



Homely Spaces Terms & Conditions

TERMS & CONDITIONS

These terms and conditions govern your use of our website; by using our website, you accept these terms and conditions in full. If you disagree with these terms and conditions or any part of these terms and conditions, you must not use our website.

Licence to use website

Unless otherwise stated, we or our licensors own the intellectual property rights in the website and material on the website. Subject to the licence below, all these intellectual property rights are reserved.

You may view, download for caching purposes only, and print pages from the website for your own personal use, subject to the restrictions set out below and elsewhere in these terms and conditions.

You must not:

1. republish material from this website (including republication on another website);
 2. sell, rent or sub-license material from the website;
 3. show any material from the website in public;
 4. reproduce, duplicate, copy or otherwise exploit material on our website for a commercial purpose;
 5. edit or otherwise modify any material on the website; or
- redistribute material from this website except for content specifically and expressly made available for redistribution such as our claims forms.

Acceptable use

You must not use our website in any way that causes, or may cause, damage to the website or impairment of the availability or accessibility of the website; or in any way which is unlawful, illegal, fraudulent or harmful, or in connection with any unlawful, illegal, fraudulent or harmful purpose or activity.

You must not use our website to copy, store, host, transmit, send, use, publish or distribute any material which consists of (or is linked to) any spyware, computer virus, Trojan horse, worm, keystroke logger, rootkit or other malicious computer software.

You must not conduct any systematic or automated data collection activities (including without limitation scraping, data mining, data extraction and data harvesting) on or in relation to our website without our express written consent.

You must not use our website to transmit or send unsolicited commercial communications.

You must not use our website for any purposes related to marketing without our express written consent.

User-generated content

In these terms and conditions, “your user content” means material (including without limitation text, images, audio material, video material and audio-visual material) that you submit to our website, for whatever purpose.

You grant to us a worldwide, irrevocable, non-exclusive, royalty-free licence to use, reproduce, adapt, publish, translate and distribute your user content in any existing or future media. You also grant to us the right to sub-license these rights, and the right to bring an action for infringement of these rights.

Your user content must not be illegal or unlawful, must not infringe any third party’s legal rights, and must not be capable of giving rise to legal action whether against you or us or a third party (in each case under any applicable law).

You must not submit any user content to the website that is or has ever been the subject of any threatened or actual legal proceedings or other similar complaints.

We reserve the right to edit or remove any material submitted to our website, or stored on our servers, or hosted or published upon our website.

Limited warranties

Whilst we endeavour to ensure that the information on this website is correct, we do not warrant its completeness or accuracy; nor do we commit to ensuring that the website remains available or that the material on the website is kept up-to-date.

To the maximum extent permitted by applicable law we exclude all representations, warranties and conditions relating to this website and the use of this website (including, without limitation, any warranties implied by law of satisfactory quality, fitness for purpose and/or the use of reasonable care and skill).

Limitations of liability

Nothing in these terms and conditions (or elsewhere on our website) will exclude or limit our liability for fraud, for death or personal injury caused by our negligence, or for any other liability which cannot be excluded or limited under applicable law.

Subject to this, our liability to you in relation to the use of our website or under or in connection with these terms and conditions, whether in contract, tort (including negligence) or otherwise, will be limited as follows:

1. to the extent that the website and the information and services on the website are provided free-of-charge, we will not be liable for any loss or damage of any nature;
2. we will not be liable for any consequential, indirect or special loss or damage;
3. we will not be liable for any loss of profit, income, revenue, anticipated savings, contracts, business, goodwill, reputation, data, or information;
4. we will not be liable for any loss or damage arising out of any event or events beyond our reasonable control;
5. our maximum liability in relation to any event or series of related events will be limited to £5,000

Indemnity

You hereby indemnify us and undertake to keep us indemnified against any losses, damages, costs, liabilities and expenses (including without limitation legal expenses and any amounts paid by us to a third party in settlement of a claim or dispute on the advice of our legal advisers) incurred or suffered by us arising out of any breach by you of any provision of these terms and conditions, or arising out of any claim that you have breached any provision of these terms and conditions.

