

Trade Stays Booking Referrals Terms of Business

Definitions

"We/Us/Our" refers to Trade Stays, a registered brand of CDP Property Solutions Ltd (registered in England and Wales under company number 10018704)

"You" refers to the company receiving the Booking.

"Property" or "Properties" refers to the unit of accommodation that is being offered for Our Client's stay.

"Booking" Refers to the order for accommodation services for a specified date range which becomes valid at the point of payment by Us.

"Occupier(s)" refers to the people staying at the Property who are Our Clients.

"Client" refers to the company or individual(s) We are arranging accommodation for.

"Quotation" refers to your best offer to include all charges and fees due to book a specific Property.

"Provisional Period" refers to a range of dates that Our Client has indicated may be required and which We are requesting a Quotation for. We do not accept any liability for any changes to Provisional Periods, whether shortened or lengthened.

"Supplier(s)" refers to companies We hold on Our database and make Bookings for accommodation services with.

"Amenities" refers to the items within the Property or features of the Property as detailed in your Quotation that are provided for the Occupier's use during the Booking.

1. Quotations for New Bookings

1.1. When We receive a Booking request from Our Clients We will reach out to Our referral network for Quotations. It is important You provide your best Quotation to include any and all costs, along with the following information:

1.2. Quotations must include Street address of the Property, number of bedrooms, number of beds, number of bathrooms, number of reception rooms, parking availability, cost breakdown per night, any additional fees on top of the nightly rate, the VAT portion of the payment (if applicable), and up to date photos of the Property including an exterior photo of the front and rear.

1.3. Once We have received your best Quotation to include all fees, no additional fees can be added. This clause is a condition of your submission of a Quotation.

1.4. We will then present your Quotation to Our Clients for their approval and if they wish to proceed with the Booking they will make payment to Us.

1.5. *It is a condition that any Quotation for a period of time is provisional until You receive payment for specified dates. We accept no liability for any relocation or cancellation costs, losses or damages associated with existing Bookings that You decide to forfeit in favour of any part of a Provisional Period from Trade Stays.*

2. Price and Payment

2.1. *The price of the Booking should be made clear to Us at the point We request a Quotation for the Property. The Quotation should include the cost per night, as well as all bills and fees such as cleaning or linen fees and have the VAT element of the Quotation made clear if VAT is due. We will collect the payment from the Client and hold it until it is due to be transferred to You. You should not consider the Booking confirmed until We have made payment to You.*

2.2. *To receive payment for your Bookings, We will require a valid invoice which should include the following:*

2.2.1. *Invoices should be made out to Trade Stays, The Retreat, 406 Roding Lane South, Woodford Green, IG8 8EY. VAT Reg number: 311632838.*

2.2.2. *The legal entity name of the Supplier of the accommodation whether You're trading as an individual or a company.*

2.2.3. *The VAT number of the business providing the accommodation*

2.2.4. *The registered company address and company number that is providing the accommodation, or the correspondence address if trading as a private individual to provide the accommodation.*

2.2.5. *A clear breakdown of the fees being charged including the dates that are being charged for.*

3. Provision of Accommodation

3.1. *By accepting Bookings from Trade Stays, You agree to provide use of the Property as detailed in the Quotation to Our Clients.*

3.2. *It is your responsibility to ensure that the Property is safe, secure, sealed from water ingress to include damp and weather-related ingress, and that the fabric of the building is well maintained and free from dangerous structural defects. The Property provided must also meet health and safety regulations, building regulations and is generally safe and habitable, including but not limited to having a safe a reliable supply of running hot and cold water, electricity, gas, facilities for waste removal, heating (gas central heating, electric radiators or solid fuel fires), free from bio-hazards, free from trip hazards (including loose floorboards and ripped floor coverings), free from vermin (including but not limited to rats, mice, cockroaches, bed bugs, fleas and ticks and any other similar creature), free from dangerous animals and free from odious odours (including drains and damp), any parking mentioned within the Quotation must be free from obstruction and accessible, 1 or more keys must be provided upon check in and in good working order.*

3.3. *Once a Booking has been made Should the Property provided fail to meet the standards laid out in clause 3.2 then We have the right to cancel the Booking for a*

full refund of any dates that, as a result of the Property's condition, Our Clients have not stayed in the Property. You will provide a refund on this basis at our written request to do so.

- 3.4. You must have, and be able to produce if requested to do so, a valid gas safety certificate and EICR certificate for the Property as well as information about the location and function of the water and gas stop cock. You should also have valid PAT test certificates for each of Your electrical appliances, however this is at Your discretion. You must maintain all electrical appliances provided and be able to demonstrate that they are checked and maintained to a safe condition for operation on a regular basis if requested to do so.*
- 3.5. You must have working and regularly tested smoke and carbon monoxide alarms in the Property (where there is gas, oil or solid fuel burners in the Property) that comply with government guidelines and be able to produce a test schedule for such alarms to demonstrate their function and operational effectiveness if requested by Us.*
- 3.6. Each Property must also have a fire safety procedure which must be displayed within the Property and can be produced if requested by Us. The Property must also be equipped with a fire extinguisher and/or a fire blanket present and maintained in the kitchen as a minimum standard.*
- 3.7. The Property must be provided in a clean and tidy condition, in a clean and good decorative state, and with Amenities that matches the photos and details provided in the Quote.*
- 3.8. The Property must have been professionally cleaned and checked prior to the arrival of the guest. We may ask for confirmation of this in writing and You must be able to produce evidence of such cleaning, such as an invoice from a cleaning company that specifies the date and Property that was cleaned.*
- 3.9. You must provide the same Property as detailed in Your Quotation. Clients may only be moved to alternative accommodation by You if there is a legitimate reason for doing so. Legitimate reasons being defined as a situation making the Property uninhabitable or a situation that has resulted in the Property becoming significantly substandard to the condition as presented in the Quote. You must provide evidence of the deterioration of the Property in line with the above reasons should You need to relocate Clients to an alternative accommodation unit. The Client's relocation is subject to Our agreement. In the event that We do not agree to the relocation, You will provide a full refund of the Booking if the Booking has not yet commenced. If the Booking is underway with the Client living in the Property, then the refund shall be a pro-rated amount from the date of the Property becoming unsuitable. You will be liable for any demonstrable costs associated with relocating a Client to alternative accommodation. Any replacement Property must be equal to or exceed the original booked Property value.*
- 3.10. Properties offered must meet a minimum amenity standard and must come equipped with beds, bedding, linen and towels (including tea towels in the kitchen), toiletries (for example toilet paper, soap etc), kitchen equipment and crockery sufficient for the Client to be able to prepare and eat a meal, and all Amenities that are shown in the photos and details provided with your Quotation and any other specific requests from the Client that You have agreed to provide as part of your Quotation.*
- 3.11. Any furniture provided must meet British Fire Safety Regulations and have the*

fire regulation tags affixed.

3.12. *The Property must have a working wifi connection included in the price with speeds as advertised if they were requested. The password to access the wifi must be visibly displayed within the Property and provided if requested.*

3.13. *You will be bound to provide accommodation to Our Client upon receipt of payment from Us.*

4. Booking Cancellation

4.1. *For Bookings of less than 90 days in duration, We may cancel the Booking free of charge giving no less than 14 days notice from the date the Booking was due to begin, or within 24 hours of making the reservation if the date the reservation is made is 7 days or fewer from the start of your Booking. If the notice is given less than 14 days in advance, We will remain liable for paying any days of the Booking that fall within the 14-day period from the date notice is given. If funds have already been paid for a Booking any refunds will be passed to Us for dates that have been paid for that fall outside the notice period.*

4.2. *For Bookings of 90 or more days in duration, We may cancel the Booking free of charge giving no less than 25 days notice from the date the Booking was due to begin, or within 24 hours of making the reservation if the date the reservation is made is 7 days or fewer from the start of your Booking. If the notice is given less than 25 days in advance, We will remain liable for paying any days of the Booking that fall within the 25 day period from the date notice is given. If funds have already been paid for a stay any refunds will be passed to Us for dates that have been paid for that fall outside the notice period.*

4.3. *In the event that the Property standard deteriorates during a Booking, (and you do not have alternative accommodation equal to the booking value of the original Property), such that the Property no longer meets the Provision of Accommodation standards as laid out above in Clause 3 and it's subclauses, We have the right to cancel the Booking immediately and will be due a refund on any dates that the Client will not be staying in the Property as a result of the deterioration.*

4.4. *In the event that the Property provided for a Booking is not the same Property as detailed in your Quotation, We have the right to cancel the Booking immediately and will be due a full refund for the Booking.*

4.5. *If the condition of the Property, or Amenities are significantly different to those stated in Your Quotation, We will report this to You in writing. You will then have 24 hours from the point of written notification in which to correct this. In the event that it is not rectified, We will be due a full refund for the Booking.*

5. Sole Agent

5.1. *Any Bookings We make with You should be handled exclusively by Us and Our team. No attempt to collect contact details from the Client or Occupier should be made for the purposes of marketing. Any attempt to deal with Our Client directly for future Bookings at the expense of Our involvement will result in You becoming liable for a commission of 40% of any revenue generated being payable to Us on any future Bookings You agree with the Client, as well as being excluded from any future*

Bookings from Us.

5.2. Rates should only ever be discussed with Us and never the Client or Occupier.

5.3. In the event that You are approached by the Client or Occupier to discuss additional services or extensions of Bookings during their stay they should always be referred to speak to Us.

