booking. However occasionally bookings have to be Kennet Apartments changed or cancelled or errors in information or other Kennet Apartments details corrected and Kennet Apartments reserves the right to do so. If this does happen, Kennet Apartments will contact you by telephone or email where reasonably possible to explain what has happened and inform you of the cancellation or change.

If a change has to be made (and the change is not acceptable to you) or your booking has to be cancelled Kennet Apartments will, if possible and as soon as is reasonably practical, offer you an alternative apartment of similar type and standard in a similar location for the same period.

If you do not wish to accept a change or any alternative apartment offered, or Kennet Apartments cannot offer you a suitable alternative apartment, you may be entitled to cancel your booking and receive a full refund dependant of circumstances, unless this is the result of an event beyond our control (see "Liability" below). You should tell Kennet Apartments within one working day of receipt of notification of any change, whether you wish to accept any change or alternative apartment offered or alternatively if you want a refund.

### **Booking Extensions**

Extensions for current bookings are subject to availability and availability must be confirmed with Kennet Apartments. Extensions are under the same terms and conditions as the initial booking.

### **Additional Charges (Parking/Specific needs – To be mentioned at the time of booking)**

There may be additional charges for secure parking, baby cots. The requests for these services MUST be made at the time of booking and the rates for these services will be specified in the booking confirmation. Payment for these is due in advance of the arrival date.

### **Arrival**

Check-in is from 2.00 p.m. on the day of arrival unless otherwise agreed. Arrival and key collection information will be provided before the check in time via email or booking platform messaging system.

An early check in cannot be guaranteed unless the booking is made from the night before arrival unless otherwise agreed.

If an Out of Office Hours check in has been requested, it is essential that the guest makes a phone call to the Kennet Apartments Emergency Telephone Number (stated in the "contact us" page) and our guest services team will do their absolute best to guide you and help talk you to your destination. (Additional Charges may apply).

The key collection details will be provided to the Booker/individual prior to the check-in date and can be found within the welcome letter sent via email. Key Safe codes and other relevant details will only be provided after a booking is confirmed. It is then the Booker's responsibility to ensure that the guests have the key codes and other relevant information, provided to them by Kennet Apartments, to allow guests to access the apartments.

### **Departure**

Guests must depart by 10.00 a.m. on the day of departure unless otherwise agreed. Should the guest wish to check out at a later time, they must contact Kennet Apartments a minimum of 48 hours prior to departure to enquire whether this is possible, this will incur an additional charge. Kennet Apartments reserves the right to charge an additional night for any late check out where agreement has not been granted by Kennet Apartments

Kennet Apartments expects the apartments to be left in a reasonable state on departure. If, at Kennet Apartment's discretion, additional cleaning is required on departure, the cost of this cleaning will be charged as an additional charge. In addition, if an apartment is deemed unfit for occupation due to damage caused to interior décor or furnishings, the booker will be obliged to pay compensation to Kennet Apartments at the daily rate agreed at the time of booking until the apartment has been able to be returned to the condition on the booked arrival day in addition to the costs of cleaning and repair.

### **Insurance**

Kennet Apartments does not provide insurance for your personal belongings or vehicles, nor is this provided under the insurance cover for your accommodation. It is therefore advised that you make arrangements for insurance cover for your personal belongings.

### **Pets**

We regret that no animals whatsoever are allowed in the accommodation.

### **No Smoking**

All of Kennet Apartments buildings and apartments are NO SMOKING. Smoking in the internal communal areas of any apartment building is against UK law. In addition, it is the guest's responsibility to ensure that no one smokes in the property. If an instance of smoking in the apartment is reported by housekeeping or management, a charge of £200.00 will be made to cover additional cleaning.

### **Keys**

Kennet Apartments will issue the guest with sets of keys (as relevant) and extra keys are available on request. It is the responsibility of the guest, to keep the keys secure and ensure the property is kept locked at all times. If at the end of their stay the guest does not return all of the keys that have been allocated, we will organise

for the locks at the property to be changed. A charge of £180.00 will be charged to the guest. If keys are lost at any time during their stay, the guest must notify Kennet Apartments immediately, and we will organise for the locks at the property to be changed. A charge of £180.00 will be charged to the guest. If the property is not kept secure the guest will be held responsible for any loss or damage to the property or Kennet Apartments owned possessions.

Should the guest require assistance due to lost keys, mislaid keys or being locked out of their apartment, Kennet Apartments reserve the right to charge an additional out of hours call-out fee of £50.00.

### **Damages**

We expect our apartments to be left in a reasonable state of repair and cleanliness on departure. Please advise Kennet Apartments immediately if anything becomes broken or damaged. You must return the accommodation and its contents in exactly the same condition as they were when you arrived, and not alter them in any way. If, at our discretion, additional works are required on departure to return the apartment to a reasonable state, the cost of these works will be charged as an additional charge to the card holder. If the apartment is deemed unfit for occupation, the client will be obliged to pay compensation to Kennet Apartments for any loss of revenues in addition to the costs of cleaning and repair. When the duration of the reservation is in excess of 28 days, a discretionary final cleaning charge of up to £90.00 may be charged.

