Terms and Conditions for DAMOS Living Website

1. Introduction

Welcome to DAMOS Living! These terms and conditions outline the rules and regulations for the use of DAMOS Living's website, located at www.damosliving.com By accessing this website, we assume you accept these terms and conditions. Do not continue to use DAMOS Living if you do not agree to all the terms and conditions stated on this page.

2. Definitions

- **"Company"**: DAMOS Living (Skybridge Global Investments Ltd).
- **"User"**: Any individual or entity accessing or using the website.
- **"Website"**: Refers to DAMOS Living's online presence.

3. Use of Website

By accessing the website, you warrant and represent that you are legally entitled to do so and to make use of information made available via the website.

4. Privacy Policy

Our privacy policy, which sets out how we will use your information, can be found at [link to privacy policy]. By using this website, you consent to the processing described therein and warrant that all data provided by you is accurate.

5. Cookies

We employ the use of cookies. By accessing DAMOS Living, you agreed to use cookies in agreement with our privacy policy.

6. License

Unless otherwise stated, DAMOS Living and/or its licensors own the intellectual property rights for all material on DAMOS Living. All intellectual property rights are reserved. You may access this from DAMOS Living for your own personal use subjected to restrictions set in these terms and conditions.

7. User Content

Certain areas of this website offer the opportunity for users to post and exchange opinions and information. DAMOS Living does not filter, edit, publish or review Comments prior to their presence on the website. Comments do not reflect the views and opinions of DAMOS Living, its agents, or affiliates. Comments reflect the views and opinions of the person who post their views and opinions.

8. Content Liability

We shall not be held responsible for any content that appears on your website. You agree to protect and defend us against all claims that are rising on your website.

9. Reservation of Rights

We reserve the right to request that you remove all links or any particular link to our website. You approve to immediately remove all links to our website upon requests.

10. Reservations and Cancellation Policy

Reservation

By making a reservation with DAMOS Living, you agree to our terms and conditions, including our cancellation policy. All reservations are subject to availability and confirmation by DAMOS Living. Payment in full is required at the time of booking to secure your reservation.

Please note that any refunds will be processed according to the original method of payment and may take up to 10 business days to reflect in your account.

If a guest or client has previously booked any property directly with DAMOS Living or through any external agency and has previously signed a check-in form, any rebooking, whether for an extension or any future booking, will automatically signify their agreement to the cancellation terms stated in these terms and conditions. For first-time bookings, guests will be notified of the terms at the time of booking and must agree to them. Any agreement made in writing, via text message, or through a telephone call will invoke these terms and conditions.

11. House Rules

All guests and clients of DAMOS Living staying at any of our properties must abide by the house rules as laid out in any information, literature, or agreement issued to the guest. These rules are designed to ensure a pleasant and safe experience for all occupants and to maintain the quality and integrity of our properties. Failure to adhere to these rules may result in additional charges, termination of the stay, or other actions as deemed necessary by DAMOS Living.

12. Limitation of Liability

In no event shall DAMOS Living, nor any of its officers, directors, and employees, be held liable for anything arising out of or in any way connected with your use of this website, whether such liability is under contract. DAMOS Living, including its officers, directors, and employees shall not be held liable for any indirect, consequential, or special liability arising out of or in any way related to your use of this website.

13. Termination

We may terminate or suspend your access to our website immediately, without prior notice or liability, for any reason whatsoever, including without limitation if you breach the Terms.

14. Governing Law

These terms and conditions are governed by and construed in accordance with the laws of the United Kingdom, and you irrevocably submit to the exclusive jurisdiction of the courts in that state or location.

15. Changes to Terms and Conditions

DAMOS Living reserves the right to revise these terms and conditions at any time as it sees fit. By using this website, you are expected to review these terms on a regular basis.

16. Contact Information

If you have any queries regarding any of our terms, please contact us at customer@damosliving.com

Booking Terms & Conditions

These booking terms and conditions of business are a contract between us DAMOS Living, and you the person making the booking including all adult members of your party who will be staying in any of our apartments.

