

## House of Fisher Terms and Conditions

These conditions apply to all bookings made with House of Fisher Limited ("House of Fisher", "us" "we") registered in England under number 3450353 and whose registered office is 11-13 Theale Court, Theale, Reading, Berkshire, RG7 5AH 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 booking method.

### 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 House of Fisher has accepted the booking by sending you a Booking Confirmation and has taken payment in full, unless otherwise agreed in writing. For any booking to be confirmed by House of Fisher, a payment date and method must be agreed in advance. By visiting or using our website or any other Online Agent, you agree to comply with the Site Terms and Booking Conditions.

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

In respect of bookings made by House of Fisher 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 our terms & 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 House of Fisher within the required time, House of Fisher reserves 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 House of Fisher is unable to confirm the initial requested accommodation, House of Fisher will endeavour to provide a similar alternative and an email or other notification will be sent to inform you of the details. House of Fisher 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 House of Fisher immediately. House of Fisher 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, House of Fisher reserves the right to correct it as soon as we become aware of it.

It is the responsibility of the Booker to notify House of Fisher 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 email addresses of the prospective guest. Passport, visa and health requirements for you and your party are your responsibility. House of Fisher reserves the right to request a copy of valid Photo ID. Additional security checks may be conducted. Please note guests must be 21 years or older and that the ID and name on payment method must match.

### Accessibility

House of Fisher will endeavour to assist guests with special requirements/needs. Please ensure House of Fisher is made aware of these in advance or at the time of booking. Although we will do everything possible to meet your requests, no guarantees can be given. Please discuss this with our Reservations team and we will do our utmost to assist. Access information to all House of Fisher properties is available on request.

For maximum occupancy in an apartment, **please see section "Accommodation and Occupancy"**.

## **Payment**

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

## **Payment Methods**

Payment can be made via any of the following methods:

- Debit/credit cards (Visa, MasterCard, Debit Card, and American Express). Please note Credit Cards will incur a transaction fee of 3.5% including VAT of the total payable. House of Fisher reserves the right to request payment through Worldpay.
- Bank Transfer: Pounds Sterling (GBP) (bank details are shown on the invoice and are also available on request). Please note House of Fisher accept no liability for exchange rate or transaction fees.
- Worldpay or Payment Express.

House of Fisher must receive cleared funds in the account before access will be given to your booked accommodation.

By agreeing to these conditions, you authorise us to use your debit/credit card details, stored in a secure PCI compliant safe to process any payments.

## **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 fluctuate & are always quoted based on the rates prevailing at the time of a booking. Rates will be quoted in pounds sterling (GBP) exclusive of VAT. VAT is charged at the rate in force at the time of booking. Once a booking has been confirmed, House of Fisher will not change the rate quoted unless you amend the booking.

## **Bookings placed at House of Fisher without a Credit Account**

If you are booking direct with House of Fisher or via an online agent, House of Fisher requires immediate payment in order for your booking to be confirmed. This is regardless of how far in advance you are making the booking. Please note the cancellation Terms & Conditions will apply, **see section "Cancellation"**.

## **Bookings placed with a Credit Account at House of Fisher**

If you are making a booking for a business travel stay on behalf of a company, which does have a credit account set up with House of Fisher, then there will be specific terms governing the payment of invoices which will have been agreed during the opening of the account. Each corporate account with House of Fisher will have an agreed credit limit applied to it. If the balance on the company account exceeds the agreed limit, then a payment will need to be made in order for further bookings to be confirmed, regardless of whether the invoices on the account are due or not.

## **Security Deposit**

A Security deposit (or pre-authorisation on a credit card) 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. House of Fisher reserves the right to deduct from the Security deposit, without further notice, all amounts chargeable under these Booking Conditions, including further accommodation charges. House of Fisher reserves the right to vary additional charges without notice. Should you break the Terms & Conditions as displayed in this document, the security deposit will be forfeited.

## **Cancellations**

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

Refunds will not be made for non-arrivals (No Shows). 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 the following notice - 3 days cancellation notice is required prior to the day of arrival or during your stay if your booking is between 1-6 nights. For stays of 7 nights or more a 7 days cancellation notice is required prior to the day of arrival or during your stay. Failing to do so will result in a 100% charge.

A refund must be agreed by House of Fisher in writing and will be subject to rates of exchange based on the date the refund occurs.

If you wish to cancel or change an extended booking (see "Extensions" below), the 7 day cancellation policy will apply equally to extended bookings. These charges apply to notification advised prior to arrival and/or during your stay.

House of Fisher reserves the right to treat an early departure/reduction in the number of nights or apartments booked as a cancellation and the applicable cancellation charges will be applied.

