



This form must be completed by the cardholder or authorised person of the payment card

Title: _____ **Family/Surname:** _____

First Name: _____ **No. of guests:** _____

Business Name (if company booking) _____

Important: Money, jewels, and other valuables are brought into the property at the guest's sole risk. FERNDALE APARTMENTS or the management accept no liability and shall not be responsible for any loss or damages, the guests remain solely responsible for the safekeeping of such items.

Parking may be provided on site by FERNDALE APARTMENTS but we cannot be held liable for theft or damage.

TERMS

Photo ID must be uploaded before submitting this form. Photo ID must be a driver's license, or passport, or other form of government issue ID complete with photograph.

Guests are reminded that smoking anywhere on the premises, including balconies/terraces is forbidden and any evidence of such will result in a deduction from your card, a minimum of £150 will be used to pay for the deep clean that the apartment will require after their departure.

Damage to property and or the removal of property from the apartment or premises will be charged to the cardholder.

Missing keys / fobs / permits will be charged to the cardholder or taken from the security deposit.

Keys/door fob – from £50

Parking fob – from £50

Any indication of forbidden or illegal activities such as partying, drug taking, or soliciting will result in an immediate cancellation of the booking with no refund or the loss of your security deposit in full.

Evidence of additional undeclared guests will result in either an immediate cancellation with no refund or an amended accommodation charge at our discretion.

By signing this form, I agree to the booking terms summarised above, in full below, and shown here <http://ferndaleapartments.co.uk/terms-and-conditions/> and understand that my details will be used for legitimate and necessary administrative purposes only. Ferndale Property Ltd guarantees not to disclose information to third parties unless requested under The Immigration (Hotel Records) Order 1972

Cardholder's signature/or Cardholder's authorized representative.

Terms and Conditions FERNDAL APARTMENTS

By booking accommodation with FERNDAL PROPERTY LTD T/A Ferndale Apartments you are agreeing to the following terms and conditions.

1. The Booking

Your booking is with FERNDAL PROPERTY LTD T/A Ferndale Apartments (referred to as FERNDAL APARTMENTS in these terms and conditions) which is a Limited Company registered in England and Wales 10534725, of 111, High Street, Edgware, HA8 7DB

- 1.1. References to you or your are references to the person or organisation making the booking with FERNDAL APARTMENTS
- 1.2. These terms apply to bookings made via the FERNDAL APARTMENTS website, by email, by messenger application, or telephone or in person with FERNDAL APARTMENTS – these terms also apply when a booking has been made by an OTA – (online travel agency such as Booking.com or Airbnb)
- 1.3. Your booking is confirmed and a legal contract concluded once your payment has been successfully made. No booking is made or contract concluded when payment is declined or unauthorised.
- 1.4. You agree that the booking is for a short term stay for business or temporary purposes and does not give rise to an assured shorthold tenancy or lease and is an excluded agreement within the meaning of s.3A(7)(a) of the Protection from Eviction Act 1977.
- 1.5. Bookings can be for any length from one night up to twelve months. Bookings may be made at any time up to 3 hours prior to your stay to enable us to check your status and credit card details are correct. Access is only provided once any contractual obligations have been met by you.
- 1.6. Bookings may only be made by a person aged 18 or above and there must be at least one person aged 18 or above staying in the accommodation. Proof of ID is required, as is proof of address which must match that of the credit card used for payment. If ID is not provided we will request all payments to be made by Bank Transfer. We reserve the right on certain occasions to require the minimum age for booking to be 21 or 25. We reserve the right on certain occasions to require the submitted ID to hold current valid address e.g. driving licence and/or bank statement for the card being used & dated within 3 months. In certain circumstances we reserve the right to see an image of the front and back of the credit card being used for payment.
- 1.7. You may not re-sell or re-assign your booking to any other person or organisation except with the express authority of FERNDAL APARTMENTS

