

BOOKING TERMS AND CONDITIONS

1. DEFINITIONS

1.1 When the following words with capital letters are used in these Terms, this is what they will mean:

Agent (We/Our/Us)	VII Ltd (Company No 4084239) whose registered office address is 35-37 St. Peters Street, Ipswich IP1 1XF.
Amendment Fee	a fee of £25 payable in the event that we allow you to amend your Booking.
Balance Due Date	at point of booking.
Booking	the confirmed reservation of the Property to commence on the Arrival Date and end on the Departure Date.
Booking Confirmation	receipt of payment is acceptance of Terms and Conditions of the Booking Reservation which may include more information such as details around arrival and departure, directions, Property Rules etc.
Booking Price	the total price as charged to you for the Booking, including additional charges as otherwise notified to you when making a Booking.
Booking Reservation	your request to book an Apartment.
Business Day	a day other than a Saturday, Sunday or public holiday in England.
Business Hours	09:00 to 17:30 on any Business Day.
Callout Fee	charged in accordance with clause 4.7.
Cancellation Fee	a fee of £25 charged in accordance with clause 8.3.
Contact Details	the details found on the confirmation email.
Departure Date	the date (and time) on which your Booking will end and you must vacate the Apartment.
Events Outside of the parties Control Group	as defined in clause 10. The named individuals attending the Apartment during Booking, including the Lead Guest. Where only the Lead Guest is named to be attending the Apartment, this definition shall be the same as for the "Lead Guest".
Invoice Due Date	date of invoice
Lead Guest	the named individual attending the Apartment and whose details have been provided in the Booking Reservation, or are notified during the Booking under clause 2.18. For the avoidance of doubt the Booker can also be the Lead Guest.
Owner	the registered owner(s) of the Apartment provided for letting purposes via the Agent.
Owner's Representatives	representatives of the Owner including but not limited to housekeepers and caretakers.



Apartment	the Apartment provided for short term accommodation purposes, details of which have been made available on the Website.
Apartment Rules	specific restrictions applicable to an Apartment as detailed in clause 4.25.
Security Deposit	a refundable (subject to clause 4.6 of these Terms and Conditions) deposit due prior to your Arrival Date and held throughout the duration of the Booking in case damage is caused to the Property.
Terms	the terms and conditions on which your Booking is supplied to you, being this agreement and any other documentation referred to in it.
Website	www.sevenproperty.co.uk
Booker (You/Your)	the person (entity or individual) who makes the Booking Reservation.

- 1.2 When we use the words "writing" or "written" in these Terms, this will include email but does not include fax or any messaging service or platform.
- 1.3 Unless the context otherwise requires, words in the singular shall include the plural and vice versa.
- 1.4 If any of these Terms conflict with any term contained within the Booking Reservation, the Booking Confirmation, or the Property Rules, these Terms will take priority.

2. OUR CONTRACT WITH YOU

- 2.1 These are the Terms on which we provide the Booking, and the Owner supplies the Apartment to the Group for the duration of your Booking.
- 2.2 We act as Owner/Agent for and on behalf of the Owner to provide your Booking.
- 2.3 In making the Booking Reservation, when we are acting as Agent for the Owner of the Apartment, you understand and accept that we do not hold any ownership in any Agency Apartment listed on our website.
- 2.4 Please ensure that you read these Terms carefully, and check that the details on the Booking (including the Arrival Date and time, number of guests etc) and within these Terms are complete and accurate before you submit the Booking Reservation.
- 2.5 Once you submit a Booking Reservation to us and pay the Booking Price, as appropriate, we will send you a Booking Confirmation.
- 2.6 If you have booked the Property through an agent, the agent may have different terms which will also apply. Please ensure you are familiar with both the agent's terms and our Terms and Apartment Rules. Where our Terms and the terms of the agent conflict, the agent's terms will take priority. Please note that where you have paid an agent, no payment is due under these Terms unless charges for extras are applicable.
- 2.7 These Terms will become binding once we issue you with the Booking Confirmation. If you have booked through an agent, their reservation system may automatically generate a booking summary to be emailed to you. This does not form a contract between us. These Terms become binding once you receive our Booking Confirmation.