House of Fisher does not expect to make any changes to your booking. However occasionally bookings have to be amended, cancelled or updated and House of Fisher reserves the right to do so. If this does happen, House of Fisher will contact you by telephone or email where reasonably possible to explain what has happened and inform you of the cancellation or amendment.

If a change has to be made (and the change is not acceptable to you) or your booking has to be cancelled House of Fisher will, if possible and as soon as is reasonably practical, offer you an alternative apartment (from our portfolio) of similar type and standard in a similar location for the same period. If the alternative property is operated by a different preferred supplier to that of the original apartment booked, the advertised cost of the alternative apartment will be payable. If the alternative apartment is advertised at a lower price, you will receive a refund (if you have already paid the total accommodation charges) of the price difference.

If you do not wish to accept a change/alternative apartment offered or House of Fisher cannot offer you a suitable alternative, you will be entitled to cancel your booking and receive a full refund of all monies paid to House of Fisher unless this is the result of an event beyond our control (see "Liability" below). You should tell House of Fisher 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 Extension**

An option to extend if required must be requested at the time of the initial booking.

Extensions for current bookings are subject to availability and must be re-confirmed with the House of Fisher team. Extensions are under the same terms and conditions as the initial booking. Please note extensions can only be held for and must be confirmed 7 days prior to the current departure date. Extensions are not offered should the initial booking be confirmed less than 7 days and continuous extensions may not be guaranteed.

### **Other additional charges**

There may be additional charges for extras, such as parking, travel cots, high chairs and Z beds. Requests for these services must be made and prepaid at the time of booking, and the rates for these services will be specified in the booking confirmation. All additional charges are subject to availability. Please note for Car Parking in some locations No Commercial Vehicles or Vans are permitted. Failure to adhere to this may result in a penalty charge or being asked to leave our premises.

Please note some of our locations have the car park managed by an external car park management company; please ensure that your car is registered prior to arrival in order to avoid any penalty charges. Any tickets issued by the external car park management company will need to be appealed directly with them, as House of Fisher are unable to revoke these.

### **Accommodation and Occupancy**

House of Fisher 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 plus VAT.

Please note any nuisance or annoyance to House of Fisher, its occupiers, the occupiers of any adjoining premises or any conduct which may alter/ cancel the insurance of the property will not be permitted. This includes causing any sort of disruption to fellow guests or using any manner of threatening or abusive behaviour towards a member of staff. 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 10pm and 7am. House of Fisher has a 'zero tolerance' to abusive or threatening behaviour. In these cases House of Fisher reserves the right to cancel/evict any booking with immediate effect and without refund.

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

House of Fisher will coordinate the maintenance and service of the property, including all appliances and furniture when necessary at reasonable notice. Please note our maintenance staff are scheduled to attend all locations weekly and will take care of any non-urgent problems reported by housekeeping or guests directly when they are onsite.

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 below; if this is found to be exceeded there will be an automatic charge of the daily rate for an additional suitable apartment should this be available.

Studio apartment - maximum occupancy is two people.  
One-bedroom apartment - maximum occupancy is two people.  
Two-bedroom apartment - maximum occupancy is four people.  
Three-bedroom apartment - maximum occupancy is six people.

Maximum allowance for additional fold up beds and/or baby cots in an apartment is one. Please note this may not be applicable to Studio Apartments.

Guests are responsible for their visitors. House of Fisher operates a strict 'no parties' policy and we adhere to the Maximum Occupancy Regulation for the UK. Any guests who does not comply with these Terms and Conditions, and who use the accommodation for any illegal, business or unauthorised purposes will be asked to leave our premises.

### **Arrival**

Check-in time is from 2.00 p.m. on the day of arrival unless otherwise agreed.

Arrival and key collection information will be provided to the booker at least 3 days prior to the arrival day via e mail.

Key Safe codes and other relevant details will only be provided after a booking is confirmed and paid. It is then the Booker's responsibility to ensure that the guests have been provided this information.

An early check in cannot be guaranteed unless the night prior the arrival has been booked in advance.

A Meet & Greet service can be organised at a charge for remote locations. Please contact the Guest Services team directly on [guestservices@houseoffisher.com](mailto:guestservices@houseoffisher.com) and they will advise accordingly.

Our housekeeping and maintenance team work hard to make sure that everything is in order in your apartment. A Registration & Inventory form will be left in your apartment, please complete and sign the forms and a member of the House of Fisher team will collect these from your apartment, please contact House of Fisher immediately with any discrepancies.

