

APARTMENT HIRE AGREEMENT

AVIOR Apartments LTD

THESE TERMS AND CONDITIONS APPLY TO THE CONTRACT BETWEEN AVIOR Apartments LTD

, WHO HAS ITS REGISTERED OFFICE AT

THE COURTYARD

17 BOND STREET

NUNEATON

WARWICKSHIRE

CV11 4BX

(“**WE**” or “**US**”) AND YOU FOR THE HIRE OF SERVICED APARTMENT ACCOMMODATION.

IT IS AGREED AS FOLLOWS:

Upon booking with us you are deemed to have read in full and accepted the following Terms and Conditions.

ID must be given prior to check-in in the form of a valid passport or driving license for all guests registered during booking.

1. THE ACCOMMODATION

1.1 We shall provide, and you shall hire the Apartment for the Hire Period, at the Agreed Price and upon the terms of this Agreement. Our rates are subject to change without notice, unless otherwise agreed by us in writing.

1.2 We shall additionally provide:

(a) routine maintenance services as are required to keep the Apartment in good and working condition;

(b) cleaning and fresh bed linen and towels; and

(c) Furniture and Appliances.

1.3 We give you the right (in common with us and all others authorized by us) to use the Apartment for the Hire Period. This right shall expire at the end of the Hire Period (subject to any earlier termination in accordance with this Agreement) or at the expiry of any period of extension of the Hire Period.

1.4 You acknowledge that this Agreement does not give rise to an assured short hold 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 For Bookings relating to apartments that we do not own or operate; we act as an introductory agent only for our principal. In this case you acknowledge that your agreement to hire accommodation is with our principal and we act as the principal's agent only. You agree to indemnify us and keep us indemnified on demand for all claims, liabilities, losses, costs and expenses (including legal fees) incurred or suffered in connection with any contract or prospective contract between you and the principal which shall be made available to you on request.

1.6 You must be 23 years or over when you book your accommodation.

AVIOR Apartments is unable to accept guests under the age of 23 unless authorized by a company or the reservation forms part of a corporate booking. Proof of age or photo identification may be requested at the point of check-in. If proof of age is not given upon arrival or if we suspect any guests are under age the booking may be cancelled.

Children under the age of 14 must not be left unattended in an AVIOR apartment at any time.

1.7 If you want to increase your length of stay, 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.

1.8 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.

Services

We cannot be held responsible for failure or interruption of services within or outside of the apartment or development building – this includes utilities, appliances and communications (Washing Machine, Tumble Dryer, Dishwasher, Television, Broadband, Wi-Fi, Electricity, Water, and Heating).

We cannot be held responsible for inconveniences such as noise, access or supply of services caused by engineering or repair works within or in another part of the property.

If there is an interruption to any services, once we receive notification, we will use all reasonable efforts to rectify the issue within a reasonable period. Facilities and services in common areas within the building (i.e. lift, door system) are the responsibility of the building managers and not us.

We reserve the right to add or remove any of its services without prior notice.

We endeavor to have each apartment cleaned and ready for new guests by the check in time, however on rare occasions and in the event of staff shortage there may be a delay in cleaning. In the event of this, guests will be given access to the apartment from the check in time and the apartment will be cleaned as soon as possible. No compensation will be given for this.

Broadband

Wireless broadband (Wi-Fi) is available in all apartment locations and is provided free of charge. We cannot guarantee connectivity at any given time; however, we endeavor to maintain the hardware and connection within all apartments. If there is a fault with the hardware provided (wireless router) we will give support and maintenance. If the fault is deemed to be with the guest's hardware/devices, support will not be available. If the Broadband box is removed, taken or lost upon checkout you will be charged £50 for a replacement.

Extra Beds

A travel cot can be provided and delivered to the apartments at an extra cost (£10 per day agreed at the time of booking). This must be booked at least 48 hours prior to arrival. We cannot guarantee availability at short notice and cots can only be delivered within office hours (9am-5pm Monday-Friday). Cot beds are only provided for infants aged 24 months and under and you must supply your own bedding, pillow and duvet for the cot.

Extra Linen

Extra bed linen can be provided at a cost of £25.00 per set. Extra towels can be provided at a cost of £15.00 per set. Extra linen must be ordered within office hours (9am-5pm Monday-Friday) and can only be delivered within these hours.

Maid Service

A weekly maid service is provided for stays of 2 weeks or more. This service includes cleaning the apartment and refreshing the bed linen and towels.

