

## **Trade Stays 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) as well as Our partners P&H Homes LLP, CCJN Homes Ltd and KPR Property LLP.*

*"You" refers to the company or individual making 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 You.*

*"Occupier(s)" refers to the people staying at the Property.*

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

*"Enquiry" refers to Your request for a Quote for a specific number of people, in a specific location for a defined period of time.*

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

*"Provisional Period" refers to a range of dates that You have indicated may be required and which You are requesting a Quote for. Prices provided will be tied to the length of the Provisional Period.*

*"Suppliers" 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 Our Quotation that are provided for the Occupier's use during the Booking.*

*"Bespoke Sourced Property" refers to Properties where We have acquired and set up a new Property specifically for Your stay rather than making use of Our existing stock. It will be made clear to You in the Quotation and through discussions with Your account manager if the proposal is for a Bespoke Sourced Property.*

*"Damages" refers to deterioration of the physical appearance, decorative condition, structural integrity, function of any fixtures, fittings or equipment, or introduction of a lingering smell within a Property caused by negligence on the part of the Occupier.*

## **1. Identification**

- 1.1. If an individual is Booking the Property on their own behalf, Bookings are only secured once a scan or photo of the lead guest's Identification (passport or driving license) has been received and processed in respect of such Booking. We reserve the right to decline any Booking if there is an issue with identification.*
- 1.2. If Bookings are undertaken by a company on behalf of contractors, subcontractors or employees a Booking is not secured until We have undertaken Our due diligence checks on the company making the Booking. The company is liable for all payments for the Booking as well as the conduct, behaviour and any damages caused by the Occupiers.*
- 1.3. If Bookings are undertaken by a company on behalf of contractors, subcontractors or employees we may require photographic identification of any of the Occupiers of the Property.*

## **2. Prepayment**

- 2.1. We will charge the Client's account up to 30 days prior to the arrival date of the Occupiers.*
- 2.2. We will issue an invoice for the Booking in advance of the start date. Our preferred method of payment is bank transfer and cleared funds must reach Us before We will accept the Booking.*

## **3. Price and Payment**

- 3.1. The price of the Booking will be set out on Your invoice. Our prices are exclusive of VAT and this will be added to the total if applicable. Each calendar month of the Booking will be billed up to 30 days prior to the commencement of that period.*
- 3.2. In the event that the Booking is more than 1 month in duration, We will issue the invoice for the second month, shortly after the Occupiers move into the Property. Every consecutive month thereafter will be invoiced 30 days in advance.*
- 3.3. Prices provided in any Quotation are subject to the details provided by You in Your Enquiry. If a Booking proceeds against a set specification provided by You, any modification of that specification may result in a change to the prices offered and this may be modified retrospectively if a Booking's length is being reduced in the duration compared to the length of stay initially Quoted for.*

#### **4. Taxes and Service Charges**

*4.1. The rates provided are inclusive of cleaning charges and utility bills but exclusive of VAT which will be added if applicable.*

#### **5. Your Enquiry Specification**

*5.1. You should provide us with a clear specification of what you require as far as You are able. In order for Us to be able to provide accuracy in a Quote, we require You to provide the following key information:*

*5.1.1. Number of people requiring accommodation*

*5.1.2. Start date of the Provisional Period*

*5.1.3. End date of the Provisional Period*

*5.1.4. Are Occupiers looking for shared bedrooms, or private bedrooms*

*5.1.5. Which location you require the accommodation to be provided in*

*5.1.6. How far or long are You prepared to travel from the accommodation to the desired location*

*5.1.7. The number of vehicles that You require parking for (if any).*

*5.1.8. Any changes to numbers of people requiring accommodation at different stages of the Provisional Period (for example if your team size will fluctuate during the Provisional Period).*

*5.1.9. Any specific facilities you need the Property to come with.*

*5.1.10. Name and contact details of the person managing the requirement from the Client's side.*

*5.1.11. Full legal name and registered company number if the accommodation is being booked on behalf of a business.*

*5.1.12. Any budget you are working to.*

*5.1.13. How soon you are looking to confirm a Booking*

*5.2. Guests must comply with the Booking conditions set out in the initial specification of the Enquiry. For example, You cannot book for 5 people and have 8 people make use of the Property. We reserve the right to refuse access to the rental Property for failure to comply with these conditions. If Your party size or composition changes between time of Booking and arrival, please notify us in advance and settle any associated large party fees that may be incurred as a result. In all cases if the party size or composition does not comply with the conditions for the rental Property and access to the Property is denied as a result, You may forfeit all amounts paid in respect of Your Booking.*