Breaches of these terms and conditions

Without prejudice to our other rights under these terms and conditions, if you breach these terms and conditions in any way, we may take such action as we deem appropriate to deal with the breach, including suspending your access to the website, prohibiting you from accessing the website, blocking computers using your IP address from accessing the website, contacting your internet service provider to request that they block your access to the website and/or bringing court proceedings against you.

Variation

We may revise these terms and conditions from time-to-time. Revised terms and conditions will apply to the use of our website from the date of the publication of the revised terms and conditions on our website. Please check this page regularly to ensure you are familiar with the current version.

Assignment

We may transfer, sub-contract or otherwise deal with our rights and/or obligations under these terms and conditions without notifying you or obtaining your consent. You may not transfer, sub-contract or otherwise deal with your rights and/or obligations under these terms and conditions.

Severability

If a provision of these terms and conditions is determined by any court or other competent authority to be unlawful and/or unenforceable, the other provisions will continue in effect.

If any unlawful and/or unenforceable provision would be lawful or enforceable if part of it were deleted, that part will be deemed to be deleted, and the rest of the provision will continue in effect.

Exclusion of third party rights

These terms and conditions are for the benefit of you and us, and are not intended to benefit any third party or be enforceable by any third party. The exercise of our and your rights in relation to these terms and conditions is not subject to the consent of any third party.

Entire agreement

These terms and conditions together with our privacy policy, constitute the entire agreement between you and us in relation to your use of our website, and supersede all previous agreements in respect of your use of this website.

Law and jurisdiction

These terms and conditions will be governed by and construed in accordance with English law, and any disputes relating to these terms and conditions will be subject to the exclusive jurisdiction of the courts of England and Wales.

Our details

Homely Spaces whose registered address is Fao Mj Support And Co Suite 401, Coventry Chambers, 1-3 Coventry Road, Ilford, England, IG1 4QR. We will contact you to discuss your booking enquiry via phone and/or email. Your Details will not be shared with any third parties.

The full name of our company is Homely Spaces Limited. You can contact using the following email, hello@homelyspaces.com

These terms and conditions are based on a precedent available at Website Contracts and Website Law.

HOMELY SPACES

ACCOMMODATION HIRE AGREEMENT

Accommodation Hire Agreement – Homely Spaces

THESE TERMS AND CONDITIONS APPLY TO THE CONTRACT BETWEEN HOMELY SPACES LTD, WHO HAS ITS REGISTERED OFFICE AT FAO MJ SUPPORT AND CO, SUITE 401, COVENTRY CHAMBERS, 1-3, COVENTRY ROAD, ILFORD, ENGLAND IG1 4QR (“WE” or “US”) AND YOU FOR THE HIRE OF A SERVICED ACCOMMODATION PROPERTY.

IT IS AGREED AS FOLLOWS:

Upon booking with us you are deemed to have read in full and accepted the following Terms and Conditions. Government issued photographic ID must be provided prior to check-in, namely in the form of a valid passport or driving license.

1. THE ACCOMMODATION

1.1 We shall provide and you shall hire the Accommodation for the Hire Period, at the Agreed Price and upon the terms of this Agreement.

1.2 We shall additionally provide:

(a) routine maintenance services as are required to keep the Accommodation in good and working condition;

(b) cleaning and fresh bed linen and towels; and

(c) Furniture and Appliances.

1.3 We give you the right (in common with us and all others authorised by us) to use the Accommodation for the Hire Period. This right shall expire at the end of the Hire Period (subject to any earlier termination in accordance with this Agreement) or at the expiry of any period of extension of the Hire Period.