Emergency Call Outs

The emergency number is provided to give guests a direct line to a maintenance manager out of office hours. This number is only to be used for emergencies (Flood, Fire, Power Cut, and Lost Keys). If the number is used for any non-emergency reason, we reserve the right to charge the guest a call out fee of £150.00.

Luggage & Mail Storage

We do not provide any storage facilities for luggage or personal belongings, including post or packages. We cannot under any circumstances accept any of these items. We do not provide keys to the apartment post boxes, the post boxes are checked regularly and if requested, post will be delivered to the apartment, otherwise it is returned. There is no mail forwarding service if the guest has checked out already.

2. BOOKING AND PAYMENT

2.1 At the outset you must provide us with sufficient information to conclude a Booking. We reserve the right to reject any Booking.

2.2 Any special requests relating to the hire of the Apartment should be notified prior to Booking. We will use reasonable endeavors to accommodate any special requests and special requests may incur Additional Charges.

2.3 The following terms apply to payment:

2.3.1 To secure your booking payment in full must be received by us in cleared funds at least 14 days before your arrival date.

Payment of the Agreed Price is due within 24 hours of Booking, unless otherwise agreed. Where you default on payment, we may terminate this Agreement immediately upon notice to you.

We draw your attention to clause 3.2 below concerning pre-authorisations which apply as from your booking.

2.3.2 Where you pay via credit or debit card, a surcharge will be added to the Agreed Price which you will be responsible for paying. The amount of the surcharge will be specified in the Booking. We may also accept payments via bank transfer.

2.3.3 All payments due are exclusive of VAT, which will be charged to you at the prevailing rate where applicable.

2.3.4 Unless otherwise agreed in writing, for every full or part day the Apartment has not been returned beyond the agreed date of return we may charge a full day's hire at current hire rates for each part or full day the Apartment is not returned to us. Payment of any such further charges shall be made upon demand and you authorize us to take such further charges from any credit or debit card used to make the Booking.

2.3.5 You shall not have any right of set-off against, deduction, counterclaim or withholding of any amount payable by you under this Agreement.

2.3.6 You shall pay on demand default interest charges (both before and after any judgment) on any sum payable by you to us under this Agreement and not received by the due date at the annual rate of 5 per cent above the Bank of England base rate in force at the time calculated on a daily basis and compounded on a monthly basis from the due date for payment until payment is received by us in cleared funds.

2.3.7 Payment for Extensions are due before the cancellation notice period.

2.3.8 We expect the apartment to be left in a reasonable state on departure, including rubbish being placed in rubbish bins, and soiled dishes being placed in the dishwasher or the sink. If, at our

discretion, additional cleaning is required on departure, the cost of this cleaning will be charged as an Additional Charge. Deep cleaning charge of £50.

2.3.9 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.

2.3.10 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 for an Additional Charge. We do not permit towels or linens to be taken from the property.

2.3.11 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. CANCELLATIONS

3.1 Any Booking cancellations must be notified to us in writing or via email.

3.2 Where you give notice of cancellation at least 14 days' prior to the commencement of the Hire Period, no cancellation charge shall apply.

3.3 Where you give less than 14 days' notice of cancellation, we may charge a cancellation fee equivalent to the Agreed Price.

3.3.1 For 50% refund of the night rate, cancellation must be made 7 full days prior to listing's local check in time (or 3:00 PM if not specified) on the day of check in, otherwise no refund.

3.3.2 If the guest cancels less than 7 days in advance or decides to leave early after check-in, the nights not spent are not refunded.

3.3.3 No refunds will be made for non-arrivals. Where you fail to arrive and check-in to the Apartment as agreed, the total price of the reservation will be charged.

3.4 The Apartment's weekly rental shall be determined by reference to the Agreed Price and the Booking.

3.5 Where we act as agent for a preferred supplier their terms and conditions may differ from our own. The specific cancellation policy should be requested at the time of booking and will be stated on the confirmation.

3.6 Credit card surcharges are non refundable.

4. ARRIVAL AND DEPARTURE

4.1 You may check-in to the Apartment from 3:00 pm till 21:00 pm on the first day of the Hire Period, unless agreed otherwise with us.

4.2 You must check-out of the Apartment by 11:00 am on the last day of the Hire Period. Failure to do so may result in further charges.

4.3 Earlier check-in or later check-out is subject to availability and may incur Additional Charges.

4.4 We will provide you with more specific instructions relating to check-in (including key collection) prior to the commencement of the Hire Period; and check-out instructions (including key return) upon your arrival at the Apartment.