2. Payment and Cancellations

- 2.1. All payments shall be made by Bank Transfer or Credit or Debit Card (Paypal is also accepted if this method has been used on an OTA). FERNDAL APARTMENTS do not charge booking fees or credit or debit card fees.
- 2.2. Full payment is required upon booking unless expressly agreed otherwise by FERNDAL APARTMENTS
- 2.3. The total price for your entire stay will be presented to you before you confirm your booking and make payment. Our pricing is dynamic and therefore the price for the same or similar accommodation may vary over time after your booking is made. This does not confer upon FERNDAL APARTMENTS any right to require additional payment where the price increases and does not confer any right on you to a discount if the price decreases.
- 2.4. Cancellations: If you have chosen a flexible rate when booking and you cancel more than 14 days before the booking commences, you will receive a full refund. If you cancel within 14 days the booking commences or if you have booked a non-refundable rate when booking then any cancellation is non refundable.
- 2.5. Should you cancel and are not entitled to a refund depending on the reasons for your cancellation, you may be able to reclaim cancellation charges from your insurance company if you have taken out travel insurance. We strongly recommend that clients purchase adequate travel insurance. Regrettably, for the reasons given above, we have to treat any curtailment of your stay as a cancellation.

- 2.6. In exceptional circumstances it may be necessary for us (FERNDALE APARTMENTS) to cancel a booking, in the event of this we shall make all reasonable efforts to offer a suitable alternative within our property portfolio, if we cannot offer alternative accommodation we will provide a full refund for the dates we cannot accommodate.
- 2.7. **Deposit:** A fully refundable damage/security deposit MUST be pre-authorized or paid before entry to the accommodation is granted. The security deposit ranges from £200 to £500 for any booking (per apartment), Deposits are taken by way of a credit/debit card. This deposit is fully refundable upon check-out, subject to an inspection of the accommodation and that there has been no breach of any terms and conditions during the stay. Refunds are processed up to 7 days from the day of check out.

Please Note: Any existing issues which are noticed when you arrive at the apartment must be reported to us immediately by email at bookings@ferndaleapartments.co.uk or by Whatsapp on +447790535535, a photo of the issue must be attached.

3. Your stay

- 3.1. FERNDALE APARTMENTS will supply you with access details to obtain keys for most of our apartments/houses. If it is necessary to meet you to hand over keys a time must be agreed at least 24 hours before the check in time. In any case a time must be agreed no later than by 9am of the check in day. A FERNDALE APARTMENTS representative will meet you at the agreed time and will wait for 15 minutes. If you do not arrive within 15 minutes of the agreed arrival time, then FERNDALE APARTMENTS will charge £10 per 15 minute blocks after the 15th minute of the original agreed arrival time.

For example agreed arrival time 3.00pm
Arrive by 3.15pm - no charge
Arrive between 3.16pm & 3.30pm - £10 charge
Arrive between 3.31pm & 3.45pm - £20 charge
Arrive between 3.46pm & 4.00pm- £30 charge

If you are more than 1 hour late then FERNDALE APARTMENTS reserves the right to return to our offices and to re-attend and charge a call out fee of £100.

- 3.2. Check-in time is from 3pm and check-out time is no later than 11am, unless otherwise expressly agreed by FERNDALE APARTMENTS. FERNDALE APARTMENTS may request an additional payment for early check-in or later check-out. Information on the check-in and check-out procedure and access to the accommodation will be provided separately.
- 3.3. Any issues which are noticed when you arrive at the apartment must be reported to us immediately by email at bookings@ferndaleapartments.co.uk or by Whatsapp on +447790535535, a photo of the issue must be attached.
- 3.4. FERNDALE APARTMENTS provide serviced accommodation rather than a hotel or guest house service. FERNDALE APARTMENTS do not provide meals or newspapers. A maid service is provided on every 7th night of a stay. This service includes cleaning the apartment and refreshing the bed linen and towels. This does not include washing up or loading and unloading of the dishwasher (where applicable). We shall endeavour to give notice of our intention to attend, but cannot guarantee this. We are unable to service apartments where the floors and surfaces are covered with personal effects.
- 3.5. Included in your room/apartment will be linen and towels, toilet roll, body wash, shampoo and hand wash. A daily or mid-week cleaning/maid service is provided and further information is available on request.
- 3.6. Your accommodation may also include an initial supply of coffee, tea, sugar/sweetener, breakfast cereals, jams and kitchen roll
- 3.7. Our apartments are equipped with a ring.com video doorbell. This doorbell gives instant access to a member of the Ferndale team should you require it. It also monitors guests entering and leaving an apartments door. We do not have any cameras inside any of our properties.