1.4 You acknowledge that this Agreement 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 For Bookings relating to accommodation that we do not own or operate, we act as an introductory agent only for our principal. In this case you acknowledge that your agreement to hire accommodation is with our principal and we act as the principal's agent only. You agree to indemnify us and keep us indemnified on demand for all claims, liabilities, losses, costs and expenses (including legal fees) incurred or suffered in connection with any contract or prospective contract between you and the principal which shall be made available to you on request.

Services

We cannot be held responsible for failure or interruption of services within or outside of the Accommodation or development building – this includes utilities, appliances and communications (Washing Machine, Tumble Dryer, Dishwasher, Television, Broadband, Wi-Fi, Electricity, Water, and Heating).

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.

If there is an interruption to any services, once we receive notification, we will use all reasonable efforts to rectify the issue within a reasonable period of time. Facilities and services in common areas within the building (i.e. lift, door system) are the responsibility of the building managers and not us.

We reserve the right to add or remove any of its services without prior notice.

We endeavour to have each accommodation cleaned and ready for new guests by the check in time, however on rare occasions and in the event of staff shortage there may be a delay in cleaning. In the event of this, guests will be given access to the

Accommodation from the check in time and the Accommodation will be cleaned as soon as possible. No compensation will be given for this.

Broadband

Wireless fibre broadband (Wi-Fi) is available in all accommodation locations and is provided free of charge. We cannot guarantee connectivity at any given time; however we endeavour to maintain the hardware and connection within all accommodation. If there is a fault with the hardware provided (wireless router) we will give support and maintenance. If the fault is deemed to be with the guests hardware/devices, support will not be provided. If the Broadband key/fob code is removed, taken or lost upon checkout you will be charged £200 for a replacement.

Extra Linen

Extra bed linen can be provided at a cost of £25.00 per set. Extra towels can be provided at a cost of £15.00 per set. Extra linen must be ordered within office hours (9am-5pm Monday-Friday) and will be provided as soon as possible, or within 24 hours.

Housekeeping

A weekly or fortnightly housekeeping service is provided for stays of 6 nights or more (optional) at £60 per clean unless this was specifically included in your quotation. This service includes cleaning the Accommodation and refreshing the bed linen and towels as well as topping up supplies.

If you chose to opt out of this service, the Accommodation must be kept clean and in good condition for the duration of your stay. Failure to do so will result in additional cleaning charges in order to complete a thorough, deep cleaning once check-out is complete.

Emergency Call Outs

The emergency number is provided to give guests a direct line to a maintenance manager out of office hours. This number is only to be used for emergencies (Flood, Fire, Power Cut, and Lost Keys). If the number is used for any non-emergency reason, we reserve the right to charge the guest a call out fee of £150.00. In case of a fire, call 999 immediately.

Luggage & Mail Storage

We do not provide any storage facilities for luggage or personal belongings, including post or packages.

We cannot under any circumstances accept any of these items. We do not provide keys to the Accommodation post boxes, the post boxes are checked regularly and if requested, post will be delivered to the Accommodation, otherwise it is returned. There is no mail forwarding service once the guest has checked out.

2. BOOKING AND PAYMENT

2.1 At the outset you must provide us with sufficient information to conclude a Booking. We reserve the right to reject any Booking.

2.2 Any special requests relating to the hire of the Accommodation should be notified prior to Booking. We will use reasonable endeavours to accommodate any special requests and special requests may incur Additional Charges.

2.3 Payment of the Agreed Price is due within 24 hours of Booking, unless otherwise agreed. Where you default on payment, we may terminate this Agreement immediately upon notice to you.

2.4 All payments due are exclusive of VAT, which will be charged to you at the prevailing rate where applicable.

2.5 Unless otherwise agreed in writing, for every full or part day the Accommodation has not been returned beyond the agreed date of return we may charge a full day's hire at current hire rates for each part or full day the Accommodation is not returned to us. Payment of any such further charges shall be made upon demand and you authorise us to take such further charges from any credit or debit card used to make the Booking. Failing this, it will be deducted from the security deposit.