- 2.8 The Property is only the property as detailed in the Booking Confirmation and cannot be changed to another property without agreement from the Owner/Agent, confirmed to you in writing by us as Owner/Agent, and subject to an Amendment Fee.
- 2.9 We reserve the right to cancel Bookings we no longer wish to take no later than 7 days prior to the Arrival Date, and any Bookings that are cancelled within this time will be refunded with any monies paid to date in full, as detailed in the Booking Confirmation.
- 2.10 The maximum number of people who can stay in the Apartment will be notified to you on the Website and be reflected in the Booking Price. You guarantee that you will not exceed that number. Overnight visitors are not permitted. Additional temporary beds (including airbeds and camp beds) are not permitted unless agreed at time of booking and payment made.
- 2.11 You agree that neither you nor the Group shall not arrive at the Property before the Arrival Date and to depart from the Property no later than the Departure Date. The Property will not be available at any time outside of the times reserved by you. We reserve the right to make an additional charge in the event that the Group have not left the Property by the agreed Departure Date. You and the Lead Guest (unless otherwise agreed) as per clause 4.2.
- 2.11.1 are responsible for ensuring the Group have left the Apartment on the Departure Date;
- 2.11.2 shall use best endeavours to ensure the Group have left the Apartment by such date; and
- 2.11.3 shall do so at your or the Lead Guest's own costs.
- 2.12 You hereby indemnify us for any costs incurred by us in order to remove any persons from the Property during a Booking or after the Departure Date, including any member of the Group.
- 2.13 Any illustrations, photographs and other imagery displayed are for illustrative purposes only and are subject to change and no warranty or other representation is made as to the quality of the Property by us via the Website.
- 2.14 You shall undertake such due diligence or vetting process of the Lead Guest and /or any other member of the Group as requested by us.
- 2.15 You confirm that both you and the Lead Guest are over the age of 18.
- 2.16 We require the names of all members of the Group at the time of making the Booking Reservation. We reserve the right to ask additional persons who are not part of the agreed Group to leave the Property immediately.
- 2.17 If you wish to make a Booking Reservation on behalf of a corporation and intend on varying the members of the Group throughout the Booking, please contact us to discuss these arrangements. We will confirm any specific terms in writing prior to the arrival date.
- 2.18 Where the Lead Guest or any other members of the Group (or their details) change throughout a Booking, you and the Lead Guest shall ensure that we are informed immediately of the change and such details of the change as requested by us.
- 2.19 We reserve the right to request ID for any of the Group, on arrival to check against the Booking information. If the Lead Guest does not attend the Booking, you must notify us of a member of the Group to be our point of contact prior to arrival.



- 2.20 You are liable for the acts and/or omissions of your Group and any other individuals or animals attending the Apartment whether permitted by us or not.
- 2.21 The Apartment is provided for the specified period as detailed in your Booking Confirmation. You must not occupy the Apartment as your principal home.
- 2.22 The Group shall occupy the Apartment as a licensee and no relationship of landlord and tenant is created between the Group and the Owner by this licence. The Group acknowledge and accept that the Group shall not be entitled to a tenancy or to an assured shorthold or assured tenancy or to any statutory protection under the Housing Act 1988 or to any other statutory security of tenure either during the Booking or when the agreed Booking ends.
- 2.23 The Owner retains exclusive control, possession and management of the Apartment and the Group have no right to exclude the Owner and/or Owner's Representatives, as licensor, from the Apartment.
- 2.24 The licence to occupy granted by this agreement is personal to the Group and is not assignable or transferrable to anyone else.

