

Refund Policy for Firm Luxury Stays

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At Firm Luxury Stays, we take pride in offering quality short-stay accommodations in Kilimani and Westlands. We understand that plans may change, and it is important to us that our guests feel confident when booking with us. This Refund Policy outlines the specific terms under which guests may be eligible for a refund and defines the procedures and expectations clearly. The policy contains 56 detailed points to ensure full transparency. Please read this document thoroughly before making a booking.

1. Purpose of the Refund Policy

This refund policy is designed to outline the conditions under which a refund may be granted to clients who cancel or modify their reservations with Firm Luxury Stays. It promotes fairness and clarity while protecting the operational integrity of our service. Refund conditions are categorized by timing, reason, payment method, and booking platform. The policy also includes procedures for submitting refund requests and processing timelines. By defining refund terms comprehensively, we aim to manage guest expectations, reduce misunderstandings, and uphold a high standard of hospitality.

2. General Refund Principle

Refunds are not automatic and are subject to our evaluation based on the timing and nature of the cancellation. Each case is assessed based on compliance with our policy and supporting documentation if required. Guests must ensure they fully understand this policy before confirming their booking. While we strive to be customer-centric, we also reserve the right to apply discretion where abuse or fraud is suspected.

3. Time-Based Eligibility

The amount refundable is heavily dependent on how early the cancellation request is made relative to the check-in date. Cancellations made more than 7 days in advance are eligible for up to 100% refund minus administrative costs. Those made within 48 to 72 hours before check-in may be eligible for a 50% refund. Cancellations within 48 hours are not eligible for a refund unless under exceptional, documented emergencies.

4. Refund Categories

Refund eligibility is classified under three broad categories: voluntary cancellation, forced cancellation (due to factors beyond the guest's control), and host-initiated cancellation. Each category has a different processing pathway and documentation requirements. Voluntary cancellations are evaluated differently from force majeure claims.

5. Booking Confirmation Terms

A booking is considered confirmed once payment is received and a confirmation message (via email, SMS, or WhatsApp) is sent. Any request for refund before confirmation is usually processed at 100% minus payment gateway charges.

6. Non-Refundable Bookings

Some discounted or promotional bookings may be clearly marked as non-refundable. Guests booking such packages must acknowledge they forfeit the right to any refund regardless of cancellation timing.

7. Partial Stay Refunds

If a guest chooses to shorten their stay after checking in, the remaining nights are generally non-refundable. However, in cases of verified emergencies, up to 30% of unused nights may be refunded upon evaluation.

8. Medical Emergencies

Guests who cancel due to medical emergencies must provide valid medical documentation. Approved claims may receive up to 80% refund if the documentation is submitted within 3 days of cancellation.

9. Bereavement Refunds

We are sympathetic to guests experiencing a death in the immediate family. A full refund may be granted upon provision of a valid death certificate or related documentation within 7 days of cancellation.

10. Force Majeure Conditions

Events such as natural disasters, political unrest, pandemics, and government-imposed travel restrictions may qualify for full or partial refunds. Each case is evaluated based on official advisories and documentation.

11. Payment Method Refund Timing

Refunds processed through mobile money are typically completed within 3–7 business days. Credit or debit card payments may take 7–21 business days depending on the issuing bank's policies.

12. Refund Fees and Deductions

Refunds are subject to a processing fee that covers administrative and payment gateway charges. This fee ranges from KES 300–1000 depending on the original booking amount and method of refund.

13. Change of Date Policy

Guests may request to reschedule their booking instead of canceling. If approved, the refund policy will be waived for the original date, but subsequent cancellation may forfeit the right to a refund.

14. Incorrect Bookings

If a booking error occurs due to the guest's mistake (wrong dates, number of guests), a partial refund may be offered only if notification is made within 2 hours of booking.

15. Duplicate Transactions

In the event of accidental duplicate payments, we will fully refund the excess amount upon verification. The guest must provide supporting screenshots and transaction references.

16. No-Show Refunds

If a guest fails to check in on the scheduled date without prior notice, the booking will be treated as a no-show. In such cases, no refund will be issued. No-shows prevent us from offering the apartment to other guests, resulting in lost revenue. We encourage guests to communicate delays or cancellations as early as possible.