Damages to the apartment or contents caused by the guest must be paid in full by the Booker. It is the responsibility of the guest, to check the apartment and to advise Kennet Apartments of any discrepancies within 24 hours of check-in. If upon check-out any items in the apartment are found to be damaged or missing, Kennet Apartments reserve the right to charge the guest, for the replacement of those items. In the event of any breakages or damages discovered after the guest vacates, Kennet Apartments will notify the Booker by e-mail within 2 weeks of the guest's departure, providing a detailed breakdown of the applicable charges and the cost of rectifying them. Where possible, Kennet Apartments will supply photographic evidence of any damages caused by the guest.

### **Illegal Activities (Unsocial Behaviour, Terrorism and Prostitution etc)**

Any guests/visitors involved or found to be in any unsocial or illegal activities such as terrorism, prostitution etc. Kennet Apartments will hold the right to come and inspect the premises without notice and take action against such activities, individuals & guests and everyone will be removed from the apartments without further notice and Kennet Apartments will not refund your deposit if any paid. It is Kennet Apartments discretion to decide on such cases. Kennet Apartments can take the help of Police or Legal advisors and may take action towards the booker.

### **Broadband/Wi-Fi**

Guests are strictly prohibited from using the broadband and the internet service for the accessing of any pornographic or other illegal sites and material. Where broadband/Wi-Fi is offered, Kennet Apartments will make every effort to ensure that the service is available at all times, but Kennet Apartments cannot guarantee any internet, connection speed or broadband connection availability.

Use of the internet is entirely at the guests own risk and is provided on the understanding that under no circumstances will Kennet Apartments be held responsible for any actions that may arise from the use of a guest's internet connection. Kennet Apartments reserves the right to pass on any records to the authorities if required to do so. Kennet Apartments accepts no responsibility for any virus that may be received following a guest's use of the internet. we recommend that your equipment utilises sufficient software protection.

### **Client Details Form**

Upon check-in, the guest will be required to complete a Customer Registration Form, which provides Kennet Apartments with all relevant contact details as well as confirmation by the guest that they agree to be bound by Kennet Apartments terms and conditions, which are specific to how we would expect them to treat the apartment.

### **Housekeeping**

Housekeeping service available on request. (Charges Apply) Kennet Apartments will however be flexible when possible if given 24 hours' notice.

For health and safety reasons, guests are requested to remove personal and food waste from the property on a regular basis. Waste must not be stored anywhere in the apartments other than in the bins provided. Guests must ensure that the floors and surfaces are kept clear to enable our housekeeping team to clean thoroughly. A dishwasher is provided in most properties.

### **Services**

Although Kennet Apartments will make every effort to ensure that guests enjoy an undisturbed stay, Kennet Apartments cannot guarantee, or be held responsible for, any failure or interruption of, services to the apartment or the building, including electricity, water, telephone, broadband, internet and other communications, disruption or noise caused as a result of repair works being carried out in another part of the property or by the provider of the service to the building.

However, upon notification by a guest or Booker, Kennet Apartments will use its best endeavours to maintain and rectify (within a reasonable period of time) all services and issues (within reason) to Kennet Apartments operated apartments and will use reasonable endeavours to ensure any preferred supplier is made aware of, and rectifies, such problems within a reasonable period. For routine maintenance, Kennet Apartments will normally give the occupant 24 hours' notice of the intended routine maintenance, except in the case of an emergency when Kennet Apartments requires immediate access.

### **Call Outs**

If the emergency calls out number is used to call out the Out of Hours Service for any purpose other than an emergency, or if Kennet Apartments are required to visit the apartment at any time to attend a misreported fault, Kennet Apartments reserves the right to charge the Booker and / or guest a call out fee of £50 plus VAT

### **Liability**

Kennet Apartments is responsible for its own operated apartments, subject to these conditions. Kennet Apartments acts as an agent for its apartment suppliers, Kennet Apartments shall not be liable to any party for any amounts in relation to any acts or omissions under or in relation to that contract or the relevant preferred supplier apartment. Kennet Apartments will not be held responsible for the theft and/or damage of/to your personal belongings during your stay in any apartments booked. All warranties, conditions and other terms implied by statute or common law or otherwise are, to the fullest extent permitted by law, excluded from any contract with Kennet Apartments and these conditions shall apply in their place. However, nothing in these terms and conditions shall affect your statutory rights if you are a consumer. Nothing in these terms and conditions limits or excludes the liability of Kennet Apartments for death or personal injury resulting from negligence; or for any damage or liability incurred by you as a result of fraud or fraudulent misrepresentation by Kennet Apartments, or any liability that cannot by law be excluded.