5. YOUR OBLIGATIONS

5.1 You shall throughout the Hire Period:

5.1.1 use the Apartment as private residential accommodation only, not for any business use;

5.1.2 when guests with small children occupy the property, the guest undertakes to provide all suitable childproofing safety equipment;

5.1.3 guests will not do or permit any act reasonably likely to make any insurance policy on the property void or voidable or increase the premium;

5.1.4 guests will not 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 10:00 PM and before 7:00 AM can be reported to the local Council; FOR EXTRA SAFETY AND COMFORT OF OUR GUESTS AND NEIGHBOURS THE PROPERTY IS INSTALLED WITH NOISE MONITORING DEVICES. Tempering with these devices and/or excessive noise level will result in instant termination of booking and guests will be required to vacate property immediately;

5.1.5 at the end of this agreement the property is cleared of the guest's effects and left in good repair and clean condition. The client will pay (as an Additional Charge) for the repair or replacement of such items of the fixtures, furniture, furnishings and other effects as shall be broken, lost, damaged, or destroyed save for reasonable wear and tear;

5.1.6 guests will not make any alterations to the property, or attempt to make any repairs;

5.1.7 guests will allow us or our authorised representatives permission at all reasonable times to enter the Apartment to inspect its condition or carry out maintenance;

5.1.8 the client will not assign, underlet, sub-license, charge or part with possession of the whole or any part of the property, take in lodgers or share occupation of the property with any person in any way;

5.1.9 guests will 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;

5.1.10 guests will not hang on the outside of the property any flowerpot or similar object or any clothes or other articles;

5.1.11 guests will 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, and will immediately report any such blockage etc. to us (see 5.1.15)

5.1.12 guests will not leave the entrance door or windows to the property open but 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;

5.1.13 guests will 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;

5.1.14 guests will not change any lock to the property or have any duplicate keys made;

5.1.15 guests will notify us as soon as is practicably possible of (a) any plumbing, electrical or general problem or (b) any damage to the property or its contents and shall desist from attempting to remedy such problem on their own.

5.1.16 guests will notify us of any damage to the property or its contents as soon as is practicably possible.

5.1.17 guests will maintain properly insured, to their full replacement value, all of their personal property which is kept either at the property or on the guest's person.

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

5.1.19 not repair or attempt to repair or carry out work to the Apartment or allow any third party to do so unless instructed so to do by us in writing;

5.1.20 notify us immediately upon causing or becoming aware of any damage to the Apartment or its contents;

5.1.21 not allow any pets or animals to enter the Apartment, pets are permitted in rental units;

5.1.22 not smoke in the Apartment and common areas;

5.1.23 not cause (or invite anyone into the Apartment who causes) a nuisance or disruption to occupiers of nearby premises;

5.1.24 not behave in an abusive or threatening manner toward our staff;

5.1.25 not remove any Furniture and Appliances or other items from the Apartment without our prior consent; not move any furniture within in the Apartment;

5.1.26 return the Apartment to us at the end of the Hire Period or upon the earlier termination of this Agreement in accordance with the terms of this Agreement and in good repair, condition and in a clean and tidy state;

5.1.27 indemnify us and keep us indemnified on demand for all claims, liabilities, losses, costs and expenses (including legal fees) incurred or suffered by us (except any incurred as a result

of our default) in connection with this Agreement or in connection with any use or misuse of the Apartment, except for personal injury or death caused by our negligence.

5.1.28 Guests will use any cleaning products, liquids, tablets etc. strictly in accordance with their usage instructions and ensure that such products are kept out of reach of children. We accept no liability for misuse of products supplied

6. SECURITY DEPOSIT

6.1 Please ensure that you inspect the Apartment immediately upon check-in and arrival. Unless we receive notification otherwise within 12 hours of check-in and arrival, we will be entitled to assume that you have fully accepted that the condition of the Apartment is as per the Inventory and Condition Report (or, if there is no Inventory and Condition Report, is in good repair, condition and in a clean and tidy state) and you will waive any right to claim otherwise.

6.2 Risk of damage to the Apartment and Furniture and Appliances will pass to you on check-in and arrival and shall remain with you until the Hire Period has expired or the Apartment is returned to us in accordance with the terms of this Agreement. You shall make good to us all loss or damage whatsoever of or to the Apartment occurring during or arising from the Hire Period and all reasonable loss of rental resulting from such loss or damage. However, you shall not be liable for loss or damage caused by fair wear and tear only.