17. Refunds for Overcharges

If a guest is overcharged due to a system error or human mistake during payment processing, we will refund the overcharged amount promptly. Such cases must be reported within 7 days of the transaction and will be verified against our payment logs.

18. Refunds for Service Interruptions

If there is a major utility outage (water, electricity, internet) lasting over 24 consecutive hours, guests may be eligible for partial refunds proportional to the inconvenience experienced. Such cases will be reviewed on an individual basis.

19. Refund for Booking Platform Errors

If a booking made through a third-party platform (e.g., Airbnb, Booking.com) is incorrectly recorded due to platform failure, we will coordinate with the platform for resolution. Refunds are subject to the terms of the third-party platform.

20. Refund for Non-Compliance with Advertised Features

If an apartment significantly deviates from what was advertised (e.g., missing amenities), guests may request a partial refund after submitting clear evidence (photos, videos). Complaints must be made within the first 12 hours of check-in.

21. Early Departure by Guest

Guests who choose to leave early will not be entitled to a refund for unused nights unless under emergency conditions that can be proven. Approval of such cases is at our discretion.

22. Refund Review Timeline

All refund requests are reviewed within 5 business days. We will communicate the decision, request further information if needed, and proceed with refund processing upon approval.

23. Refund Notification

Once approved, guests will be notified via email or SMS about the refund amount, applicable deductions, and expected processing time. A tracking reference will be provided.

24. Refund Processing Timeframe

Standard refund timelines vary depending on the method of payment. For mobile money transactions, expect refunds within 3–5 business days. Card payments may take between 7–21 business days, while bank transfers are typically processed within 5–10 business days.

25. Refund Status Tracking

Guests wishing to know the status of their refund can contact our support team. All inquiries will be addressed within 24–48 business hours with a detailed update.

26. Refund Currency

All refunds will be processed in the same currency used during payment. Firm Luxury Stays is not liable for any losses due to foreign exchange rate fluctuations. Payments made in USD or other currencies may reflect minor discrepancies.

27. Refund for Accommodation Transfer Refusal

If a guest declines an alternative apartment provided due to emergencies or maintenance, and chooses to cancel, a full refund minus one night's fee (to cover lost revenue) may apply.

28. Refund for Poor Cleanliness

Guests who encounter unacceptable cleanliness upon arrival and reject a complimentary re-cleaning may be eligible for a partial refund of up to 30%. Valid photographic evidence is required to support the claim.

29. Refunds for Pest or Health Concerns

In cases of pest infestation or health risks that seriously affect comfort, guests may be eligible for up to a 100% refund, provided the issue is reported within 6 hours of check-in with proper documentation.

30. Refunds for Staff Misconduct

We uphold high standards for guest treatment. Verified cases of staff misconduct may result in partial or full refunds depending on the gravity of the incident. All reports are handled with strict confidentiality.

31. Refund Due to Construction or Noise

If undisclosed construction or disruptive noise significantly affects a guest's stay, a partial refund may be granted. Evaluation will depend on noise levels, length of disturbance, and its effect on comfort. Guests may be asked to submit video or audio evidence. We will first attempt relocation when possible.

32. Refund for Maintenance Downtime

For scheduled maintenance (like plumbing or painting) causing more than four hours of disruption, a refund of up to 25% per affected day may be approved. Unscheduled maintenance resulting in major inconvenience may lead to increased refund eligibility.

33. Refund for Inaccessible Property

Should a guest be unable to access the property due to staff delays, faulty keypads, or incorrect instructions for over two hours, a refund for the first night or relocation to a similar unit will be arranged. Immediate proof of the issue is necessary.

34. Refund After Double Booking

In rare situations where two guests are confirmed for the same apartment, priority will go to the guest who confirmed first. The other guest will receive a full refund or be relocated. Guests who accept the alternative unit waive rights to additional claims.