1.0 Scope

1.1. Your stay with us is not intended to confer exclusive possession on either the client or guest nor to create the relationship of landlord and tenant between DAMOS Living (Axeva Partners Limited) and either the client or the guest. Neither the client nor the guest will be entitled to any tenancy, or any short assured or assured tenancy, or to any statutory protection under the Housing Act 1988, or to any other statutory security of tenure now or upon the determination of this agreement.

1.2. Rates are subject to change without notice.

2.0 Agreement for Occupation

2.1. DAMOS Living permit the client to occupy the property, such occupation being by the guest personally only and to use the owners' furniture and effects for the accommodation period. All visitors to the apartment are the responsibility of the guest.

2.2. You must be 25 years or over when you book your accommodation. Your booking is made as a consumer, and you acknowledge that no liability can be accepted for any losses suffered or incurred by you.

2.3. We reserve the right to refuse to accept any booking for whatever reason.

2.4. You may arrive at your accommodation after 3pm (except if it is stated different) on the start day of your booking and, unless otherwise agreed, you must leave by 11am on the last day. If you fail to arrive by midnight on the day of the start date and do not advise us of a late arrival we may treat the booking as being cancelled by you.

2.5. If you want to increase your length of stay then we will do everything possible subject to availability of accommodation to find something suitable for you. It must be borne in mind that this may not always be possible.

2.6. If the number of people permitted to occupy an apartment is exceeded (which would be in breach of Health and Safety Regulations) we reserve the right to move excess occupants and charge for additional apartments or require the excess occupants to vacate the property.

3.0 Paying for your Accommodation

3.1. The client will pay to DAMOS Living: -

3.1.1. Cleared funds must be received 30 days before arrival date in full. All prices advised to you are inclusive of booking fees and charges except if it is stated otherwise.

3.1.2. Should payment not reach us within the required time we reserve the right to cancel any bookings made and any deposit paid will be forfeit.

3.1.3. If the client fails to pay DAMOS Living any sums that are payable under this agreement when due, the client will pay DAMOS Living, on demand, interest on the unpaid sum in accordance with the Late Payment of Commercial Debts (Interest) Act 1998 (as amended) from the date payment is due until DAMOS Living receives payment in full cleared funds both before and after any judgement.

3.1.4. A £150.00 deposit covering breakages and damages is required. This can be charged up to five (5) working days after the guests stayed in the property. The deposit is NOT applied towards payment for the accommodation and only charged provided the following provisions are not met:

- No charges are incurred due to illegal activity, pets or additional services rendered
- No damage is done to property or its contents. during the stay.
- All debris, rubbish and discards are placed in rubbish bin, and soiled dishes are placed in the dishwasher and cleaned.
- All charges accrued during the stay are paid prior to departures
- All keys are left where instructed to.
- NO early arrival or late departures
- NO linens are lost or damaged.

3.1.5. We expect the apartment to be left in a reasonable state on departure. If, at our discretion, additional cleaning is required on departure, the cost of this cleaning will be charged as an additional charge.

3.1.6. From the 1st July 2007 the UK legislation provides that smoking is not permitted in serviced apartments. Smokers must vacate the building should they wish to smoke.

3.1.7. Where there is evidence of guests smoking within the apartment, we reserve the right to charge £200 for specialist cleaning.

3.1.8. Anyone found using or under the influence of illegal drugs or substances classified under the Misuse of Drugs act (1971) will be reported to the police and asked to leave the premises. Any evidence or suspicion of drug use on our premises will also be reported immediately to the police and there will be a charge of £200.00.

3.1.9. No daily housekeeping service is provided – While linens and bath towels are included in the unit, daily maid service is not included in the rental rate. However, it is available at an additional rate. We suggest you bring beach towels. We do not permit towels or linens to be taken from the property.

3.1.10. Falsified Bookings – Any booking obtained under false pretence will be subject to forfeiture of advance payment, deposit and/or rental money, and the party will not be permitted to check in.

3.1.11. NO pets are permitted in rental units.

NO smoking within the apartment.

3.1.12. Any deposits paid to secure bookings dates will not be refunded unless booking is cancelled within the terms of the cancellation policy in clause 4.0.

