



## Terms & Conditions

### Esho Stays Guest Terms and Conditions

By booking accommodation with Esho Stays you are agreeing to the following terms and conditions.

#### 1. The Booking

- 1.1. Your booking is with Esho Stays, which is a Limited Company registered in England and Wales, 11705032 in England and Wales. Our registered office is 20 Wenlock Road, London. N1 7GU
- 1.2. References to you or your guests are references to the person or organisation making the booking with Esho Stays.
- 1.3. These terms apply to bookings made via Esho and other Online Travel Agents.
- 1.4. 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.
- 1.5. 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.
- 1.6. Bookings can be for any length from two nights up to three months (any bookings longer than 3 months must be agreed with company director). Bookings may be made at any time up to 9:00 pm on the first night of your stay.
- 1.7. Bookings may only be made by a person aged 18 or above and there must be at least one person aged 18 or above staying in the accommodation.
- 1.8. You may not re-sell or re-assign your booking to any other person or organisation except with the express authority of Esho Stays.

#### 2. Payment and Cancellations & Refund Policy

- 2.1. All payments are handled by Esho, unless booking through an OTA third party (Airbnb, Booking.com, etc)

##### 2.1.1 Cancellations for Standard Short Stays ( 2-7 Nights)

Unless otherwise agreed in writing:

- Cancellations made 14 days or more prior to arrival – Full refund.
- Cancellations made 7–13 days prior to arrival – 50% refund.
- Cancellations made less than 7 days before arrival – Non-refundable.
- No-shows – Non-refundable.

If a booking is shortened after check-in, the remaining nights are non-refundable.



### 2.1.2 Cancellations for Mid Stays (7-28 Nights)

Unless otherwise agreed in writing:

- Cancellations made 21 days or more prior to arrival – Full refund.
- Cancellations made 14 –20 days prior to arrival – 50% refund.
- Cancellations made less than 14 days before arrival – Non-refundable.
- No-shows – Non-refundable.

If a booking is shortened after check-in, the remaining nights are non-refundable.

### 2.1.3 Cancellations for Long Stays (28 Nights or More)

For contractor, relocation and corporate stays:

- A minimum notice period of 14 days is required to amend or shorten a confirmed long-stay booking.
- Where 14 days' notice is provided, charges will apply up to the end of the notice period only.
- Less than 14 days' notice – the full 14-day notice period will be chargeable.

### 2.1.4 Non-Refundable & Special Rates

Where a discounted or non-refundable rate has been selected, the booking is non-cancellable and non-refundable under any circumstances.

### 2.1.5 Exceptional Circumstances

Refunds outside the stated policy are at the sole discretion of Esho Stays and must be agreed in writing.

### 2.1.6 Refund Processing

Where refunds are applicable:

- Refunds are processed via the original payment method.
- Please allow 5–10 working days for funds to appear, depending on your bank or card provider.

## 3. Your stay

- 3.1. Check-in time is from 3pm and check-out time is no later than 10am, unless expressly agreed by Esho Stays otherwise. Esho Stays 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. Esho Stays provide serviced accommodation rather than a hotel or guest house service. Esho Stays do not provide meals or newspapers.
- 3.3. Included in your apartment/home will be linen and towels, shower gel and shampoo. A cleaning service is provided as per prior agreement and further information is available on request.
- 3.4. 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:



- 3.4.1. Smoke in the premises. All rooms and common spaces in our accommodation are strictly non- smoking – you and other guests may only smoke outside of the premises.
- 3.4.2. Bring any pets into the premises, with the exception of assistance dogs or unless expressly agreed by Esho Stays; Please note that some properties may be pet friendly and if you would like to bring your pets, please let us know at least a day before arrival. A security deposit will be required in case of any damage, enhanced cleaning etc. Once the cleaning team has been and inspected the property, and confirmed no damage, your deposit will be refunded.
- 3.4.3. Bring any potentially dangerous or hazardous materials or equipment or illegal substances onto the premises;
- 3.4.4. Tamper with any fire alarms or emergency equipment;
- 3.4.5. Remove, damage or destroy any Esho Stays property;
- 3.4.6. Use any technology provided by Esho Stays to download or access any unlawful or obscene material;
- 3.4.7. Cause unreasonable disturbance to our other guests or any Esho Stays staff;
- 3.4.8. Make excessive noise particularly after 10 pm especially from TV's and other electronic devices;
- 3.4.9. 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.

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

- 4.1. Esho Stays reserves the right to charge for:
  - 4.1.1 The cost of replacing or repairing any property of Esho Stays including furniture, upholstery, fittings, appliances or other fixtures and items which are damaged during your stay;
  - 4.1.2 The cost of replacing any items of property which are stolen from the accommodation during your stay
  - 4.1.3 Any breach of our non-smoking policy. A standard charge of £100 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
  - 4.1.4 Consumption, sale or misuse of any illegal substances or associated paraphernalia. A standard charge of £100 will be charged to your card where we find evidence of illegal substances within the accommodation to cover responsible removal and additional cleaning costs, but we reserve the right to charge additional amounts should there be a reasonable requirement to do so.
  - 4.1.5 Any suspected illegal activity will result in a £500 fine immediately.



- 4.2. Such costs may be charged on check-out but Esho Stays reserves the right to apply such charges at a later date where necessary.
- 4.3. An invoice will be sent to you and which you agree to pay within 14 days of receipt.
- 4.4. Esho Stays will provide a receipt including a break-down of costs for all additional charges.
- 4.5. Loss of Esho Stays property and other additional charges that could be incurred during your stay at the property are listed below:

Lost key (standard) – £50.00

Lost key (coded) – £75.00

Lost apartment fob – £50 - £150.00

Lost car park fob – £50 - £150.00

Lost parking permit – £50.00

Emergency Call out charge (outside working hours) – £100.00

Excessive cleaning -£30.00 per hour

Disruption / Noise complaints / Disruptive Social Gatherings – £250.00

Inappropriate items flushed down toilet - £150.00

Late check-in (after 9pm until 11pm) – £40.00

Late check-out – £50.00

Early check-in – £50.00

Unauthorized bringing of pets to a not pet friendly property without the management approval - £100.00 (per pet)

Damaged items and/or decor/furniture/fittings - case by case basis to cover repair/replacement

Suspected illegal activity - £500

Returning items left behind – case by case basis to cover costs

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

- 5.1. Esho Stays 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 guests' names and nationality and to keep such details on file for at least 12 months from the date of arrival.
- 5.3. For full details on how we collect, use and store personal data including the use of cookies please see our full privacy policy.



- 5.4. We use a secure third party service to process card payments ([www.stripe.com/gb](http://www.stripe.com/gb)). This service is PCI-DSS compliant and allows us to make charges to your credit and debit card in accordance with these terms. We do not make or store any copy of your card details in our own systems or elsewhere. You can read the privacy policy of the third party provider here: [www.stripe.com/gb/privacy](http://www.stripe.com/gb/privacy).
- 5.5. We use a secure security camera/ CCTV/ motion camera and noise monitoring device to help provide both hosts and guests with peace of mind that security measures are in place. Our security cameras are all for viewing and monitoring only a public space (e.g. a front door, back door, back yard or a driveway,) or a common space of the property. We do not make or store any copy elsewhere.
- 6. Complaints, Maintenance & Reporting Policy**
- 6.1. Esho Stays want to ensure that you have an enjoyable stay.
- 6.2. If you have a problem during your stay please contact us and we will be able to help you.
- 6.3. If Esho Stays 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 Esho Stays may properly investigate your complaint.
- 6.4. Your complaint will be dealt with by an appointed member of the Esho Stays management team. Esho Stays aims to respond to formal complaints within 2 days but if this will not possible, Esho Stays will notify you of this and of when it expects to respond. Esho Stays will set out the outcome to your complaint in writing.
- 6.5. Esho Stays reserves the right to reject without further investigation any vexatious complaint or complaint made in bad faith.  
Email address: [info@eshostays.com](mailto:info@eshostays.com)  
Postal address: 20 Wenlock Road, London. N1 7GU
- 6.6 Reporting an Issue**  
Guests must report any maintenance concerns as soon as they arise via:
- Our dedicated contact number - 07546551883
  - Email – [info@eshostays.com](mailto:info@eshostays.com)
  - Booking platform messaging (if applicable)
- Prompt reporting helps prevent further damage and ensures a faster resolution.



## 6.7 **Response Times**

We categorise issues as follows:

### 6.7.1 **Emergency Issues**

Examples include:

- Gas leaks
- Major water leaks
- Electrical failure
- Loss of heating in winter
- Security concerns

Response: Immediate contact and attendance as soon as reasonably possible.

### 6.7.2 **Urgent Issues**

Examples include:

- Appliance breakdown
- Plumbing issues
- Internet outage

Response: Within 24 hours.

### 6.7.3 **Non-Urgent Issues**

Examples include:

- Minor maintenance items
- Cosmetic concerns

Response: As soon as reasonably practical, usually within 48–72 hours.

### 6.7.4 **Access for Repairs**

Guests agree to provide reasonable access for inspection and repair. Where possible, we will give notice before attending the property.

Failure to report issues promptly may result in guests being held responsible for additional damage caused.

### 6.7.5 **Contractor & Long-Stay Support**

For longer stays, we aim to minimise disruption to working professionals. Where appropriate, we will:

- Schedule works around working hours
- Offer alternative solutions if major repairs are required

Our goal is to ensure continuity of your stay with minimal inconvenience.

## 7. **Limitation of Liability**

- 7.1. The liability of Esho Stays 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. Esho Stays 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. Esho Stays 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 Esho Stays;
  - 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 limit Esho Stays liability for death or personal injury or in respect of fraudulent misrepresentation.

## 8. **Fire Safety & Compliance Statement**

Esho Stays is committed to maintaining safe and compliant accommodation in line with current UK safety regulations.

All properties are maintained to meet or exceed legal requirements.

### 8.1. Fire Detection Systems

Each property includes:

- Mains-powered or long-life smoke interconnected alarms installed in accordance with UK legislation
- Carbon monoxide alarms where required (including near fuel-burning appliances)
- Regular testing and inspection of alarm systems

Guests are advised not to tamper with or disable any fire safety equipment.

### 8.2. **Gas & Electrical Safety**

Where applicable:

- Valid Gas Safety Certificates are held and renewed annually
- Electrical Installation Condition Reports (EICR) are conducted in accordance with UK requirements
- Portable appliances are maintained in safe working order

### 8.3. **Fire Prevention Measures**

Properties are equipped with:

- Fire extinguishers
- Fire blankets in kitchen areas
- Clear escape routes



Guests must:

- Keep escape routes clear
- Not overload electrical sockets
- Avoid the use of candles or open flames unless expressly permitted
- Refrain from smoking inside the property

#### 8.4 **Guest Responsibility**

Guests are responsible for familiarising themselves with:

- The location of exits
- Alarm points
- Emergency contact details

Any accidental activation of alarms must be reported immediately.

#### 8.5 **Compliance & Ongoing Review**

Fire safety measures are reviewed regularly, and properties are updated in line with evolving legislation and best practice guidance.

Safety remains a core priority across all Esho Stays locations.

#### 9. **Severability**

- 9.1. 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.

#### 10. **Waiver**

- 10.1. 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 the 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.

#### 11. **Entire Agreement**

- 11.1. 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.



**12. Third party rights**

12.1. Nothing in this Agreement is intended to, nor shall, confer any rights on a third party unless expressly provided otherwise

**13. Jurisdiction**

13.1. 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.