- 3.8. You are responsible for the conduct of all persons staying within the accommodation and shall ensure that they comply with these terms and conditions. In particular you and your guests must not:
- 3.8.1. Smoke in the premises. All rooms and common spaces in our accommodation is strictly non-smoking – you and other guests may only smoke outside of the premises.
 - 3.8.2. Bring any pets into the premises, with the exception of assistance dogs or unless expressly agreed by FERNDALÉ APARTMENTS;
 - 3.8.3. Bring any potentially dangerous or hazardous materials or equipment onto the premises;
 - 3.8.4. Tamper with any fire alarms/security or emergency equipment;
 - 3.8.5. Remove, damage or destroy any FERNDALÉ APARTMENTS property;
 - 3.8.6. Use any technology provided by FERNDALÉ APARTMENTS to download or access any unlawful or obscene material;
 - 3.8.7. Cause unreasonable disturbance to neighbours, other guests or any FERNDALÉ APARTMENTS staff;
 - 3.8.8. Make excessive noise particularly after 11pm especially from excess guests on site, TV's and other electronic devices;
 - 3.8.9. Fail to return your accommodation's keys/fobs/cards at the end of your stay as, in the interests of security, we may have to replace the corresponding locks;
 - 3.8.10. Allow a party or gathering to occur in the premises.
- 3.9. We cannot be held responsible for failure or interruption of services within or outside of the apartment 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.
- 3.10. 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 FERNDALÉ APARTMENTS.
- 3.11. We reserve the right to add or remove any of its services without prior notice.
- 3.12. We endeavour to have each apartment 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 apartment from the check in time and the apartment will be cleaned as soon as possible. No compensation will be given for this.
- 3.13. Wireless broadband (Wi-Fi) is available in all apartment 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 apartments. 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 available.
- 3.14. Apartments with a mobile wi-fi unit have limited data (25-50GB). This data is sufficient for light use only ie emails. Heavy use such as streaming or continual refreshing of heavy sites such as Facebook will use up the available data very quickly. We are not obliged to replenish this data if it runs out during your stay.
- 3.15. 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 £200.
- 3.16. 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 apartment post boxes, we do not give permission for the post boxes to accept post. All post will be returned to sender.
- 3.17. Should any lost property be found at our accommodation then it is the sole responsibility of the guest to collect said property within 14 days of the checkout date. Any items not collected within 14 days of checkout will be disposed of. We may offer a service whereby a guest pays for the lost property to be returned but this is not a guaranteed service and is at the sole discretion of Ferndale Property LTD

- 3.18. Representatives of FERNDALE APARTMENTS or their subcontractors have the right of access to the property at any time, with due regard to the convenience of the hirer, for the purpose of inspection of the property and to carry out any essential repair or maintenance work.