6.3 A security deposit to cover your obligations under this clause 6 may be taken at or prior to arrival and check-in to the Apartment. This may be in the form of a payment or an authorization to deduct payment from your debit or credit card used to make the Booking. Any security deposit paid will be returned to you in full (or any payment authorization cancelled) upon the Apartment being returned to us in accordance with the terms of this Agreement. Where you are liable for loss or damage under clause 6.2 above, we may withhold some or all of your deposit to cover our loss and damage and our administration fees associated with repairing the Apartment (refer to Additional Charges for details of such administration fees).

7. ADDITIONAL CHARGES

7.1 Additional Charges which may be payable include those items specified in the Booking or detailed in this clause.

7.2 In the case of Additional Charges (including charges for damage) becoming payable, you hereby authorize us to take all additional payments from the credit or debit card used to make the Booking, up to the pre-authorized amount which is detailed on the Booking and can be up to £250. Our hold on your credit card will normally last for five days from the date of your departure. Where Additional Charges exceed the pre-authorized amount, you will be invoiced for the excess. If no credit or debit card was used in the Booking you must pay Additional Charges by another acceptable means. All Additional Charges are due on the check-out date, unless the context otherwise requires.

7.3 If you fail to pay any Additional Charge within 14 days of the date of our invoice requiring payment of the same, you will incur an administration fee of £50 to cover the costs of sending you our debt collection letter, which will follow.

7.4 The apartment should be left in a reasonable state on departure, if (at our absolute discretion) we consider additional specialist cleaning is required (for example carpet cleaning to remove a stain), we will charge an additional fee of £50.00. When the duration of the booking is in excess of 28 days, a discretionary final cleaning charge of up to £150 may be charged if an apartment is deemed unfit for occupation, you will be obliged to pay compensation to us for loss of revenues in addition to the costs of cleaning and repair.

7.5 Damages: Damages to the apartment or contents must be paid in full by you. In the event of any breakages or damage discovered whilst your stay or after you vacate, we will notify you by e-mail or telephone immediately or within 10 days of your Departure, providing a detailed breakdown of the damage and where is possible a cost of rectification. Where possible, photographic evidence will also be supplied. It is your responsibility to check all items and that there is no damage to these items. Condition reports can also be provided at the beginning and at the end of the accommodation period if requested.

7.6 Lost, damaged, or non returned parking permits will be charged at £50 each.

7.7 Lost, damaged or non returned keys will be charged at £50 per set.

7.8 Lost, damaged or non returned electronic parking fobs will be charged at £100 per fob.

7.9 Lost, damaged or non returned door sensor fobs will be charged at £100 per fob.

8. EXTENSIONS AND CHANGES

8.1 Should you wish to extend the Hire Period a request must be submitted to us and we may at our discretion and subject to availability, grant such request.

8.2 In the case of an extension under clause 8.1, you authorize us to take all additional payments from the credit or debit card used to make the Booking. If no credit or debit card was used in the Booking you must pay by another acceptable means.

8.3 Where the apartment specified in the Booking becomes unavailable prior to the commencement of the Hire Period, we may relocate you to an apartment of similar type and standard in a similar location. Where such alternative apartment is priced lower than the apartment specified in the Booking, the Agreed Price shall be reduced accordingly. Where such alternative apartment is priced higher, the Agreed Price shall remain the same.

9. INSURANCE AND LIABILITY

9.1 We shall have no liability whatsoever (whether for breach of contract, tort (including but not limited to negligence) or breach of statutory duty) for any loss of profit, loss of or damage to goodwill, increased costs, loss of anticipated savings, loss of business, loss of reputation, theft of, loss of or damage to your property and any special, indirect or consequential losses or damages, and in any event, our total aggregate liability for all losses or damages suffered or incurred by you (whether arising through breach of contract, tort (including but not limited to negligence) or any breach of statutory duty) shall not exceed the aggregate Agreed Price paid by you.

9.2 You shall be solely responsible for and hold us fully indemnified against all claims, demands, liabilities, losses, damages, proceedings, costs and expenses suffered or incurred by us as a result of any breach or default on the part of you, your employees or agents in the discharge of your obligations under this Agreement.

9.3 You have selected the Apartment as being fit and suitable for your needs. We make no warranty or representation as to the suitability or fitness for purpose of the Apartment and exclude all liability in this regard. You further acknowledge that, although content on the Website, including any photographs, drawings or plans of the Apartment, is published in good faith, we do not warrant that any of the content accurately or completely describes the Apartment. Actual Apartment size, design, fixtures, furnishings and facilities may vary.

9.4 We do not exclude liability for death or personal injury caused by our negligence or for fraudulent misrepresentation.

10. COMPLAINTS

We aim to provide a quality service. If, however, you wish to raise anything you are not satisfied with, please call 0191 392 0540 We will try to do our best to solve any problems that arise.

11. SMOKING

UK legislation provides that smoking is not permitted in serviced apartments. Smokers must vacate the building should they wish to smoke. Where there is evidence of guests smoking within the apartment, we reserve the right to charge £250 for specialist cleaning, as an Additional Charge

12. TERMINATION

12.1 We may terminate this Agreement immediately by giving written notice to you if:

12.1.1 you commit any material or persistent breach of this Agreement and, if the breach is capable of remedy, fail to remedy it within 24 hours after being notified of the breach provided that, if such breach is a repeated breach then no time to remedy need be given; or

12.1.2 you shall do or allow to be done any act or omission which in our opinion may jeopardize our rights in the Apartment or any part thereof, or if you abandon the Apartment; or

12.1.3 any sum payable by you under this Agreement is not received by us on the due date for such payment and such non-payment is not remedied within 2 working days of you being given written notice by us to that effect.

12.2 Upon expiry or termination of this Agreement for any reason whatsoever you shall:

12.2.1 pay to us any Agreed Price in arrears and all other moneys due under this Agreement;

12.2.2 return the Apartment to us in good repair, condition and in a clean and tidy state; and

12.2.3 indemnify us against all reasonable costs incurred by us as a result of any failure to comply with such return conditions.

12.3 Any of our rights arising prior to the termination of this Agreement (howsoever arising) shall remain in force notwithstanding such termination.

12.4 We reserve the right to recover the Apartment from you if you default in surrendering the Apartment back to us. You shall indemnify us and keep us indemnified against any and all costs, losses and expenses (including legal expenses) incurred in retaking possession of the Apartment.

12.5 This agreement may be ended by us with immediate effect 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.

13. HEALTH AND SAFETY

13.1 We want your stay to be as comfortable as possible. Failure to comply with this condition 13 may be considered as a breach of contract and the guest being asked to leave.

13.2 Guest should keep the apartment free of hazardous objects and substances at all times and not leave it in a condition that would make it unsafe for our housekeepers, staff, visitors or Guests themselves to use.

13.3 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.

13.4 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.

14. GENERAL

14.1 Force Majeure

No party will be liable to the other for any delay or non-performance of its obligations under this Agreement arising from any cause or causes beyond its reasonable control including, without limitation, any of the following: act of God, governmental act, war, fire, flood, explosion or civil commotion.

14.2 Waiver

An omission by a party to exercise, or a delay in exercising, any right or remedy under this Agreement shall not constitute a waiver of the right or remedy or a waiver of any other rights or remedies which that party may otherwise have and no single or partial exercise of any right or remedy under this Agreement shall prevent any further exercise of the right or remedy or the exercise of any other right or remedy.

Any waiver of a breach of any of the terms of this Agreement or of any default under this Agreement shall not be deemed a waiver of any subsequent breach or default and shall not affect the other terms of this Agreement.

14.3 Entire Agreement

Each party acknowledges that this Agreement constitutes the entire agreement and understanding between the parties with respect to the subject matter of this Agreement and supersedes all prior discussions, understandings and agreement between the parties and their agents except for such variations as shall be agreed in writing by us and you.

Each party also agrees that in entering into this Agreement, it is not relying on any statements, warranties or representations given or made (whether negligently or innocently and whether express or implied), or any acts or omissions by or on the part of any other party in relation to the subject matter of this Agreement (except those expressly set out in this Agreement) and it undertakes not to enforce or pursue any rights or remedies with respect to such subject matter otherwise than under this Agreement and hereby waives and releases the other party in respect thereof absolutely.

14.4 Assignability

This Agreement is personal to the parties.

We may assign our right title benefit and interest in and to this Agreement without your consent of you. You may not assign your right title benefit and interest in and to this Agreement.

14.5 Rights of Third Parties

A person who is not party to this Agreement (a “third party”) has no right under the Contracts (Rights of Third Parties) Act 1999 (“the Act”) to enforce any term of this Agreement, but this does not affect any right or remedy of a third party which exists or is available apart from the Act.