3. CHANGES TO BOOKING OR TERMS

- 3.1 We may revise these Terms from time to time in the following circumstances:
- 3.1.1 changes in how we accept payment from you;
 - 3.1.2 changes in relevant laws and regulatory requirements; or
 - 3.1.3 if we have a valid commercial reason to do so.
- 3.2 If we revise these Terms under clause 3.1, we will give you at least 14 days' written notice of any changes to these Terms before they take effect, or as much notice as possible where your Arrival Date is less than 14 days before the date of the change.
- 3.3 If you wish to change the dates of your Booking or amend your Booking in anyway, please contact us via our Contact Details. We cannot guarantee that your requests will be accommodated and reserve the right to charge for any differences in price. We reserve the right to charge an Amendment Fee for changes made to the Booking.

4. ENJOYING THE APARTMENT

- 4.1 We will allow access to the Apartment for you and the Group for the period set out in the Booking Confirmation, subject to payment of the Booking Price.
- 4.2 Arrival and departure information (including times) will be provided to you in advance of the Arrival Date. You will be responsible for relaying this information to the Group. Meet and greet check-ins must be arranged in advance. Early or late check-in times are subject to availability and an additional charge. Late check-out times are also subject to availability and an additional charge.
- 4.3 Access to the Apartment is subject to adherence to these Terms and the Apartment Rules.



- 4.4 You and the Group are encouraged to enjoy the Apartment. Your use and enjoyment of the Apartment must be solely in accordance with these Terms, the Apartment Rules and/or any signage or instructions given to you by us. You hereby acknowledge that you and the Group's enjoyment of the Apartment are at your own risk.
- 4.5 We will make every effort to make the Apartment available to you on time. However, there may be delays due to an Event Outside of the Parties Control. See clause 10 for our responsibilities when an Event Outside of the Parties Control happens.
- 4.6 You and the Group shall take proper care of the Apartment and its contents during your Booking and may lose your Security Deposit and/or receive an invoice for any damage caused or loss suffered if the Apartment and its contents are not left in the same state in which it is found at your Arrival Date, including the non-return of keys and/or parking permits and fobs.
- 4.7 In the event that we are required to attend the Apartment, or any other locations as a result, in order to resolve an issue or damaged caused by you or the Group, we reserve the right to charge a Callout Fee. Such events include, but are not limited to, being unable to access the Apartment due to lost keys, damage caused by misuse of an appliance and use of your own faulty appliance.
- 4.8 We reserve the right to charge an additional fee for utility use that we deem excessive.
- 4.9 Any Apartment Rules provided to you via the Website are incorporated into these Terms and breach of any of the Apartment Rules will be treated as a breach that entitles us to cancel the Booking. Any breach of these Terms or the Apartment Rules will be subject to a charge equivalent to the value of any costs incurred, and consequential losses. At our discretion, we may request the Group's immediate departure from the Apartment without refund.
- 4.10 Keys will be provided to the Lead Guest on the Arrival Date. If you lose or damage a set of keys, we will invoice you the cost of the replacement keys and/or replacing the lock. Failure to return the keys before or on the Departure Date will result in further charges.
- 4.11 You and the Group are responsible for your own personal property and for ensuring that the Apartment is securely locked when not occupied during the duration of the Booking and upon departure.
- 4.12 No smoking or vaping is permitted in the Apartment including balconies, common areas and buildings. A member of the Group may smoke or vape in the designated external areas where provided, but they must be respectful towards their surroundings and dispose of cigarettes safely in appropriate containers. If it is evident that smoking or vaping has occurred within the Apartment during your Booking, the Group will be asked to vacate the Apartment immediately and you will be liable for any costs incurred for deep cleaning, redecorating, and cancelling all or part of any subsequent bookings if the Apartment has been rendered uninhabitable. If a member of the Group smoke or vape outside during their stay in a manner which is at our discretion unacceptable, for example by littering, you will be liable for any costs incurred, including but not limited to the cost of any clean-up.
- 4.13 No naked flames, bonfires, firepits, fireworks, portable or disposable barbeques, or any type of sky lanterns are permitted in or around the Apartment.
- 4.14 Internet access is offered on the basis that it is provided for fair usage. Neither a minimum speed, unrestricted bandwidth nor uninterrupted provision of access is guaranteed and we will not be liable for any form of compensation or expenses claimed by you or the Group in respect of the provision or quality of internet connectivity.