6. Commissions

6.1. We do not charge commissions on the Bookings provided to You.

7. Refunds

7.1. In the event that a Booking is cancelled for one of the above reasons laid out in the cancellation terms within clause 4, and refunds are due to be paid, the refund shall be paid to Us no later than 2 working days after an amount is agreed upon.

8. Damages

8.1. Trade Stays do not accept any liability for damages caused at the Property by the Occupiers. In the event that there are damages at the Property caused by the Occupiers, it is the sole responsibility of the Client to settle any costs You have incurred.

8.2. If You need to make a claim for damages, a clear schedule of the damages should be sent to Us with evidence of the costs incurred within 2 days of the Booking ending, and We shall seek to recover this cost from the Client on Your behalf. No commissions will be due on any recovered amounts.

8.3. We require all Clients to sign Our Booking Terms and Conditions in which They accept uncapped financial liability for damages caused through their negligence.

9. House Rules

9.1. By staying at your Property, Our Client has agreed to adhere to the following house rules:

9.1.1. No parties are allowed on the premises

9.1.2. No smoking in any inside areas.

9.1.3. No drug use.

9.1.4. Neighbours must be respected at all times. This includes being considerate about the noise You make in the Property. This includes no loud music.

9.1.5. No refuse must be allowed to accumulate at the Property. In the event that refuse is allowed accumulate, the Property owner will remove it and You will be

charged for any reasonable costs incurred in its removal.

9.1.6. The Property must be kept clean and tidy throughout Your stay and left free from personal possessions and waste at the end of Your stay.

9.1.7. The Property may not be used for any illegal activities such as use of escort services, storage of dangerous chemicals, explosives, or substantial storage of company products.

9.1.8. No pets are to be brought onto the premises except with express written prior agreement from the Property owner, excluding disability dogs, which You must inform Us of as part of Your Enquiry specification.

9.1.9. Any industrial work clothing and boots should be left at the entrance and not worn around the Property.

9.1.10. Occupiers must not tamper with, attempt to repair, or otherwise interfere with the utility fixtures and fittings within the Property beyond it's normal use. Any repairs required should be notified to Us immediately.

9.1.11. Occupiers must not rearrange the furniture within the Property without written consent which shall not be unreasonably withheld.

9.1.12. Occupiers must avoid doing anything that could cause lingering smells inside the Property that could require additional cleaning to remove.

9.1.13. And any other specific, reasonable requirements as detailed in the Quotation or that is later specified by the owner of a Property during Your stay."

9.2. In the event that the Client breaches the above rules, You must submit a written report of the breach to enquiries@tradestays.co.uk with the details of the Property in question to allow Us to identify the Client and react to enforce the rules with them. If You feel that the situation constitutes an emergency then You can call Us between 9AM and 5PM to report the issue immediately on +44 (0)203 3743 8989 and follow it up with a written communication to document the issue.

9.3. Once We have received Your incident report, We will try to resolve the issue immediately with Our Client to rectify the breach of the above conditions. Should Our Client continue to breach that particular condition then at Your request, and with Our agreement We will terminate the Booking with the Client.

10. Bank/Card Charges

10.1. We accept no liability for charges levied by Your bank or credit/debit card issuer relating to transactions associated with your Booking with Us. All amounts processed are in GBP and We do not accept any responsibility for fluctuating currencies - any resulting losses or gains are for Your account.

10.2. For international payments, any fees charged by Your bank for transfers are not the responsibility of the Client to pay and cannot be deducted from the amount charged for the Booking.

11.How to Contact Us

11.1. Trade Stays is a registered Trademark brand of CDP Property Solutions, registered at The Retreat, 406 Roding Lane South, Woodford Green, IB8 8EY. You can write to Us at this address for any matters related to your Bookings.

11.2. For any issues or enquiries related to Bookings You can call Us on 02037 438989 or email enquiries@tradestays.co.uk to speak to Our enquiries team. Their hours of operation are 9AM – 5PM.

12.Disclaimer

12.1. By working with Us You agree, to the extent permissible by applicable law, that Trade Stays, its officers and employees shall not be liable for any loss, injury or damage suffered by You or anyone connected to You in respect of any Booking or tenancy arranged by Us, including any Booking failing to proceed following payment of a Booking deposit, provided such failure does not occur through any actor omission on behalf of Trade Stays, its officers and employees. It is Your responsibility to insure the Property and it's contents, and to hold public liability insurance as well as Occupiers liability insurance. You agree to indemnify Us in respect to any claims We receive from Our Clients in respect to the Property, and it's fixtures and fittings. You agree to the contents of this disclaimer without exclusion. At the time of the Quote and prior to the Booking, You are deemed to have read and understood the contents of this contract in its entirety without exclusion.

By Signing this document, You confirm You have read these Terms and Conditions and You agree to provide your accommodation on the above terms:

Name:

Company:

Signature:

Date: