



## Guest Services Agreement

### These Terms

1. These terms and conditions apply to all goods and services (“Services”) provided or arranged by us, Brooking & Edmonds Ltd as 20 The Barons (“us” or “we”) to you the Guest recipient of the Services (“you”).
2. Please note that these terms apply only to the provision of Services directly by us to you. These terms do not apply to the hire of the accommodation itself. Accommodation hire from our hosts is dealt with under the Terms and Conditions agreement with the host.

### Booking Services

1. On or before commencement of your stay we will refer you to a list of Services which you may order during your stay.
2. You may book Services in one of three ways:  
Through our website enquiry form when booking your accommodation;  
Through our website or by email or telephone after you have booked your accommodation but before you have commenced your stay; or through our website or by email or telephone during your stay. Please note that website booking may not be available for all of the Services which we supply.
3. We would recommend that you book Services at the earliest opportunity. Certain of our Services are subject to availability and may be unavailable unless booked in advance.
4. Certain Services may be automatically included with your booking, in which case they will be separately itemised in the Booking Summary which you accept prior to receiving a Confirmation of Booking from us on behalf of the host.
5. If you wish to book any Service at any time or have any queries in relation to any service please telephone 0208 241 3153 or 07972 601613 or email us at [enquiries@20thebarons.co.uk](mailto:enquiries@20thebarons.co.uk).
6. Once you have booked any services from us you must cooperate with us in allowing us to provide the services. For instance we may require access to the accommodation or we may need to obtain payment from you for certain third party services. If you fail to cooperate with us and we are unable to provide Services to you then you may be charged in full for such Services.

## Third Party Services

1. As part of our Services we may book or order goods or services from third party suppliers or vendors. This will apply to any ticketed events you wish to attend, restaurant bookings or other goods or services ordered through our concierge service. Airport transfers, food orders, affiliate memberships and nanny or babysitting Services are also supplied by third parties.
2. Please note that any booking we arrange for you with a third party will be subject to that party's terms and conditions of business.
3. You will be liable to pay the costs of any third party Service. We will not be responsible for any failure on the part of that third party to adequately supply the Service (unless we have been negligent in selecting that third party or placing the order on your behalf). We do endeavour to ensure that all of our partners provide their Services to the highest possible standards.

## Payment

1. Any Services which you request at the time of your booking will be included in the preliminary invoice which is provided to you before prepayment. These charges will be collected when the accommodation fees are collected from you.
2. Services purchased after you have booked your stay will either be added to your account and collected from you at the same time as the accommodation fees are collected. If you book Services after pre-payment of accommodation fees has been collected we reserve the right to collect payment for Services at any time on or after booking that Service or on your departure from the accommodation.
3. You authorise us to collect payment from the debit or credit card details you have supplied to us, if you wish to pay with another debit or credit card please inform us when booking the Service.
4. In some circumstances we will book and pay for third party goods and services on your behalf and charge those costs to you (plus our concierge or handling charge). In other cases (e.g. restaurant bookings) you will be required to pay for the third party service directly and we will add our concierge charge to your booking.
5. The Accommodation Agreement with our Host permits us to preauthorise the credit or debit card details you have supplied for any outstanding accommodation fees and for a further amount by way of security deposit. Please note that we are also entitled to separately preauthorise the same credit or debit card at any time for an additional amount to cover the anticipated costs of Services you have booked or may choose to book during your stay.

## Specific Services

1. **Equipment Hire** Where you have hired equipment from us you must return the items to us in the same state in which they were supplied to you in. You will be liable for the costs of any damage to equipment which has been hired by you. Equipment is subject to availability. On hiring equipment we may preauthorise a credit or debit card for an amount to cover the cost of any damage to the equipment. Except where otherwise noted please leave any items hired by you at the property when you leave.
2. **Ticketed Events, etc.** In certain circumstances we may agree to try and secure a ticket for you at a theatre, music or sporting event. Please note that while we will use our best endeavours to secure a ticket for the event it may be difficult to obtain tickets where the event is over subscribed. We do not guarantee that we will be able to obtain tickets to any event. Any tickets will be subject to the terms and conditions of the ticket agent and the venue.

3. **Fridge Stocking / Shopping/ Food Orders** Our fridge stocking service will stock the fridge and cupboards of the accommodation with a range of food and beverage items you request. We may be able to source specific items provided we are given enough notice but additional charges may apply. Certain items may be unavailable and we reserve the right to add a substitute. We cannot offer a refund for any unused food or drink at the end of your stay. Please ensure you check the labels of any food or drink if you suffer from allergies, we will not be liable if you consume any item to which you are allergic.
4. **Helpline and General Requests** We offer a general concierge helpline which may be able to assist with specific requests and may also be your first point of call for booking restaurants, ticketed events, fridge stocking, equipment etc. during your stay. We reserve the right to charge for this service. Details of any such charges will be clearly identified on our schedule of charges.

## Liability

1. We will not be liable for the provision of goods or services by third parties nor will we be liable if any goods or services requested by you are unavailable during your stay. We will not be liable to you or be deemed to be in breach of these terms by reason of any delay in performing, or any failure to perform, any of our obligations, if the delay or failure was due to any cause beyond our reasonable control such as shortages, unavailability, overbooking, severe weather, subsidence, power or other utility cut-off, burglary, natural disaster, strikes, governmental action, terrorism, war and civil unrest.  
We will not be liable to you in the provision of our Services for any business, financial or economic loss or for any consequential or indirect losses such as lost reputation, lost bargain, lost profit, loss of anticipated savings or lost opportunity arising as a result of this agreement (whether such loss arises as a result of our negligence or otherwise).
2. Our liability for all losses (with the exception of personal injury or death arising as a result of negligence) will be limited to the cost of obtaining replacement services or the amount of the fees and charges payable by you for our Services (excluding for the avoidance of doubt the Accommodation Fees which are paid to the Host), whichever is the higher amount.
3. Nothing in this clause limits or excludes our liability for death or personal injury arising as a result of our negligence or the negligence of our agents or employees.

## General

1. You will not be entitled to withhold by way of set-off, deduction, counter-claim any amounts which you owe to the Host against any amounts that that may be owed to you.
2. We will be entitled to assign or sub-contract our obligations under this Agreement.
3. Save in the case of fraud these terms represent the entire agreement between the parties and supersede any previous marketing information, representations or agreements whether recorded in writing or otherwise.
4. You agree that these terms are fair and reasonable in all the circumstances. However, if any provision of these terms is held not to be valid by a court of competent jurisdiction but would be valid if part of the wording were deleted, then such provision shall apply with such deletions as may be necessary to make it valid. If any of the provisions in these terms are held not to be valid the remaining provisions of these terms shall remain in full force and effect.
5. These conditions are governed by and construed in accordance with the laws of England and Wales. You agree to submit to the exclusive jurisdiction of the English courts.

## **Termination of Agreement**

1. In the event of a breach of this service agreement the guest will be requested to leave the premises and settle up all outstanding bill.

*A/W Nov 2016. Updated Jan 2019.*

**20 The Barons Luxury Serviced Apartments. Incorporating 18 Egerton Drive, 9 The Barons.**

20 The Barons  
St Margarets,  
Twickenham  
Middx  
TW1 2AP