2.6 You shall not have any right of set-off against, deduction, counterclaim or withholding of any amount payable by you under this Agreement.

2.7 You shall pay on demand default interest charges (both before and after any judgement) on any sum payable by you to us under this Agreement and not received by the due date at the annual rate of 5 per cent above the Bank of England base rate in force at the time calculated on a daily basis and compounded on a monthly basis from the due date for payment until payment is received by us in cleared funds.

2.8 Payments for Extensions are due before the cancellation notice period.

3. CANCELLATIONS

3.1 Any Booking cancellations must be notified to us in writing or via email.

3.2 Where you give notice of cancellation at least fourteen days' prior to the commencement of the Hire Period, no cancellation charge shall apply.

3.3 Where you give less than fourteen days' notice of cancellation (or 30 days for stays of two weeks or more), we may charge a cancellation fee equivalent to the Agreed Price.

3.4 The Accommodation's weekly rental shall be determined by reference to the Agreed Price and the Booking.

3.5 Where you fail to arrive and check-in to the Accommodation as agreed we will charge the cancellation fee referred to in this clause 3.

3.6 Where we act as agent for a preferred supplier their terms and conditions may differ from our own. The specific cancellation policy should be requested at the time of booking and will be stated on the confirmation otherwise the supplier's terms and conditions will prevail.

4. ARRIVAL AND DEPARTURE

4.1 You may check-in to the Accommodation from 15:00 hours onwards on the first day of the Hire Period, unless agreed otherwise with us.

4.2 You must check-out of the Accommodation by 11:00 hours on the last day of the Hire Period. Failure to do so may result in further charges pursuant to clause 2.6 above.

4.3 Earlier check-in or later check-out is subject to availability upon request and may incur Additional Charges.

4.4 We will provide you with more specific instructions relating to check-in (including key collection) prior to the commencement of the Hire Period; and check-out instructions (including key return) upon your arrival at the Accommodation or prior to departure.

5. YOUR OBLIGATIONS

5.1 You shall throughout the Hire Period:

5.1.1 use the Accommodation as private residential accommodation only;

5.1.2 ensure that the number of persons using the Accommodation does not exceed the maximum number of people allowed, notified to you upon Booking and based upon the number of bed places in the Accommodation;

5.1.3 keep the Accommodation at all times in good repair, condition and in a clean and tidy state;

5.1.4 not repair or attempt to repair or carry out work to the Accommodation or allow any third party to do so unless instructed so to do by us in writing;

5.1.5 notify us immediately upon causing or becoming aware of any damage to the Accommodation or its contents;

5.1.6 not allow any pets or animals to enter the Accommodation unless by prior arrangement (we must provide you with written consent). Additional pet charges apply;

5.1.7 not smoke in the Accommodation and common areas;

5.1.8 not cause (or invite anyone into the Accommodation who causes) a nuisance or disruption to occupiers of nearby premises;

5.1.9 not behave in an abusive or threatening manner toward our staff;

5.1.10 not remove any Furniture and Appliances or other items from the Accommodation without our prior consent;

5.1.11 return the Accommodation to us at the end of the Hire Period or upon the earlier termination of this Agreement in accordance with the terms of this Agreement and in good repair, condition and in a clean and tidy state; and

5.1.12 indemnify us and keep us indemnified on demand for all claims, liabilities, losses, costs and expenses (including legal fees) incurred or suffered by us (except any incurred as a result of our default) in connection with this Agreement or in connection with any use or misuse of the Accommodation, except for personal injury or death caused by our negligence.

5.1.13 not move any furniture within the Accommodation.

5.2 You agree to give us or our authorised representatives permission at all reasonable times to enter the Accommodation to inspect the condition of the Accommodation.

5.3 If you default in any of your obligations under this Agreement, we may terminate this Agreement immediately upon notice to you.