- 4.15 Any recommendations made by us are our personal recommendations only and do not guarantee any level of service or quality.
- 4.16 Upon the Group's arrival, please notify us of any defects within the first 24 hours. Thereafter you and the Group will be deemed to have accepted the condition of the Apartment and may be held responsible for any damage discovered at a later date.
- 4.17 Please respect the surrounding properties and area during your stay. You and the Group must also comply with any applicable laws and rules throughout your Booking.
- 4.18 You are responsible for ensuring the compliance of the whole Group with these Terms, the Apartment Rules, any signage or instructions.
- 4.19 You acknowledge and accept that no parties are permitted at the Apartment and any music must be kept at a respectful level. Quiet hours are stated within the House Rules.
- 4.20 The Group are not permitted to move any fittings or furniture around or between the Apartments without our express permission.
- 4.21 No drones, meaning remotely piloted or autonomous aerial vehicles of any size, are permitted to be flown from, or in the vicinity of, the Apartments.
- 4.22 We reserve the right to request the Group's immediate departure without refund where the Group have, in our discretion, acted unreasonably, illegally, immorally, or in a manner which may impair the enjoyment, comfort or health of others or causes, or is likely to cause, damage to property.
- 4.23 We, the Owner, and the Owner's Representatives, reserve the right to enter the Property at any time for the purpose of inspection or to carry out any repair deemed necessary to the Property or its contents.
- 4.24 All belongings and vehicles are left at the Apartment at the Group's own risk. Please ensure all belongings are removed by the Departure Date as the return of any lost property cannot be guaranteed and will incur charges.
- 4.25 Apartment rules:
1. Maximum occupancy: Establishing a maximum number of guests that can stay at the Apartment, this will ensure the safety of guest/s and prevent over-crowding.
 2. No smoking: Many vacation rental properties have a no-smoking policy, which helps to keep the property clean and eliminate the risk of fire.
 3. No parties: Establishing a no-parties policy helps to keep the Apartment safe, reduces disturbance to neighbours, and prevents damage to the Apartment.
 4. Check-in and check-out times: Establishing specific check-in and check-out times helps to ensure that the Apartment is ready for the next guests in a timely manner and it also prevents confusion over arrival and departure time.
 5. Quiet hours: We operate a quiet hour's policy in our apartments, this is to ensure a peaceful living environment for all residents by limiting excessive noise during the designated time of between 10pm and 8am.
 6. Security deposit: Primarily to pay for any damages, howsoever caused, during the stay. But we also retain the right to deduct any late departure charges and exceptional cleaning costs incurred at the end of the stay. Please be aware that liability to us is not capped at the amount of the security deposit – should costs be incurred in excess of that, the guest/s will be responsible.



7. Cleaning: Establishing a cleaning policy, this will help to ensure that the Apartment is left in good condition and ready for the next guest/s, it is also to help determine additional cleaning fee if necessary.

5. PETS

- 5.1 Only registered assistance animals are permitted to stay in the Apartment subject to prior agreement. All other pets are not permitted unless otherwise agreed in advance.
- 5.2 Where pets that are not permitted but have been brought by the Group for the Booking, we reserve the right to request immediate departure and/or charge for any damage caused and deep cleaning required as a result.
- 5.3 We are not liable for any allergies that are affected as a result of registered assistance animals and/or pets present in previous occupancy.

6. PRICE AND PAYMENT

- 6.1 The Booking Price as set out at the time of submitting your Booking Request. The Booking Price quoted will be valid for 48 hours, after which point it is subject to change.
- 6.2 All payments are to be made by BACS transfer (please use your surname and/or booking number as the reference on all BACS payments). BACS transfers from outside the UK will be subject to additional charges as charged to us. We do not accept payments by cheque, cash or card.