## Departure

Guests must depart by 10am on the day of departure unless otherwise agreed. Should the guest wish to check out at a later time, they must contact House of Fisher a minimum of 24 hours prior to departure to enquire whether this is possible, this will incur an additional charge per hour after 10am. House of Fisher reserves the right to charge an additional night for any late check out, where agreement has not been granted by House of Fisher.

House of Fisher expects the apartments to be left in a reasonable state on departure. After inspection should House of Fisher deem the Apartment is left in an unsatisfactory way additional cleaning charges will apply. 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 House of Fisher for the cleaning/repair at the daily rate agreed at the time of booking, until the apartment has been returned to a satisfactory condition.

## Accommodation

House of Fisher primarily offers accommodation under its direct control, however, in some cases acts as an agent on behalf of its preferred suppliers in relation to the accommodation owned or controlled by those preferred suppliers. Reasonable care has been taken that the content of the House of Fisher website (and/or other means of promotion or advertising) is correct but it is subject to amendment at any time without notice. All content on the House of Fisher website (and/or other means of promotion or advertising) is published in good faith but you acknowledge that House of Fisher cannot check the accuracy of all information provided by its preferred suppliers or 3<sup>rd</sup> party website. House of Fisher reserves the right to notify you of any changes to the published content as they are made aware of it. Given the above factors, House of Fisher does not warrant that any of the content on the House of Fisher website (and/or other means of promotion or advertising) accurately or completely describes any of the apartments. The House of Fisher website may link to other websites and House of Fisher is not responsible for the data policies, content or security of these linked websites.

You should note the following about House of Fisher operated and preferred supplier apartments:

- Apartments are individual and vary in style, size and layout. Although House of Fisher takes care to provide furnishings of a consistent style and standard, furnishings within preferred supplier apartments may not be uniformly standard. Although accommodation and location are confirmed in advance, the exact apartment may not be guaranteed earlier than 48 hours prior to arrival, however on occasion we reserve the right to change the apartment due to last minute unforeseen circumstances, but we will contact you as soon as possible providing new arrival instructions.
- The House of Fisher website (and/or other means of promotion, advertising and online agent websites) may contain a plan of the layout of the apartment and photos. These will only be a general representation of the accommodation. Actual unit size, design, fixtures, furnishings and facilities may vary from those shown on the plan.
- The number of people permitted to occupy each apartment is limited to the number of beds. The number of guests that House of Fisher expect to occupy the apartment will be stated on the booking confirmation form. In some apartments extra beds can be provided and this will be at a charge to be agreed at the time of booking. **See Accommodation and Occupancy** terms of business.
- You and your party must comply with any rules and regulations set by House of Fisher (if the apartment is House of Fisher operated) and/or the preferred supplier in relation to their apartments. In any event we recommend that you take time to familiarise yourself with the safety procedures in the apartments, the building and local area, and paying particular attention to fire evacuation, Health & Safety and security details.
- You and the other members of your party are responsible for payment of any charges made for use of facilities, such as, but not limited to, telephone calls, broadband, additional laundry services, parking and for any other fees levied by House of Fisher and/or the preferred supplier (under these or the preferred supplier's conditions) for the use of amenities.
- Where internet or broadband connectivity is available, you agree to use such services in a responsible manner and not for any illegal purpose.

- House of Fisher shall use reasonable endeavours to retain any Lost & Found items left in apartments for up to 28 days after the guest's departure date. Please email [guestservices@houseoffisher.com](mailto:guestservices@houseoffisher.com) for enquiries relating to any lost items.

### **Telephone calls**

Telephones are barred for outgoing calls, with the exception of emergency and toll free number (0800).

### **Damages**

We expect our apartments to be left in a reasonable state of repair and cleanliness on departure. Please advise House of Fisher 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 rate to the guest/card holder. If the apartment is deemed unfit for occupation, the client will be obliged to pay compensation to House of Fisher for any loss of revenues, in addition to the costs of cleaning and repair.

Damages to the apartment or contents caused by the guest must be paid in full. This is the responsibility of the guest; however in cases of corporate bookings the booker will be liable.

It is the responsibility of the guest, to check the inventory schedule and to advise House of Fisher of any discrepancies within 48 hours of check-in. If upon check-out any of the items stated on the inventory are found to be damaged or missing, House of Fisher reserve the right to charge the guest, for the replacement of these items. In the event of any breakages or damage discovered after the guest vacates, House of Fisher will notify the Booker by e-mail within 1 week of the guest's departure, providing a detailed breakdown of the applicable charges and the cost of rectifying them. Where possible, House of Fisher will supply photographic evidence of any damages caused by the guest.

### **Insurance**

House of Fisher does not provide insurance for your personal effects 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 effects.