4. Damage, theft, refusal to leave and costs

- 4.1. FERNDALE APARTMENTS reserves the right to charge to the credit/debit card used for payment or any other card used to provide security in respect of:
- 4.1.1 The cost of replacing or repairing any property of FERNDALE APARTMENTS including furniture, upholstery, fittings, appliances or other fixtures and items which are damaged during your stay;
 - 4.1.2 The cost of replacing any items of property which are stolen from the accommodation during your stay
 - 4.1.3 Any breach of our non-smoking policy. A standard charge from £150 will be charged to your card where we find evidence of smoking within the accommodation to cover cleaning costs but we reserve the right to charge additional amounts to cover any damage caused by smoking.
 - 4.1.4 IN THE EVENT OF KEYS NOT BEING RETURNED, WE RESERVE THE RIGHT TO CHARGE GUESTS FOR LOCK REPLACEMENT, KEY REPLACEMENT, BUILDING FOB REPLACEMENT, CAR PARK FOB REPLACEMENT – £150 and a further £50 for the second set of keys
 - 4.1.5 If there is a delay in departing, FERNDALE APARTMENTS reserves the right to charge for an additional night's stay for every day the keys are not returned (in the case of long term bookings, the guest will be charged until the end of the next payment cycle). Late checkout charges are shown in Annex B.
 - 4.1.6 In the event of a late check-out or refusal to vacate the apartment by the booked check-out time, we reserve the right to remove all persons and property from the apartment. Any items left in an apartment past the agreed departure time are left at the owners risk – we accept no responsibility for these items and reserve the right to remove and store them.
 - 4.1.7 Lost property is kept in storage for no longer than 30 days and safekeeping is not guaranteed. Lost property can be posted back to you at your own cost with prior agreement and FERNDALE APARTMENTS will not accept any liability for any items that go missing.
 - 4.1.8 Any other breach of our terms not specified above
- 4.2. Such costs may be charged on check-out but FERNDALE APARTMENTS reserves the right to apply such charges to your card at a later date where necessary.
- 4.3. Where FERNDALE APARTMENTS is unable for any reason to apply such a charge against your credit/debit card then an invoice will be sent to you and which you agree to pay within 14 days of receipt.
- 4.4. FERNDALE APARTMENTS will provide a receipt including a breakdown of costs for all additional charges made to your credit or debit card.
- 4.5. Appendix A shows a list of optional extras which are charged per item/apartment and are subject to availability.
- 4.6. Appendix B shows a list of additional charges which are charged per item/apartment should they occur
- #### **5. Privacy, Data Protection and Credit/Debit Card Security**
- 5.1. FERNDALE APARTMENTS processes information about you that you provide when making a reservation and/or upon check-in in accordance with our [privacy policy](#). By providing this information you consent (on your behalf and on behalf of each member of your group) to such processing and you warrant that all information provided by you is accurate.
- 5.2. You should note that we are required by law to maintain a register of all guests' names and nationality (to be taken on arrival) and to keep such details on file for at least 12 months from the date of arrival. In addition, for guests who are not of British, Irish or Commonwealth nationalities we are required to take details of your passport or other travel documentation and the address of your next destination.

- 5.3. For full details on how we collect, use and store personal data including the use of cookies please see our full **privacy policy**.
- 5.4. We use a secure third party service to process card payments (WorldPay). This service is PCI-DSS compliant and allows us to make charges to your credit and debit card in accordance with these terms. We do not make or store any copy of your card details in our own systems or elsewhere. You can read the privacy policy of the third party provider here: <http://www.worldpay.com/uk/privacy-policy>

6. Complaints

- 6.1. FERNDAL APARTMENTS want to ensure that you have an enjoyable stay. If you have a problem during your stay please talk to any member of staff who will be able to help you.
- 6.2. If FERNDAL APARTMENTS are unable to informally resolve any complaint you have at the time of your stay then you may submit a formal complaint in accordance with this procedure. Formal complaints should be submitted in writing using the contact details below. Please provide as much information as possible in order that FERNDAL APARTMENTS may properly investigate your complaint.
- 6.3. Your complaint will be dealt with by an appointed member of the FERNDAL APARTMENTS management team. FERNDAL APARTMENTS aims to respond to formal complaints within 2 days but if this will not be possible FERNDAL APARTMENTS will notify you of this and of when it expects to respond. FERNDAL APARTMENTS will set out the outcome to your complaint in writing.
- 6.4. FERNDAL APARTMENTS reserves the right to reject without further investigation any vexatious complaint or complaint made in bad faith.