7. AGENT'S AND OWNER'S LIABILITY TO YOU

- 7.1 No party can exclude or limit in any way their liability where it is illegal to do so, and this contract does not seek to exclude or limit any liability which cannot be excluded or limited by law.
- 7.2 If we, or the Owner/Agent, fail to comply with these Terms, we, or the Owner/Agent, are responsible for loss or damage you suffer that is a foreseeable result of our breach of the Terms or our negligence. We, or the Owner/Agent, are not responsible for any loss or damage that is not foreseeable. Loss or damage is foreseeable if they were an obvious consequence of our breach or if it had been brought to our attention by you before the loss or damage occurred. For the avoidance of doubt, we, or the Owner/Agent, are not responsible for any transport and/or alternative accommodation costs.
- 7.3 You agree we have no liability if you or the Group if using the Apartment for any business use, suffer any loss of profit, loss of business, business interruption or loss of business opportunity.
- 7.4 We, and the Owner/Agent, do not have any responsibility or liability to you (other than as outlined above) for loss of or damage to any of your items, belongings or vehicles, howsoever caused.

8. YOUR RIGHTS TO CANCEL AND APPLICABLE REFUND

- 8.1 We strongly recommend that you take an appropriate travel insurance policy before placing your Booking Reservation.
- 8.2 You may cancel a Booking by contacting us using the Contact Details.
- 8.3 A Cancellation Fee of £25 per Apartment will be charged if you cancel your Booking.



Cancellation prior to the Arrival Date of your Booking

8.4 Your liability for the Booking Price where cancellation occurs prior to the Arrival Date is dependent on the period of notice that you give us, as set out below:

28 days or more	The Cancellation Fee only.
14-27 days	25%
7-13 days	50%
3-6 days	75%
Up to 2 days	100%

Please note that you will be liable for the lower of (a) the proportion of the Booking Price set out in the table above or (b) the total Booking Price. The Cancellation Fee is applicable in all circumstances and is in addition to the amount set out above.

Example: If you cancel your Booking 2 days before the Arrival Date, and the duration of your Booking is 5 days, you will be liable for the total Booking Price (plus Cancellation Fee).

Cancellation during your Booking

8.5 If you cancel during the Booking, you will be liable for:

8.5.1 a Cancellation Fee in all circumstances.

8.6 We will confirm your cancellation with you in writing and notify you of any payment or refund due to you at that time.

8.7 If you are benefiting from any form of long-term discount and cancel during your Booking, we reserve the right to disapply this discount and request payment of the difference.

8.8 If you cancel your Booking, we will try and re-let the Property. If we are able to re-let the Property, we may be able to offer you a refund. The amount we refund you may be partial and subject to the cost of the replacement booking and any non-refundable fees.

8.9 Any refunds may take up to 5 Business Days to be processed from the point of agreement.

8.10 Please note that if you need to cancel because you are ill, including where you are showing symptoms of illness (for the avoidance of doubt this includes Covid19 and/or self-isolating due to Covid19, and any other endemic disease), this will be treated as a cancellation by you.

8.11 If you or the Group fail to arrive at the Apartment without notice on the Arrival Date for your Booking this will be regarded as a cancellation and the above cancellation process will apply. For example; self-isolation or quarantine, performing statutory duties or mandatory obligations (such as jury duty, military service, incarceration), changes in personal or work circumstances, family emergencies, travel delays, vehicle breakdown, and delays with public transport will all be treated as cancellation by you in accordance with this clause.

9. OUR RIGHTS TO CANCEL AND APPLICABLE REFUND

9.1 We may have to cancel a Booking before the Arrival Date of your Booking due to an Event Outside of the Parties Control. We will promptly contact you if this happens.



9.2 If we have to cancel a Booking under clause 9.1 and you have made any payment in advance for your Booking that have not been provided to you, we will refund these amounts to you in full.

