

EDYN BOOKING TERMS AND CONDITIONS

PLEASE READ THESE BOOKING TERMS AND CONDITIONS CAREFULLY BEFORE USING THIS SITE AND/OR PROCEEDING WITH ANY BOOKING. THIS IS A BINDING LEGAL AGREEMENT. BY ACCESSING AND CONTINUING TO USE THE SITE OR PLACING A BOOKING, YOU AGREE TO EACH AND EVERY ONE OF THESE TERMS AND CONDITIONS. PLEASE DO NOT USE THE SITE OR PROCEED WITH A BOOKING IF YOU DO NOT AGREE TO EACH AND EVERY ONE OF THESE TERMS AND CONDITIONS.

GENERAL TERMS AND CONDITIONS

In addition to these general terms and conditions ("Terms"), the special terms and conditions below ("Special Conditions") apply to bookings of Properties in specific countries. References to these Terms means these Terms as modified or supplemented by the relevant Special Conditions.

[Special Conditions for bookings in the United Kingdom and Jersey](#)

[Special Conditions for Properties in Denmark](#)

[Special Conditions for bookings in France](#)

[Special Conditions for bookings in Germany](#)

[Special Conditions for bookings in Ireland](#)

[Special Conditions for bookings in the Netherlands](#)

[Special Conditions for bookings in Portugal](#)

[Special Conditions for bookings in Switzerland](#)

1. Definitions and interpretation

In these Booking Terms and Conditions, the following words shall have the following meaning:

"Additional Charges" has the meaning given in paragraph 7;

"Booker", "you", "your" or "Guest" means the person making the Booking and/or staying at the Property;

"Control" means the ability to direct the affairs of another whether by virtue or contract, ownership or shares or otherwise and "controlling" or "controlled" will be constructed accordingly;

"edyn", "us" or "we" means Edyn Limited (07638220), whose registered office is at Ground Floor, Axe and Bottle Court, 70 Newcomen Street. London SE1 1YT, United Kingdom and/or the relevant edyn Group company which operates the Property as listed on our Company details webpage: <https://www.lockeliving.com/en/company> and as further explained under clause 3.6 below.;

"edyn group" means Edyn Limited or any person which directly or indirectly through one or more intermediaries, Controls, is Controlled by, or is under common Control with such person;

"Force Majeure Event" means an event outside edyn's control, which shall include (but is not

limited to) the following: an natural disaster, outbreak of hostilities, riot, civil disturbance, acts of terrorism, revolution, the act of any government or authority (including but not limited to refusal or revocation of any licence or consent), fire, flood, lightning, explosion, fog or bad weather, disaster, epidemic or pandemic, interruption or failure of a utility service (including but not limited to electricity, gas, water or telecommunications), unplanned renovations and building work undertaken at the property or in the local area, strikes, lockouts, boycotts or other industrial disputes, embargo or blockade.”

“Group” or “Group Booking” means (i) a booking of 10 or more rooms or apartments at the same Property or (ii) several bookings for the same check-in date by the same Booker at the same Property which, taken together, total 10 or more rooms or apartments;

“Group Bookings Terms and Conditions” means the separate terms and conditions applying to Groups or Group Bookings, set out at paragraph 20 below;

“Local Property Charges” means any city tax, city visitor charge, tourist tax or similar levy applied to a particular Property (but for the avoidance of doubt, excluding VAT).

“Offline” means a booking/enquiry made with edyn, via telephone, live chat, via email or Walk-Ins;

“Online” means a booking/enquiry made with edyn via the website;

“Property” means the apartment building which the Booker selects for accommodation;

“Terms” means these Booking Terms and Conditions, as may be updated or replaced from time to time;

“Third Party Properties” means Properties not operated by us;

“VAT” means value-added-tax or similar consumption tax levied on goods and services in the relevant country.

“Visitors” means any person who visits a Guest at the Property.

“Walk-ins” means Guests who purchase a room without having done an advance booking.

2. Website Terms & Disclaimer

- 2.1 By visiting or using our website you agree to comply with our Website Terms and Conditions displayed on the website. In the event of any inconsistency between these Booking Terms and the Website Terms and Condition, these Booking Terms prevail.
- 2.2 Information on this site is posted in good faith and updated regularly, but edyn cannot guarantee that such information is complete, accurate, reliable, current, or error-free and such information is provided on an ‘as is’ basis. edyn may change, update or delete the terms and conditions or any information on this site without prior notice and it is your responsibility each time you place a booking to check the Terms. We will provide you with the currently applicable terms before you make a booking.
- 2.3 All products and services shown on our websites are subject to availability. Our websites contain information on edyn products and services, not all of which are available in every location. A reference to an edyn product or service on one of our websites does not imply that such product or service is or will be available in your chosen Property.
- 2.4 We have made every effort to describe and illustrate the products and services as accurately

as possible on the websites. Photographs displayed on the websites are for illustrative purposes, but details may vary depending on the actual type or category of product or service chosen and the Property. In the event of a discrepancy between the description of the product or service on the website and the photographs used to illustrate the product or service, the description will prevail. Any specific requirements that are not listed or mentioned on the website should be verified with each individual Property.

3. Your Booking

- 3.1 You can place a booking Online or Offline. You will be required to provide the name, email and telephone number of the Booker and/or at least one lead Guest. You will have the opportunity to verify and correct any information relating to your booking at each stage, before confirming the booking. To complete your booking, you will be required to accept these Terms by confirming your booking including a hyperlink to where these Terms can be viewed, by clicking the "I agree" or the "confirm" button, for Online bookings, or by providing verbal or written confirmation of acceptance of these Terms for Offline bookings. If you do not accept these Terms, you must not place your booking. All bookings are strictly subject to acceptance of these Terms.
- 3.2 Any booking made will only come into existence when payment has been made in full (or, in the event of fully flexible or semi-flexible bookings, once the payment card has been validated and your booking confirmation has been dispatched by us). We may from time to time agree that you do not need to make payment in full upfront, in which case the booking will come into existence upon despatch of the booking confirmation by us. If you do not need to pay in full at the time of making the booking, this will be confirmed at the time of booking and the times for payment will be outlined. Upon completing your booking and receiving your confirmation you enter into a binding contract with edyn on these Terms for your stay.
- 3.3 Restrictions may apply in certain locations including, but not limited to, minimum night stay and age restrictions. You will be advised of these at the time of booking where applicable. We reserve the right to refuse any booking at any time prior to confirmation.
- 3.4 As soon as your confirmation and/or invoice are received, please check the details carefully. If anything is not correct let us know immediately. We regret we cannot accept any liability if we are not notified of any inaccuracy in the documentation within a reasonable period of time. If there is an error in the confirmation or invoice, we reserve the right to correct it as soon as we become aware of it.
- 3.5 Upon check-in, guests may be required to show the credit/debit card used to pay for the booking and a valid photo ID, such as a passport or driving licence, in order to verify your booking. If payment has not previously been taken, full payment for the entire duration of the booking must be made on check-in.
- 3.6 A table of the Properties and the corresponding edyn Group entities which operate/manage those Properties can be found on our Company details webpage: <https://www.lockeliving.com/en/company>. Your booking will be made with the edyn Group entity (or entities) listed in that table alongside the corresponding Property or Properties which is/are included in your booking. When a payment is taken in respect of your booking and is paid for in the local currency, the edyn Group entity taking that payment (via third party payment processors) will be the relevant edyn entity set out in that table alongside the Property or Properties to which that payment relates.

