

Terms & Conditions

1. Definitions

"the Hirer" means the person or persons named as the Hirer in the booking form. "Executive Living Ltd" means Executive Living Ltd of 33 Sir Alfred Munnings Road, Costessey, Norwich, Norfolk NR8 5EE. "the property" means the Room or an Apartment in the building or any property offered for let by Executive Living Ltd occupied or to be occupied by the Hirer pursuant to an agreement entered into by Executive Living Ltd and the Hirer in accordance with clause 2 below. the "Licence Period" means the period specified in the application form referred to in clause 2.1 and confirmed in accordance with clause 2.4 during which the Hirer is to occupy the property and any extension of that period agreed by Executive Living Ltd. "the Licence Fee" is the amount payable by the Hirer for occupation of the property and the other services to be provided by Executive Living Ltd during the Licence Period

2. Booking

2.1 Booking is normally done either on-line or in person and the procedure is as follows :-

2.1.1 The Hirer completes and sends a booking form ("the Booking Form")

2.1.2 Executive Living Ltd replies stating whether or not they have an Apartment available and if so what the Licence Fee will be

2.1.3 If the Hirer replies accepting the offer made by Executive Living Ltd, provides Executive Living Ltd with the required payment and documentation and confirms that the Hirer accepts these terms of business the booking is complete and a binding contract is formed.

2.2 Upon completion of the booking Executive Living Ltd will obtain payment by means of a non refundable administrative fee of £50.00 (and/or advance payment of License Fee if in person as set out in clause 3)

3. Payment of the Licence Fee

3.1 The Licence Fee shall be paid in advance. Where the Licence Period or the Licence Period remaining is less than a month the Licence Fee payable shall be the fee for the whole of or the remaining part of the Licence Period

3.2 The first month's Licence Fee (or where the Licence Period is less than a month the whole of the Licence Fee) shall be paid to Executive Living Ltd not less than 28 days before the commencement of the Licence Period

3.3 The License Fee is based on costs prevailing at the time of quotation and may be subject to change following the end of the License Period

4. Methods of Payment

4.1 All payments made to Executive Living Ltd shall be made in pounds sterling and must be clear of bank charges

4.2 Payment shall be made By advance payment or by Standing Order in advance at the sole discretion of Executive Living Ltd or by cash payment

4.3 The Hirer authorises Executive Living Ltd to charge the Hirer with any money due to Executive Living Ltd under the terms of this Agreement including the Licence Fee, the cost of any services provided, the cost of replacing any damaged items of the Inventory and the cost of any excess cleaning.

5. Cancellation or Alteration of Booking by Hirer

5.1 Cancellation of the booking must be notified to Executive Living Ltd in writing and the notice must be sent by post or email and have been confirmed as received

5.2 Where notice of cancellation is received more than 28 days prior to the commencement of the Licence Period Executive Living Ltd shall refund all payments received from the client minus an administration fee of £50.00 for each Apartment

5.3 Where notice of cancellation is received not more than 28 days prior to the commencement of the Licence Period but more than 14 days prior to the commencement of the Licence Period Executive Living Ltd shall refund all payments received from the client minus 50% of the Licence Fee that would have been payable by the Hirer during the Licence Period or if the Licence Period is longer than 1 month during the first month of the Licence Period.

5.4 Where notice of cancellation is received not less than 14 days or less prior to the commencement of the Licence Period but more than 7 days prior to the commencement of the Licence Period Executive Living Ltd shall refund all payments received from the client and 75% of the Licence Fee payable for the Licence Period or where the Licence Period is longer than 1 month for the first month of the Licence Period

- 5.5** Where the notice of cancellation is received within 7 days prior to the commencement of the Licence Period Executive Living Ltd shall be entitled to retain the whole of the Licence Fee paid by the Hirer or if the Licence Period is greater than 1 month the Licence Fee for the first month of the Licence Period
- 5.6** If the Hirer has not paid the Licence Fee required to be paid by the Hirer under the terms of this Agreement before cancelling the booking the sums which Executive Living Ltd is entitled to retain by virtue of clauses 5.2 to 5.5 shall become immediately payable by the Hirer to Executive Living Ltd
- 5.7** If the Hirer wishes to alter the booking (for example to change the dates of the Licence Period) Executive Living Ltd will use reasonable efforts to comply with the Hirer's request but cannot guarantee that they will be able to do so. In the event of Executive Living Ltd being able to alter the booking they shall be entitled to charge an administration fee of £50.00 per Apartment for the alterations.
- 5.8** If Executive Living Ltd is obliged to cancel the Hirer's booking they will make all reasonable efforts to offer suitable alternative accommodation. If they are unable to do so or the alternative accommodation is not acceptable to the Hirer on reasonable grounds Executive Living Ltd will refund all money paid by the Hirer from the date of Check Out (which may or may not be the date of cancellation) to the end of the Licence Period and this refund shall constitute full and final settlement of any liability that Executive Living Ltd may have to the Hirer as a result of such cancellation
- 5.9** If Executive Living Ltd is obliged to alter the booking it will use all reasonable endeavours to notify the Hirer as soon as possible. If the proposed alteration is not acceptable to the Hirer may cancel that part of the booking that relates to the alterations and shall receive a full refund for that part of the booking. [Alternatively the Hirer may cancel the whole of the booking]. In these circumstances Executive Living Ltd shall refund the Licence Fee payable in respect of the altered portion of the booking [or shall refund all money paid by the Hirer prior to cancellation as the case may be]
- 5.10** The refund of money by Executive Living Ltd to the Hirer pursuant to clauses 5.8 and 5.9 above shall be deemed to constitute full and final settlement of any claims the Hirer may have against Executive Living Ltd and Executive Living Ltd shall not be liable to the Hirer in respect of any other loss the Hirer may suffer as a result of the cancellation or alteration of the booking

