

costay

PREMIUM LIVING EXPERIENCE

Terms and Conditions

Rental, Utilities and Deposits

1. I agree that the mode of payment shall be by monthly basis and is due seven (7) days from 'Commencement Date' in this form.
2. I agree that should monthly rental payment is not made, the Operator has the right to evict tenant within seven (7) days from due date.
3. I agree that payment must be accompanied by bank slip and submitted to our Google Form for record purpose.
4. I agree that in the event of any material damage caused directly/indirectly by me or unpaid Electrical bill the Operator has the right to make appropriate deductions to rental and utility deposit (also known as Deposits collectively).
5. I agree that electricity cost shall be included in the rental rate except for usage of air conditioning. The cost of electricity for air conditioning shall be borne by each tenant in the apartment in accordance to the rate determined by the Operator per KWH.
6. I agree that usage air-conditioning bill shall be shared and determined separately as per meter installed in each tenant's room. The rate shall be 51.60 cents/Kwh. The payment for air-conditioning usage shall be billed during the tenancy as determined by the Operator and shall be cleared within 14 days of receipt of invoice.
7. I agree that rental rate shall be paid according to the room allocated/moved in as agreed by Tenant instead of room chosen on the application form. For eg: Deluxe Room (RM550.00/month) is selected in application form. However, only Balcony Room (RM700.00/month) is available. The rental rate payable shall be RM700.00 upon Tenant's move in. In the event of any dispute, Tenants are given a choice to move out within the 30 days trial period with full refund of deposit, however rental rate of RM700.00 still applies.
8. COSTAY reserves the right, at its discretion, to change, modify, add, or remove any applicable taxes in connection with your use of our accommodation services in compliance with any changes in any Laws of Malaysia regardless of whether such Laws came into force or were operative prior to or after the date of submission of this form.
9. In the event of Service Tax (SST) or similar tax is levied or imposed at any time by the Appropriate Authority in relation to the taxable supply as defined by the relevant legislation which may include rent ("Taxable Supply"), the tenant shall pay to COSTAY the additional amount equivalent to the SST payable on the Taxable Supply.
10. In the event, the tenant fails to pay the SST imposed at the time of payment, COSTAY shall be entitled to appropriate from the rent paid for SST payment. And it shall be deemed the tenant has failed to pay the full amount of the rent payable

House Rules and Code of Conduct

1. No dogs or any other animal shall be kept in the room.
2. Loud music is not allowed at any time in the apartment.
3. Personal belongings have to be kept in the room at all times.
4. The common area such as kitchen, yard and toilet shall be kept clean and tidy.
5. No shoes or personal belongings shall be placed in the common room.
6. Smoking in form of cigarette or electronic cigarette vaping is strictly prohibited.
7. Make sure all grilled door and main door are locked when leaving the apartment.
8. Shared kitchen must be cleaned immediately after cooking. Keep all kitchen bar, table car, induction cooker and other appliances clean.
9. Waste must be removed daily and packed tidily before disposal in the refuse room.
10. Wash basin and bathroom must be cleaned after use.
11. Toilet must be kept clean all the time.
12. Treat the accommodation as your own house.
13. Respect other tenants' privacy
14. Treat your neighbours with consideration.
15. Water and electricity when not in use should be turned/switched off immediately.
16. The last person leaving the room is responsible to ensure that all taps are turned off and all lights/electrical appliances are switched off to ensure there is no wastage and to avoid fire hazards.
17. For safety reasons burning of candles/incense sticks/ or mosquito coils without a cover is strictly prohibited.
18. Residents must at all times conduct themselves in a manner which is not offensive and/ of nuisance and must respect the well being of the neighboring community.
19. At all times, tenants are not allowed to bring visitors/friends for overnight stay.
20. Tenants are not allowed to have more than two (2) persons staying in the apartment room
21. Room & valuables are to be kept locked at all times. The Operator will not hold/accept responsibility for the loss or damage to any personal belongings left unattended.

22. No sexual harassment/inappropriate content spoken/sent through communication channels issuing threats to other Residents in the apartment.

23. Access cards are not transferable and strictly to be used by the registered occupant only and to return keys and access card upon expiry of rental.

24. Charges for replacement of Lift Access Control card/keys/misplace of keys due to negligence which requires the Operator to open the door/failure to return keys is RM50.00.

25. Residents are strictly prohibited from smoking, gambling, consuming illegal drugs and doing or participating in any illegal, unlawful or immoral activities anywhere in the Accommodation, including room, toilet, hall or common area.

26. COSTAY shall not be responsible for any losses due to theft/burglary/break ins/any crime. However, COSTAY shall provide basic security features such as grill door and grill to common area. Residents shall at all times be vigilant and lock all doors whenever residents leave the apartment. Whenever residents have received the keys to their room, it shall be deemed that COSTAY has provided and Residents have accepted that the apartment/room conditions are safe and secure.

27. Any defects shall be highlighted to COSTAY whenever possible via www.costay.my/support. However, COSTAY shall not be responsible for damages caused by such defects to residents' personal belongings. Residents shall at all times be responsible for the safety of their own personal belongings.

Termination

1. In the event the termination is within the one (1) month trial period, no refund (except security deposit and utilities deposit) shall be given for days not stayed. Upon completion of one (1) month trial, a minimum contract of three (3) months shall be imposed.

2. Upon expiry of contract as per 'Duration of Stay', refund of deposit and utilities deposit shall be within 30 days less damages to furniture if any, pending electricity bills, rental in arrears and any other associated cost deemed chargeable to the tenant. Deposits shall not at any time be used in payment of the monthly rent due at any time without the prior written consent from the Operator.

3. During the contract period as per 'Duration of Your Stay' in this form, one (1) month notice must be given and served. Termination Notice shall be in writing and addressed to the Operator.

4. Upon completion of three (3) months minimum contract, one (1) month notice must be given and served in the event of termination by tenant. Should there be no one (1) month notice from tenant, the Operator reserves the right to charge an additional one (1) month from the date of Termination notice by deduction of 'Deposits'

5. I agree that the Operator shall have the right to terminate the accommodation service contract with immediate effect should there be any breach of house rules and/or misdemeanour in which the Operator deems to have disturbed the welfare, peace of mind and safety of the other tenants. The Operator shall have the right to relocate, terminate tenant's with one (1) month's notice with/without valid reason as deemed necessary by the Operator at the Operator's discretion.

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6. I agree that the Operator shall have the right to terminate the accommodation service contract with immediate effect if I disregard the security and rules of the accommodation, untimely payment of services.

7. Official termination must be given at www.costay.my/termination in the event of termination. All other forms of communication are not valid for termination.

8. I agree that requests for cancellation or premature termination of the tenancy after payment of deposit and/or prior to check in will result in forfeiture of security deposit paid.

Other Terms and Condition

1. I agree that the 'Special Request' Section is subject to the Operator's discretion and room availability.

2. I declare that all information given by me is complete, accurate and true. Any information given falsely or withheld will affect my application and/or agreement.

3. I agree that all applications are processed on a first-come, first-served basis.

4. I agree that the Operator reserves the right to change/amend any of the conditions stated where deemed necessary.

5. The Operator at any time, and at the Operator's sole discretion, modify these Terms and Conditions with or without notice.

6. Any such modification will be effective immediately upon public posting. Your continued accommodation and stay with COSTAY constitutes your acceptance of these modified Terms which shall be posted on <http://www.costay.my/announcements>.

7. Costay reserves the right to charge for any tax imposed by the Government of Malaysia