14.6 Notices

Any notice or demand to be given under this Agreement by either party to the other shall be in writing and shall be deemed to have been properly served if left at or sent by first class pre-paid post to or facsimile to the current number for that party's address as mentioned in this Agreement or last known to the party sending the notice or demand and if so posted shall be deemed to have been received on the day following the date of posting and if sent by facsimile shall be deemed to have been received one hour after the time of transmission or, if transmitted out of normal business hours, one hour after the subsequent opening of business.

14.7

The parties agree that any disputes arising under or in any way connected with the subject matter of this Agreement (whether of a contractual or tortious nature or otherwise) shall be subject to English law and to the exclusive jurisdiction of the English courts.

14.8 Interpretation

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

“**Agreement**” means this agreement;

“**Additional Charges**” include, but are not restricted to, the additional charges in clause 7 which you are liable to pay for facilities and additional items;

“Agreed Price” means the price at which you agree to hire the Apartment, as identified in the Booking or in any subsequent agreement;

“Apartment” means the apartment identified in the Booking or an apartment of similar type and standard in a similar location;

“Arrival Date” means the first day of the Hire Period, as identified in the Booking or in any subsequent agreement;

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

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

“Hire Period” means the period commencing on the Arrival Date and expiring on delivery of the Apartment back to us;

“Inventory and Condition Report” means our report on the condition of the Apartment and its contents;

“VAT” means Value Added Tax at the rate in force for the time being;

“Website” means www.aviorapartments.co.uk

15. Data Protection & GDPR Policy

The privacy of your personal data is important to us. We value the trust you placed in us by using prideapartments.co.uk services. We are dedicated to protecting your Personal data provided to us.

Introduction

AVIOR Apartments Ltd we are a serviced accommodation provider. We are committed to protecting and respecting your privacy. We have put in place policies and procedures to protect any personal information provided by you to comply with the General Data Protection Regulation (GDPR) (Regulation (EU) 2016/679; and any subsequent amendments. Details of how we collect, use and disseminate your personal data are described here to demonstrate our commitment to protecting your privacy. This policy sets out the basis on which any personal data we collect from you, or that you provide to us, will be processed by us.

What is the GDPR?

The General Data Protection Regulation (GDPR) (Regulation (EU) 2016/679); is a new EU Regulation which replaces the current Data Protection Directive of 1995 (Directive 95/46/EC). GDPR aims to harmonize data protection and data privacy laws across EU member states, giving back control to citizens over their personal data; and to simplify the regulatory environment for businesses by unifying regulations within the EU and by providing a clear legal framework for commercial organisations to operate within. Although the UK has expressed its intention to leave the EU on March 2019, the GDPR will nevertheless come into force in the UK from 25th May 2018. The Government intends for the GDPR to continue in UK law post-Brexit and has introduced a Data Protection Bill to replace the existing Data Protection Act (DPA) in due course.

Your Rights Under GDPR

Your new rights under the GDPR are set out in this policy notice. These rights will apply once the GDPR becomes law on 25th May 2018. Please read the following carefully so that you understand our practices regarding your personal data and how we will manage it.

For data protection legislation in force from time to time the Data Controller is:
AviorApartments.co.uk

15.1. Information We Collect About You

We collect some basic information you provide us like- your name, contact details, name and details of your fellow traveller, your payment information, when you contact us, visit our websites, use our mobile applications, e-mail or other communication channels and services. It includes information you provide when you register to use our site, to enter our database, subscribe to our services, attend our events, participate in discussion boards or other social media functions on our site, enter a competition, promotion or survey, and when you report a problem with our site. You can also decide to provide us with certain preferences for your upcoming stay with us. We do not collect any sensitive data from you if we do we will highlight it separately.

15.2. Other Information We Collect

When You Visit Our Website With respect to each of your visits to our site, we will automatically collect the following information:

- a) Technical information, including the Internet protocol (IP) address used to connect your computer to the Internet.
- b) Your login information (if applicable), browser plug-in type and version.
- c) Your operating system and platform, information about your visit, including the full Uniform Resource Locators (URL).
- d) Clickstream to, through and from our site (including date and time).
- e) Services you viewed or searched for, page response times and download errors.
- f) Length of visits to certain pages, page interaction information (such as scrolling, clicks, and mouse-overs); and methods used to browse away from the page.
- g) Any phone number used to call our customer service number.

If you failed to give us required the personal information

If you fail to provide us with the data we required from you under the term of our contract or we need it by law, we may not be able to perform the existing or new contract trying to enter like providing you with the products and services. If you fail to do so we may have to cancel the product and services with you.