35. Refunds for Amenities Failure

When critical amenities like internet, air conditioning, hot water, or TV fail and cannot be repaired within 12 hours, guests may qualify for a refund of up to 20% per affected day. Refund amounts depend on the importance of the amenity and how long it was unavailable.

36. Refund for Overbooking by Staff

In cases where our staff overbook a unit and cannot provide an equivalent alternative, a full refund will be processed within 24 hours. Guests may also receive compensation in the form of a future discount voucher.

37. Refund for Wrong Property Allocation

If a guest is checked into a different unit than originally booked, the difference in rate will be refunded. If the new unit lacks certain advertised features, a partial refund ranging between 15% and 30% may be offered.

38. Refund for Credit Expiry

Credits given for future stays remain valid for 12 months from the issue date. Expired credits are non-refundable and cannot be reissued. Guests are encouraged to redeem them within the validity period.

39. Refund Disputes

Guests who wish to contest a refund decision may submit an appeal with supporting documents within 7 days of receiving the decision. Appeals are reviewed by senior management, and their determination is final unless legal proceedings follow.

40. Refund Policy Awareness

By confirming a booking, guests acknowledge they have read and accepted this refund policy. Refund claims based on lack of awareness will not be considered.

41. Group Booking Refund Terms

For group bookings (three or more units), cancellations must be made a minimum of 14 days in advance to qualify for a refund. A separate tiered policy based on the number of units applies to group refunds.

42. Event Cancellation Refunds

Guests whose bookings are tied to an event that later gets canceled (e.g., a wedding or conference) must present proof of the cancellation to be eligible for a partial refund.

43. Refund for Appliance Failure

If kitchen appliances such as fridges, cookers, or microwaves fail and cannot be repaired or replaced within 24 hours, partial refunds between 5–20% per affected day may be issued.

44. Refund for Parking Unavailability

When a parking space was advertised and confirmed but is unavailable, guests may submit valid receipts to receive a refund for the cost incurred parking elsewhere.

45. Refund for Unlisted Fees

If a guest is billed for charges not disclosed during the booking process (e.g., unexpected cleaning fees), they are entitled to a full refund of those fees. The issue must be reported within 3 business days.

46. Refund Due to Health & Safety Violations

Any unit found to violate health or safety standards—such as exposed wires or unsanitary conditions—entitles the guest to a full refund upon provision of evidence. Our team will promptly investigate and verify the situation.

47. Refund for Check-in Delays by Staff

If a guest experiences a delay in checking in due to staff issues exceeding two hours past the agreed time, a refund of up to 50% of the first night may be issued depending on inconvenience.

48. Refund for Guest Misrepresentation

Guests who misrepresent booking intent or breach house rules (e.g., exceeding occupancy limits, false identity) and are evicted will not be refunded for unused nights.

49. Refund for Duplicate Guest Cancellations

In cases where a guest submits multiple cancellation requests, only the latest valid one will be considered, and only one refund will be processed based on that timeline.

50. Refund for Payment Processing Failures

If a guest's payment is deducted but not captured due to technical issues, a full refund will be processed or a penalty-free rebooking option will be offered.

51. Refunds for Host Cancellation

If Firm Luxury Stays cancels a booking for unavoidable reasons, guests will receive a full refund plus a 10% voucher as compensation for future bookings.

52. Refund for Long-Term Stay Termination

Guests on stays longer than 14 days who wish to end their stay early must give at least 72 hours' notice. Refunds will be calculated for the remaining days after deducting an early termination fee equal to two nights' stay.

53. Refunds for Miscommunication Errors

If updates or changes requested by the guest are not implemented due to staff error, and this causes inconvenience, guests may be eligible for partial refunds or credit towards future stays.

54. Refund for False Advertising by Partners

If a third-party partner misrepresents our listings or services and the guest provides proof, a full or partial refund will be processed and the matter will be escalated to the responsible partner.

55. Final Refund Decision Authority

All final decisions regarding refunds lie with Firm Luxury Stays management. Each case is reviewed thoroughly, and decisions are made with fairness and supporting documentation.

56. Policy Revisions

This policy may be amended from time to time. All updates will be made available on our official website with clear revision dates. Guests are encouraged to check for updates before confirming a booking.