4. Group Bookings

Any Group Bookings will be subject to the Group Booking Terms and Conditions. In particular, the cancellation terms and payment terms differ for Group Bookings. All Group Bookings should

be made Offline and we will only honour Online bookings for bookings of up to 9 apartments.

5. Special Requests

We provide wheelchair accessible and limited mobility rooms subject to availability. Please specify this requirement at the time of booking.

We will endeavour to help guests with special requirements. Please ensure we are made aware in writing, of any special requirements at time of booking so we can help you select the most suitable apartment for your needs. Although we will endeavour to meet any reasonable requests, no guarantees can be given that any request will be met. Conditional bookings (i.e. any booking which is specified to be conditional on the fulfilment of a particular request) cannot be accepted.

6. Charges and Payment

- 6.1 The prices for a booking will be provided on our website for Online bookings and shall be provided to you by a reservations team member for Offline bookings either verbally or in writing. All prices quoted are subject to change and the final price for your booking will be the price provided at the time your booking is confirmed. Once a booking has been confirmed, the rate which has been quoted will not be changed unless you amend or modify the booking or our cost of supplying the accommodation changes as a result of any tax changes beyond our control. VAT and any other applicable taxes are charged at the rate in force on the earliest of the date of payment, the date of arrival or the date of invoice, unless the VAT rate changes during your stay. If the VAT rate changes during the dates of your stay, VAT is charged at the VAT rate in force on each day of your stay, but will exclude any Local Property Charges. If Local Property Charges apply, these will be identified at the time of booking and will (depending on the applicable Local Property Charge and the booking) either be charged at the time of making the booking or will be payable upon check-in at the Property.
- 6.2 If we do not receive payment in full at the required time, we reserve the right to suspend or cancel any booking made. Any late payments may result in interest being charged at the legal interest rate for late payments.
- 6.3 Where bookings do not require upfront payment, a pre-authorisation of up to 1% will be charged to the payment card used at the time of booking. This is a temporary charge and no funds will be debited from your account. Payment should be made in the currency identified (usually Pounds Sterling or Euro) by Credit or Debit card. We may pass your debit/credit card details to a third party to process any payments on our behalf. Where bookings are not paid in advance, we may require you to pay a deposit. The amount of the deposit will be notified to you at the time of booking.
- 6.4 Any credits on your account must be used within one year of issuance. Credits cannot be exchanged for cash. If any credit is not used within one year, it will expire and you will no longer have the benefit of the credit.
- 6.5 Please note that:
- 6.5.1 We do not accept cash payment for bookings, unless required by local law. Please check directly with the Property in advance of check-in.
 - 6.5.2 If your booking is to be paid for at the Property, we will still require details of a payment card (debit or credit) to be provided at the time of booking. On arrival, you will be required to pay in full for the booking before you can check in. We will charge this payment card in the event of a no show or a late cancellation or amendment (see Paragraph 8 - Changes, Extensions and Cancellations.).

- 6.5.3 In respect of card refunds, if your credit/debit card is not in local currency of the property, your card issuer (e.g., your bank) may charge additional fees which would vary and can include: (i) foreign currency fees and/or (ii) transaction fees and/or (iii) dynamic currency conversion.
- 6.5.4 When making a payment using a payment card in another currency or a bank transfer from a bank account in another country or currency, your card provider or bank may apply additional fees which may include: (i) receiving fees, (ii) transaction processing fees and (iii) currency conversion fee.
- 6.5.5 As part of the Booking process, you may be given the option to choose to pay in an alternative currency, using an exchange rate provided by our third party payment processor. Where you choose to pay using an alternative currency, please note that your card provider may charge you a foreign transaction fee. Eydyn may receive a commission on this payment from edyn's third party payment processor.

7. Additional Charges

- 7.1 You will be liable for any breakages, damage, extra cleaning charges, late checkout, any extras ordered during your stay and/or any additional charges incurred by us as a result of your stay ("**Additional Charges**"). On arrival at the Property, we may take a pre-authorisation from a debit/credit card in respect of such costs. If the pre-authorised amount is not sufficient to cover the cost, then you authorise us to take payment for such charges from debit/credit card supplied for the pre-authorisation. In the event that payment under a debit/credit card is declined, or no card details are provided, we reserve the right to invoice the Booker or Guest directly for these charges.
- 7.2 As a guide, Additional Charges include, but are not limited to, the following:
 - 7.2.1 Breakages, loss or damage to the apartment or any of its contents;
 - 7.2.2 Cleaning, specialist treatment charges where more than routine cleaning;
 - 7.2.3 Smoking charge in accordance with paragraph 13.2;
 - 7.2.4 Inventory and condition reports: £50 (Europe: €50; Switzerland: CHF50);
 - 7.2.5 Hard key replacement: £50 (Europe: €50; Switzerland: CHF50);
 - 7.2.6 Fob replacement: £25 (Europe: €25; Switzerland: CHF25);
 - 7.2.7 Storage of luggage after 23:59 on the day of arrival and/or departure, subject to availability (storage is free until 23.59 pm on the day of arrival and/or departure, subject to availability);
 - 7.2.8 Dog stays (see paragraph 13.3);
 - 7.2.9 Other services such as car parking, dry cleaning, laundry, extra cleaning may be available on request. The charges you will have to pay will be communicated to you before you purchase the relevant service.
- 7.3 VAT and local taxes are payable on all Additional Charges. Where the Additional Charges are not specified in these conditions, we will charge you the actual cost together with any administration costs incurred.

- 7.4 Car parking is available at some Properties and must be booked in advance. Parking fees vary between Properties and (if available) are shown when You make a booking. Where on-site car parking is not available, we may suggest nearby car parking provided or managed by a third party provider however it is your choice whether you wish to purchase car parking from the third party provider. We will not be liable in any circumstances for any loss or damage to vehicles you bring to the hotel or any property left in them regardless of whether they are parked in a car park connected to the hotel or not.

8. Changes, Extensions and Cancellations

Your entitlement to cancel, extend or make other changes to your booking will depend on the reservation type that you selected, as set out below.

Non-refundable bookings

Non-refundable bookings are offered at a reduced rate, but this is on a 'no-cancellation' and 'no-amendment' basis. Accordingly, no extensions or amendments are permitted. No refund will be made in the event of cancellation of a non-refundable booking and you will be charged the full amount of the booking (including any extras purchased with your booking).

Fully flexible and semi-flexible bookings

If you wish to amend any detail of your confirmed booking we will endeavour to make the change, which may result in an increase in rate depending on the date and length of stay, however we cannot guarantee that we accommodate any changes requested. All changes of date, location and length of stay are subject to availability and rate change at the then applicable rates. Should any change be rejected, the original booking will be re-instated. Name changes or child age changes will not incur any charges or administration fee.

If you wish to extend a stay, please give us as much notice as possible in order to facilitate your request. All extensions are subject to availability and rate change at the then applicable rates. We will notify you as to whether we are able to fulfil your extension request and where notice to extend a stay has been given, we reserve the right to take all additional payments and charges from any credit/debit card used to make the original booking, or an invoice for the extended period will be sent to your billing address and payment must be received prior to the extension commencing.

Subject always to the above regarding amendments being subject to availability and rate change at the then applicable rates, fully flexible and semi-flexible bookings can be cancelled, or amended (including extended) subject to the following:

(i) Cancellations and Amendments Prior to Check-in

You will be informed if your booking is non-refundable or whether You are entitled to cancel or amend Your booking, and what restrictions or charges apply to cancellations or amendments, at the time of booking, and these will be confirmed in the booking confirmation. Your entitlement to cancel or amend your booking will depend on whether you have a fully flexible or semi-flexible rate, as set out below. However, from time to time, we may publish special rates or offers or impose specific cancellation or amendment rules and, if different to the below, the terms of the booking confirmation will apply.

Subject to any specific cancellation or amendment restrictions in your booking confirmation and the rules for Properties with length of stay restrictions (see (iii) below), the following general rules will apply:

Fully Flexible Bookings

<u>Length of stay</u>	<u>Notice Period (prior to arrival)</u>	<u>Cancellation/Amendment Charge</u>
1-6 nights	24 hours	No charge will apply if cancelled or amended by 16.00 on the day before the first day of the booking. In the event of an amendment, a no-show or a cancellation later than 16.00 on the day before the first day of the booking, you will be charged the price of the entire stay.
7+ nights	7 days	No charge will apply if cancelled or amended by 16.00 on the day that is seven days before the first day of the booking. In the event of an amendment, a no-show or a cancellation later than 16.00 on the day that is seven days before the first day of the booking, you will be charged the price of the first seven nights' stay (or in the event of an amendment, if longer, the price of the entire amended stay).

In the case of a no show, apartments will be held until 05.00 in the morning on the day after the scheduled check-in date, at which time your booking will be cancelled and the above cancellation charges will apply.

Semi-Flexible Bookings

<u>Length of stay</u>	<u>Notice Period (prior to arrival)</u>	<u>Cancellation/Amendment Charge</u>
1-6 nights	30 days	<p>If cancelled or amended by 16.00 on the day that is thirty days before the first day of the booking, any deposit taken at the time of making the booking will not be refunded, but there will be no further charges.</p> <p>In the event of an amendment, a no-show or a cancellation later than 16.00 on the day that is thirty days before the first day of the booking, you will be charged the price of the entire stay.</p>
7+ nights	30 days	<p>If cancelled or amended by 16.00 on the day that is thirty days before the first day of the booking, any deposit taken at the time of making the booking will not be refunded, but there will be no further charges.</p> <p>In the event of an amendment, a no-show or a cancellation later than 16.00 on the day that is thirty days before the first day of the booking, you will be charged the price of the first seven nights' stay (or</p>

		in the event of an amendment, if longer, the price of the entire amended stay).
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As with Fully Flexible bookings, in the case of a no show, apartments will be held until 05.00 in the morning on the day after the scheduled check-in date, at which time your booking will be cancelled and you will be charged the price of the entire stay.

(ii) Amendments After Check-in.

For both Fully Flexible and Semi-Flexible bookings only, once you have checked-in, amendments are not permitted other than to the check-out date. Subject always to the above regarding amendments which extend the check-out date being subject to availability and rate change at the then applicable rates, amendments to the check-out date are subject to the following:

<u>Length of stay</u>	<u>Notice Period</u>	<u>Amendment Charge</u>
1-6 nights	Changes must be notified 24 hours before check-in	In the event that the amendment is later than 1600 on the day before the check-in date, you will be charged the price of the entire stay up to the original check-out date.
7+ nights	7 days	No charge if amended by 16.00 on the day which is seven days before the revised check-out date. In the event that the amendment is later than 16.00 on the day which is seven days before the revised check-out date, you will be charged the lesser of (a) the price payable under the remainder of the original booking and (b) the price payable under the original booking for the seven nights immediately following the date of the amendment.

(iii) Cancellations and Amendments for Property Subject to Length of Stay Restrictions

Where a Property has a minimum/maximum length of stay requirement:

- **Non-Refundable Bookings**: no extensions or amendments are permitted. No refund will be made in the event of cancellation or amendment and you will be charged the full amount of the booking (including any extras purchased with your booking);
- **Fully Flexible and Semi-Flexible Bookings**: the cancellation/amendment rules in (i) and (ii) above apply PROVIDED THAT changes to the check-in and/or check-out dates of the booking (whether made prior to, at or after check-in) will not be permitted if the cancellation or amendment would result in the length of stay requirements being contravened.

Local Property Charges

Where bookings are cancelled and/or in the case of a no show, you will be entitled to a refund of any Local Property Charges which have already been paid for (or, as applicable, a partial refund where a booking is partially cancelled), if such Local Property Charges are refundable

under the applicable regulations. We reserve the right to charge a reasonable administration fee and other costs incurred in connection with such refund.

Refunds

Where a refund is payable to you in accordance with these Terms, we will only pay the refund to the payment card that you used to make the booking or original payment (unless otherwise required by local laws).

9. Changes by us

- 9.1 We do not expect to have to make any changes to your booking however occasionally bookings have to be changed or cancelled or errors in information or other details corrected and we reserve the right to do so. If this does happen, we will contact you by telephone or email where reasonably possible. If a change has to be made or your booking has to be cancelled, we will, if possible, offer you an alternative apartment within the edyn group of similar type and standard in a similar location for the same period. If the alternative apartment is advertised at a lower price, you will receive a refund of the price difference. However, if the alternative apartment is at a higher price the new price will be payable. If you do not wish to accept a change or any alternative apartment offered or we cannot offer you a suitable alternative apartment, you will be entitled to cancel your booking and receive a refund. You should tell us as soon as possible whether you wish to accept any change or alternative apartment offered or alternatively if you want a refund. We will have no liability for any costs, damages or losses that you incur as a result of any changes or cancellations to your booking and your sole remedy will be a refund of the charges paid to us.
- 9.2 From time to time, we may have to restrict the facilities available at the Property due to local regulations, maintenance or for reasons outside of our control. Whilst we endeavour to provide the services outlined on our website and in our brochures, we do not guarantee that all facilities and services will be available or unrestricted during your stay. Where we have to cancel your booking due to a Force Majeure Event, we will issue you with a full refund and your refund will be your sole remedy for the cancellation of your booking. We will have no liability for any costs, damages or losses that you incur as a result of any changes or cancellations to your booking and your sole remedy will be a refund of the charges paid to us.

