# TERMS & CONDITIONS

Please find below our booking terms and conditions. Full definitions of terms used are given at the end.

**This Booking is made subject to the following Terms and Conditions:**

### 1.1 PAYMENT

1.1.1 Upon making the Booking, the Total Booking Cost shall either:

1. a) In the case of a Prepay Rate be payable in full by the Principal Guest and shall be non-refundable in the event of cancellation at any time following Confirmation (see also 1.1.2 and 1.1.3).

**OR**

1. b) in the case of a *Flexible rate* be payable 48 hours prior to arrival by the Principal Guest and shall be non-refundable in the event of cancellation within 48 hours of arrival e.g. if you are checking in on Monday, you have until 3pm on the preceding Saturday to cancel free of charge.

1.1.2 For *Pay Now* Rate bookings, in the event that the Total Booking Cost has not been paid within 24 hours of booking e.g. because a credit card declines then Tutu & Giovanna Properties Ltd reserves the right to transfer the Booking to Tutu & Giovanna Properties Ltd’s standard rate which will incur an additional *Flexible* fee (the advertised difference at the time between the two Rates).

1.1.3 For *Pay No*w Rate bookings, the Guest shall not be permitted to change the date of the Booking.

1.1.4 In the event that the Guest wishes to order any Extras, such Extras shall be payable in full upon check-in.

1.1.5 Where applicable, Tutu & Giovanna Properties Ltd will undertake the Pre-Authorisation at check-in and shall release the Damage/Purchase Deposit following check-out provided there is no Liability e.g. relating to the purchase of products on-site or other fees. This Damage/Payment Deposit” shall mean:

– a deposit of between £150 and £250 will be taken for all properties.

Deposits are taken by Payment processing system via Stripe.

1.1.6 Following check-out by the Guest, Tutu & Giovanna Properties Ltd shall ensure that the Final Cost of Stay is available in invoice format via the Principal Guest’s account on the Site. In the event that any Liability is due to be paid, the Guest authorises Tutu & Giovanna Properties Ltd to take such amount directly from the credit card used for payment of the Total Booking Cost. In the event that Tutu & Giovanna Properties Ltd is unable to take payment for any Liability from such card the Guest shall make payment of the Liability forthwith. Failure to make any such payment fully within seven days of dispatch of the statement shall render the Guest liable to interest on any outstanding amounts at the rate of four per cent over Bank of England base rate.

### 1.2 BOOKING CONFIRMATION

1.2.1 The Booking will become valid and effective only upon completion by Tutu & Giovanna Properties Ltd of the Booking Process and dispatch by Tutu & Giovanna Properties Ltd to the Principal Guest of the Confirmation.

1.2.2 In the event that Tutu & Giovanna Properties Ltd is unable to complete the Booking Process it shall notify the Principal Guest and provide an opportunity for the Principal Guest to provide any Booking Information which may be missing, or which could not hitherto be validated. In the event that Tutu & Giovanna Properties Ltd is still unable to complete the Booking Process Tutu & Giovanna Properties Ltd shall notify the Principal Guest that the Booking has not been confirmed.

1.2.3 In the event that, following the Confirmation, the Property is not available for any reason in respect of all or part of the Stay, Tutu & Giovanna Properties Ltd shall notify the Principal Guest as soon as reasonably practicable. In such circumstances Tutu & Giovanna Properties Ltd shall use all reasonable endeavours to offer the Guest a suitable alternative property. In the event that Tutu & Giovanna Properties Ltd is unable to offer the Guest a suitable alternative property, it shall refund the Total Cost of Stay to the Guest, provided that under no circumstances shall Tutu & Giovanna Properties Ltd be obliged to pay to the Guest any further sum(s) by way of compensation or damages arising from such cancellation.

### 1.3 CHECK-IN/OUT

1.3.1 The Property shall, subject to the terms of paragraph 1.4.15 below, be available exclusively to the Guest from 16:00 on the first day of the Stay until 10:00 on the final day of the Stay.

1.3.2 Guest may be able to check-in earlier or check-out later by prior agreement with and at the discretion of Tutu & Giovanna Properties Ltd. Without, in advance agreement, for a late check-out, Tutu & Giovanna Properties Ltd is entailed to charge the guest the full cost of the additional night (rates as per Tutu & Giovanna Properties Ltd company website – https://tutugiovannaproperties.com)

1.3.3 The keys to the Property will be collected by the Guest as set out in the Booking Confirmation. At the end of the Stay the Guest shall leave the keys (and fob) as directed. Failure to do so shall incur, by way of Liability, a charge of £100 to cover the cost of replacement keys and fobs.

