

# HOTEL GENERAL TERMS AND CONDITIONS UK

## **ENJOY THE MOMENT, LIVE NOW, BE HAPPY AND SMILE**

At TSH UK we meet so many different people from around the world and we try our best to be happy all the time. We would appreciate it if you also spend a moment to focus on the now, enjoy the moment and be happy. Hopefully this will not only lead to a happier hotel, but to a more peaceful and smiley world. Enjoy your time at TSH UK!

## **WE OFFER**

TYPE OF BOOKING	
HOTEL STAY	A HOTEL BOOKING AVAILABLE FOR 1 NIGHT UP TO 13 NIGHTS.
HOTEL EXTENDED STAY	A HOTEL BOOKING AVAILABLE BETWEEN 14 NIGHTS AND 12 MONTHS.
HOTEL STUDENT STAY	STUDENT GUESTS ONLY.
*A Group Booking can only be made through the reservations department of TSH UK (e.g. by telephone or email). TSH UK will provide the Contracting Party with a Group Booking agreement reflecting the Booking Details of that Group Booking (the Group Booking Agreement). Upon receipt of a copy of the Group Booking Agreement signed by the Contracting Party, TSH UK will confirm the Group Booking by email (or other written confirmation).	<ul> <li>A HOTEL STAY CONCERNING TEN (10) OR MORE ROOMS.</li> <li>A HOTEL EXTENDED STAY CONCERNING FIVE (5) OR MORE ROOMS.</li> <li>A HOTEL STUDENT STAY CONCERNING FIVE (5) OR MORE ROOMS (STUDENT GUESTS ONLY)</li> </ul>

KEY (PAYMENT/CANCELLATION/MODIFICATION) INFORMATION



Payment procedure  ("How/when should I pay for my Hotel Booking?")	<ul> <li>Hotel Stay (including Hotel Stay Group Booking)         <ul> <li>(A.2)</li> </ul> </li> <li>Hotel Extended Stay (including Hotel Extended Stay Group Booking) (B.2)</li> <li>Hotel Student Stay (including Hotel Student Group Booking) (C.3)</li> <li>Click on each type of booking for details</li> </ul>
Cancellation/modification procedure ("How can I cancel/modify my Hotel Booking?")	<ul> <li>Hotel Stay (including Hotel Stay Group Booking)         <ul> <li>(A.3)</li> </ul> </li> <li>Hotel Extended Stay (including Hotel Extended Stay Group Booking) (B.3)</li> <li>Hotel Student Stay (including Hotel Student Group Booking) (C.4)</li> <li>Click on each type of booking for details</li> </ul>

# CONTENT

These Terms and Conditions are divided into two sections: (i) the General Clauses, which apply to any Hotel Booking made at TSH UK (as defined below); and (ii) the Specific Clauses, which apply depending on the kind of booking made.

## **Section 1: General Clauses**

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## **SECTION 1: GENERAL CLAUSES**

This Section 1 includes all general Clauses of these Terms and Conditions, which are applicable to all type of bookings.

## 1. DEFINITIONS

1.1.In this document the following capitalized terms shall have the meaning as described below:

## **Booking Details:**

The details of the relevant Hotel Booking, amongst others, specifying the type of booking (e.g., Hotel Stay, Hotel Extended Stay, Hotel Student Stay, Group Booking), the Location, the Check-In Date and the Check-Out Date, the room type, the room rate (including VAT and excluding any City Tax, unless indicated otherwise during the Hotel Booking process) and the details of the Contracting Party and Guest(s).

**Check-In Date:** 

The date of arrival and check-in by the Guest as agreed pursuant to

**Check-In Time:** 

the Hotel Booking.

The check-in time is, in accordance with Clause 3, at three (3:00) p.m.

local time at the Location on the Check-In Date.



Check-Out Date: The date of departure and check-out by the Guest as agreed pursuant

to the Hotel Booking.

Check-Out Time: The check-out time is, in accordance with Clause 3, before twelve

(12:00) p.m. (noon) local time at the Location on the Check-Out Date.

City Tax: Any city tax that is charged by TSH UK to Guests pursuant to

applicable law.

Clause: A clause in these Terms and Conditions.

**Contracting**The person or legal entity that enters into the Hotel Agreement with **Party:**TSH UK. The Contracting Party shall also be understood as the party

that according to these Terms and Conditions entered any separate contract between that party and TSH UK, or pursuant to UK law, is legally and financially liable for a Guest and will undertake all the obligations towards TSH UK pursuant to or arising from the Hotel

Agreement.

**Deposit:** The deposit amount determined by TSH UK which is to be paid by the

Contracting Party when making the Hotel Booking for a Hotel Student

Stay.

**Group Booking:** • A Hotel Stay concerning ten (10) or more rooms (see the Hotel

Group Booking specific terms in Section A, the Hotel Stay terms).

 A Hotel Extended Stay concerning five (5) or more rooms (see the Hotel Group Booking specific terms in Section B, the Hotel

Extended Stay terms).

A Hotel Student Stay concerning five (5) or more rooms (see the

Hotel Group Booking specific terms in Section C, the Hotel

Student Stay terms).

**Guest:** The person who enjoys the use of the Hotel Services provided by TSH

UK and/or its affiliates in connection with the Hotel Agreement. He/she will be the same person as the Contracting Party, except when the Hotel Booking is made by a third party (person or legal entity) on

behalf or for the benefit of the relevant guest.

Hotel: The operating hotel depending on and determined by the selected

location in the Hotel Booking process.

Hotel Agreement: An agreement regarding Hotel Services between TSH UK and the

Contracting Party in respect of a Hotel Booking, as further described



in the relevant Specific Clauses A.1, B.1 and C.1 of these Terms and

Conditions.

Hotel Booking: A booking made by the Contracting Party in accordance with the

booking process for each type of booking (Section 2) to make use of

the Hotel Services provided by TSH UK.

Hotel Fee: The fee to be paid by the Contracting Party to TSH UK for the Hotel

Services rendered pursuant the Hotel Agreement, including VAT and

excluding any City Tax.

Hotel Extended A Hotel Booking that is available between fourteen (14) nights and

Stay: twelve (12) months.

Hotel Services: The variety of Hotel Services offered by TSH UK which the Guest is

eligible to receive pursuant to the Hotel Booking, as further detailed in

clause 5.