Subject to the paragraph above, Kennet Apartments shall not be liable for any loss of profits, loss of business, depletion of goodwill and/or similar losses, loss of anticipated savings, loss of goods, loss of contract, loss of use, loss or corruption of data or information, or any special, indirect, consequential or pure economic loss, costs, damages, charges or expenses.

If you are booking for, as or on behalf of a business or business employee, that business shall indemnify Kennet Apartments against all liabilities, costs, expenses, damages and losses (including any direct or indirect consequential losses, loss of profit, loss of reputation and all interest, penalties and legal and other reasonable professional costs and expenses) suffered or incurred by Kennet Apartments arising out of or in connection with your, or your business', breach or negligent performance or non-performance of these terms and conditions. If you are booking for, as, or on behalf of a business or business employee, Kennet Apartments total liability in contract, tort (including negligence or breach of statutory duty), misrepresentation, restitution or otherwise arising in connection with the performance or contemplated performance of your booking shall be limited to the fees paid to Kennet Apartments under your booking.

Kennet Apartments shall not be liable for any failure or delay in performance of its obligations which results directly or indirectly from any cause or circumstance which is beyond its reasonable control affecting the building or the local area.

Events beyond Kennet Apartments' Control shall include but are not limited to the following: act of God, outbreak of hostilities, riot, civil disturbance, acts of terrorism, revolution, the act of any government or authority (including but not limited to refusal or revocation of any licence or consent), fire, flood, lightning, explosion, fog or bad weather, interruption or failure of a utility service (including but not limited to electricity, gas, water or telecommunications), renovations undertaken at the property, strikes, lockouts or boycotts, embargo, blockade. Other than in relation to death or personal injury caused by Kennet Apartments negligence, or any other liability that by law cannot be excluded or restricted, Kennet Apartments liability to you in relation to these conditions is limited to the fees paid to Kennet Apartments under your booking.

### **Feedback & Complaints**

Kennet Apartments aims to deliver the best possible service, but in the unlikely event that you are dissatisfied with the service provided, you should notify Kennet Apartments in writing by email as soon as possible. If you do not give us the opportunity to resolve a problem during the stay, this may affect the final outcome of any complaint received. In relation to any complaint about the apartment, you should notify the Operations Manager as soon as possible in the first instance via email on [kennetservicedapartments@gmail.com](mailto:kennetservicedapartments@gmail.com). Our policy is to respond to complaints received within 2 working days, advising you of who is dealing with your concerns and how we intend to address them.

### **Privacy of Data**

We may use your contact details to inform you of new apartment launches or special offers that we think may be of interest to you. If you do not want us to use your contact information to send details of our services to you, please let us know by email to [kennetservicedapartments@gmail.com](mailto:kennetservicedapartments@gmail.com). From time to time we randomly record telephone calls as a security measure and to monitor and improve customer service. A copy of Kennet Apartments' Privacy Policy is located on the Kennet Apartments website.

### **General**

Guests are not permitted to use the accommodation for any illegal, immoral or unauthorised purpose. Any guest doing so may be asked to find alternative accommodation and Kennet Apartments reserves the right to cancel their booking with immediate effect and without refund.

These conditions shall be governed by and construed in accordance with the laws of England and the Courts of England shall have exclusive jurisdiction in relation to any claim, dispute or difference concerning these conditions and any matter arising from them.

### **Termination**

We may terminate or suspend access to our Services immediately, without prior notice or liability, for any reason whatsoever, including without limitation if you breach the Terms.



All provisions of the Terms which by their nature should survive termination shall survive termination, including, without limitation, ownership provisions, warranty disclaimers, indemnity and limitations of liability.

We may terminate or suspend your account immediately, without prior notice or liability, for any reason whatsoever, including without limitation if you breach the Terms.

Upon termination, your right to use the Service will immediately cease. If you wish to terminate your account, you may simply discontinue using the Service.

All provisions of the Terms which by their nature should survive termination shall survive termination, including, without limitation, ownership provisions, warranty disclaimers, indemnity and limitations of liability.

### **Governing Law**

These Terms shall be governed and construed in accordance with the laws of United Kingdom, without regard to its conflict of law provisions.

Our failure to enforce any right or provision of these Terms will not be considered a waiver of those rights. If any provision of these Terms is held to be invalid or unenforceable by a court, the remaining provisions of these Terms will remain in effect. These Terms constitute the entire agreement between us regarding our Service and supersede and replace any prior agreements we might have between us regarding the Service.

### **Changes**

We reserve the right, at our sole discretion, to modify or replace these Terms at any time. If a revision is material, we will try to provide at least 30 days' notice prior to any new terms taking effect. What constitutes a material change will be determined at our sole discretion.

By continuing to access or use our Service after those revisions become effective, you agree to be bound by the revised terms. If you do not agree to the new terms, please stop using the Service.

### **Contact Us**

If you have any questions about these Terms, please contact us.