6. SECURITY DEPOSIT

6.1 Please ensure that you inspect the Accommodation immediately upon check-in and arrival. Unless we receive notification otherwise within 2 hours of check-in and arrival, we will be entitled to assume that you have fully accepted that the condition of the Accommodation is as per the Inventory and Condition Report (or, if there is no Inventory and Condition Report, is in good repair, condition and in a clean and tidy state) and you will waive any right to claim otherwise.

6.2 Risk of damage to the Accommodation and Furniture and Appliances will pass to you on check-in and arrival and shall remain with you until the Hire Period has expired or the Accommodation is returned to us in accordance with the terms of this Agreement. You shall make good to us all loss or damage whatsoever of or to the Accommodation occurring during or arising from the Hire Period and all reasonable loss of rental resulting from such loss or damage. However you shall not be liable for loss or damage caused by fair wear and tear only.

6.3 A security deposit to cover your obligations under this clause 6 may be taken at or prior to arrival and check-in to the Accommodation. This may be in the form of a payment or an authorisation to deduct payment from your debit or credit card used to make the Booking. Any security deposit paid will be returned to you in full (or any payment authorisation cancelled) upon the Accommodation being returned to us in accordance with the terms of this Agreement. Where you are liable for loss or damage under clause 6.2 above we may withhold some or all of your deposit to cover our loss and damage and our administration fees associated with repairing the Accommodation (refer to Additional Charges for details of such administration fees).

7. ADDITIONAL CHARGES

7.1 Additional Charges which may be payable include those items specified in the Booking or detailed in this clause.

7.2 In the case of Additional Charges becoming payable, you hereby authorise us to take all additional payments from the credit or debit card used to make the Booking. If no credit or debit card was used in the Booking you must pay Additional Charges by another acceptable means. We may also deduct such charges from your security deposit.

7.3 The Accommodation should be left in a reasonable state on departure, if (at our absolute discretion) we consider additional specialist cleaning is required (for example carpet cleaning to remove a stain), we will charge an additional fee of £150.00. When

the duration of the booking is in excess of 28 days, a discretionary final cleaning charge of up to £150 may be charged if an accommodation is deemed unfit for occupation, you will be obliged to pay compensation to us for loss of revenues in addition to the costs of cleaning and repair.

7.4 We reserve the right to charge £250 (in addition to the general cleaning charges) for specialist cleaning to an accommodation and/or its contents where it is left in an exceptionally bad condition or if we believe smoking has taken place in the Accommodation or there have been unauthorised pets in the Accommodation.

7.5 Fair use policy: A fair use policy is applied in relation to usage of utilities in the Accommodation. Any usage for electricity and/or gas exceeding £150 per month for a one bedroom accommodation or £200 per month for a two bedroom accommodation will be payable by the guest. We reserve the right to deduct such charges from the security deposit or by any other acceptable means.

7.5 Damages: Damages to the Accommodation or contents must be paid in full by you. In the event of any breakages or damage discovered during your stay or after you vacate, we will notify you by e-mail or telephone immediately or within 48 hours of your Departure, providing a detailed breakdown of the damage and where is possible a cost of rectification. Where possible, photographic evidence will also be supplied. It is your responsibility to check all items and to ensure that there is no damage to these items. Condition reports can also be provided at the beginning and at the end of the accommodation period if requested.

7.6 Lost, damaged, or non returned parking permits will be charged at £200 each.

7.7 Lost, damaged or non returned keys will be charged at £100 per set.

7.8 Lost, damaged or non returned electronic parking fobs will be charged at £200 per fob.

7.9 Lost, damaged or non returned door sensor fobs will be charged at £200 per fob.

8. EXTENSIONS AND CHANGES

8.1 Should you wish to extend the Hire Period a request must be submitted to us and we may at our discretion and subject to availability, grant such request.