Email address: help@ferndalapartments.co.uk

Postal address: 111 High Street, Edgware HA8 7DB

7. Limitation of Liability

- 7.1. The liability of FERNDAL APARTMENTS to you under these terms and conditions shall be limited to the total value of your booking (unless the [Hotel Proprietor's Act 1956](#) applies, in which case our liability will be limited to the maximum prescribed under that Act) except where such loss is caused by our negligence, in which case it shall be limited to any direct and reasonably foreseeable loss suffered by you.
- 7.2. FERNDAL APARTMENTS shall not be liable in any circumstances to you for any consequential or indirect loss including loss of profit, data, management time, reputation or goodwill.
- 7.3. FERNDAL APARTMENTS shall not be liable for any damages, loss or personal injury caused by conditions or events beyond its control including, but not limited to:
- 7.3.1. Strike, lockout or other labour dispute affecting the employees of FERNDAL APARTMENTS;
 - 7.3.2. Acts of God;
 - 7.3.3. Natural disasters;
 - 7.3.4. Acts of war or terrorism;
 - 7.3.5. Act or omission of government, highway authorities or telecommunications carrier, operator or administrator;
 - 7.3.6. Delay in manufacture, production or supply by third parties of equipment or services required for the performance of the Services or production and supply of the Goods;
- 7.4. Nothing in this clause or these terms shall limit FERNDAL APARTMENTS's liability for death or personal injury or in respect of fraudulent misrepresentation.

8. Severability

- 8.1. If any provision or provisions of these terms and conditions shall be held to be invalid, illegal, unenforceable or in conflict with the law of any jurisdiction, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.

9. Waiver

- 9.1. The failure of any party at any time to require performance of any provision or to resort to any remedy provided under these terms and conditions shall in no way affect the right of that party to require

performance or to resort to a remedy at any time thereafter, nor shall the waiver by any party of a breach be deemed to be a waiver of any subsequent breach. A waiver shall not be effective unless it is in writing and signed by the party against whom the waiver is being enforced.

10. Entire Agreement

10.1. These terms and conditions constitutes the entire agreement of the parties and supersedes all prior communications, understandings and agreements relating to the subject matter hereof, whether oral or written.

11. Third party rights

11.1. Nothing in this Agreement is intended to, nor shall, confer any rights on a third party unless expressly provided otherwise

12. Jurisdiction

12.1. This Agreement shall be construed in accordance with English Law and the Courts of England and Wales shall have exclusive jurisdiction in so far as any matter arising from this Agreement is required to be referred to a court of law.

Appendix A: List of optional extras which are charged per item/apartment and are subject to availability

Ref	Item	Charge from
A.1	Extra set of keys	£30 per set
A.2	Extra bed linen	£15 per set
A.3	Extra towels	£10 per set
A.4	Extra housekeeping (full clean)	£25 per clean
A.5	Early check in – per hour before 3pm and from 6am	£10 per hour
A.6	Late check out – per hour after 11am and up to 2pm	£10 per hour
A.7	Late check in – per hour after 9pm and up to 1am	£20 per hour
A.8	Extra car parking space	£10 per day

Appendix B: List of additional charges which are charged per item/apartment should they occur

Ref	Breach of Terms	Charge from
B.1	Evidence of smoking or drug use (plus cost of any additional cleaning)	£150
B.2	Pet evidence (plus cost of any additional cleaning)	£150
B.3	Tampering with fire/security equipment (plus cost of any repairs required)	£150
B.4	Antisocial behaviour, unreasonable noise, party/gathering evidence	£150
B.5	Lost keys (door/parking) or parking permit	£50 per item
B.6	Lock replacement due to lost keys	£250
B.7	Additional cleaning/clearing up	£50
B.8	Missing items	Cost of item
B.9	Damages to any Ferndale items	Cost of repair/replacement
B.10	Over occupancy	Cost of additional guest
B.11	Non emergency call out or where a breach of terms warrants a Ferndale Apartments representative to attend	£200
B.12	Security deposit	£200 - £500
B.13	Unauthorised late check out: 15 minutes after checkout time Every further 15 minutes after checkout time	£30 £10 per 15 minute period