Hotel Student A Hotel Booking only available to Student Guests. Hotel Student Stays

**Stay:** have a fixed Check-In Date and fixed Check-Out Date.

Hotel Stay: A Hotel Booking that is available for one (1) night up to thirteen (13)

nights.

**House Rules:** House rules as referred to in Clause 4 and available on the Website.

**Location:** The location of the Hotel.

Student Guest: A Guest who is registered at a university or similar educational

institution in accordance with Clause C.5 and for whom a Hotel

Student Stay booking has been made.

**Terms and** These Hotel General Terms and Conditions.

**Conditions:** 

**TSH Bike:** The TSH bike sharing system available for all Guests in accordance

with Clause 16.

**TSH UK:** The TSH entity incorporated in the United Kingdom that enters into the

Hotel Agreement, determined by the location selected in the booking

process.

Website/s: TSH official website <a href="https://www.thesocialhub.co">https://www.thesocialhub.co</a> and any other

travel agencies websites authorized by TSH to make a booking.

## 2. APPLICABILITY AND CHANGE OF THE TERMS AND CONDITIONS

2.1. These Terms and Conditions apply to all Hotel Agreements entered into between the Contracting Party and TSH UK. In the event of a conflict between these Terms and



- Conditions and the provisions of the Hotel Agreement, then the provisions of the Hotel Agreement shall prevail but only to the extent of the conflict.
- 2.2. The Contracting Party (i) undertakes to fulfill and comply with the Hotel Agreement, Terms and Conditions and the House Rules and (ii) ensures that each Guest fully adheres to the Hotel Agreement, Terms and Conditions and the House Rules. The Contracting Party, whenever different from the Guest, is also aware that it shall remain responsible and liable for any breaches of the Hotel Agreement, Terms and Conditions and House Rules by the Guest and anyone accompanying the Guest as it would be for own breaches, unless otherwise agreed with TSH UK.
- 2.3. TSH UK reserves the right to modify or update any provision of these Terms and Conditions at any time upon posting the modified/updated terms on the Website. It is the Contracting Party's responsibility to review the Website for any changes to these Terms and Conditions and to inform the Guest of such changes. Any variation made to these Terms and Conditions by TSH UK shall apply to all Hotel Agreements from the date TSH publishes such variation/updated terms on the Website. TSH UK shall use reasonable endeavours to provide the Contracting Party notice ahead of publishing any material variations to these Terms and Conditions.
- 2.4. The latest version of the Terms and Conditions is always available on the Website (www.thesocialhub.co/terms-and-conditions).

## 3. CHECK-IN / CHECK-OUT TIME

- 3.1. Unless agreed otherwise by e-mail through reservations@thesocialhub.co:
  - 3.1.1. TSH UK will make the room available to the Guest on the Check-In Date at the Check-In Time (three (3:00) p.m. local time at the Location).
  - 3.1.2. the Guest must check out on the Check-Out-Date at the Check-Out Time (before twelve (12:00) p.m. (noon) local time at the Location).
- 3.2. In case the Guest checks-out after the Check-Out Time, the Contracting Party is obliged to pay a fee for an extra night for the room at the then applicable rate for that room.

## 4. HOUSE RULES

4.1. TSH UK has a set of House Rules to preserve order, peace and quietness in the Hotel. The House Rules apply to the Hotel Agreement to the extent that they do not conflict with the provisions of the Hotel Agreement. In the event of a conflict, the provisions of the Hotel Agreement shall prevail but only to the extent of the conflict. The House Rules can



be requested at the reception of the Hotel and can be seen and downloaded from the Website (https://www.thesocialhub.co/terms-conditions/).

- 4.2. If the Guest or someone accompanying a Guest violates the House Rules or acts in such a way that the order, peace and quietness or normal operation of TSH UK are jeopardized, TSH UK shall have the right in its sole discretion to (i) instruct the Guest to move to a different room with equal or higher standards than the room where the Guest has stayed in, (ii) set a reasonable deadline to remedy the situation, or (iii) send the Guest a warning. The Guest acknowledges that they shall adhere to TSH UK's request to move rooms without any undue delay but in any case within the deadline given by TSH UK.
- 4.3. If the Guest or someone accompanying a Guest refuses to comply with the request to move rooms or continues to violate the House Rules after moving rooms, the set deadline or warning, TSH UK has the right to immediately cancel the Hotel Agreement extraordinarily without any further notice, and the Guest and anyone accompanying the Guest must leave the Hotel upon first request. To the extent permitted by law, if TSH UK is of the opinion that the violation is so serious or of such a nature that a deadline or warning would be pointless, TSH UK will be entitled to cancel the Hotel Agreement immediately without warning. In case of termination based on this Clause 4.3, the payment obligation for the Contracting Party towards TSH UK in relation to the Hotel Booking will continue unabridged for the remaining contract period.
- 4.4. TSH UK reserves the right to modify or update any provision of the House Rules at any time upon posting the modified/updated terms on the Website. It is the Contracting Party's responsibility to review the Website for any changes to the House Rules and to inform the Guest of such changes. Any variation made to the House Rules by TSH UK shall apply to all Hotel Agreements from the date TSH publishes such variation/updated terms on the Website. TSH UK shall use reasonable endeavours to provide the Contracting Party notice ahead of publishing any material variations to the House Rules.
- 4.5. The latest version of the House Rules is always available on the Website (www.thesocialhub.co/terms-and-conditions).

## 5. HOTEL SERVICES

5.1 In exchange for payment of the Hotel Fee, and pursuant to the terms of the Hotel Agreement, TSH UK shall provide the Guest with the Hotel Services. For all types of



Stays, Hotel Services include, but are not limited to, a room with a private bathroom, room and linen cleaning services, Wi-Fi, breakfast (against an additional fee), reception services, gym access and bike sharing (pursuant to the terms of clause 16). Next to that, Guests in Student Stays receive laundry services, kitchen equipment, access to a shared kitchen and co-working space, utilities and maintenance and access to workshops and weekly socials and networking events.

- 5.2 TSH UK reserves the right in its sole discretion to amend the type of Hotel Services offered to each type of Stay. The most up-to-date overview of all services and benefits will always be visible on the Website.
- 5.3 TSH UK does not offer permanent accommodation or residency, but offers a variety of temporary Stays through the Hotel Agreement. The Guest is not allowed to use the Hotel as their residence and/or domicile and may not register the address of the Hotel at the municipality as their personal address.