15.3. Why Does Aviorapartments.co.uk collect and use your information?

a) The main reason we ask for personal information is to help administer your bookings with us and provide you with the best service possible. We also use the information provided by you to inform you about our latest offers and deals that we think would interest you.

b) To provide you with information about other goods and services we offer that are like those that you have already purchased, been provided with or enquired

15.4. Does aviorapartments.co.uk share your data with third parties?

Aviorapartments.co.uk does not share your personal information with third parties other than to following third parties.

Aviorapartments.co.uk uses third-party service providers to provide support to the services provided by us and to give a secure and safe platform for our customers. The support services provided by these service providers are:

1. Market research
2. Fraud detection, prevention and screening the anti-fraud. In case of strictly necessary for fraud detection and prevention, we might share your information with relevant financial institutions.
3. Law enforcement agencies.
4. Payment services: we use third party payment process services to process the payments and payment-related services including handling chargebacks.

15.5. Consent

Should we want or need to rely on consent to lawfully process your data, we will request your consent orally, by email or by an online process for the specific activity we require consent for and record. Where consent is the lawful basis for our processing, you have the right to withdraw your consent to this particular processing at any time.

15.6. Other Uses We Will Make of Your Data

- a) Use of our website (“our site”).
- b) To notify you about changes to our service.
- c) To ensure that content from our site is presented in the most effective manner for you and your computer.

We will use this information to:

- a) Administer our site and for internal operations, including troubleshooting, data analysis, testing, research, statistical and survey purposes.
- b) Improve our site to ensure that content is presented most effectively for you and your computer.
- c) Allow you to participate in interactive features of our service when you choose to do so.

- d) As part of our efforts to keep our site safe and secure.
- e) Measure or understand the effectiveness of advertising we serve to you and others, and to deliver relevant advertising to you.
- f) Make suggestions and recommendations to you and other users of our site about goods or services that may interest you or them.
- g) We do not undertake automated decision making or profiling. We do use our computer systems to search and identify personal data in accordance with parameters set by a person. A person will always be involved in the decision-making process.

How does Aviorapartments.co.uk use social media?

Aviorapartments.co.uk use social media in different ways. When you go to our website to social media or come from social media to Aviorapartments.co.uk, Social media may take some of your personal data. You may sign in to Aviorapartments.co.uk user account via your social media account in that process Aviorapartments.co.uk will access your personal information provided by you in social media profile.

15.7. Cookie Policy

Our website uses cookies to distinguish you from other users of our website. This helps us to provide you with a good experience when you browse our website and also allows us to improve our site. For detailed information on the cookies we use and the purposes for which we use them see our Cookie notice:

a) What are Cookies?

A "cookie" is a small amount of data that is sent to your browser from a web server and stored on your computer's hard drive. It can only be read by the webserver that sent the cookie. For users who log in to the online system, we set a session cookie. The purpose of this cookie is to retain your identity for the duration of that session only. Aviorapartments.co.uk provides the option to store a permanent cookie thus enabling automated login to the site.

b) Why Do We Use Cookies?

Cookies help us provide you with a better website, by enabling us to monitor which pages you find useful and which you do not. A cookie in no way gives us access to your computer or any information about you, other than the data you choose to share with us.

c) How We Use Cookies

We only use traffic log cookies to identify which pages are being used. This helps us analyse data about web page traffic and improve our website to tailor it to customer needs. We only use this information for statistical analysis purposes and then the data is removed from our system.

d) Accepting & Declining Cookies

You can choose to accept or decline cookies. Most web browsers automatically accept cookies, but you can usually modify your browser setting to decline cookies if you

prefer. This may prevent you from taking full advantage of the website. Provision has been made for users of our site who prefer not to have a cookie set. This enables you to apply to jobs without logging in.

e) Third-Party Cookies

When you visit certain pages of our site, you may notice some cookies that are not related to Aviorapartments.co.uk. When you visit a web page that contains embedded content (for example, from YouTube), you may be sent cookies from these websites. Aviorapartments.co.uk is unable to control the setting of these cookies, therefore we suggest you check these third-party websites directly for more information about their cookies and how to manage them.

f) Sharing Tools

If you decide to share our website content with friends and co-workers through social networks (Instagram, Facebook, LinkedIn Twitter etc), you may be sent cookies from these websites. Aviorapartments.co.uk is unable to control the setting of these cookies, therefore we suggest you check the third-party websites directly for more information about their cookies and how to manage them.

g) Managing Cookies

If cookies aren't enabled on your computer, it will mean that your online experience on our website will be limited to browsing and researching. If you're not sure of the type and version of web browser you use to access the Internet, click the 'help' option at the top of your browser window and select the 'About' option.

15.8. Where We Store & Process Your Personal Data?

- a) By submitting your personal data, you agree to this transfer, storing or processing Aviorapartments.co.uk will take all steps reasonably necessary to ensure that your data is treated securely and in accordance with this policy.
- b) All information you provide to us is stored on our secure servers.
- d) Our site has security measures in place to protect the loss, misuse and alteration of the information under our control. All personal data are stored on a secure database; a firewall is in operation to prevent hacking. The only current authorised Aviorapartments.co.uk employee to have access to the database, and a unique ID and Password controls the access rights of these employees.
- e) Unfortunately, the transmission of information via the internet is not completely secure. We will do our best to protect your personal data, but we cannot guarantee the security of your data transmitted to our site. Any transmission is at your own risk. Once we have received your data, we will use strict procedures and security features to try to prevent unauthorised access.

15.9. Retention of Your Data

We understand our legal duty to retain accurate data and only retain personal data for as long as we need it for our legitimate business interests and that you are happy for us to do so. Accordingly, we have a data retention notice and run data routines to

remove data that we no longer have a legitimate business interest in maintaining. We take the following action to try to ensure our data is accurate:

- a) Prior to making an introduction, we check that we have accurate information about you.
- b) We keep in contact with you so that you can inform us of changes to your personal data.

We segregate our data so that we keep different types of data for different time periods. The criteria we use to determine whether we should retain your personal data include:

- a) The nature of the personal data
- b) Its perceived accuracy
- c) Our legal obligations

15.10. Your Rights

You have the right to ask us not to process your personal data for marketing purposes. We will usually inform you (before collecting your data) if we intend to use your data for such purposes or if we intend to disclose your information to any third party for such purposes. We will collect express consent from you if legally required prior to using your personal data for marketing purposes. You can exercise your right to accept or prevent such processing by checking certain boxes on the forms we use to collect your data.

You can also exercise this right at any time by contacting us at

info@aviorapartments.co.uk Our site may contain links to/from the websites of our advertisers and affiliate. If you follow a link of these websites, please be aware that these websites have their privacy policies and that we do not accept any responsibility or liability for these policies. Please check these policies directly before you submit any personal data to these websites.

15.11. The GDPR Provides You with the Following Rights The right to:

- a) Accuracy – request correction of the personal information that we hold about you. This enables you to have any incomplete or inaccurate information we hold about you corrected.
- b) Deletion – request erasure of your personal information. This enables you to ask us to delete or remove personal information where there is no good reason for us continuing to process it. You also have the right to ask us to delete or remove your personal information where you have exercised your right to object to processing (see below).
- c) Objection – object to the processing of your personal information where we are relying on a legitimate interest and there is something about your situation which makes you want to object to processing on these grounds. You also have the right to object where we are processing your personal information for direct marketing purposes.
- d) Restriction – request the restriction of processing of your personal information. This enables you to ask us to suspend the processing of personal information about you. For example, if you want us to establish its accuracy or the reason for processing it.
- e) Transfer – request the transfer of your personal information to another party in certain formats, if practicable.

f) Complain – If you wish to complain about this privacy notice or any of the procedures set out in it, please contact: via Email: info@aviorapartments.co.uk -make a complaint to a supervisory body. In the UK, this is the Information Commissioner's Office (ICO). The ICO can be contacted at <https://ico.org.uk/concerns>.

15.12. Access to Information

The GDPR and Data Protection Act 1998 (DPA), give you the right to access information held about you. You are also welcoming to contact us to ensure your data is accurate and complete. Your right of access can be exercised in accordance with the DPA and the GDPR once it is in force.

A subject access request can be submitted to info@aviorapartments.co.uk

15.13 Changes to Our Privacy Notice

Any changes we make to our privacy policy in the future will be posted on this page and, where appropriate, notified to you by e-mail. Please check our site regularly for any changes or updates to our data protection and privacy policy.

15.14. Contacting Us

Any questions, comments or concerns regarding this policy (and our data protection processes in general), can be addressed for the attention of the Data Controller at info@aviorapartments.co.uk

16. Acceptance of Terms and Conditions / Contract of Hire

All bookings are subject to these terms and conditions that are deemed to have been accepted in full by the hirer and all persons in the party. Payment of deposit and/or Booking fee also indicates acceptance of these Terms and Conditions.