6. Occupiers

- 5.1** Only the persons listed in the booking form may occupy the property and the number of occupiers shall at no time exceed the maximum number of occupiers specified in the booking form
- 5.2** The property cannot be re-let/sublet to any other group/party without the written approval of Executive Living Ltd

7. Check In and Check Out

- 7.1** The property shall be available for occupation at 1600 hours on the date of commencement of the licence period. Keys may be collected from our agent at the property if agreed beforehand between 0930 hours and 1700 hours on Monday to Saturday. Executive Living Ltd will use reasonable endeavours to make keys available outside these hours provided the Hirer requests alternative arrangements beforehand
- 7.2** The property must be vacated by 1030 hours on the last day of the Licence Period. Keys must be returned to Executive Living Ltd by 1100 hours on that day
- 7.3** If the property is not vacated by 1030 hours on the last day of the Licence Period Executive Living Ltd shall be entitled to charge the Hirer one day's Licence Fee

8. Other Obligations of the Hirer

The Hirer shall:-

- 8.1** Take reasonable care of the property and the furniture and effects provided by Executive Living Ltd
- 8.2** Leave the property and all furniture and effects clean tidy and in a lettable condition at the end of the Licence Period
- 8.3** Make good any damage to the property or the furniture and effects caused by negligence wilful damage or irresponsible behaviour on the part of the Hirer any occupier or their guest (normal wear and tear excepted)
- 8.4** Report any damage to the property or to the furniture and effects immediately to Executive Living Ltd
- 8.5** Not keep any dangerous or combustible materials in the property or do anything else which might make the buildings insurance policy covering the building and its contents void or voidable
- 8.6** Not keep any pets of any kind in the property
- 8.7** Not smoke in the property or in any common parts of the Building

- 8.8** Not remove any items provided by Executive Living Ltd from the property
- 8.9** Pay for telephone calls made (but not rental charges for the telephone equipment or line rental charges) where a line has been provided
- 8.10** Pay any interest that may be due to Executive Living Ltd under the terms of this agreement

9. Obligations of Executive Living Ltd

Executive Living Ltd shall provide:-

- 9.1** An Apartment in the Building for occupation by the Hirer and the other occupiers named in the booking application form during the Licence Period
 - 9.1.1** In the property suitable furniture kitchen equipment and appliances cutlery crockery kitchen utensils and other items [listed in the inventory details of which are available on request from Executive Living Ltd]
 - 9.1.3** Heating electricity gas water and television and when provided line rental for telephone equipment

10. Default

- 10.1** Executive Living Ltd shall be entitled to cancel any booking made by the Hirer and to terminate this Agreement if Executive Living Ltd does not receive payment in full of any sum due to Executive Living Ltd under the terms of this Agreement when that payment falls due or if the Hirer commits any other breach of the terms of this Agreement
- 10.2** If Executive Living Ltd terminates this Agreement under clause 10.1 Executive Living Ltd shall be entitled to require the Hirer and the Hirer's guests if any to vacate the property and the Hirer and the Hirer's guests if any shall vacate the property immediately upon being required to do so
- 10.3** Executive Living Ltd shall be entitled to compensation for any loss suffered by Executive Living Ltd as a result of any breach by the Hirer of the terms of this Agreement including consequential losses and loss of Licence Fees
- 10.4** Executive Living Ltd has the right to terminate a booking at any time on the grounds of abuse to staff or other guests, mistreatment of the property or criminal activity on the part of those occupying the property or their guests. In such circumstances, Executive Living Ltd is not obliged to provide or locate alternative accommodation. The period of notice and the proportion of refund are at the discretion of Executive Living Ltd

11. Licence not Tenancy

- 11.1** This agreement constitutes a licence agreement not a tenancy
- 11.2** The Hirer shall not be entitled to occupy a specific apartment and Executive Living Ltd shall be entitled to require the Hirer to move to another Apartment of similar size and quality upon giving the Hirer not less than 48 hours notice in writing

12. Miscellaneous

12.1 Access

Executive Living Ltd or anyone acting on their behalf shall have the right to enter the property at any time and for all reasonable purposes connected with the management of the business of Executive Living Ltd

12.2 Force Majeure

Executive Living Ltd shall not be liable for any loss damage or expenses incurred if they are unable to provide an apartment as a result of events or circumstances beyond their reasonable control including (for example) war civil strife terrorist activity labour disputes natural or man made disasters fire flood and adverse weather conditions

12.3 Governing Law

This agreement shall be governed by the laws of England and Wales and the Hirer agrees that the Courts of England and Wales have exclusive jurisdiction in respect of any dispute arising from this agreement

12.4 Interest

If any money due to Executive Living Ltd is not paid on the due date the sum unpaid shall bear interest at the rate of 4% above the base rate of the Bank of England from time to time in force both before and after judgment

12.5 Insurance

apartment hire cost does not include any personal insurance cover of any kind. It is recommended that insurance is taken out against cancellation. It is further strongly advised that personal accident and medical insurance is also taken out

12.6 Acceptance of Conditions

Your acceptance of these conditions is acknowledged by making a booking and/or by making a payment. Payment of deposit or License Fee also indicates acceptance of these terms and conditions