

BOOK MY DIGS

Contractor Accommodation Services

Client's T's & C's



1. Introduction

Book My Digs LTD is incorporated and registered in England and Wales (Company Number 126863420), with our registered office at C/O J L P Services Limited, 53 Basepoint Business Centre, Oakfield Close, Tewkesbury, England, GL20 8SD (hereafter referred to as "We," "Us," or "Our"). We operate the website www.bookmydigs.com (the "Website"). To contact us, please call our customer service team at 0333 404 9215 or email us at letsdoit@bookmydigs.com.

2. Agreement

- a. You, the Customer, wish to make a booking with an accommodation provider introduced by us (the "Host") for short-term accommodation for contractor workforces. We act as a disclosed agent on behalf of the Host. Your booking is directly between you and the Host, and we are not a party to it.
- b. Book My Digs acts solely as an intermediary and shall have no liability for any act, omission, or failure by the Host to perform its obligations under a booking.
- c. By confirming a booking, making any payment towards a booking, or permitting Guests to check-in, you acknowledge and agree to be bound by these Terms and Conditions. If you proceed with any aspect of a booking after receiving these Terms, such conduct shall constitute acceptance of the Terms on behalf of your organisation.
- d. Any attempt to introduce conflicting terms shall have no effect unless expressly agreed in writing by Book My Digs.
- e. In the event of any conflict between these Terms and any other document or communication, these Terms shall prevail unless expressly agreed in writing by Book My Digs.

3. Application of Terms

These Terms and Conditions ("Terms") apply to all bookings made with a Host using our Website or by any other means by our employees. The Terms shall apply to all bookings made by you as a client. We require all bookings to be made from corporate email addresses. If personal email addresses are used, please inform us prior to booking if you are acting as a consumer.

4. Booking Process

- a. We may receive your enquiry through our website, email, call, or text. Upon receiving your enquiry, we start the sourcing process.
- b. We will get back to you within reasonable time with a shortlist of available options.
- c. After you have selected a property to book, we may ask the host to hold the property for a limited time, which you'll be informed about, before we fully confirm the booking.
- d. We will confirm bookings with you and the host by issuing a confirmation email that sets out the agreed booking details. Upon booking confirmation, you are fully liable for all

charges relating to the confirmed booking(s), including any future bookings linked to the original enquiry. Bookings may be cancelled due to non-payment or late payments.

5. Payment Terms

- a. You are liable to pay the total price for all confirmed bookings, including service fees, taxes, bank charges, transaction fees, and any security deposit as detailed in Clause 7. Invoices will be issued for all confirmed bookings and must be paid by the due dates stated on each invoice.
- b. You will receive an invoice from us for all payments due, payable by bank transfer unless otherwise agreed. A 2% handling charge may apply for card payments.
- c. Where the payment is due at the time of booking, the booking will be confirmed with the host only after the payment's receipt. Any delay in the receipt of your payment could result in the loss of your accommodation. Where the payment is due in the future, payment must be made in accordance with the agreed payment schedule.
- d. Failure to pay any invoice by the due date will constitute a breach of these Terms and may result in cancellation of the booking by the Host; however, such cancellation will not release you from your obligation to pay all outstanding and future amounts owed for confirmed bookings in accordance with these Terms.
- e. Payment to the accommodation provider is strictly conditional upon Book My Digs receiving cleared funds from you for the relevant booking. Book My Digs shall have no obligation to provide or ensure the continuation of accommodation services where payment remains outstanding. If you fail to pay, partially pay, cancel, become insolvent, or dispute any part of the booking, all services and any related obligations may be suspended or terminated without releasing you from liability for all sums contractually due.

6. Non-Payment and Late Payment

- a. If payment is not made in full by the due date, the Host may cancel your booking without notice, and you may be liable for cancellation fees in line with the Host's cancellation policy.
- b. Non-payment does not release you from your liability to pay for all confirmed bookings.
- c. If you fail to make a payment by the due date, you will owe interest on the overdue amount at the rate of 4% per year above the Bank of England's base rate, accruing daily.
- d. You shall reimburse Book My Digs for all reasonable costs incurred in the recovery of overdue amounts, including legal fees and debt collection charges.

7. Security Deposits

We may require a security deposit unless otherwise has been agreed by us. This deposit will be held until 48 hours after check-out or longer if there are reports of loss or damage. You are liable for any loss or damage caused by you or your guests.

8. Cancellation Policy

- a. The cancellation policy provided with your booking will be effective immediately upon Booking Confirmation. All cancellation requests must be made via our email address.
- b. All refunds, if applicable, are made only to the extent that Book My Digs receives the corresponding refund from the Host. Book My Digs acts solely as a payment intermediary and has no financial obligation to refund any amount not recovered from the Host

9. Reporting Loss or Damage

- a. Hosts must report any loss or damage caused by you or your guests within 48 hours of check-out. Verified damages will be invoiced to you, payable within 7 days. We may issue invoices on behalf of the Host, and any amounts due must be paid directly to Book My Digs.
- b. You shall be liable for and indemnify Book My Digs and the Host against all losses, costs, claims, damages, and expenses arising from the actions, negligence, misconduct, or breach of these Terms by you or your guests.

10. Guest Numbers Discrepancy

If the number of Guests staying exceeds the number agreed in the booking, additional charges shall apply and the Host may remove unauthorised Guests.

11. Criminal Offences

If you or your guests are victims of a crime, you must report it to the police and obtain a crime reference number for any claims related to advanced protection.

12. Liability

- a. We are not responsible for any injury, illness, death, loss, damage, or expense arising from your stay in the Host's accommodation.
- b. Our total liability is limited to the commission earned for the booking in dispute. We shall have no liability to you for any indirect, special, or consequential loss, including but not limited to loss of profit, revenue, business interruption, or loss of opportunity.

13. Force Majeure

We will not be liable for any failure to perform obligations due to events beyond our control, including but not limited to natural disasters, pandemics, or government actions.

14. Personal Data

We may ask for your guest's contact information in case of emergencies. You must obtain permission from your guests to provide their personal data. We will process personal data in accordance with our Privacy Policy and applicable data protection laws.

15. Communication

- a. All correspondence must be directed to us, including any complaints regarding the accommodation, which should be reported within 24 hours of check-in or the occurrence of any issue.
- b. Book My Digs does not inspect, control, or manage the accommodation and is not responsible for remedying any issues reported.

16. Circumvention

You agree not to circumvent us by contacting Hosts directly for a period of 24 months following your last booking. Any breach may result in a fee equal to the commission we would have earned.

17. Termination

We reserve the right to terminate this Agreement and your access to our services if you abuse or harass our staff.

18. Responsibilities

- a. The Host is responsible for providing the accommodation as described in the proposal. While we strive to ensure accurate descriptions, we do not guarantee the accuracy of all information regarding the accommodation. Descriptions are provided by the Host and we do not verify their accuracy. You must raise any concerns before check-in.
- b. You and all guests must comply with the Host's house rules, check-in requirements, and safety procedures notified before or during the stay. Any breach may result in immediate removal from the property without refund and may incur additional charges for losses or disruption caused.
- c. If an accommodation becomes unavailable for reasons not caused by you or the guests, the Host shall, at their cost, provide relocation to accommodation of an equal or higher standard. Book My Digs' total liability in respect of relocation shall be limited to the value of the original booking for the affected nights only.

19. Health and Safety

You must ensure that you and your guests comply with all health and safety regulations applicable to the accommodation. Any issues regarding safety must be reported immediately.

20. Provision of Compliance Documents

- a. We may provide relevant compliance documents, such as Electrical Installation Condition Reports (EICR), Gas Safety Certificates, or insurance confirmations, to you upon formal request, to confirm the safety and suitability of the property. These documents will be provided in a redacted format or as summaries to protect the confidentiality of the supplier's personal data and contact details.

- b. You agree that these documents are for verification purposes only and must not be shared, reproduced, or used for any purpose other than evaluating the property's compliance. Any misuse or unauthorized dissemination of these documents will result in legal action and may result in the termination of your booking agreement.

21. Complaints and Disputes

- a. If you have a query or complaint regarding a Host or accommodation, please contact our customer service team. We will attempt to mediate the situation but are not liable for any outcomes.
- b. Any dispute must be reported within 24 hours of occurrence. The parties shall cooperate in good faith to resolve the issue. Book My Digs acts solely as an intermediary and is not responsible for the property condition or services provided by the Host. Failure to report promptly may limit available remedies.
- c. All disputes must be supported by reasonable evidence including photographs, communication logs, or written reports.

22. No Set-Off

You may not withhold, set off, or deduct any amounts from payments due to Book My Digs for any reason, including disputes regarding the accommodation.

23. Modifications

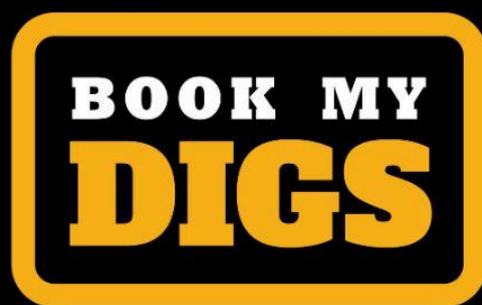
We reserve the right to modify these Terms at any time, with changes posted on our Website or sent to you via email.

24. Non-Transferability

You may not transfer or assign your booking or any rights under this Agreement without our prior written consent.

25. Governing Law

This Agreement shall be governed by the laws of England and Wales, with any disputes submitted to the exclusive jurisdiction of the courts of England and Wales.



Where are you working next?

0333 404 9215

www.bookmydigs.com

letsdoit@bookmydigs.com