4.0 Cancellation Policy

4.1. In the unlikely event we must cancel or make a change to your accommodation we will use all reasonable efforts to contact you as soon as possible to explain what has happened and to inform you of the cancellation or the change. If possible, we will offer alternatives, but should these alternatives be unacceptable to you the booking will be treated as cancelled and we will refund any money you have paid to us within 14 days of any cancellation.

4.2. We shall not be liable for changes, cancellations or any other effect on your booking due to events beyond our control (force majeure). In these Conditions “force majeure” means any event or consequences thereof which could not have been reasonably avoided, by us even with the exercise of all due care. Such events may include war or threat of war, civil strife, terrorist activity, industrial dispute, natural or manmade disaster, fire, adverse weather conditions and all similar events outside our control.

4.3. If you wish to alter your booking, we will use our best efforts to accommodate your requirements, however, you will be obliged to pay any additional expenses incurred as a result of alteration. In addition, we may charge at our discretion, an amendment fee to cover the necessary administrative costs incurred.

4.4 Cancellation Policy

4.4.1 For Reservations from 1 to 14 Nights

- **Cancellation 31 or more days prior to check-in:** A full refund will be provided for cancellations made 31 or more days before the scheduled check -in date.
- **Cancellation 0 to 30 days prior to check -in:** No refunds will be provided for cancellations made within 30 days of the scheduled check-in date.

4.4.2 For Reservations from 15 to 30 Nights

- **Cancellation 31 or more days prior to check-in:** A full refund will be provided for cancellations made 31 or more days before the scheduled check -in date.
- **Cancellation within 30 days prior to check -in:** No refunds will be provided for cancellations made within 30 days of the scheduled check -in date.

4.4.2 For Reservations from 31 to 60 Nights –

- **Cancellation 61 or more days prior to check -in:** A full refund will be provided for cancellations made 61 or more days before the scheduled check-in date.
- **Cancellation within 60 days prior to check -in:** No refunds will be provided for cancellations made within 60 days of the scheduled check -in date.

4.4.4 For Reservations from 61 to 90 Nights

- **Cancellation 76 or more days prior to check -in**: A full refund will be provided for cancellations made 76 or more days before the scheduled check -in date.
- **Cancellation within 75 days prior to check -in:** No refunds will be provided for cancellations made within 75 days of the scheduled check -in date.

These terms ensure clarity and fairness in our cancellation process.

4.5. If no-show, the total price of the reservation will be charged.

4.6. No refunds will be made for non-arrivals.

4.7 If you cancel within the free cancellation period, you will not be refunded credit card fees which is included in the price when you made the booking.

5.0 Death, Personal Injury or Loss of Property

5.1. We shall have no liability to you for the death or personal injury to you or any members of your party unless this results from an act or omission on our part.

5.2. Any guest using their own electrical appliances (hairdryers, curlers, tongs, shavers, personal computers, personal stereos etc) must use the appropriate adaptor. Non-UK plugs used without the appropriate adaptor/transformer are a serious fire risk. Please ensure that all heated appliances are switched off and stored safely before leaving the apartment. Guests found to be in breach of this rule may be asked to leave with immediate effect.

5.3. You must take all necessary steps to safeguard your personal property and we accept no liability to you in respect of damage to, or loss of, such property unless caused by negligence on our part.

5.4. Cars and their contents are parked at owners' risk. Please ensure that cars are locked and possessions are left out of sight.

5.5. Property left in the apartment will be kept for 1 week after departure or forwarded at the guest's expense.

6.0 Keys

6.1. Unless otherwise agreed, we will issue to the client or guest a set of keys to the property. If at any time the client or guest loses the keys, they must notify us as soon as possible and we will instruct a locksmith to change the lock/key(s) and charge the client or guest.

6.2. If the guest locks him or herself out of the property and requires the our assistance to re-enter the property, we reserve the right to charge an administration fee of £150.00.

6.3. DAMOS Living will retain keys to the property and will access the property to provide the services set out in the agreement and any necessary maintenance and

also to inspect the property and carry out repairs to the structure, roof, exterior or any services, appliances or equipment therein. We reserve the right to enter the property at any reasonable time during your stay for essential maintenance or if we suspect damage have been caused or in case of any emergency. We will make reasonable efforts to contact you before entering the property.