### 1.4 TERMS OF STAY

1.4.1 The Property shall only be occupied by the Guest, which shall include the Principal Guest. No-one other than the Principal Guest shall be permitted to make the Booking on behalf of a Guest without the express consent of Tutu & Giovanna Properties Ltd.

1.4.2 The Principal Guest will be aged 21 or over.

1.4.3 The Principal Guest shall at all times be responsible for the acts and/or omissions of the Guests and shall be liable to Tutu & Giovanna Properties Ltd in full for the responsibilities, obligations and liabilities of the Guest as set out in these Terms and Conditions.

1.4.4 The Guest shall not authorise or permit any other person(s) to enter or stay in the Property without the prior approval of Tutu & Giovanna Properties Ltd. Allowing “Extra Guests” will forfeit the damage deposit and you may be asked to vacate with no refunds given.

1.4.5 The maximum number of persons permitted to enter or stay in the Property for the duration of the reservation shall be:

1.4.5.1 In the case of a one-bedroom property, two

1.4.5.2 In the case of a two-bedroom property, four

1.4.5.3 In the case of a three-bedroom property, six

1.4.6 Guests should familiarise themselves with the listed amenities on the booking channel and ask Tutu & Giovanna Properties Ltd if there is anything they are uncertain about.

1.4.7 The Guest shall not smoke in the Property. In the event that the Guest does smoke in the Property Tutu & Giovanna Properties Ltd shall be entitled to charge the Principal Guest the sum of £100.00 (one hundred pounds) by way of Liability to cover the additional costs of cleaning, freshening and airing the Property over a 24-hour period. Any damages caused will be charged for in addition to this fee. Guests may use *vapes and e-cigarettes* provided they do not emit any smoke or smells. The use of incense sticks and candles is strictly forbidden. Similarly, the use of deep fat frying equipment is also prohibited.

1.4.8 The Guest shall not allow any pets or other animals to enter or stay in the Property other than registered guide dogs, or unless pre-approved by us ahead of your stay. Any approved pets will incur an £100 charge for extra cleaning time.

1.4.9 The Guest shall at all times treat the Property and the Contents with care and respect and keep the Property at all times reasonably clean and tidy. In the event that the Guest causes any damage to the Property, or any damage to, or loss of any of the Contents, the Guest shall be responsible in full by way of Liability for such cost of any repair(s) or replacements as Tutu & Giovanna Properties Ltd shall reasonably determine.

1.4.10 The Guest shall not undertake any filming or photography in the property for their personal gain or their business’ financial gain without the prior agreement of Tutu & Giovanna Properties Ltd. In the event of a breach of this clause, the Guest agrees to the immediate and minimum payment of £500 (five hundred pounds) and to vacate the Property immediately. Tutu & Giovanna Properties Ltd may also reasonably determine that further payments are due. Under no circumstances will a refund be given for the Booking fee.

1.4.11 under no circumstances may any pornographic, underwear, swimwear or ‘glamour’ filming or photography take place in the Property. A fixed penalty fee of £1,000 will be immediately payable and all film or photographs will have to be destroyed by the Guest and withdrawn from any publications or websites immediately.

1.4.12 The Guest shall have respect for other residents in the vicinity of the Property and shall not cause or allow to occur any unreasonable noise or other nuisance. In the event that the Guest does cause, or allow to cause, unreasonable noise or other nuisance in the Property Tutu & Giovanna Properties Ltd shall be entitled to charge the Principal Guest the sum of up to £500 (five hundred pounds) by way of Liability to cover the additional costs of dealing with the disturbance. You will be asked to vacate the Property immediately and no refunds will be given.

1.4.13 The Guest shall vacate the Property at the end of the Stay and other than the rights set out in these Terms and Conditions, shall not acquire any other rights in or in relation to the Property. For the avoidance of doubt neither the Booking nor the Stay shall amount to any form of lease tenancy or other property right in respect of the Property.

1.4.14 In the event that the Guest breaches any of the terms set out in paragraph 1.4 Tutu & Giovanna Properties Ltd may at its absolute discretion require the Guest either to remedy such breach or to vacate the Property forthwith. Such right shall be without prejudice to any other rights or obligations set out in these Terms and Conditions.

1.4.15 Tutu & Giovanna Properties Ltd shall not be liable to the Guest for any loss or damage, direct or indirect, to their property, or person, however caused arising from the Stay (other than any personal injury caused to the Guest arising directly from the negligence of Tutu & Giovanna Properties Ltd).

1.4.16 Tutu & Giovanna Properties Ltd will take a copy of a recognised form of Identity such as a driver’s licence or passport and retain this on its secure Bookings database for a maximum period of 13 months to guard against identity theft and credit card fraud. For more information please see our [**GDPR Statement**](https://www.stayingcool.com/privacy/)**.**

1.4.17 At any times during the Stay Tutu & Giovanna Properties Ltd may either itself, or permit others, to enter the Property in order to carry out necessary repairs or in order to reasonably assess or prevent any breaches of these Terms and Conditions by the Guest. Tutu & Giovanna Properties Ltd will at all times try to give prior warning.

**Tutu & Giovanna Properties Ltd** **will always knock and announce themselves before accessing the Property.**

### 1.5 ZERO TOLERANCE

Tutu & Giovanna Properties Ltd’s Team work to provide Guests with the best stay possible and it is important for all our Guests and our Team to be treated with respect.

Tutu & Giovanna Properties Ltd has a Zero Tolerance policy **and** aggressive or violent behaviour towards **our** **team** will not be tolerated under any circumstances.

Anyone **verbally** **abusing** members of staff will be asked to leave the building immediately. No refunds will be given, and no future bookings permitted. There will be no appeal process.

### 1.6 GOVERNING LAW

These Terms and Conditions shall be governed by English law and the parties agree to the exclusive jurisdiction of the Courts of England and Wales

### 2.0 DEFINITIONS IN THESE TERMS AND CONDITIONS

**The following expressions shall bear the following meanings:**

**“Property”** shall mean the property booked by the Guest, details of which are presented on the Site and identified in the Confirmation.

**“Booking”** shall mean the booking requested by the Guest and confirmed by Tutu & Giovanna Properties Ltd in the Confirmation.

**“Booking Information”** shall mean the information required from the Guest in making the Booking including, without limitation, the Guest’s full name, valid permanent residential address, valid credit or debit card details, mobile phone number and email address.

**“Booking Process”** shall mean the booking process undertaken by Tutu & Giovanna Properties Ltd including the receipt by Tutu & Giovanna Properties Ltd of all of the Booking Information and the satisfactory completion of the Identification and Security Checks.

**“Breach”** shall mean any breach by the Guest of these Terms and Conditions.

**“Card”** shall mean the credit or debit card, details of which have been supplied to Tutu & Giovanna Properties Ltd by the Guest for the purpose of the Booking.

**“Confirmation”** shall mean the confirmation of the Booking issued by Tutu & Giovanna Properties Ltd following completion of the Booking Process.

**“Company”** shall mean Tutu & Giovanna Properties Ltd, whose registered office is at 20-22 Wenlock Road, London, England, N1 7GU.

**“Contents”** shall mean the contents of the Property including, without limitation, the furniture, furnishings, fittings, decorations, appliances, equipment and consumables.

**“Damage Deposit”** shall mean:

– A deposit of between £150 and £250 will be taken for all type properties.

Deposits are taken by our Payment processor Stripe.

**“Extra Guests”** shall mean any extra person in the Property that is not booked to stay overnight. The maximum number of guests permitted to stay overnight in an property is: Clubmans – 2 people. *No other guests are permitted to enter the property during your stay without our prior written consent.*

**“Extras”** shall mean the cost of any additional items or services purchased or ordered by the Guest during the Stay.

**“Final Cost of Stay”** shall mean the final total cost of the Stay including the Total Booking Cost together with any Liability.

**“Guest”** shall mean the person(s) authorised to stay in the property during the Stay, being the Principal Guest together with any other Permitted Guests.

**“Identification and Security Checks”** shall mean such checks as Tutu & Giovanna Properties Ltd shall from time to time deem necessary in order to validate the Booking Information.

**“Liability”** shall mean the total amount for which the Guest is liable in respect of any Breach as set in these Terms and Conditions.

**“Permitted Guests”** shall mean such number of guests due to stay in the Property as shall have been notified to Tutu & Giovanna Properties Ltd by the Principal Guest as part of the Booking Information and subject to the maximum number of persons permitted to stay in the Property as set out in these Terms and Conditions.

**“Pre-authorisation”** shall mean the pre-authorisation on the Principal Guest’s credit card of the Damage/Payment Deposit Amount.

**“Principal Guest”** shall mean the person making the Booking, details of whom have been provided in the Booking Information.

**“Right of Entry”** shall mean Tutu & Giovanna Properties Ltd retains the right to enter properties at any time during a guest’s stay. Tutu & Giovanna Properties Ltd will always knock and announce themselves prior to entry.

**“Site”** shall mean the website https://tutugiovannaproperties.com.

**“Stay”** shall mean the Guest’s stay in the Property comprising the number of nights booked by the Guest.

**“Total Booking Cost”** shall mean the total amount payable for the Property for the Stay.