## 6. AGE REQUIREMENTS

- 6.1 When completing a Hotel Booking or a Hotel Extended Stay Booking, the Guest must be 18 years or older at the Check-In Date. Guest under the age of 18 may stay at the hotel only if accompanied by a parent or legal guardian. TSH UK reserves the right to cancel any reservation made by a Guest failing to meet the specified age requirement. In such instances, any payments made will be subject to refund according to our cancellation policy.
- 6.2 When completing a Hotel Student Stay Booking, the Guest must be 18 years or older at the Check-In Date. If a Guest is 17 years old at the Check-In Date, they must provide a Consent and Responsibility notice (accessible here: <a href="https://www.thesocialhub.co/492401/globalassets/legal\_documents/generic/terms\_and\_conditions/minors-permission-form.docx">https://www.thesocialhub.co/492401/globalassets/legal\_documents/generic/terms\_and\_conditions/minors-permission-form.docx</a>) signed by a parent or legal guardian, or their Hotel Student Stay Booking will be cancelled in accordance with our cancellation policy.
- 6.3 When completing a Hotel/Extended/Semester Stay Group Booking, the Guest must be 18 years or older at the Check-In Date. Guests who are 17 years old at Check-In Date may



only stay unsupervised if they have written permission from a parent or legal guardian. It is the Contracting Party's responsibility to ensure that the proper written consent has been obtained from the Guest's parent or legal guardian. Guests between 14 and 17 years old may only stay at TSH UK when accompanied by a legal guardian, who must provide a Responsibility Notice, as provided by TSH UK. Guests younger than 14 are not allowed to stay at TSH UK.

6.4 By completing a Hotel/Extended/Semester Stay Group Booking, the Contracting Party confirms that they meet the age requirement and agrees to provide identification if asked for age verification. Non-compliance may lead to cancellation of the reservation by TSH UK without reimbursement.

#### 7. OVERBOOKING

In case of an overbooking, and as the Contracting Party's sole remedy, TSH UK shall be entitled to offer the Contracting Party an alternative hotel accommodation of an equivalent standard to the Hotel offered pursuant to the Hotel Agreement. If the Contracting Party does not accept the offer, the Contracting Party will be entitled to cancel the Hotel Agreement with immediate effect and any Deposit paid by the Contracting Party shall be returned.

## 8. CANCELLATION, MODIFICATION AND TERMINATION (PRIOR TO AND AFTER CHECK-IN)

- 8.1. Prior to and after the Check-In Date, the Contracting Party has the right to cancel or modify the Hotel Booking in accordance with the applicable cancellation or modification procedure:
  - 8.1.1. Hotel Stay (including Hotel Stay Group Booking) (Clause A.3)
  - 8.1.2. Hotel Extended Stay (including Hotel Extended Stay Group Booking) (Clause B.3)
  - 8.1.3. Hotel Student Stay (including Hotel Student Stay Group Booking) (Clause C.4)
- 8.2. Termination for cause in accordance with statutory provisions remains unaffected.
- 8.3. TSH UK has the right to cancel the Hotel Booking with the Contracting Party in the event of a violation of the Hotel Agreement, unless the violation, given its specific nature or minor importance, does not, at TSH UK's sole discretion, justify this termination and its legal effects. In case of termination based on this Clause 8.3, the payment obligation for the Contracting Party towards TSH UK in relation to the Hotel Booking will continue unabridged for the remaining contract period.

## 9. LIABILITY OF THE CONTRACTING PARTY AND THE GUEST



- 9.1. The Contracting Party is liable towards TSH UK for all damages, costs, losses or other harm that has been and/or will be incurred by TSH UK, any affiliate of TSH UK and/or any third party as the direct or indirect consequence of (i) any breach by the Contracting Party or the Guest of the Hotel Agreement, these Terms and Conditions or the House Rules or (ii) any negligent acts or omissions or misconduct or behavior of the Guest (if different from the Contracting Party) or anyone accompanying the Guest.
- 9.2. TSH UK may file an official report with the local police in case of misconduct, criminal acts or violations of the House Rules by the Contracting Party or the Guest.

### 10. LIMITATION OF LIABILITY

- 10.1. Nothing in the Hotel Agreement shall exclude or limit a party's liability for:
  - (a) death or personal injury arising from its negligence;
  - (b) fraud; or
  - (c) fraudulent misrepresentation.
- 10.2. TSH UK shall not be liable whether in contract, tort (including negligence) or for breach of statutory duty, or in any other way, for:
  - a) Loss of profits.
  - b) Loss of sales or business.
  - c) Loss of agreements or contracts.
  - d) Loss of anticipated savings.
  - e) Loss of use or corruption of software, data or information.
  - f) Loss of or damage to goodwill.
  - g) Indirect or consequential loss.
- 10.3. Notwithstanding the above, TSH UK will not be responsible for the loss of or damage to any Guest's property, including any personal belongings, cash, jewelry, and other valuables, except where such loss or damage is due to TSH UK's negligence or breach of the Hotel Agreement. TSH UK shall not be liable in the event that the Guest(s) injure(s) themselves other than as a direct result of TSH UK's negligence or breach of the Hotel Agreement.
- 10.4. TSH UK's maximum liability for any loss or damage shall be limited as set out under the Hotel Proprietors Act 1956.
- 10.5. It is the Guest's responsibility to ensure that the Guest has appropriate insurance in place in respect of any items of value during a stay in the Hotel.



- 10.6. Other than as expressly set out in these Terms and Conditions or as provided by applicable law (including not limited to Hotel Proprietors Act 1956), TSH UK's total aggregate liability towards the Contracting Party and Guest will never exceed the lower of (i) the value of the Hotel Agreement or (ii) the amount actually paid out under TSH UK' insurance coverage in respect of the damages incurred by the Contracting Party and/or Guest.
- 10.7. The Contracting Party and Guest agrees to defend, indemnify and hold TSH UK harmless from any claim arising out of the Contracting Party and/or Guest's negligence, actions or failure to comply with the provisions included in these Terms and Conditions, the Hotel Agreement and the House Rules.
- 10.8. For the purposes of this Clause 10, any reference to TSH UK includes a reference to all of TSH UK' affiliates and its and such affiliates' employees, officers, directors, agents, and direct and indirect shareholders.