7.0 Services

7.1. We cannot be held responsible for any failure or interruption to services to the apartment, for example, gas, water and electricity, or for any damage, disturbance or noise caused because of maintenance work being carried out in any part of the building.

7.2 Wireless Broadband Internet and Hardwire - Wireless Broadband Internet is usually available at our apartments, however, the owners and DAMOS Living will not be liable for loss of this service due to connection, environmental or human error and no support service is available. For this reason, wireless broadband internet is not a contractual provision. DAMOS Living do not assume any responsibility for any damage to your computer or the data contained on it, nor the security of any data transferred over the internet. Guests are responsible for the protection of their computers from loss of data, unauthorised access or viruses.

7.3 Maintenance Call-Outs - Should a guest or client report that a service or an appliance is faulty and subsequent inspection confirms that the appliance was not faulty, but was not being operated properly by the guest, and where usage instructions have been provided, we reserve the right to charge the guest for the maintenance call out.

8.0 Client's Obligations

8.1. The client will guarantee that any guest will: -

8.1.1. Not keep any animals, insects, birds or reptiles in the property.

8.1.2. When guests with small children occupy the property, the guest undertakes to provide all suitable childproofing safety equipment.

10.1.3. Not to do or permit any act that would make any insurance policy on the property void or voidable or increase the premium.

10.1.4. Not to do anything that may cause a nuisance or annoyance to the owners or to any other occupier or guest of adjoining properties or do anything at the property that is illegal or immoral. Noise disturbance after 11pm and before 7am can be reported to the local Council.

10.1.5. Ensure that at the end of this agreement the property is cleared of the guest's effects and left in good repair and clean condition and make good, pay for the repair or replace of such items of the fixtures, furniture, furnishings and other effects as shall be broken, lost, damaged, or destroyed save as for reasonable wear and tear excluding matters covered by insurance.

10.1.6. Use the Property for residential purposes only and not for any business use.

10.1.7. Not make any alterations to the property.

10.1.8. Indemnify and keep the owners fully and effectively indemnified against all losses, claims, demands, actions, proceedings, damages, costs of expenses or other liability or right arising in any way from this agreement.

10.1.9. Not assign, underlet, sub-licence, charge or part with possession of whole or any part of the property, take in lodgers or share occupation of the property with any person in any way.

10.1.10. Not sell, loan, charge or otherwise dispose of or part with possession of any of the contents located at the property including without limitation the owners' furniture and effects.

10.1.11. Not hang on the outside of the property any flower pot or similar object or any clothes or other articles.

10.1.12. Not block or put noxious or damaging substances into the sinks, baths and lavatory cisterns or waste or soil pipes in the property or allow them to overflow.

10.1.13. Not leave the entrance door or windows to the property open but to ensure that all door and window locks are properly engaged at all times. All windows must be closed when not in the apartment or during bad weather.

10.1.14. To take all reasonable precautions to prevent condensation by keeping the Property adequately ventilated and heated. Extractor fans located in the bathrooms and en-suites must be switched on at all times to prevent damage to the apartment.

10.1.15. Not change any lock to the property or have any duplicate keys made.

10.1.16. To report any plumbing, electrical or general problem to the owners as soon as is practicably possible and to desist from attempting to remedy such problem on their own.

10.1.17. To maintain properly insured to their full replacement value all of the client's and/or guest's personal property which is kept either at the property or on the guest's person.

10.1.18. To use all equipment provided at the Property strictly in accordance with its operating instructions and not for any purpose other than its intended use.

10.1.19. Not to leave or store any valuable personal possessions anywhere in the property where they can be easily viewed by third parties.

10.1.20. Not to play ball games inside or within the grounds of the apartment.

10.1.21. To ensure that the number of people occupying the property does not at any time exceed the maximum number of permitted occupants as set out in your booking of the relevant property.

10.1.22. To use any cleaning products, liquids, tablets strictly in accordance with their usage instructions and to ensure that such products are kept out of reach of children. DAMOS Living accept no liability for misuse of products supplied.