10. Liability

- 10.1 We are not responsible for your personal belongings during your stay in any apartment, including the theft and/or damage of your personal belongings. Therefore, you are strongly advised to ensure you have appropriate insurance in place to cover any theft or damage during your stay at the Property.
- 10.2 All warranties, conditions and other terms implied by statute or common law or otherwise are, to the fullest extent permitted by law, excluded from any contract with us and these Terms shall apply in their place. However, nothing in these terms and conditions will affect your statutory rights if you are a consumer. Nothing in these Terms limits or excludes our liability for death or personal injury resulting from negligence, or for any damage or liability incurred by you as a result of fraud or fraudulent misrepresentation by us, or any liability that cannot by law be excluded.
- 10.3 To the extent permitted by law, neither we nor any of our officers, directors, employees, representatives or agents shall be liable to you or any Guest (whether in contract, tort or otherwise) for any punitive, special, indirect or consequential loss or damages, any loss of production, loss of profit, loss of revenue, loss of contract, loss of or damage to goodwill or reputation and our liability to you shall be limited to the total charges which have been paid by

you for the booking in relation to which the relevant liability arose. However, nothing in this clause shall affect your mandatory legal rights if you are a consumer.

- 10.4 To the extent permitted by law, we will have no liability to you in relation to any booking related to a Third Party Property. Your contract for such accommodation is directly with the Property owner and any claim should be directed to the Property owner.
- 10.5 We shall not be responsible for any cancellations, failure to perform or delay in performing any obligation, and we will have no liability for any costs, damages or losses that you incur as a result, to the extent that cancellations or failure to perform or delay in performing our obligations are a result of a Force Majeure Event. If a Force Majeure Event occurs which results in us cancelling some or all of the room nights, we will offer you the opportunity to rebook the accommodation (subject to availability and limited only to the number of room nights which were not fulfilled as a result of the Force Majeure Event) during the 6 months immediately after the end of the original booking period set out in this Agreement.

11. Accommodation Use

- 11.1 All rooms and apartments are only to be used as temporary or holiday accommodation. They are not for use as the principal, additional home, dwelling or main residence of Guests. Booking or staying in a Property does not create any form of a tenancy. No relationship of landlord and tenant is created and no statutory security of tenure exists now or when the period of occupation ends. If you or any member of your party fails to vacate the Property at the end of the booking period, you and/or your Guest will be charged the appropriate accommodation charges for the continued period of occupation. No persons other than the Booker or their Guests have the right to use the apartment.
- 11.2 The maximum Guests in an apartment is determined by the number of beds in the apartment. The maximum number will be provided to you prior to booking. If the maximum number is exceeded, then we may refuse access to the accommodation and/or reserve the right to charge for additional apartments.
- 11.3 A booking does not entitle you to stay in a specific room or apartment at the Property, and we reserve the right at any time to require you to move to an equivalent room or apartment. If you refuse to do so, we may terminate your booking immediately without refund.

12. Facilities & Services

- 12.1 Cleaning: We won't interfere with your space every day; as standard, we will give your apartment a full clean after 7 nights, and weekly for the duration of your stay. We provide all our guests with toiletries, welcome teas & coffees and milk in your apartment to get you started.
- 12.2 Maintenance: Routine maintenance is carried out regularly; however, occasionally we may need access to your apartment to check the state of the apartment, that any equipment is in working order, compliance with these Terms and to carry out essential maintenance.
- 12.3 Internet: Guests and their Visitors must not interfere, move or disconnect any equipment relating to the provision of internet access and must not use the connection for any illegal or immoral purpose (including but not limited to file sharing). edyn reserves the right to pass on any record to the authorities should edyn be made aware of any such use. edyn reserves the right to disconnect a Guest at any time without notice if, they are in negligent or intentional breach of any of these Terms.
- 12.4 Restaurants & bars: Where bar or restaurant facilities at a Property are operated by a third party, to the fullest extent permitted by law we exclude any liability for any loss, damage, illness, injury or other liability in connection with those third party bar or restaurant facilities.

13. Guest Responsibility

- 13.1 Compliance with regulations: Guests and Visitors are expected to comply with these Terms and any local regulations for use of the apartment. These are available on arrival and on our website. If any Guest or Visitor breaches any of these Terms or the regulations, we reserve the right to request that they vacate their apartment immediately without refund. The number of people in an apartment must not exceed the sleeping capacity of the apartment.
- 13.2 Smoking: Smoking is not permitted in any apartment or Property (including the use of electronic cigarettes) or interfere with our fire detection system or with any emergency equipment. You are responsible for ensuring that your Visitors do not smoke in the Property. If you are found to breach this paragraph 13.2, you will be liable to pay us a fee of £240 (Europe: €240, Switzerland: CHF240) as a liquidated damage to cover costs for specialist cleaning, repair or replacement of damage by you to our property, the cost of the room for any period it is unusable and our administration expenses. You will also be required to indemnify us in relation to any fines and/or other fees incurred by us, the edyn group or any property owner as a result of your smoking at the Property and we reserve the right to cancel your booking and require you to vacate the apartment immediately without refund.
- 13.3 Dogs: We have dog friendly properties where 1 dog of up to 30 kilos is welcome. Registered service animals will be permitted in all locations where notice has been given prior to arrival. Additional charges apply for dogs (excluding registered service dogs) and a completed pet waiver upon check-in is mandatory. It is your responsibility before arrival to check that dogs are permitted at the Property. You must not leave dogs unattended in any apartment or public areas at any time and dogs must be kept on leads in public areas at all times.
- If your dog demonstrates behaviours that our team believes pose a threat or are disruptive to our staff or other Guests, we reserve the right to request that your animal be muzzled or otherwise restrained appropriately. However, if the threat or disruption continues, we reserve the right to cancel your booking and require you to vacate the apartment immediately without refund.
- 13.4 Nuisance: Guests are required to behave in a responsible manner, respect the apartment and their fellow guests and keep noise to a minimum between the hours of 10pm and 7am. This includes causing any sort of nuisance or disruption to fellow guests or using threatening or abusive behaviour towards a member of staff or other Guests on the phone, in writing or in person. Guests are not permitted to use the apartment for any illegal or immoral purposes.
- 13.5 Age Restrictions: In order to ensure the safety of all our guests, bookings may not be accepted from any Guests under the age of 18 unless there has been prior agreement in writing directly with the property. We require that there is at least one person aged 18 or over travelling with any child and residing in the same apartment. Children under the age of 18 should not be left in the apartment alone. Proof of identification and date of birth may be requested on arrival and if not presented on request, we reserve the right to cancel the booking as of right.
- 13.6 Visitors: Guests are responsible for their visitors. Non-guests will not be allowed access to the apartments after 11pm and we operate a strict no party policy.
- 13.7 Damage: Guests are required to keep the Property, apartment, furniture, fittings and effects in the same condition as on arrival. Inventories and condition reports can be provided at the start and end of the stay, if required, at an additional cost. You are required to notify us of any damage, loss or broken items or matters requiring general maintenance. Any damage to the apartment will be charged in full on a full recovery basis. In the event that these are discovered after departure we will notify you or the Booker within 7 days of departure with full details and where possible photographic evidence. We reserve the right to charge the card payment details

provided and pre-authorised at the time of booking where you or your Visitor causes damage of any kind to the Property.

- 13.8 Cleanliness: We expect the apartments to be left in a reasonable state of cleanliness, repair and order on departure. An additional charge will be made for extra cleaning or specialist cleaning to return the apartment to a fit state for occupation (including extra or specialist cleaning due to your pet). Additional charges may include compensation for loss of revenue in addition to cleaning and repairs if the apartment is required to be placed out of service due to an apartment being left in a poor state of cleanliness and order due to your fault.
- 13.9 Lost Property: All your possessions should be removed from the apartment on the date of departure. If you believe you have left any item at a Property, you should contact the Property directly who will advise if they have found your lost property. Any property left by you at the Property shall be at your sole risk.
- 13.10 Gym: Where any Property is equipped with gym facilities (a "**Gym**"), the use of the Gym is subject to the following terms:
- a) We will provide the Gym space (where available), but Guests are fully responsible for their use of the Gym.
 - b) The Gym will operate without supervision. If you need any assistance, you must contact the reception team immediately.
 - c) No Guests under the age of 18 can use the Gym;
 - d) Guests must not use the Gym unless they:
 - i. are competent in using cardiovascular equipment;
 - ii. are competent in using fixed resistance equipment;
 - iii. are competent in using free weights;
 - iv. are unaware of any reason that would prevent them from taking part in physical exercise;
 - v. are a responsible adult over the age of 18 years;
 - vi. will use all Gym equipment provided in accordance with its original intention; and
 - vii. will make themselves familiar with the evacuation procedures and will note exit routes in the event of an emergency.
- In agreeing to use a Gym, a Guest declares that they are aware of, acknowledge and agree to the above terms at all times when using the Gym. If a Guest is unable to agree to / declare the above, they are not permitted to use the Gym. If a Guest is aware of any reason that would prevent them from taking part in physical exercise, they are not permitted to use the Gym.
- e) The lead Guest on the booking will be responsible for ensuring that all Guests staying at the Property are aware of the terms of the use of the Gym and comply with these.
- 13.11 Swimming Pool: Where any Property is equipped with swimming pool, the use of the swimming pool will be subject to local restrictions and terms of use which will be available at the applicable Property. The lead Guest on the booking will be responsible for ensuring that all Guests staying

at the Property make themselves aware of such terms on the use of the swimming pool and comply with them.

- 13.12 No commercial activity: You agree not to conduct a commercial business in the apartment without prior written consent. We may terminate your booking and retain any money paid to us for such booking if we believe that you are in breach of this provision.
- 13.13 No photography etc.: For the comfort, safety and privacy of our Guests and staff, Guests and their Visitors are not permitted to film, photograph or otherwise record in the public areas of the Property. Our Properties are private property and as such permission must be sought before Guests engage in such activity.
- 13.14 Hazardous materials: You must not bring any potentially hazardous or otherwise dangerous items or cooking equipment onto the Property.

14. Health and safety

We take the health and safety of all our Guests seriously. On arrival we strongly suggest you familiarise yourself with the layout of the apartment and Property and the health and safety procedures as detailed in your apartment.

15. Quality and feedback

We are committed to providing quality accommodation and conduct regular audits to ensure that high standards are maintained at the apartments. We also welcome feedback from our Guests and ask them to complete a guest satisfaction survey on departure. We value this feedback which provides us with useful information on how we can improve our services further.

16. Complaints or Enquiries

In the unlikely event that you are dissatisfied with any aspect of your accommodation please notify the general manager/duty manager as soon as possible in the first instance. If you are still dissatisfied with our service, please contact us by email to GuestServices@edyngroup.com.

17. Privacy

At various stages of your website and booking journey, we may collect personal data and contact details. All information collected or properly obtained will be processed in accordance with our Privacy Policy. Our Privacy Policy is available on our booking website at <https://www.lockeliving.com/en/privacy-policy> and contains information on how we collect personal data, how we use it and how we protect it. Edyn Limited will share your personal data with the relevant Property or Properties you book with. Telephone calls may also be monitored and/or recorded as a security measure, to help us to train our staff and improve our service to you.

18. Supplier Operated Properties

This paragraph relates to all bookings relating to a Third Party Property. By making a reservation with edyn for a Third Party Property, you agree that we can transmit the details of your reservation to the relevant Property owner. All such bookings will, in addition to these terms and conditions, be subject to the relevant Property owner's individual property terms and conditions which shall be identified at the time of booking.

19. General

- 19.1 We reserve the right from time to time to update these Terms. It is your responsibility each time you make a booking to check the Terms that are applicable as at the point of making the booking. If Guests are in breach of the Terms, we reserve the right to request that Guests vacate their apartment and Property immediately.
- 19.2 These Terms and any booking form agreed constitutes the entire agreement between you and edyn in respect of your booking.
- 19.3 No variation of these Terms shall be effective unless it is in writing and signed by us.
- 19.4 If any provision or part-provision of these Terms is or becomes invalid, illegal or unenforceable, it shall be deemed deleted, but that shall not affect the validity and enforceability of the rest of this agreement.
- 19.5 If you are a consumer, these Terms shall not limit or restrict your consumer legal rights. To the extent that these Terms conflict with your consumer legal rights, your legal consumer rights shall prevail.
- 19.6 These Terms shall be governed by and construed in accordance with the laws of the country in which the Property you are booking is situated and the courts of that country shall have exclusive jurisdiction in relation to any claim, dispute or difference concerning these conditions and any matter arising from or connected with them.

20. Groups Bookings and Group booking Terms and Conditions

- 20.1 Group Bookings can only be made through our reservations team and cannot be made via our online booking site. Group Books are governed by our Group Booking Terms and Conditions, in addition to these Terms, and are subject to the Booker entering into a separate Group Booking contract. We reserve the right to cancel a Group Booking where the Group Booking contract has not been signed and returned to us.
- 20.2 The prices shown online or quoted by telephone in connection with Bookings of less than 10 apartments do not apply to Group Bookings. Room rates may differ for Group Bookings depending on the number of apartments booked.

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SPECIAL CONDITIONS

The following Special Conditions apply for bookings of Properties in specific countries. In the event of a contradiction between the Terms and the Special Conditions for a country, the Special Conditions will have priority.

Special Conditions for Properties in the United Kingdom and Jersey

For bookings of edyn Properties in the United Kingdom and Jersey, the following Special Conditions apply:

Paragraph 6.2 of the Terms is replaced by the following:

"6.2 If payment is not taken at the time of booking, full payment will be required upon check-in at the Property. If we do not receive payment in full at the required time, we reserve the right to suspend or cancel any booking made. Any late payments will result in interest being charged at a rate of 4% above Bank of England base rate for the period concerned."

Paragraph 11: Accommodation Use

Paragraph 11.1 is amended by adding the following at the end:

"Booking or staying in a Property does not create a tenancy or an assured shorthold or assured tenancy or (for apartments in Scotland and Jersey) a private residential tenancy or (for Jersey only) a periodic tenancy. These conditions constitute an excluded agreement under S(3A)(7)(a) of the Protection from Eviction Act 1977 (as amended) and cannot be construed as:

- an assured tenancy under the Housing Act 1988 (as amended), or
- for apartments in Scotland, a private residential tenancy under the Private Housing (Tenancies) Scotland Act 2016 or
- for apartments in Jersey, a periodic tenancy or private residential tenancy under the Residential Tenancies (Jersey) Law 2011 and/or related and subordinate legislation)."

Paragraph 19.6 of the Terms is replaced by the following:

19.6 These Terms shall be governed by and construed in accordance with the laws of England and Wales and the courts of England and Wales shall have exclusive jurisdiction in relation to any claim, dispute or difference concerning these conditions and any matter arising from or connected with them, save that:

- 19.6.1 if you are a consumer living in Scotland, you can bring legal proceedings in respect of these Terms in either the Scottish or the English Courts; and
- 19.6.2 if you are a consumer living in Jersey, in which event you can bring legal proceedings in respect of these Terms in either the Royal Court of Jersey or the English Courts.

Statutory Rights: Individual consumers have certain legal statutory rights. If these Terms conflict with statutory consumer rights, then the statutory rights will prevail over these Terms. For more information see <https://www.gov.uk/consumer-protection-rights>.

Special Conditions for Properties in Denmark

For bookings of edyn Properties in Denmark, the following Special Conditions apply:

The following new **Paragraph 3.7** is added at the end of Paragraph 3 of the Terms:

"If you place a booking Online as a consumer as defined in Section 2(1) of the Danish Consumer Contracts Act (*forbrugeraftaleloven*), i.e. as a natural person who enters into this legal transaction for purposes that fall outside that person's trade, business, craft or profession ("Consumer"), you will not be entitled to a right of withdrawal under consumer protection laws. This is because the booking constitutes accommodation for leisure purposes with a specific performance date, which is expressly excluded from the right of withdrawal pursuant to Section 18(2)(12) of the Danish Consumer Contracts Act. For cancellations of bookings other than group bookings, paragraph 8 applies."

Paragraph 19.6 of the Terms is replaced by the following:

"These Terms shall be governed by and construed in accordance with the laws of Denmark and the competent courts of Denmark shall have exclusive jurisdiction in relation to any claim, dispute or difference concerning these conditions and any matter arising from or connected with them."

Special Conditions for Properties in France

For bookings of edyn Properties in France, the following Special Conditions apply:

"Deposit" means the upfront payment made by you and qualified as "arrhes" under Section 1590 of the French Civil Code;

"Force Majeure Event" means an event that satisfies the criteria of force majeure under Section 1218 of the French Civil Code. The following will have the same effect as a force majeure, regardless of whether or not they meet the criteria of force majeure: an act of God, outbreak of hostilities, riot, civil disturbance, acts of terrorism, revolution, the act of any government or authority (including but not limited to refusal or revocation of any licence or consent), fire, flood, lightning, explosion, fog or bad weather, disaster (including but not limited to epidemic and pandemic), interruption or failure of a utility service (including but not limited to electricity, gas, water or telecommunications), unplanned renovations and building work undertaken at the property or in the local area, strikes, lockouts, boycotts or other industrial disputes, embargo or blockade.

Paragraph 6.2 of the Terms is replaced by the following:

"Payment in full is required at the time of booking unless otherwise agreed. If payment does not reach us at the required time, we reserve the right to suspend or cancel any booking made. If you are a French professional, any late payment will result in the application of a late payment penalty rate, equal to the interest rate applied by the European Central Bank to its most recent refinancing operation, plus ten percentage points. The applicable rate during the first calendar semester is the rate as at January 1 and, during the second semester, the rate as at July 1. If you are a French consumer, any late payment will result in the French statutory interest rate being charged, subject to a prior formal notice."

Paragraph 6.3 of the Terms is replaced by the following:

"Where bookings do not require full payment or the payment of a Deposit, a pre-authorisation of up to 1% will be charged to the payment card used at the time of booking. This is a temporary charge and no funds will be debited from your account. Payment should be made in the currency identified (usually Pounds Sterling or Euro) by Credit or Debit card. We may pass your debit/credit card details to a third party to process any payments on our behalf. Where bookings are not paid in advance, we may require you to pay a Deposit. The amount of the Deposit will be notified to you at the time of booking."

Paragraph 8: Changes, Extensions & Cancellations

In accordance with Section L. 221-18-12 of the French Consumer Code, you do not benefit from the statutory right of withdrawal.

References in Paragraph 8 to a "deposit" refer to an upfront payment made by you and qualified as "arrhes" under Section 1590 of the French Civil Code.

Paragraph 19.6 of the Terms is replaced by the following:

- 19.6 (a) These Terms shall be governed by and construed in accordance with the laws of France and the competent courts of France shall have exclusive jurisdiction in relation to any claim, dispute or difference concerning these conditions and any matter arising from or connected with them.
- (b) If you are a French consumer, you are entitled to request, on a free of charge basis, the use of a consumer mediation service in order to settle amicably any disputes relating to the Terms. You may contact the mediation service offered by:
- Médiation de la Consommation et Patrimoine (MCP)
Phone: +33 1 40 61 03 33 or +33 6 63 18 66 33
Website: <https://mcpmediation.org/>
- Complaints may also be submitted via the European Commission's ODR (Online Dispute Resolution) platform. The ODR platform can be accessed via ec.europa.eu/odr. The right to use the mediation service is an alternative mechanism but does not constitute a prior condition to the exercise of the right to bring a claim before courts.
- (c) If you are a French consumer, we will store and archive on any medium, for a period of 10 years, all agreements entered into with you by electronic means for a value of EUR 120 or more and you will be able to access them at any time. This right of access may be exercised by contacting us via the form accessible here [[Privacy Web Form](#)].
- (d) If you are a French consumer, if your telephone number is collected by us, you have the right to register on the list of opposition to telephone solicitation available at <https://www.bloctel.gouv.fr/>.

Special Conditions for Properties in Germany

For bookings of edyn Properties in Germany, the following Special Conditions apply:

Paragraph 3.2 of the Terms is amended by adding the following paragraph:

"If you place a booking Online as a consumer as defined in § 13 of the German Civil Code ("**BGB**"), i.e. as natural person who enters into this legal transaction for purposes that can predominantly be attributed neither to your commercial nor to your independent professional activity ("**Consumer**"), you will not be entitled to a right of withdrawal under consumer protection laws. For cancellations of bookings other than group bookings, paragraph 8 applies."

Paragraph 8: Changes, Extensions & Cancellation.

You may prove that the damage has either not occurred or is substantially less than the Cancellation Charge or Amendment Charge referred to in this paragraph 8.

Paragraph 10: Liability

Paragraphs 10.2, 10.3 and 10.4 of the Terms are replaced by the following:

- “10.2 Irrespective of paragraph 10.1, we are liable for damages based on any legal ground whatsoever in accordance with the following provisions:
- 10.2.1 Our liability for damages caused by slight negligence (*einfache Fahrlässigkeit*) is limited to typical and foreseeable damages resulting from the breach of a material contractual obligation. A material obligation is an obligation that is required for the fulfilment of the purpose of the respective agreement and on the fulfilment of which a contractual partner regularly trusts or may trust.
- 10.2.2 The foregoing limitation of liability does not apply to (i) defects for which a guarantee for the quality was given (in that case liability will be in accordance with the terms of such guarantee), (ii) injury of life, limb or health (*Verletzung von Leben, Körper oder Gesundheit*), (iii) intent (*Vorsatz*), and (iv) gross negligence (*grobe Fahrlässigkeit*) of an officer or executive of ours.
- 10.3 The above limitations of liability shall also apply in the case of your claim for damages against our officers, executives, employees or agents.
- 10.4 The above limitations of liability shall apply accordingly to frustrated expenses.”

Paragraph 13.1 of the Terms is replaced by the following:

- “13.1 Guests are expected to comply with any regulations for use of the apartment. These are available on arrival and on our website. If any guest neglects the care incumbent upon him and thereby considerably endangers the Property, or provides the room to Visitors overnight without authorization, we reserve the right to terminate for good cause and may request a guest vacate their apartment immediately. In case of fault, we reserve the right to claim damages in the amount of the total booking price. The number of people in an apartment must not exceed the sleeping capacity of the apartment as stated on our website prior to booking.”

Paragraph 13.2 of the Terms is amended by adding the following sentence at the end:

“You may prove that damage or decrease in value has either not occurred or is substantially less than the lump sum.”

Paragraph 13.7 of the Terms is replaced by the following:

- “13.7 Damage: Guests are required to keep the Property, apartment, furniture, fittings and effects in the same condition as on arrival. Inventories and condition reports can be provided at the start and end of the stay, if required, at an additional cost. You are required to notify us of any damage, loss or broken items or matters requiring general maintenance or if action to protect the apartment/Property from an unforeseen hazard becomes necessary without undue delay. If you do not give us the opportunity to resolve a problem during your stay by reporting such defect, you will be held liable for damage incurred thereby. To the extent that we were prevented from providing relief due to your failure to report, you are not entitled to reduce the price paid for the booking, to seek any refund, to claim damages or to give notice without specifying a reasonable period for relief. Any damage to the apartment will be charged in full on a full recovery basis in the event of a breach of an obligation due to fault. In the event that these are discovered after departure we will notify you or the Booker within 7 days of departure with full details and where possible photographic evidence. We reserve the right to charge the card payment details provided and pre-authorised at the time of booking where you or your Visitor causes damage of any kind to the Property.”

Paragraph 13.8 of the Terms is amended by adding the following sentence at the end:

"You may prove that damage has either not occurred or is substantially less than the charged amount."

Paragraph 16: Complaints or Enquiries

Paragraph 16 of the Terms is replaced by the following:

"16 In the unlikely event that you are dissatisfied with any aspect of your accommodation please notify the general manager/duty manager as soon as possible in the first instance. If a defect in the apartment occurs during your stay or if action to protect the apartment/Property from an unforeseen hazard becomes necessary, you are obliged to report this to the general manager/duty manager without undue delay. If you do not give us the opportunity to resolve a problem during your stay by reporting such defect, you will be held liable for damage incurred thereby. To the extent that we were prevented from providing relief due to your failure to report, you are not entitled to reduce the price paid for the booking, to seek a refund, to claim damages or to give notice without specifying a reasonable period for relief. We aim to deliver the best possible customer service, but in the unlikely event that you are dissatisfied with our service, please contact us by email to GuestServices@edyngroup.com."

Paragraph 19.2 of the Terms is replaced by the following:

"19.2 We reserve the right from time to time to update these Terms. We will provide you with the currently applicable terms before you make a booking. If guests are in breach of the Terms, we may be entitled to terminate for good cause and in such event request that Guests vacate their apartment and Property immediately."

Paragraph 19.6 of the Terms is replaced by the following:

"19.7 These Terms shall be governed by and construed in accordance with the laws of Germany. In case you are not a Consumer, the courts of Munich shall have exclusive jurisdiction in relation to any claim, dispute or difference concerning these conditions and any matter arising from or connected with them."

Special Conditions for Properties in Ireland

For bookings of edyn Properties in Ireland, the following Special Conditions apply:

Paragraph 11: Accommodation Use

Paragraph 11.1 of the Terms is amended by adding the following at the end:

"These conditions constitute an excluded agreement under S(3)(2)(f) of the Irish Residential Tenancies Act 2004 (as amended)."

Paragraph 13: Guest Responsibility

Paragraph 13.3 of the Terms is replaced with the following:

"13.3 Dogs: We have dog friendly properties where 1 dog of up to 30 kilos is welcome. Cats may be allowed on request for extended stays only (bookings of 29+ nights). Registered service animals will be permitted in all locations where notice has been given prior to arrival. Additional charges apply for all pets and a pet waiver will be required to be completed. It is your responsibility before arrival to check whether your pet is permitted at the Property. You must not leave pets unattended in any apartment or public areas at any time and pets must be kept on leads (or in pet carriers) in public areas.

If your pet demonstrates behaviours that our team believes pose a threat or are disruptive to our staff or other Guests, we reserve the right to request that your animal be muzzled or otherwise

restrained appropriately. However, if the threat or disruption continues, we reserve the right to cancel your booking and require you to vacate the apartment immediately without refund.”

Special Conditions for Properties in The Netherlands

For bookings of edyn Properties in The Netherlands, the following Special Conditions apply:

Paragraph 19.6 of the Terms is replaced by the following:

“19.6 These Terms shall be governed by and construed in accordance with the laws of The Netherlands and the competent courts of The Netherlands shall have exclusive jurisdiction in relation to any claim, dispute or difference concerning these conditions and any matter arising from or connected with them. Complaints may also be submitted via the European Commission's ODR (Online Dispute Resolution) platform. The ODR platform can be accessed via ec.europa.eu/odr.”

Special Conditions for Properties in Portugal

For bookings of edyn Properties in Portugal, the following Special Conditions apply:

Paragraph 19.6 of the Terms is replaced by the following:

“19.6 These Terms shall be governed by and construed in accordance with the laws of Portugal and the competent courts of Portugal shall have exclusive jurisdiction in relation to any claim, dispute or difference concerning these conditions and any matter arising from or connected with them. Complaints may also be submitted via the European Commission's ODR (Online Dispute Resolution) platform. The ODR platform can be accessed via ec.europa.eu/odr.”

Special Conditions for Properties in Switzerland

For bookings of edyn Properties in Switzerland, the following Special Conditions apply:

All references in the Terms to “apartments” shall be construed as “hotel rooms” as applicable.

Paragraph 3 Your booking

The following new Paragraph 3.7 is added at the end of Paragraph 3 of the Terms:

“3.7 In case the Swiss Federal Act on Package Travel applies to your booking, liability of edyn is reduced to the double amount of the total price of the package, save for damages caused wilfully or through gross negligence.”

Paragraph 7.1 of the Terms is amended by adding the following sentence at the end:

“In case of damages, the Additional Charges are to be understood as liquidated damages (*Schadenersatzpauschale*) and you may prove that damage or decrease in value has either not occurred or is substantially less than the Additional Charges.”

Paragraph 10: Liability

Paragraphs 10.2, 10.3 and 10.4 in the Terms are replaced by the following:

“All warranties, conditions and other terms implied by Swiss law or otherwise are, to the fullest extent permitted by Swiss law, excluded from any contract with us and these conditions shall apply in their

place. However, nothing in these terms and conditions will affect your mandatory statutory rights if you are a consumer.”

Paragraph 11: Accommodation Use

Paragraph 11.1 of the Terms are replaced by the following:

“11.1 All hotel rooms are only to be used as temporary or holiday accommodation for you, or your organisation. They are not for use as the principal, additional home or residence of guests. If you or any member of your party fails to vacate at the end of the period you will be charged the appropriate accommodation charges for the continued period of occupation. No persons other than the guests have the right to use the hotel room. We cannot guarantee an exact hotel room number prior to arrival. The maximum number of guests in a hotel room is determined by the number of beds in the hotel room. The maximum number will be provided to you prior to booking. If the maximum number provided and agreed on is exceeded, then we may refuse access to the accommodation and/or reserve the right to charge for additional hotel rooms.”

Paragraph 12.1 of the Terms are replaced by the following:

“12.1 As standard we will give your hotel room without a kitchenette a clean after 7 nights, and weekly for the duration of your stay. If you stay in a hotel room with a kitchenette, we will give your hotel room a clean every day (unless you don't want us to). We provide all our Guests with toiletries, welcome teas & coffees and milk in your hotel room to get you started.”

Paragraph 13: Guest Responsibility

Paragraph 13.1 of the Terms is replaced by the following:

“13.1 Guests are expected to comply with any regulations for use of the hotel room. These are available on arrival and on our website. If any guest breaches any of these Terms, or neglects the care incumbent upon him and thereby considerably endangers the Property, or provides the room to Visitors overnight without authorization, we reserve the right to terminate for good cause and may request a guest vacate their hotel room immediately without refund. In case of fault, we reserve the right to claim damages. The number of people in an hotel room must not exceed the sleeping capacity of the hotel room as stated on our website prior to booking.”

Paragraph 13.2 of the Terms is amended by adding the following sentence at the end:

“You may prove that damage or decrease in value has either not occurred or is substantially less than the lump sum.”

Paragraph 13.7 of the Terms is replaced by the following:

“13.7 Damage: Guests are required to keep the Property, hotel room, furniture, fittings and effects in the same condition as on arrival. Inventories and condition reports can be provided at the start and end of the stay, if required, at an additional cost. You are required to notify us of any damage, loss or broken items or matters requiring general maintenance or if action to protect the hotel room/Property from an unforeseen hazard becomes necessary without undue delay. If you do not give us the opportunity to resolve a problem during your stay by reporting such defect, you will be held liable for damage incurred thereby. To the extent that we were prevented from providing relief due to your failure to report, you are not entitled to reduce the price paid for the booking, to seek any refund, to claim damages or to give notice without specifying a reasonable period for relief. Any damage to the hotel room will be charged in full on a full recovery basis in the event of a breach of an obligation due to fault. In the event that these are discovered after departure we will notify you or the Booker within

7 days of departure with full details and where possible photographic evidence. We reserve the right to charge the card payment details provided and pre-authorised at the time of booking where you or your Visitor causes damage of any kind to the Property.”

Paragraph 13.8 of the Terms is amended by adding the following sentence at the end:

“You may prove that damage has either not occurred or is substantially less than the charged amount.”

Paragraph 16: Complaints or Enquiries

Paragraph 16 the Terms is replaced by the following:

“In the unlikely event that you are dissatisfied with any aspect of your accommodation please notify the general manager/duty manager as soon as possible in the first instance. If a defect in the hotel room occurs during your stay or if action to protect the hotel room/Property from an unforeseen hazard becomes necessary, you are obliged to report this to the general manager/duty manager without undue delay. If you do not give us the opportunity to resolve a problem during your stay by reporting such defect, you will be held liable for damage incurred thereby. To the extent that we were prevented from providing relief due to your failure to report, you are not entitled to reduce the price paid for the booking, to seek any refund, to claim damages or to give notice without specifying a reasonable period for relief. We aim to deliver the best possible customer service, but in the unlikely event that you are dissatisfied with our service, please contact us by email to GuestServices@edyngroup.com.”

Paragraph 19.6 of the Terms is replaced by the following:

“19.6 These Terms shall be governed by and construed in accordance with the laws of Switzerland. In case you are not a Consumer, the courts of Zurich shall have exclusive jurisdiction in relation to any claim, dispute or difference concerning these conditions and any matter arising from or connected with them.”

Version: 28th October 2026