All windows and doors must be kept locked, especially when the apartment is left empty. When a safe is available we recommend storing all valuables in the safe. Please contact our Guest Services team if you need assistance with our safes.

### **Pets**

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

### **No Smoking**

ALL of House of Fishers apartments and buildings are NO SMOKING. Smoking in the internal communal areas of any apartment building is against UK legislation. 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, a penalty charge of £200 + VAT will be charged to cover additional cleaning. Illegal substances are not permitted within any House of Fisher premises.

### **Keys**

House of Fisher 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 they have been issued, we will organise for the locks at the property to be changed. A minimum charge of £150 + VAT will be applied.

If keys are lost at any time during their stay, House of Fisher must be notified immediately, and we will organise for the locks at the property to be changed. A minimum charge of £150 + VAT 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 House of Fisher owned possessions.

Should the guest require assistance due to lost keys, mislaid keys or being locked out of their apartment, House of Fisher reserve the right to charge a minimum out of hours call-out fee of £50 + VAT.

Apartment should never be left unlocked. If any member of staff finds that an apartment has been left unlocked and no guest is present, the member of staff will lock the apartment. Should you require assistance to access the apartment at a later time a call out charge will be applied.

### **Internet**

Guests are strictly prohibited from using the internet service for the accessing of any pornographic or other illegal sites and material, and from downloading heavy files and movies from illegal sites in general. House of Fisher will make every effort to ensure that the service is available at all times, but House of Fisher cannot guarantee any internet, connection speed or internet connection availability. Use of the internet is entirely at the guests own risk and is provided on the understanding that under no circumstances will House of Fisher be held responsible for any actions that may arise from the use of a guest's internet connection. House of Fisher reserves the right to pass on any records to the authorities if required to do so. House of Fisher 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.

### **Housekeeping**

Our housekeeping team will service the apartment weekly, with the exception of the weekend & bank holidays. Weekly housekeeping includes linen/towels change and general cleaning. For health and safety reasons, guests are requested to put away personal belongings and remove food waste from the property on a regular basis. Large communal waste bins are available at each location. 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 all properties. Any misuse of appliances in the apartment will incur a penalty charge.

If cleaners are turned away there may be a £20+ VAT charge and the visit will be rescheduled. House of Fisher will however be flexible when possible if given 24 hours' notice. Please be advised House of Fisher must have access to the Apartment weekly.

### **Services**

House of Fisher will make every effort to ensure that guests enjoy an undisturbed stay, however House of Fisher cannot guarantee, or be held responsible for, any failure or interruption of services to the apartment or the building. This includes electricity, water, telephone, internet and other communications, disruption or noise caused as a result of repair works within the property. However, upon notification by a Guest or Booker, House of Fisher will do its best to maintain and rectify within a realistic period of time all services and issues. House of Fisher will use reasonable endeavours to ensure any preferred supplier is made aware of, and resolves, such problems within a practical time. For routine maintenance, House of Fisher will normally give the occupant 24 hours' notice of the intended visit, except in the case of an emergency when House of Fisher requires immediate access.

### **Call Outs**

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

### **Liability**

House of Fisher is responsible for its own operated apartments, subject to these conditions. House of Fisher acts as an agent for its apartment suppliers, House of Fisher 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. House of Fisher 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 House of Fisher 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 House of Fisher 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 House of Fisher, or any liability that cannot by law be excluded.

Subject to the paragraph above, House of Fisher 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 House of Fisher 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 House of Fisher 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, House of Fisher 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 House of Fisher under your booking.

House of Fisher 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 House of Fisher's 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 House of Fisher negligence, or any other liability that by law cannot be excluded or restricted, House of Fisher liability to you in relation to these conditions is limited to the fees paid to House of Fisher under your booking.

### **Feedback & Complaints**

House of Fisher aims to deliver the best possible service, but in the unlikely event that you are dissatisfied with the service provided, you should notify House of Fisher 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 appropriate Team Manager as soon as possible in the first instance via e mail on [guestservices@houseoffisher.com](mailto:guestservices@houseoffisher.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 our latest news and offers. If you wish to unsubscribe let us know by email to [reservations@houseoffisher.com](mailto:reservations@houseoffisher.com) From time to time we randomly record telephone calls as a security measure and to monitor and improve customer service.

A copy of House of Fisher's Privacy Policy is located on the House of Fisher web site, [www.houseoffisher.com/contact](http://www.houseoffisher.com/contact)

### **General**

Guests are not permitted to use the accommodation for any illegal, immoral or unauthorised purpose. Any guest doing so will be asked to find alternative accommodation and House of Fisher reserves the right to cancel their booking with immediate effect without a refund and loss of deposit.

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.