10.1.23. Not to install any portable cooking appliances, camping stoves or similar items in the apartment.

11. Termination of this Agreement

11.1. This agreement may be ended by DAMOS Living without notice: -

11.1.1. If the accommodation fee is not paid on the payment day or if the client is in breach of any of the conditions

11.1.2. If the client becomes bankrupt, has an administration order made against him or her or has a judgment enforced or entered against him or her.

11.2. DAMOS Living may also terminate this agreement at any time on giving the client written notice.

11.3. The client will at the end of the accommodation period return to DAMOS Living all keys to the property and give DAMOS Living vacant possession of the property.

12.0 If you cancel your Booking

12.1. Any cancellation must be notified to us in writing. The day we receive your written notification of cancellation is the date on which your booking is cancelled. Cancelation policy applies in clause 4.0

12.2. In case of no-show, the total price of the reservation will be charged.

12.3. DAMOS Living may, as its own discretion, waive its rights to cancellation fees.

13.0 Health and Safety

13.1. We want your stay to be as comfortable as possible. Failure to comply with this statement may be considered as a breach of contract and the guest being asked to leave.

13.2. Guests should always keep the apartment free of hazardous objects and not to leave it in a condition that would make it unsafe for our housekeepers, staff, guests or themselves to use.

13.3. By making a booking and staying in one of our apartments you agree to abide by these terms and conditions.

14.0 Data Protection Policy DAMOS Living is required to gather certain personal data about clients for the purposes of satisfying operational and legal obligations. This personal data will be subject to the appropriate legal safeguards as specified in the Data Protection Act 1998. DAMOS Living fully endorse and adhere to the eight principles of the Data Protection Act. These principles specify the legal conditions that must be satisfied in relation to obtaining, handling, processing, transportation and storage of personal data. The principles require that the personal data shall:

A. Be processed fairly and lawfully purpose and shall not be processed in any manner incompatible with that purpose;
B. Be obtained for a specified and lawful purpose and shall be processed in any manner incompatible with that purpose;
C. Be adequate, relevant and not excessive for those purposes;
D. Be accurate and, where necessary, kept up to date;
E. Not to be kept for longer than is necessary for that purpose;
F. Be processed in accordance with the data subject's rights;
G. Be kept secure from unauthorised or unlawful processing and protected against accidental loss, destruction, or damage by using the appropriate technical and organisational measures;
H. And not be transferred to a country or territory outside the European Economic Area, unless the country or territory ensures an adequate level of protection for the rights and freedoms of data subjects in relation to the processing of personal data.

15.0 Complaints

15.1. All complaints should be notified as soon as possible to the DAMO Living and we will do our best to resolve them in a timely manner.

15.2. If you are still not satisfied then within 14 days of the end of your stay, you should put your comments in writing to our address and we will use all reasonable efforts to resolve the matter as quickly as possible.

15.3. You can also complain to the booking agent you used for your apartment reservation.

16.0 Law These conditions and terms of contract and all matters arising therefrom are subject to the law of Scotland and in the event of dispute; you will be subject to the exclusive jurisdiction of the courts of Scotland.

17.0 Your Rights

17.1 Your statutory rights are not affected by anything contained within these Terms and Conditions of Hire.

18. Interpretation

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

"DAMO Living" "Us" or "We" refers to [company name] Limited offering serviced apartments on behalf of the property owners.

"Client" is the person who arranges the accommodation – they could also be the guest.

"Guest" is the person who resides at the property including all adult members of your party – they could also be the client.

"Agreement" means this agreement;

“Apartment or property” – is an accommodation managed by [company name] Limited on behalf of the owner(s)

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

“Fee” is the rental for the apartment and inclusive services which is payable in advance.

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

“Inclusive Services” means housekeeping service once per week, linen and towel change once per week, use of electricity, gas, water, sewerage, council tax, TV licence.

The term “Serviced Apartment” means the following: – A fully furnished and equipped apartment, accessed by corridors, stairwells and any common part of the building, inclusive of gas, electricity, water, drainage and sewerage, Council Tax, TV licence, a once per week cleaning and linen service.