### 11. COMPLAINTS

The Contracting Party and/or Guest must submit any complaints regarding an (alleged) failure of TSH UK in the performance of the Hotel Agreement immediately after discovering such failure. Complaints must be submitted by email to complaints@thesocialhub.co.

## 12. FORCE MAJEURE (ONLY APPLICABLE TO TSH)

- 12.1. This Clause 12 relates to a Force Majeure (as defined below) on the part of TSH UK and cannot be invoked by a Contracting Party and/or Guest.
- 12.2. The term force majeure includes, but is not limited to unforeseen events, wars, fires, explosions, accidents, floods, (IT) sabotage, (labour) strikes, lock-outs, compliance with laws, rules, regulations or resolutions, or total failure of machinery, apparatus or processes or any other cause whether or not stated above which make the performance of the Hotel Agreement reasonably impossible or unreasonably onerous for TSH UK (each a Force Majeure Event).
- 12.3. In case of a Force Majeure Event, TSH UK is entitled to suspend performance or terminate the Hotel Agreement.
- 12.4. TSH UK is not liable for any (delay) costs, losses, expenses, damages in any way incurred by the Contracting Party and/or Guest due to a Force Majeure Event.

## 13. FOUND PROPERTY



- 13.1. All property or goods found on the Hotel premises must be handed over to the reception desk of the Hotel.
- 13.2. After the Check-Out Date of a Guest, any personal belongings left in the room or any other area of the Hotel will not be kept and will be discarded or destroyed, unless by its appearance and/or value it is clear to anyone that it must be a lost item. In that case, TSH UK will store the item for a maximum of three (3) months, if reasonably possible. Where reasonably possible, TSH UK shall inform the Contracting Party about the lost item and will request if and how it will be retrieved by the Contracting Party.
- 13.3. The Contracting Party may request TSH UK to send such item(s) to the Contracting Party. TSH is not obliged to adhere to such request, but if it does, the Contracting Party shall bear the risk and costs of the shipping of such item. TSH UK may request the Contracting Party to pay these costs in advance. Lost items will not be returned in case of any outstanding fees.

#### 14. CHANGE, USE AND LETTING OF ROOMS

- 14.1. TSH UK is at all times entitled to transfer a Guest to a different room of a similar type for operational reasons.
- 14.2. Only the Guest(s) is/are permitted to make use of the relevant hotel room.
- 14.3. The Contracting Party and/or Guest is prohibited to let or otherwise grant others the right to use any room in the Hotel (including via Airbnb, Wimdu, etc.). In case of a breach of this Clause 14.3:
  - 14.3.1. the Contracting Party will, without prejudice to TSH UK's other rights and remedies available to it under the Hotel Agreement, pay to TSH UK liquidated damages of GBP 500 per day in respect of each day that the Contracting Party and/or Guest lets or otherwise grants any person the right to use a room in the Hotel. The above stated liquidated damages amounts may be deducted from the Deposit; and
  - 14.3.2. TSH may terminate the Hotel Agreement immediately by notice in writing. In such case, the payment obligation for the Hotel Agreement will continue unabridged for the remaining contract period.

## 15. ENTERING ROOMS AND VACANCY



- 15.1. The Guest does not have exclusive possession to the room. TSH UK' personnel may enter the room for cleaning purposes while the Guest is not present, unless agreed in writing otherwise.
- 15.2. The Contracting Party must inform or procure that the Guest informs TSH UK of any period during which a room will stay vacant for a period of five (5) days or more. In case a room stays vacant for a longer period, TSH UK needs to be able to enter a room (amongst others for legal reasons, such as health related regulations). The Contracting Party hereby agrees (where necessary, on behalf of the Guest) that TSH UK may enter the room in such situations, without the Guest being present or prior notice.
- 15.3. In addition to Clauses 15.1 and 15.2, TSH UK' staff, upon reasonable prior notice to the Guest, has the right to enter the room of a Guest in their presence for maintenance, security, and other legitimate reasons, including reasonable inspections.
- 15.4. In case of imminent danger or order from public authorities, TSH UK always has the right to enter a room without the Guest being present or prior notice.

#### 16. TSH BIKE

- 16.1. For Hotel Student Stay and Hotel Extended Stay Guests use of the TSH Bike sharing system is included in the Hotel Fee.
- 16.2. For all Hotel Stay Guests the TSH Bike sharing system is available against an additional payment, unless agreed in writing otherwise.
- 16.3. The use of TSH Bikes is subject to availability and acceptance of the TSH Bike sharing system's terms of use.

#### 17. DATA PROCESSING

- 17.1. The Contracting Party acknowledges that when making a Hotel Booking, TSH (in the capacity of a data controller) must process personal data.
- 17.2. The Contracting Party shall ensure all Guests have read and understood the TSH privacy statement by referring Guests to the TSH privacy statement before sharing any personal data. The TSH privacy statement is accessible at: https://www.thesocialhub.co/privacy-policy/.

## 18. APPLICABLE LAW AND VENUE



- 18.1. The Hotel Agreement, these Terms and Conditions, the House Rules as well as any additional agreement(s) entered into between TSH UK and the Contracting Party regarding the performance of Hotel Services shall be governed and construed in accordance with the laws of England and Wales.
- 18.2. Any disputes arising out of or relating to this Hotel Agreement shall be subject to the exclusive jurisdiction of the English Courts to which the Contracting Party and TSH UK irrevocably submit.

### 19. SEVERANCE

If any part of these Terms and Conditions is found to be illegal, invalid or unenforceable by any court with competent jurisdiction such illegality, invalidity or unenforceability shall not affect the other provisions of these Terms and Conditions, and such other provisions shall remain in full force and effect and not be affected in any other jurisdiction. TSH UK shall replace the invalid or non-binding part by one or more provisions that are valid and binding and the effect of which, given the contents and purpose of these Terms and Conditions, shall be, to the greatest extent possible, similar to that of the invalid or non-binding part.