8.2 In the case of an extension under clause 8.1, full payment should be made immediately or within 24 hours of making the request. In any event extensions must be requested and fully paid for at least 24 hours prior to the expiry of the current hire period

(subject to availability). Payment for extensions may not be deducted from the security deposit we hold.

8.3 Where the accommodation specified in the Booking becomes unavailable prior to the commencement of the Hire Period, we may relocate you to an accommodation of similar type and standard in a similar location. Where such alternative accommodation is priced higher than the accommodation specified in the accommodation's Booking, the Agreed Price shall remain the same.

9. INSURANCE AND LIABILITY

9.1 We shall have no liability whatsoever (whether for breach of contract, tort (including but not limited to negligence) or breach of statutory duty) for any loss of profit, loss of or damage to goodwill, increased costs, loss of anticipated savings, loss of business, loss of reputation, theft of, loss of or damage to your property and any special, indirect or consequential losses or damages, and in any event, our total aggregate liability for all losses or damages suffered or incurred by you (whether arising through breach of contract, tort (including but not limited to negligence) or any breach of statutory duty) shall not exceed the aggregate Agreed Price paid by you.

9.2 You shall be solely responsible for and hold us fully indemnified against all claims, demands, liabilities, losses, damages, proceedings, costs and expenses suffered or incurred by us as a result of any breach or default on the part of you, your employees or agents in the discharge of your obligations under this Agreement.

9.3 You have selected the Accommodation as being fit and suitable for your needs. We make no warranty or representation as to the suitability or fitness for purpose of the Accommodation and exclude all liability in this regard. You further acknowledge that, although content on the Website, including any photographs, drawings or plans of the Accommodation, is published in good faith, we do not warrant that any of the content accurately or completely describes the Accommodation. The actual Accommodation size, design, fixtures, furnishings and facilities may vary.

9.4 We do not exclude liability for death or personal injury caused by our negligence or for fraudulent misrepresentation.

10. COMPLAINTS

We aim to provide a quality service. We urge you to immediately raise anything you are not satisfied with by phone to +639 (0) 674089418 or by email to hello@homelyspaces.com. We will do our best to resolve any issues that arise.

11. SMOKING

Smoking of any form (including vaping) is not permitted in the Accommodation or in the internal communal areas of the Accommodation. A surcharge of £250 or loss of total deposit will be made if evidence of smoking is discovered in the Accommodation.

12. TERMINATION

12.1 We may terminate this Agreement immediately by giving written notice to you if:

12.1.1 you commit any material or persistent breach of this Agreement and, if the breach is capable of remedy, fail to remedy it within 24 hours after being notified of the breach provided that, if such breach is a repeated breach then no time to remedy need be given; or

12.1.2 you shall do or allow to be done any act or omission which in our opinion may jeopardise our rights in the Accommodation or any part thereof, or if you abandon the Accommodation; or

12.1.3 any sum payable by you under this Agreement is not received by us on the due date for such payment and such non-payment is not remedied within 24 hours of you being given written notice by us to that effect.

12.2 Upon expiry or termination of this Agreement for any reason whatsoever you shall:

12.2.1 pay to us any Agreed Price in arrears and all other moneys due under this Agreement;

12.2.2 return the Accommodation to us in good repair, condition and in a clean and tidy state; and

12.2.3 indemnify us against all reasonable costs incurred by us as a result of any failure to comply with such return conditions (as provided in Clause 5).

12.3 Any of our rights arising prior to the termination of this Agreement (howsoever arising) shall remain in force notwithstanding such termination.

12.4 We reserve the right to recover the Accommodation from you if you default in surrendering the Accommodation back to us. You shall indemnify us and keep us

indemnified against any and all costs, losses and expenses (including legal expenses) incurred in retaking possession of the Accommodation.

13. GENERAL

13.1 Force Majeure

No party will be liable to the other for any delay or non-performance of its obligations under this Agreement arising from any cause or causes beyond its reasonable control including, without limitation, any of the following: act of God, governmental act, war, fire, flood, explosion or civil commotion.

13.2 Waiver

An omission by a party to exercise, or a delay in exercising, any right or remedy under this Agreement shall not constitute a waiver of the right or remedy or a waiver of any other rights or remedies which that party may otherwise have and no single or partial exercise of any right or remedy under this Agreement shall prevent any further exercise of the right or remedy or the exercise of any other right or remedy.

Any waiver of a breach of any of the terms of this Agreement or of any default under this Agreement shall not be deemed a waiver of any subsequent breach or default and shall not affect the other terms of this Agreement.

13.3 Entire Agreement

Each party acknowledges that this Agreement constitutes the entire agreement and understanding between the parties with respect to the subject matter of this Agreement and supersedes all prior discussions, understandings and agreement between the parties and their agents except for such variations as shall be agreed in writing by us and you.

Each party also agrees that in entering into this Agreement, it is not relying on any statements, warranties or representations given or made (whether negligently or innocently and whether express or implied), or any acts or omissions by or on the part of any other party in relation to the subject matter of this Agreement (except those expressly set out in this Agreement) and it undertakes not to enforce or pursue any rights or remedies with respect to such subject matter otherwise than under this Agreement and hereby waives and releases the other party in respect thereof absolutely.

13.4 Assignability

This Agreement is personal to the parties.

We may assign our right title benefit and interest in and to this Agreement without your consent. You may not assign your right title benefit and interest in and to this Agreement.

13.5 Rights of Third Parties

A person who is not party to this Agreement (a “third party”) has no right under the Contracts (Rights of Third Parties) Act 1999 (“the Act”) to enforce any term of this Agreement, but this does not

affect any right or remedy of a third party which exists or is available apart from the Act.

13.6 Notices

Any notice or demand to be given under this Agreement by either party to the other shall be in writing and shall be deemed to have been properly served if left at or sent by first class pre-paid post to or to that party’s email address as mentioned in this Agreement or last known to the party sending the notice or demand and if so posted shall be deemed to have been received on the day following the date of posting and if sent by email shall be deemed to have been received twelve hours after the time of transmission or, if transmitted out of normal business hours, four hours after the subsequent opening of business.

13.7 The parties agree that any disputes arising under or in any way connected with the subject matter of this Agreement (whether of a contractual or tortious nature or otherwise) shall be subject to English law and to the exclusive jurisdiction of the English courts.

13.8 Interpretation

In this Agreement the following words and phrases shall have the following meanings unless the context otherwise requires:

“Agreement” means this agreement;

“Additional Charges” include, but are not restricted to, the additional charges in clause 7 which you are liable to pay for facilities and additional items;

“Agreed Price” means the price at which you agree to hire the Accommodation, as identified in the Booking or in any subsequent agreement or correspondence;

“Accommodation” means the accommodation, house or any other residential property identified in the Booking or a property of similar type and standard in a similar location;

“Arrival Date” means the first day of the Hire Period, as identified in the Booking or in any subsequent agreement;

“Booking” means an offer from you to us to hire the Accommodation on the terms of this Agreement following your provision of sufficient information to enable us to complete our telephone or Website provisional booking process;

“Furniture and Appliances” means such furniture and appliances usually found within the Accommodation and any other items which we agree to provide;

“Hire Period” means the period commencing on the Arrival Date and expiring on delivery of the Accommodation back to us;

“Inventory and Condition Report” means our report on the condition of the Accommodation and its contents;

“VAT” means Value Added Tax at the rate in force for the time being;

“Website” means www.homelyspaces.com.

14. Acceptance of Terms and Conditions / Contract of Hire

All bookings are subject to these terms and conditions that are deemed to have been accepted in full by the hirer and all persons in the party. Payment of deposit and/or Booking fee also indicates acceptance of these Terms and Conditions.