*5.3. In the event that the Booking is being made for an Occupier who has a disability, please inform us in advance so We can accommodate access as far as reasonably possible within a Property.*

5.4. *In our Quotation we will provide photos and details of the Property being Quoted for. This will include the size, Amenities, location and any other details you have specifically requested in your specification.*

5.5. *Any other changes to Your Enquiry specification once the Booking is confirmed is at Our own discretion and We will do Our utmost to accommodate changing requirements.*

## **6. Provision of Accommodation**

6.1. *By placing a Booking with Trade Stays, You should expect the Property provided for Your stay to adhere to certain standards as outlined below.*

6.2. *The Property should be safe, secure and sealed from water ingress, and the fabric of the building is well maintained and free from dangerous structural defects. The Property provided must also have a safe and reliable supply of running hot and cold water, electricity, gas, facilities for waste removal, heating (gas central heating, electric radiators or solid fuel fires), be 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. Should the Property provided fail to meet these standards You must notify us immediately to allow us to have the issue resolved with the owner of the Property.*

6.3. *Your Property should have a valid gas safety certificate and EICR certificate as well as information about the location and function of the water and gas stop cock. All electrical appliances should be safe and maintained.*

6.4. *Your Property should have working and regularly tested smoke and carbon monoxide alarms (where there is gas in the Property) that comply with government guidelines.*

6.5. *Each Property should also have a fire safety procedure.*

6.6. *The Property should be provided in a clean and tidy condition, in a decorative state, and with Amenities that matches the photos and details provided in the Quote save for fair wear and tear that may have occurred since the photos were taken.*

6.7. *We will provide the same Property as detailed in Your Quotation. Clients may only be moved to alternative accommodation 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 and materially substandard to the condition as presented in the Quote.*

6.8. *In the event of it becoming necessary to relocate the Occupants to an alternative Property due to a legitimate reason as defined in clause 6.7, We will provide You with a Quote for an alternative Property and will use Our best endeavours to ensure the pricing and standards of any alternatives are as close as reasonably possible to the*

*original Quotation.*

- 6.9. *You must give Us the opportunity to relocate any Occupants if a situation arises as described in clause 6.7, however relocation is subject to Your agreement. In the event that You do not agree to the relocation, We will provide a full refund of the Booking if the Booking has not yet commenced. If the Booking is underway with Occupants living in the Property, then the refund shall be a pro-rated amount from the date of the Property ceased to be used by the Occupants.*
- 6.10. *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 as well as any other specific requests from You that We have agreed to provide as part of Your Quotation.*
- 6.11. *The Property must have a working wifi connection included in the price. The password to access the wifi must be provided if requested.*
- 6.12. *If upon arrival at the Property, or during Your stay, something occurs that results in the Property, it's Amenities, or facilities falling short of what was described within the Quote, You must notify us immediately by emailing [Enquiries@tradestays.co.uk](mailto:Enquiries@tradestays.co.uk) and You must allow us up to 5 working days to put right any issue.*

## **7. House Rules**

7.1. *By staying at the Property, the guest agrees to adhere to the following house rules:*

- 7.1.1. *No parties are allowed on the premises*
- 7.1.2. *No smoking in any inside areas.*
- 7.1.3. *No drug use. We operate a zero tolerance policy and will contact the police if We receive a report of drug use in or around the Property.*
- 7.1.4. *Neighbours must be respected at all times. This includes being considerate about the noise You make in the Property. This includes no loud music.*
- 7.1.5. *No refuse must be allowed to accumulate at the Property. In the event that refuse is allowed to accumulate, the Property owner will remove it and You will be charged for any reasonable costs incurred in its removal.*
- 7.1.6. *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.*
- 7.1.7. *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*

7.1.8. *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*

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

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

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

7.1.12. *Occupiers must avoid doing anything that could cause lingering smells inside the property that could require additional cleaning to remove.*

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

7.2. *Failure to comply with the house rules could result in the termination of Your Booking without refund and the loss of security deposits.*

## **8. Minimum Term and Cancellation**

8.1. *The minimum term of occupation in the Property is either:*

8.1.1. *6 months for Bespoke Sourced Properties*

8.1.2. *No minimum for Bookings made at Our existing portfolio of Properties or Our Supplier's Properties.*

8.1.3. *The contract length that You requested in your enquiry and as provided in Your Quotation or tenancy agreement.*

8.2. *For Bookings made at a Bespoke Sourced Property, the minimum term of occupation is 6 months. After the 6 month term has expired, You may cancel the Booking giving us no less than 1 calendar month notice (the "notice period"). Any amounts due up to the end of the notice period will be billed for as usual and are non-refundable.*

8.3. *For Bookings made from either Ours or Our Supplier's existing portfolio, after You make the Booking, You can cancel it free of charge up to 30 days before the start of*

*the Occupier's stay. Thereafter, all amounts paid in respect of a Booking are subject to a 30-day cancellation notice requirement, except in the event that:*

- 8.3.1. The Property becomes uninhabitable, as defined within clause 6.2 and subject to clause 11, or the Booking is unable to proceed prior to the start of the rental through fire, flooding or other force majeure event(s),*
- 8.3.2. The rental is unable to proceed following notification by the relevant Property owner, such owner being aware of his obligations to let his Property once You have paid a deposit in respect of a Booking, or*
- 8.3.3. We are able to re-let the Property over the applicable dates following Our reasonable endeavours to do so.*

*8.4. In the event that You wish to Cancel a Booking or Provisional Period during Your stay, You must provide 30 days notice of such a wish. Any payments for Your Booking that have been made for dates that fall beyond the 30 days notice, will be refundable subject to damage checks at the end of the Booking.*

*8.5. In the event that there are dates within Your Booking or Provisional Period that You have not yet paid for that fall within the 30-day notice period You are required to give in order to cancel Your Booking or Provisional Period, You will be invoiced for these dates and You must pay any such invoice within 2 working days of receipt.*

*8.6. In the event that You request to cancel Your Booking during the course of the Provisional Period that was Quoted for, any cancellation that We agree to may be subject to a cancellation charge if pricing provided for the Provisional Period in the Quotation was offered for a significantly different Provisional Period than was actually Booked. EG, if You request a rate for a 12 month Provisional Period from Us, and after a period of 3 months decide You no longer require, or want the Booked Properties We may charge You the difference between what the rate would have been should You have Booked for the 3 month period instead, as length of stay discounts may have been applied to the rates that you would not be entitled to with the shorter Booking.*

*8.7. In the event that both You and Us agree to cancel a Booking, You will be refunded all amounts paid for dates, subject to the aforementioned cancellation policy, length of stay charges, and a further cancellation fee of £250.*

*8.8. We are not to be held liable for insuring You against losses and damages, and any commercial losses incurred as a result of You cancelling Your Booking, so We strongly advise You to take out adequate travel insurance to cover You in the event of Your cancellation of a Booking.*

## **9. Modifications to Your Booking**

- 9.1. *You may request modifications to Your Provisional Period at any point prior to confirming a Booking. We will then confirm any modifications are accounted for in a revised Quote to You.*
- 9.2. *In the event that You wish to modify Your Booking after it has been confirmed, You must get in touch with us at Your earliest convenience. Once a Booking has been confirmed, We will always do Our utmost to facilitate modifications but offer no guarantee of the ability to offer the modifications requested and may need to charge additional fees in the event that modifications are required. You do not have the right to any refund for Your existing Booking if We are unable to facilitate modifications subject to the aforementioned cancellation notice period in clause 8.3.*
- 9.3. *Modifications include but are not limited to situations such as: a change in the number of people staying, a change to the start or end dates of the Booking or Provisional Period, a change in the duration of the Booking or Provisional Period, a requirement for more or fewer Properties, a change in the facilities or Amenities requested within the Properties You are Booking.*

## **10. Check In**

- 10.1. *Check in instructions, including check in times will be sent to the Occupier once the first invoice has been settled for the Booking.*
- 10.2. *Check in will usually be a self-check in process where the Occupier will collect the keys from a lockbox or location close to the Property, with clear instructions being provided to the Occupier by Us.*
- 10.3. *Should the Occupier experience any issues with accessing the Property via the instructions provided, please call Your account manager immediately, or contact the office on [Enquiries@tradestays.co.uk](mailto:Enquiries@tradestays.co.uk) to report the issue. We are available during office hours of 9AM – 5PM Monday to Friday. If the issue occurs outside of office hours, We will attempt to resolve the issue, however We cannot guarantee anyone will be available to resolve the issue until the following working day.*
- 10.4. *Should the Occupier experience any issues with the condition of the Property upon first entry to the Property, You must report this to Us at Your earliest opportunity by emailing [Enquiries@tradestays.co.uk](mailto:Enquiries@tradestays.co.uk) with details of the Property You have Booked, a clear description of the issue, and photos or video of the issue if possible. We must then be allowed up to 5 working days to resolve any individual issue after which, if We have not resolved the issue, You will be entitled to either a relocation to an alternative Property subject to clause 6.8, or to cancel your Booking, with a refund of the remaining days of Your Booking. If an issue is deemed by Us (at Our sole discretion) to make the Property unfit or unsafe for habitation, We'll endeavour to relocate You to a suitable Property of equal or higher*