## 20. PAYMENT & IDENTIFICATION

- 20.1. If the Hotel Booking is made with a credit card, the Guest must present the credit card used to make the Hotel Booking at check-in. If the Guest is unable to present the physical credit card or the name on the credit card does not match the name on the identification document presented by the Guest, TSH UK is entitled to cancel the Hotel Booking at its sole discretion, in which event any prepayment shall be forfeited by the Contracting Party.
- 20.2. In the event of a chargeback with respect to the Hotel Booking at any moment in time, the Guest and the Contracting Party are obliged to cooperate fully with the investigation of TSH UK and any other involved third party on the matter. The Guest and the Contracting Party shall in this regard in any event provide additional documentation or information upon first request of TSH UK.
- 20.3. The Contracting Party and the Guest acknowledge that any fraudulent activity, including but not limited to unauthorized bookings or invalid chargebacks, may result in the Guest and the Contracting Party being added to the internal blacklist of The Social Hub for an



- indefinite period of time. This will have the consequences that the Contracting Party and the Guest are no longer allowed to make a reservation at any hotel of The Social Hub.
- 20.4. TSH UK reserves the right to refuse payments originating from banks or financial institutions located in countries subject to international sanctions applicable to TSH UK. If a payment is received from a sanctioned jurisdiction, TSH UK may, at its sole discretion, reject the transaction and cancel any associated Hotel Booking. The Contracting Party and the Guest acknowledge that they are responsible for providing TSH UK with an alternative payment method within 24 hours to secure the Hotel Booking. Failure to do so may result in the cancellation of the Hotel Booking without refund. TSH UK shall not be liable for any inconvenience or financial loss resulting from payment refusals due to compliance with sanction regulations.



## Section 2: Specific Clauses for each type of booking

This section 2 includes <u>the specific Clauses</u> of these Terms and Conditions applicable <u>for each type of booking</u>, unless agreed otherwise in the Hotel Agreement between Contracting Party and TSH UK.

## A) HOTEL STAY

### A.1 BOOKING PROCESS

A Hotel Booking for a Hotel Stay, can be made online on the available Websites or directly with the reservations department of TSH UK (e.g., by telephone or email). The Hotel Agreement is concluded by the Contracting Party's acceptance of the TSH UK' offer, regardless of whether TSH makes this offer through a Website or via email, telephone or any other means of communication. In case of an oral agreement between TSH UK and the Contracting Party, such as a booking via telephone, TSH UK will provide the Contracting Party with a written confirmation of any such oral agreement (which includes by email).

## A.2 PAYMENT PROCEDURE

1.	Refundable Hotel Stay	The Hotel Fee shall be paid to TSH UK no later than 23:59 on the day prior to the Check-In Date, unless agreed in writing otherwise.
2.	Non-refundable Hotel Stay	The entire amount of the Hotel Fee shall be paid at the moment of booking the Hotel Stay.
3.	City Tax	Charged subject to the local municipality rules applicable to the Hotel.  The Contracting Party will pay the relevant City Tax for all Guests at the moment of check-in or at the moment of booking, depending on the booking conditions.
4.	Failure of payment in time	The Contracting Party will be subject to all related extrajudicial and pre-litigation costs, as well as all court costs, in accordance with applicable law.



5.	No fulfillment of (payment) obligation by	TSH UK has the right to retain any goods that
5.	Contracting Party	the Guest keeps in the Hotel.
	Commission costs	
6.	Commission costs	Commission costs incurred via online
		payments or other third-party bookers (for
		example, travel agencies) are not covered by
		TSH.
		TSH will not apply additional transaction
		charges for payments made by the
		Contracting Party or the Guest in the Hotel
		(at check-in, at check-out or during the stay).
		Note that credit card companies may
		apply separate charges/commission
		costs to the cardholder, for example in
		respect of foreign exchanges.
7.	Payments	In GBP.
8.	Payment options	TSH UK reserves the right to refuse payment
0.		by bank cheque, cash, giro acceptance form
		or other means of payment, or to attach
		conditions to their acceptance.
9.	Hotel Stay Group Booking	In case of a Group Booking for Hotel Stay,
9.		numbers 1. and 2. of this Clause A.2 will not
		apply and instead the payment procedure as
		set out in the Group Booking Agreement
		applies.
		The remaining numbers of this Clause A.2
		(numbers 3. – 8.) remain applicable.

# A.3 CANCELLATION/MODIFICATION PROCEDURE

1.	Refundable Hotel Booking	The following cancellation terms apply:
1.		- 1 day or more before Check-In Date -
		The Contracting Party is entitled to
		cancel the Hotel Booking until three



(3:00) p.m. local time on the day before the Check-In Date, without any charge. Any amount already paid will be refunded to the Contracting Party.

- 1 day or less before Check-In Date
and after Check-In Date ('early
leave') - From three (3:00) p.m. local
time on the day before the Check-In
Date, the Contracting Party's
cancellation will not result in any
refund and any unpaid Hotel Fees
remain payable in full.

The following modification terms apply:

- 1 day or more before Check-In Date –
   The Contracting Party is entitled to modify the Hotel Booking until three (3:00) p.m. local time on the day before the Check-In Date, depending on the modification a refund or surcharge will apply.
- 1 day or less before Check-In Date and after Check-In Date ('early leave')- From three (3:00) p.m. local time on the day before the Check-In Date. the Contracting Party's modification to shorten or downgrade the stay, will not result in any refund and any unpaid Hotel Fees remain payable in full. The Contracting Party's modification to lengthen or upgrade the stay is subject to availability and а surcharge may apply.



		Any cancellation or modification must be
		sent by written declaration to TSH UK (an
		email to reservations@thesocialhub.co will
		be sufficient) or the relevant travel agency.
2.	Non-refundable Hotel Booking	Cancellation or modification of the Hotel
2.		Booking by the Contracting Party will not
		result in any refund and any unpaid Hotel
		Fees remain payable in full.
		The Contracting Party must cancel or modify
		the Hotel booking by written declaration to
		TSH UK (an email to
		reservations@thesocialhub.co will be
		sufficient) or the relevant travel agency.
	Hotel Stay Group Booking	In case of a Hotel Stay Group Booking,
3.		numbers 1. and 2. of this Clause A.3 do not
		apply and instead the
		cancellation/modification procedure as set
		out in the Group Booking Agreement applies.

<u>Example 1</u>: a Refundable Hotel Stay with a Check-In Date on 1 September 2022, and a request to cancel on 31 August at 7pm, cannot be cancelled without cancellation fee. A cancellation fee equal to the full Hotel Stay will be payable.

<u>Example 2</u>: a Refundable Hotel Stay made with a Check-In Date on 15 May 2022, and a request to cancel on 14 May at 10am, can be cancelled without a cancellation fee.

<u>Example 3</u>: a Non-Refundable Hotel Stay made on with a Check-In Date on 8 June 2022, and a request to cancel on 6 June at 8pm, cannot be cancelled without cancellation fee. A cancellation fee equal to the full Hotel Stay will be payable.



## **B) HOTEL EXTENDED STAY**

### B.1 BOOKING PROCESS

A Hotel Booking for a Hotel Extended Stay can be made online on the available Websites or directly with the reservations department of TSH UK (e.g. by telephone or email). The Hotel Agreement is concluded by Contracting Party's acceptance of TSH UK' offer, regardless of whether TSH UK makes this offer through a Website or via email, telephone or any other means of communication. In case of an oral agreement between TSH UK and the Contracting Party, such as a booking via telephone, TSH UK will provide the Contracting Party with a written confirmation of any such oral agreement (which includes by email).

### **B.2 PAYMENT PROCEDURE**

1.	Refundable Hotel Extended Stay	The Hotel Fee shall be paid to TSH UK no later than
-		fourteen (14) days before the Check-In Date. Where
		the Guest is staying for longer than a period of one
		(1) month continuous at the Hotel, then the Hotel
		Fee shall be paid as follows, unless agreed in writing
		otherwise:
		(a) payment of the first month shall be paid no later
		than fourteen (14) days before the Check-In Date;
		and
		(b) payment of the following months, whether the
		Guest is staying at the Hotel for the full month or
		not, shall be paid no later than fourteen (14) days
		prior to the start of that calendar month.
	Non-refundable Hotel Extended	The entire amount of the Hotel Fee shall be paid at
2	Stay	the moment of booking the Hotel Extended Stay.
3	City Tax	Charged subject to the local municipality rules
		applicable to the Hotel.
		TSH UK to determine in its sole discretion when the
		Contracting Party will pay the relevant City Tax for
		all Guests:



	<ul> <li>at Check-In Date; or at the moment of booking, depending on the booking conditions; or</li> <li>monthly depending on the duration of the Hotel Booking.</li> </ul>
Refund of City Tax	Where applicable, if Guest provides sufficient evidence of his/her registration with the local municipality where the Hotel is situated, the Contracting Party (if not the same as that Guest) for that Guest will be refunded the City Tax for the period of time the Guest was registered with the relevant municipality.  Please note that Guests who stay for a period longer than four (4) months and who are not already registered with the local municipality are legally required to register with the local municipality.
Failure of payment in time 5	The Contracting Party will be subject to all related extrajudicial and pre-litigation costs, as well as all court costs, in accordance with applicable law.
No fulfillment of (payment) obligation by Contracting Party	TSH UK has the right to retain any goods that the Guest keeps in the Hotel.
7. Commission costs	Commission costs incurred via online payments or other third-party bookers (for example, travel agencies) are not covered by TSH.  TSH will not apply additional transaction charges for payments made by the Contracting Party or the Guest in the Hotel (at check-in, at check-out or during the stay).  Note that credit card companies may apply separate charges/commission costs to the cardholder, for example in respect of foreign exchanges.



8	Payments	In GBP.
9	Payment options	TSH UK reserves the right to refuse payment by bank cheque, cash, giro acceptance form or other means of payment, or to attach conditions to their
		acceptance.
10	Hotel Extended Stay Group Booking	In case of a Group Booking for Hotel Extended Stay, numbers 1. and 2. of this Clause B.2 will not apply and instead, the payment procedure as set out in
		the Group Booking Agreement applies: The remaining numbers of this Clause B.2 (numbers 3. – 9.) remain applicable.

# B.3 CANCELLATION/MODIFICATION PROCEDURE

4	Refundable Hotel Extended Stay	The following cancellation terms apply:
		• 14 days or more before Check-In Date - The
		Contracting Party is entitled to cancel the
		Hotel Extended Stay Booking until three
		(3:00) p.m. local time on the 14 <sup>th</sup> day before
		the Check-In Date, free of charge and
		amounts already paid will be refunded to the
		Contracting Party.
		• Less than 14 days before Check-In Date up
		to 1 day before Check-In Date - The
		Contracting Party is entitled to cancel the
		Hotel Extended Stay Booking between three
		(3:00) p.m. local time on the 14 <sup>th</sup> day before
		the Check-In Date and three (3:00) p.m. local
		time on the day before the Check-In Date,
		against payment of a cancellation fee equal
		to the Hotel Fee for the first fourteen (14)
		nights of the Hotel Extended Stay. The Guest
		is not allowed to stay in the room during the
		fourteen (14) night period.
		The following modification terms apply:



- 14 days or more before Check-In Date The
   Contracting Party is entitled to modify the
   Hotel Extended Stay Booking until three
   (3:00) p.m. local time on the 14<sup>th</sup> day before
   the Check-In Date. In case of a modification
   to lengthen or upgrade/downgrade the stay,
   subject to availability and a surcharge may
   apply.
- Less than 14 days before Check-In Date up to 1 day before Check-In Date - The Contracting Party is entitled to modify the Hotel Extended Stay Booking between three (3:00) p.m. local time on the 14<sup>th</sup> day before the Check-In Date and three (3:00) p.m. local time on the day before the Check-In Date, against a payment of a fee equal to the Hotel Fee for the first fourteen (14) nights of the Hotel Extended Stay. In case of a modification to lengthen or upgrade/downgrade the stay, subject to availability and a surcharge may apply.
- After Check-In Date ('early leave') The
   Contracting Party is entitled to modify, with
   a notice period of fourteen (14) nights or
   against a payment of a fee equal to the Hotel
   Fee for the fourteen (14) nights of the Hotel
   Extended Stay, unless the remainder of the
   Hotel Extended Stay is shorter than fourteen
   (14) days, in which case the Contracting
   Party must pay a cancellation fee equal to
   the remainder of the stay.

Any cancellation or modification must be sent by written declaration to TSH UK (an email to



		reservations@thesocialhub.co_will be sufficient) or
		the relevant travel agency.
2	Non-refundable Hotel Extended	Cancellation or modification of the Hotel Extended
	Stay	Stay by the Contracting Party will not result in any
		refund and any unpaid Hotel Fees remain payable in
		full.
		The Contracting Party must cancel the Hotel
		Extended Stay Booking by written declaration to
		TSH UK (an email to reservations@thesocialhub.co
		will be sufficient) or the relevant travel agency.
3	Hotel Extended Stay Group	In case of a Hotel Extended Stay Group Booking,
3	Booking	numbers 1. and 2. of this Clause B.3 will not apply and
		instead the cancellation/modification procedure as
		set out in the Group Booking Agreement applies.

<u>Example 1</u>: a Refundable Hotel Extended Stay reservation made with a Check-In Date on 20 July 2022 for 20 nights, and a request to cancel on 10 July 2022, cannot be cancelled without cancellation fee. A cancellation fee equal to the fist 14 nights of the stay will be payable.

Example 2: a Non-Refundable Hotel Extended Stay reservation made with a Check-In Date on 13 April 2022 for 40 nights, and a request to cancel on 26 March 2022, cannot be cancelled without cancellation fee. A cancellation fee equal to the full Hotel Extended Stay will be payable.

<u>Example 3</u>: a Refundable Hotel Extended Stay reservation made for 30 nights, and a request to shorten the stay to 23 nights after 12 nights from the moment of Check-In Date, cannot be shortened without cancellation fee. A cancellation fee equal to 3 nights (12 nights + 14 nights notice period = 26 nights - 23 nights stay = 3 nights cancellation fee) will be payable.

### B.4 MAXIMUM LENGTH OF STAY

An Extended Stay booking can be made for a maximum of twelve (12) months. The Extended Stay Guest is not allowed to stay at TSH UK for longer than 12 months. Only after the expiry of a period of twelve (12) months following the Check-Out Date, the Guest is allowed to stay at TSH UK again for twelve (12) months (continuous or accumulative).



In case a Guest intentionally stays in TSH UK longer than twelve (12) months (for example, by falsifying a document), the Contracting Party shall be liable for all damages incurred by TSH UK as a result thereof.

Example 1: An Guest that books a stay in TSH UK of twelve (!2) months cannot additionally book a stay of three (3) nights prior or after the stay period in TSH UK, since this will exceed the maximum length of stay of twelve (12) months. The Guest can stay in another Hotel.

Example 2: A Guest that stayed in TSH UK for twelve (12) months cannot six (6) months later book a stay for another twelve (12) months in that same Hotel. The Guest can stay in another Hotel.



### C) HOTEL STUDENT STAY

### C.1 BOOKING PROCESS

A Hotel Booking for a Hotel Student Stay can be made online on the available Website or directly with the reservations department of TSH UK (e.g. by telephone or email). The Hotel Agreement is concluded by Contracting Party's acceptance of TSH UK' offer, regardless of whether TSH UK makes this offer through a Website or via email, telephone or any other means of communication. In case of an oral agreement between TSH UK and the Contracting Party such as in case of booking via telephone, TSH UK will provide the Contracting Party with a written confirmation of any such oral agreement (which includes by email).

### C.2 ROOM INVENTORY CHECK PROCEDURE

#### Check-In room inventory check

In case of a Hotel Student Stay, the Contracting Party shall within forty-eight (48) hours after the Check-In Time perform a room inventory check or procure that the Student Guest performs this inventory check. Any missing elements or damaged items shall be indicated in writing to TSH UK within this time period of forty-eight (48) hours. If the Contracting Party is not the Student Guest, the written notification of missing items or damages can be made by the Student Guest on behalf of the Contracting Party and, in the absence of any written indication to the contrary issued by the Contracting Party within this period of forty-eight (48) hours, the notification made by the Student Guest will be deemed made on behalf of the Contracting Party. If no written notification of any missing elements or damaged items has been made to TSH UK by either the Student Guest or the Contracting Party within this period of forty-eight (48) hours starting at the Check-In Time, it shall be deemed that no such missing elements or damaged items exist, and neither the Student Guest nor the Contracting Party shall have the right to make further claims in this respect.

### Check-Out room inventory check

In case of a Hotel Student Stay, on the Check-Out Date but before the Check-Out Time, TSH UK and the Contracting Party or the Student Guest shall jointly perform a room inventory check. Any outstanding part of the Hotel Fee and/or outstanding amounts (including payments in relation to missing items and/or damages) due at any title by the Contracting Party will be deducted from the Deposit and can be claimed otherwise.

TSH UK shall repay the Deposit (or remainder thereof after a deduction pursuant to the preceding paragraph) to the Contracting Party upon Check-Out only after:



- Receiving evidence of either the Guest's deregistration from the municipality or evidence
  of their updated registration with the municipality (if applicable and/or upon request of
  TSH);
- the inventory form (i.e. describing the condition of your room) is complete; and
- The TSH Bike is returned undamaged and without any pending charges (if applicable).

TSH UK cannot process or return the Deposit until these three requirements (to the extent applicable) are fully complete. In the event that the requirement with respect to providing proof of deregistration or updated registration is applicable and is not evidenced within 6 (six) months after the Check-Out Date, the Deposit will no longer be refundable. Please note that failure to update your registration details in general may lead to an investigation by the municipality and potential fines.

The Deposit will be paid back to the account from which it was transferred to TSH UK. In the event that the Deposit repayment has failed because the bank account of the Contracting Party is no longer active, expired, is blocked, or for any other reason not working, TSH UK shall inform the Contracting Party, who shall promptly indicate another bank account to which the Deposit or remainder thereof can be repaid. TSH UK will deduct an administrative charge of £25 from the Deposit for making a new transfer.

### **C.3 PAYMENT PROCEDURE**

	Payments	Payment will occur through monthly instalments, to
18.		be paid before the 1 <sup>st</sup> of each month.
	Deposit	A Deposit equal to one (1) month of the Hotel Fee shall
2		be paid when booking the Hotel Student Stay.
		The purpose of the Deposit is to secure any and all
		TSH UK' claims against the Contracting Party and/or
		the Guest resulting from the Hotel Agreement or in
		connection with the stay of a Guest, in particular
		claims relating to payment of the Hotel Fee, including
		in case of cancellation, and damages culpably
		caused by the Guest during the term of the Hotel
		Agreement, notwithstanding any further claims
		which are expressly reserved. In case of renting a
		TSH Bike, the Deposit also serves as security to