9.3 We may cancel your Booking at any time with immediate effect by giving you written notice if you:

9.3.1 do not pay us when you are supposed to; or

9.3.2 break the contract in any other material way, including but not limited to any of the terms of clause 4 or the Property Rules.

Our cancellation policy (Clause 8) will apply if we cancel the contract under clause 9.3.2.

10. EVENTS OUTSIDE OF THE PARTIES CONTROL

10.1 Neither party shall be in breach of this agreement nor liable for delay in performing, or failure to perform, any of its obligations under this agreement if such delay or failure result from events, circumstances or causes beyond its reasonable control.

10.2 An Event Outside our Control includes, but is not limited to: strike, civil unrest, civil emergencies, government prohibition or restriction on all or part of the economy or trade including local lockdowns, pandemic, epidemic, environmental disaster, domestic appliance failure, temporary invasion of pests or utilities failure or interruption.

10.3 In the event of a pandemic, epidemic or restriction of the movement of peoples as dictated by the government or public authority, we reserve the right to issue specific terms at such a time via email and will communicate this to you via the contact details provided us.

10.4 Should any event or circumstance beyond our reasonable control occur which means the Property cannot be provided to you, we will let you know as soon as possible so that either party may terminate the agreement.

11. HOW WE MAY USE YOUR PERSONAL INFORMATION

11.1 We will use the personal information you provide to us to:

11.1.1 provide your Booking;

11.1.2 process your payment for your Booking;

11.1.3 process identity checks where necessary; and,

11.1.4 inform you about similar products or services that we provide, where you have permitted us to. You may stop receiving these at any time by contacting us.

11.2 All data you provide to us will be treated in accordance with our Privacy Policy available here [Privacy Policy – Seven Group](#) or bottom left of Website Property Home Page.

12. OTHER IMPORTANT TERMS



- 12.1 Reference to obligations or liability owed by you under this Agreement shall also be owed by the Lead Guest. You agree to use best endeavours to assist us with respect to any enforcement action, claim or other recourse against the Lead Guest or a member of the Group.
- 12.2 We may transfer our rights and obligations under these Terms to another individual, but this will not affect your rights or our obligations under these Terms.
- 12.3 Except for you and us, no other person shall have any rights to enforce any of these Terms.
- 12.4 Each of the paragraphs of these Terms operates separately. If any court or relevant authority decides that any of them are unlawful, the remaining paragraphs will remain in full force and effect.
- 12.5 If we fail to insist that you perform any of your obligations under these Terms, or if we do not enforce our rights against you (or if we delay in doing so) that will not mean that we have waived our rights against you and will not mean that you do not have to comply with those obligations. If we do waive a default by you, we will only do so in writing, and that will not mean that we will automatically waive any later default by you.
- 12.6 These Terms are governed by English law. All parties agree to submit to the non-exclusive jurisdiction of the English courts. However, if you are a resident of Northern Ireland you may also bring proceedings in Northern Ireland, and if you are a resident of Scotland, you may also bring proceedings in Scotland.

Version 1.0 – 1st October 2023

SCHEDULE OF CHARGES:

CHECK IN & CHECK OUT CHARGES

You will have access to the apartment from 2pm on the arrival day, and will vacate the apartment by 10am on the departure date.

Complimentary meet and greet check-ins are by prior appointment between 2.00pm and 5.30pm according to availability.

Late or early check-ins are subject to availability and charge, please enquire.

CALLOUT CHARGES

In the event that we are required to attend the property, or any other location as a result, in order to resolve an issue outside of our responsibility (including but not limited to; lost keys/locking yourself out, tripping the electrical supply through misuse of an appliance or use of own faulty appliance), you will be liable for a callout charge, and/or ongoing charges, for time taken to resolve the issue, whatever it may be and howsoever caused. These charges do not include any other costs (such as materials) incurred. Travel time is included in the charge calculation. Charges are as follows:

Rate 1 £50 – Office hours of 9am to 5.30pm, Monday to Friday (excluding Public Holidays)

Rate 2 £100 – Out of office hours, Weekend and Public Holidays



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