*value whilst the home is returned to a habitable condition for You to resume Your Booking subject to clause 6.8.*

*10.5. In the event that We cannot relocate You, We'll offer You compensation for the period that the home is not habitable, such compensation not to exceed the rental rate You paid for the affected period.*

## **11. Issues During Your Stay**

*11.1. We'll endeavour to address any material issues with the Property as soon as practicable following notification to Us once Your Booking has commenced.*

*11.2. Should there be an issue with Your Property, You must inform us in writing by emailing [Enquiries@tradestays.co.uk](mailto:Enquiries@tradestays.co.uk) with the details of the Property in question and a summary of the issue(s) as well as any photographic evidence You can obtain to help us to diagnose the issue and provide the correct resolution for You. Usually We are able to resolve material issues within 5 working days during business days (Monday – Friday, excluding public holidays). Certain issues may take longer to resolve depending on the nature of the issue.*

*11.3. If an issue is deemed by Us (at Our sole discretion) to make the Property unfit or unsafe for habitation, We'll endeavour to relocate You to a suitable Property of equal or higher value whilst the home is returned to a habitable condition for You to resume Your Booking subject to clause 6.8.*

*11.4. In the event that We cannot relocate You, We'll offer You compensation for the period that the home is not habitable, such compensation not to exceed the rental rate You paid for the affected period.*

*11.5. If cleaning is scheduled during your Booking, You must allow cleaners to have access to the Property to perform their duties at the pre-agreed time and dates that they are scheduled to attend. In the event that the Occupiers refuse access to the cleaners for a pre-arranged slot, You will be charged for the costs of rearranging the cleaning.*

## **12. Security Deposit**

*12.1. To protect the Property against damage caused by Occupants, We reserve the right to take a security deposit up to the value of 1 month's rent from Your nominated card after Your departure date, if the Property is found to have been damaged during Your stay, or if contents of the Property have gone missing.*

### **13.Damages**

- 13.1. *We reserve the right to charge You an uncapped amount for any damages caused to the Property by negligence on the part of the Occupant.*
- 13.2. *Damage claims will include charges for administrative duties in arranging resolution of damages as well as the actual cost of the damages. We charge a rate of £50 per hour for administrative duties associated with the resolution of damages caused by the Occupant.*
- 13.3. *Damages to be charged will be listed and invoiced to the company or individual responsible for paying for the Booking.*
- 13.4. *We will prepare evidence as far as reasonably possible for each item on any damages claim to demonstrate the existence of the damages, as well as the cost of putting it right.*
- 13.5. *Aside from the demonstrable cost of rectifying damages, and charges for administrative duties to put damages right, We will not charge any extra fees on top of the damage claim.*
- 13.6. *The Client must settle any damage claims withing 2 working days of the issue of an invoice.*

### **14.Bank/Card Charges**

- 14.1. *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.*
- 14.2. *For international payments, any fees charged by Your bank for transfers are the responsibility of the Client to pay and cannot be deducted from the amount charged for the Booking.*

### **15.Inspections**

- 15.1. *We reserve the right to inspect the Property periodically during Your Booking, to ensure that health and safety features are working properly, and that the house rules as laid out above are being abided by.*
- 15.2. *The Occupant of the Property will be informed in advance of any inspections and must allow access to any of Our contractors or employees wishing to inspect the Property.*

15.3. *Failure to allow access to the Property for a pre-notified inspection will result in administrative charges being billed to the Client to cover the time wasted and reorganisation of alternative dates.*

## **16.How to Contact Us**

16.1. *Trade Stays is a registered brand of CDP Property Solutions, who are registered at The Retreat, 406 Roding Lane South, Woodford Green, IG8 8EY. You can write to us at this address for any matters related to Your Bookings.*

16.2. *To speak to us please call 020 3743 9898, or chat to us online via social media or using Our online chat at [www.tradestays.co.uk](http://www.tradestays.co.uk)*

## **17.Disclaimer**

17.1. *By Booking 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 Enquiry, Quotation, Property or Booking arranged by us, including any Bookings failing to proceed following payment of a Booking deposit, provided such failure does not occur through any act or omission on behalf of Trade Stays, its officers and employees.*

*By Signing this document, You confirm You have read these Terms and Conditions, You agree to abide and comply with the above terms:*

Name:

Company:

Signature:

Date: