



## **Terms and Conditions. - Oxfordshire Living Ltd**

### **Terms and Conditions**

By booking accommodation with Oxfordshire Living Ltd you are agreeing to the following terms and conditions.

#### **1.The Booking**

Your booking is with Oxfordshire Living Ltd (referred to as Oxfordshire Living in these terms and conditions) which is a Limited Company registered in England and Wales 11380177 Mentor House, Ainsworth Street, Blackburn, BB1 6AY

- 1.1. References to you or your, are references to the person or organisation making the booking with Oxfordshire Living Ltd
- 1.2. These terms apply to bookings made via the Oxfordshire Living website, by email or telephone or in person with Oxfordshire Living Ltd, Bookings made via Booking.com, Tripadvisor, AirBnB and Homeaway will be subject to their terms and conditions and additional our own terms noted here.
- 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 leisure, 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 three months. Bookings may be made at any time up to 24 hours prior to your stay to enable us to check your status and credit card details are correct.
- 1.6. Bookings may only be made by a person aged 25 or above and there must be at least one person aged 25 or above staying in the accommodation. Proof of ID is required as to is proof of address, which must match that of the credit card 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 Oxfordshire Living Ltd



## **2. Payment and Cancellations**

- 2.1. All payments shall be made by Credit or Debit Card, or Bank Transfer. Oxfordshire Living do not charge booking fees or credit or debit card fees.
- 2.2. Full payment is required upon booking unless expressly agreed otherwise by Oxfordshire Living Ltd.
- 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 Oxfordshire Living Ltd 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. Both Oxfordshire Living Ltd and you may cancel the booking at any time up to 14 days prior to the first day of your booking with Oxfordshire Living Ltd in which case a full refund will be made to you. After this period the total amount will be payable.
- 2.5. If you cancel the booking within 14 days of the first day of your booking then Oxfordshire Living Ltd reserves the right to retain the full amount paid. Any refund will be at Oxfordshire Living Ltd.'s entire discretion unless it is able to book out the accommodation to other guests, in which case it shall make a refund to you of your booking cost, less any difference in price where the replacement booking was off a lesser value.
- 2.6. Oxfordshire Living Ltd reserves the right to cancel bookings within 7 days of the first day of the reservation where it is necessary due to reasons outside of Oxfordshire Living's reasonable control or in the event of an overbooking due to delays or errors within the booking system. In the event of such cancellation the client will receive a full refund
- 2.7. Long Stay Cancellation Policy (28 Nights +) - Both Oxfordshire Living Ltd and you may cancel the booking at any time up to 28 days prior to the first day of your booking with Oxfordshire Living Ltd in which case a full refund will be made to you. After this period the total amount will be payable.  
If you cancel the booking within 28 days of the first day of your booking then Oxfordshire Living Ltd reserves the right to retain the full amount paid. Any refund will be at Oxfordshire Living Ltd.'s entire discretion unless it is able to book out the accommodation to other guests, in which case it shall make a refund to you of your booking cost, less any difference in price where the replacement booking was off a lesser value.



- 2.8. Non-Refundable rates are not entitled to any form of refund unless otherwise agreed by Oxfordshire Living.

### **3. Your stay**

- 3.1. Check-in time is from 15:00 and check-out time is no later than 10:00, unless expressly agreed by Oxfordshire Living Ltd otherwise. Oxfordshire Living 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.
- 3.2. Oxfordshire Living Ltd provide serviced accommodation rather than hotel or guest house service. Oxfordshire Living Ltd do not provide meals or newspapers.
- 3.3. Included in your room/apartment will be linen and towels, shower gel and shampoo/conditioner. A cleaning service can be provided and further information is available on request.
- 3.4. Your accommodation will also include a supply of coffee, tea and long life milk.
- 3.5. 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:
- 3.5.1 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.
- 3.5.2 Bring any pets into the premises, with the exception of assistance dogs or unless expressly agreed by Oxfordshire Living.
- 3.5.3 Bring any potentially dangerous or hazardous materials or equipment onto the premises;
- 3.5.4 Tamper with any fire alarms or emergency equipment
- 3.5.5 Remove, damage or destroy any Oxfordshire Livings property;
- 3.5.6 Use any technology provided by Oxfordshire Living to download or access any unlawful or obscene material;
- 3.5.7 Cause unreasonable disturbance to our other guests or any Oxfordshire



Living staff;

- 3.5.8 Make excessive noise particularly after 11pm especially from TV's and other electronic devices;
- 3.5.9 Fail to return your room keys/fobs/cards at the end of your stay as, in the interests of security, we may have to replace the corresponding locks and the costs will be covered by the guest.

#### **4. Damage, theft and costs**

- 4.1. Oxfordshire Living reserves the right to charge to the credit/debit card used for payment or any other card used to provide security in respect of:
  - 4.1.2. The cost of replacing or repairing any property of Oxfordshire Living including furniture, upholstery, Linens & Towels, fittings, appliances or other fixtures and items which are damaged during your stay;
  - 4.1.3. The cost of replacing any items of property which are stolen from the accommodation during your;
  - 4.1.4. Any breach of our non-smoking policy. A standard charge of £200 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
  - 4.1.5. Such costs may be charged on check-out but Oxfordshire Living reserves the right to apply such charges to your card at a later date where necessary.
  - 4.1.6. Where Oxfordshire Living 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.
  - 4.1.7. Oxfordshire Living will provide a receipt including a break-down of costs for all additional charges made to your credit or debit card.

#### **5. Privacy, Data Protection and Credit/Debit Card Security**

- 5.1. Oxfordshire Living 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.

## **6. Complaints**

- 6.1. Oxfordshire Living want to ensure that you have an enjoyable stay.
- 6.2. If you have a problem during your stay please talk to any member of staff who will be able to help you.
- 6.3. If Oxfordshire Living 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 Oxfordshire Living may properly investigate your complaint.
- 6.4. Your complaint will be dealt with by an appointed member of the Oxfordshire Living management team. Oxfordshire Living aims to respond to formal complaints within 2 days but if this will not possible Oxfordshire Living will notify you of this and of when it expects to respond. Oxfordshire Living will set out the outcome to your complaint in writing.
- 6.5. Oxfordshire Living reserves the right to reject without further investigation any vexatious complaint or complaint made in bad faith.  
Email address:  
info@oxfordshire-living.com

## **7. Limitation of Liability**

- 7.1. The liability of Oxfordshire Living 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. Oxfordshire Living 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. Oxfordshire Living shall not be liable for any damages or loss 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 Oxfordshire Living;
  - 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 Oxfordshire Living 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 he 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**

- 10.1. 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.