		angura that the TCU Dike is returned undergood and
		ensure that the TSH Bike is returned undamaged and without any pending charges.
	Deduction from the Deposit in	Subject to applicable local rules, if an invoice of (an
3	case of late payment	instalment of) the Hotel Fee is not paid within four (4)
		weeks after the payment has become due, the
		amount of the unpaid invoice(s) may be deducted
		from the Deposit.
		This right is regardless of TSH UK' other rights
		including a termination of the Hotel Agreement in
		accordance with its terms.
		The Contracting Party will remain liable for the
		payment of any unpaid fees not covered by the
		amount of the Deposit. TSH UK will provide the
		Contracting Party with an invoice to this extent.
		Unless TSH UK cancels the Hotel Agreement, this
		invoice will also include the amount for a new Deposit
		equal to one (1) month of the Hotel Fee.
	Failure by Contracting Party of	TSH UK reserves the right to cancel the Hotel
4	payment obligation in time	Agreement. In such case, the payment obligation for
		the agreed term will continue unabridged and may
		also be subtracted from the Deposit.
	Increase of Hotel Fee	In case of an increase in VAT or any other taxes, TSH
5		UK has the right to increase the Hotel Fee.
		TSH UK will only increase the Hotel Fee as required to
		fully apply the then applicable tax rate(s).
6	Commission costs	Commission costs incurred via online payments or
		other third-party bookers (for example: travel
		agencies) are not covered by TSH.
		TSH will not apply additional transaction charges for
		payments made by the Contracting Party or the
		Guest in the Hotel (at check-in, at check-out or
1		during the stay).



		Note that credit card companies may apply separate charges/commission costs to the cardholder, for example in respect of foreign exchanges.
7	Hotel Student Stay Group Booking	In case of a Hotel Student Stay Group Booking, number 1. of this Clause C.3 will not apply and instead the payment procedure as set out in the Group Booking Agreement applies.
		The remaining numbers of this Clause C.3 (numbers 2. – 8.) remain applicable.

# C.4 CANCELLATION/MODIFICATION PROCEDURE

To exercise the cancellation, the Contracting Party needs to fill out the online form at: <a href="https://www.thesocialhub.co/form/cancellation/semester/">https://www.thesocialhub.co/form/cancellation/semester/</a>.

	Cancellation	Cancellation fee
	From moment of Check-In Date and	The Contracting Party is entitled to cancel the
1.	during the Hotel Student Stay	booking against payment of a cancellation fee
		equal to the Hotel Fee for three (3) months,
		unless the remaining period of the stay at the
		time of cancellation is shorter than three (3)
		months in which case the cancellation fee is
		equal to the Hotel Fee for the remaining period
		of the Hotel Student Stay. The Hotel Fee already
		paid for the month in which you cancel, will not
		be refunded.
		The cancellation fee does not allow you to stay
		in the room, after the date that is confirmed as
		the adjusted Check-Out Date. You have to
		check-out on the day against which you have
		confirmed to cancel your Hotel Student Stay.
		City Tax is due if the Hotel Student Stay is
		cancelled prior to the expiry of three (3) months
		after the Check-In Date.



	Cancellation	Cancellation fee
	14 days after the Hotel Student Stay is	The Contracting Party can cancel the booking
2.	confirmed and only if the cancellation	until three (3:00) p.m. on the 14 <sup>th</sup> day after
	request is submitted at least one (1)	receipt of the booking confirmation, free of
	calendar month before the Check-In	charge and amounts already paid will be
	Date	refunded to the Contracting Party, assuming
	Example: a Hotel Student Stay reservation	that the cancellation request is submitted at
	made on 2 August 2022 with a Check-In	least one (1) calendar month before the Check-
	Date on 1 September 2022 cannot be	In Date.
	cancelled without cancellation fee. A	
	cancellation fee equal to three (3) months	
	will be payable.	
	Example: a Hotel Student Stay reservation	
	made on 20 December 2021 with a Check-	
	In Date on or after 1 February 2022 can be	
	cancelled without a cancellation fee	
	becoming due by 3 January 2022 at the	
	latest.	
3.	Less than 1 month prior Check-In Date or	The Contracting Party is entitled to cancel the
Э.	more than 14 days after booking	booking against payment of a cancellation fee
	Less than one (1) month before the agreed	equal to the Hotel Fee for three (3) months,
	Check-In Date or more than 14 days after	unless the period of the stay at the time of
	making the Hotel Student Stay Booking.	cancellation is shorter than three (3) months in
	Example: a Hotel Student Stay reservation	which case the cancellation fee is equal to the
	made on 25 August 2022 with a Check-In	Hotel Fee for the remaining period of the Hotel
	Date on 1 September 2022 cannot be	Student Stay. Any Hotel Fee already paid for the
	cancelled without cancellation fee. A	month in which you cancel, will not be refunded.
	cancellation fee equal to three (3) months	The cancelation fee does not allow you to stay in
	will be payable.	the room.



	Cancellation	Cancellation fee
	Example: a Hotel Student Stay reservation made on 3 January 2022 with a Check-In Date on or after 1 February 2022 cannot be cancelled without cancellation fee. A cancellation fee equal to three (3) months will be payable.	
4.	Hotel Student Stay Group Booking	In case of a Hotel Student Stay Group Booking, numbers 1., 2., 3. and 4. of this Clause C.4 will not apply and instead the cancellation procedure as set out in the Group Booking Agreement applies.
5.	Take over (alternative for cancellation fee)	In order to prevent paying the cancellation fee, we offer an alternative option of a 'student take over'. These are the requirements of a 'student take over':  1. You'll need to find a student who will take over your Hotel Agreement under the same conditions (and who is also registered as a student at a university);  2. The 'student take over' can only start from the 1st of the month and we'll need at least 30 days to process the request (example: if all requirements are done before the 1st of May, the 'student take over' can be processed for the 1st of June); and



	Cancellation	Cancellation fee
		3. You'll need to pay an administrative fee of £350.
		In the event you opt for the 'student take over' option, we'll need the new student's full name, phone number and e-mail address before the end of the month. As soon as we have received the deposit from the new student, the 'student take over' is confirmed.
6.	Late arrival/early departure	A late arrival or early departure in the month of the Check-In Date or Check-Out Date by the Contracting Party will not result in any refund and any unpaid Hotel Fees remain payable in full.

## C.5 REGISTRATION REQUIREMENTS

Student Guests must be registered with a university or similar educational institution in the United Kingdom, which is recognized as such by the relevant government or competent authority, and they must be able to provide proof of such registration.