

## **Terms and Conditions for Firm Luxury Stays**

**Last Updated: July 15, 2025**

Welcome to Firm Luxury Stays, operating under <https://firmluxegroup.co.ke>. These Terms and Conditions govern the use of our website, services, and short-stay accommodations in Kilimani and Kiambu. Please read the following 45 terms carefully before using our services. By accessing or using our website or making a booking, you agree to abide by these Terms and Conditions in full.

### **1. Acceptance of Terms**

By accessing our website or using our services, you confirm that you have read, understood, and agreed to these Terms and Conditions. If you do not agree, please refrain from using our services.

### **2. Jurisdiction**

These Terms and Conditions shall be governed and interpreted in accordance with the laws of the Republic of Kenya. Any disputes arising out of or relating to these terms shall be resolved in Kenyan courts, and by using our service, you consent to the exclusive jurisdiction of the courts in the Republic of Kenya.

### **3. Eligibility**

To use our services, you must be at least 18 years old and possess the legal authority to enter into a binding agreement. By booking with us, you warrant that you meet these requirements.

### **4. Use of Website**

Users are granted a limited, non-exclusive, non-transferable license to access and use the website for personal and non-commercial purposes. Any unauthorized use, including commercial reproduction, modification, or resale, is strictly prohibited.

### **5. Account Creation and Security**

Some features may require account creation. Users are responsible for maintaining the confidentiality of their login credentials. Firm Luxury Stays is not liable for losses arising from unauthorized use of your account.

### **6. Bookings and Reservations**

Bookings can be made via our website, phone, or email. Each reservation is subject to

availability and confirmation. A booking is not complete until payment is received and a confirmation email is sent to the customer.

**7. Payment Terms**

All payments must be made in Kenyan Shillings unless otherwise agreed. Accepted payment methods include mobile money, debit/credit cards, or bank transfers. Full payment is typically required before check-in.

**8. Cancellation Policy**

Cancellations must be submitted in writing or via our official communication channels. Refunds are subject to the time of cancellation. A full refund is only available if cancellation occurs 48 hours before check-in.

**9. Check-in and Check-out Policy**

Check-in time is from 2:00 PM, and check-out time is by 11:00 AM. Early check-in or late check-out must be pre-approved and may incur extra charges.

**10. Guest Responsibilities**

Guests must respect property rules, including noise levels, occupancy limits, and cleanliness. Damages or violations may result in additional charges or eviction.

**11. Prohibited Activities**

Illegal activities, subletting, parties, or commercial photography are strictly prohibited in our accommodations. Violation may lead to cancellation without refund and potential legal action.

**12. Occupancy Limits**

Each apartment has a maximum number of allowed guests. Exceeding these limits without prior authorization is a breach of our terms and may result in eviction.

**13. Pet Policy**

Pets are not allowed unless explicitly permitted during booking. Unauthorized pets may result in cleaning fees or cancellation of the stay.

**14. Smoking Policy**

Smoking is not allowed in any indoor areas of our apartments. A cleaning fee will be charged for any violations.

**15. Damage and Incident Reporting**

Guests are required to report any damages or incidents immediately. Failure to report may result in additional charges.

**16. Privacy and Data Usage**

By using our services, you agree to our Privacy Policy. We collect and use data to enhance service delivery and may contact you for feedback or marketing purposes.

**17. Marketing Communications**

You may opt-in to receive promotional content. You may unsubscribe at any time via the provided links or by contacting us directly.

**18. Force Majeure**

Firm Luxury Stays is not liable for failure to perform due to circumstances beyond our control, such as natural disasters, pandemics, or government restrictions.

**19. Third-Party Services**

We may use third-party providers for payment processing, cleaning, or digital tools. We are not liable for their acts or omissions.

**20. Website Availability**

We strive to maintain continuous access to our website. However, we reserve the right to suspend or terminate access for maintenance, upgrades, or technical issues.

**21. User Conduct on Website**

Users must not upload malicious code, spam, or engage in unlawful activities. We reserve the right to terminate access for misuse.

**22. Intellectual Property**

All website content, including logos, images, and text, is the property of Firm Luxury Stays. You may not copy, modify, or distribute our content without permission.

**23. Amendments to Terms**

We reserve the right to amend these Terms and Conditions at any time. Changes will be posted on our website and become effective immediately.

**24. Feedback and Reviews**

User-submitted feedback may be used for promotional purposes. By submitting a review, you grant us permission to display it on our platforms.

**25. Limitation of Liability**

We are not responsible for any indirect, incidental, or consequential damages resulting from the use of our services.

**26. Indemnification**

You agree to indemnify and hold harmless Firm Luxury Stays and its affiliates from any claims, damages, or liabilities arising from your misuse of the services.

**27. Insurance and Valuables**

Guests are responsible for their personal belongings. We recommend securing personal travel insurance as we are not liable for lost or stolen items.

**28. Communication Policy**

We may contact you via email, SMS, or phone regarding your reservation, support needs, or promotional materials.

**29. Security Surveillance**

Common areas may be under CCTV surveillance for safety purposes. No surveillance occurs in private areas such as bedrooms or bathrooms.

**30. Cleaning and Housekeeping**

Housekeeping is provided before and after your stay. Extra cleaning during your stay is available upon request at a fee.

**31. Utility Services**

We aim to ensure uninterrupted access to water, electricity, and internet, but disruptions may occur and will be resolved promptly.

**32. Lost and Found**

Items left behind are stored for a maximum of 14 days. Shipping or retrieval costs are borne by the guest.

**33. Booking Fraud Prevention**

We reserve the right to cancel suspicious bookings. Identity verification may be required to protect both parties.

**34. Dispute Resolution**

We aim to resolve disputes amicably. If unresolved, the matter shall be referred to arbitration or litigation in the Republic of Kenya.

**35. Applicable Taxes**

Prices shown include applicable taxes unless stated otherwise. Guests are responsible for any additional tax obligations required by law.

**36. No Agency Relationship**

Nothing in these Terms creates a partnership, agency, or employment relationship between the user and Firm Luxury Stays.

**37. Severability Clause**

If any provision of these Terms is found invalid, the rest shall remain enforceable and in full effect.

**38. Waiver**

Our failure to enforce any provision shall not be construed as a waiver of that provision or the right to enforce it in the future.

**39. Emergency Contacts**

Guests will be provided with emergency contact numbers for medical or safety concerns during their stay.

**40. Changes in Accommodation**

If the booked apartment becomes unavailable, we will offer alternative accommodation of similar value or issue a full refund.

**41. Guest Behavior**

We reserve the right to refuse service to any guest whose behavior is disruptive, dangerous, or disrespectful to staff or other guests.

**42. Environmental Responsibility**

We encourage guests to use water and electricity responsibly and support our eco-friendly initiatives wherever possible.

**43. Accessibility**

We strive to provide accessible accommodations. Please inform us in advance of any special requirements.

**44. Governing Law**

These Terms are governed by the laws of the Republic of Kenya. All legal matters will be handled in accordance with Kenyan legislation.

**45. Entire Agreement**

These Terms and Conditions, together with our Privacy Policy and any other legal notices published on our site, constitute the entire agreement between you and Firm Luxury Stays concerning the use of our services. They supersede any prior agreements, understandings, or representations, whether oral or written. If any provision of these Terms is found to be invalid by a court, the remaining provisions shall continue in full force and effect.