

## BOOKING FORM

Name of Guest: .....

Address: .....

Nationality: ..... Passport Number: .....

Telephone:- Daytime: ..... Fax Number: .....

Evening: ..... E-Mail: .....

**Cancellation:**

Cancellation within 21 days of the date of arrival is subject to a cancellation charge of three days rental (at the prevailing daily rate) plus VAT or for bookings in excess of two weeks a week's, cancellation charge (at the prevailing weekly rate) plus VAT. Cancellation more than 21 days before date of arrival - no cancellation charge – see clause 6 of terms and conditions for further details.

Weekly Rental: .....

Type of accommodation: ..... Adults: ..... Children: .....

Date of Arrival: ..... Date of Departure: .....

Full Payment: ..... plus VAT

**PLEASE PROVIDE THE FOLLOWING INFORMATION:**

Arriving at HEATHROW/GATWICK/STANSTED

Flight arrival time: ..... Airport departing from: .....

Sofa bed required: YES/NO \* ..... Airline/Flight number: .....

\*There is an additional charge for these services, please contact us for the latest prices.

If the airport pickup service is not required, please advise estimated arrival time at The Apartments

I declare that I am over 18 years of age. I have read the Booking Conditions and agreed to be bound by them and they are deemed to be incorporated in this Booking Form as if set out in full. Please note that this booking form is subject to acceptance by 'The Apartments', and will not be effective (and no contract will be formed) until we issue a booking confirmation accordingly.

I wish to secure my booking using a VISA/Mastercard/Amex and I confirm I am the authorised user on the card detailed below and that is in my name:

Card Number: ..... Expiry date: .....

Security code (found on reverse of card): .....

Billing Address: .....

\*\* Please ensure that the expiry date is valid for at least 30 days after the date of departure.

And I authorise you to debit my account with the Full Payment and any additional sums to which your Company is entitled under the Booking Conditions.

I accept that all credit card payments are subject to a 3% (Amex 4%) surcharge.

Signature (The Guest) signing for himself and each and every adult member of his party. The guest has authority to sign this form and enter into this contract on behalf of all such persons.

'The Apartments' is the trading name of Panorama Property Services Ltd. For further details of our apartments and services please contact the address below or visit our website, [www.theapartments.co.uk](http://www.theapartments.co.uk)

# TERMS & CONDITIONS

## BOOKING CONDITIONS

"The Apartments" is a trading name of Panorama Property Services Ltd. An accepted Booking Form forms a binding Contract between the Guest and Panorama Property Services Ltd, which at all times incorporates these Booking Conditions.

### 1. Definitions

1.1 The definitions and rules of interpretation in this clause apply in this Contract.

1.1.1 **Apartment** means the accommodation booked by the Guest under the Contract and includes all the furniture, fittings and effects in or on the same;

1.1.2 **Booking Confirmation** means the written confirmation of the booking which shall be sent by the Company to the Guest where a signed and completed Booking Form is received from a Guest, together with satisfactory credit card details from the Guest and is accepted by the Company;

1.1.3 **Booking Form** means the Company's standard booking form incorporating these Booking Conditions, to be completed and signed by the Guest and subject at all times subject to acceptance by the Company;

1.1.4 **Cancellation Charge** means:

- (a) three days rental (at the prevailing daily rate) plus VAT, where the stay is of two weeks or less;
- (b) one weeks rental (at the prevailing weekly apartment rate) plus VAT, where the stay is in excess of two weeks.

1.1.5 **Company** means Panorama Property Services Ltd (Company Registered No. 2810583), which may be referred to by its trading name of "The Apartments".

1.1.6 **Full Payment** means the entire cost of the full duration of the Guest's proposed stay in an Apartment as stated on an agreed Booking Form.

1.1.7 **Guest** means each and every adult member of the party;

1.1.8 **Price List** means the Company's price list for the Apartment and services from time to time, as provided to the Guest either via the Company's website at [www.theapartments.co.uk](http://www.theapartments.co.uk) or otherwise;

1.1.9 **Visitor** means any other person aside from the Guest who the Guest directly or indirectly authorises to enter the Apartment.

1.1.10 **Working Hours** means between 9.00 a.m. and 5.00p.m Monday to Friday (inclusive) excluding bank holidays.

### 2. Reservation and Booking

2.1 A binding contract between the Guest and the Company is created, subject to these Booking Conditions, by issuance of a Booking Confirmation by the Company following receipt of an accepted Booking Form from the Guest.

2.2 If the Guest consists of more than one adult, the obligations which the "Guest" undertakes pursuant to this Contract are enforced against them all jointly or against each individually. The Guest signing the Contract confirms that he has authority to sign on behalf of all Guests in relation to relevant booking.

2.3 A reservation is not confirmed (and no Contract is formed) until a Booking Confirmation is issued.

2.4 Credit card details are required for all apartments to confirm a reservation and as a deposit against telephone, cable upgrades, laundry and other miscellaneous charges incurred during the Guest's stay. For a stay longer than twenty-one (21) days, a week's security deposit is also required.

### 3. Types of Accommodation

3.1 The Company shall provide an Apartment of the type specified in the Booking Form. Neither the Company nor its employees or agents is able to accept bookings for a specific building or a specific flat in a building. The Company shall endeavour to provide any specific accommodation requested in writing by the Guest but it cannot guarantee such accommodation will be available for the dates requested.

3.2 The Company reserves the right to vary the accommodation specified in a Booking Confirmation provided that the alternative accommodation is in the Company's reasonable opinion of an equivalent standard to that reserved. The alternative accommodation may be in a different but similar location.

### 4. Charges and Additional Charges

4.1 The Company shall charge and the Guest shall pay the amounts specified in the Price List.

4.2 In the following circumstances, the Company may levy and the Guest shall pay additional charges:

4.2.1 where a sofa bed or fold out bed is required a linen charge will apply, as specified in the Price List. Please advise when making the booking as supply is limited.

4.2.2 Cots and high chairs can be provided at no additional charge. However, please advise when making the booking as supply is limited.

4.2.3 A basic cable and broadband internet connection is available provided at no additional charge. However, the company will not be responsible for any unavailability, failure or breakdown of this service. Should you wish to upgrade any of these services, (for example adding premium movie channels), the minimum upgrade price will be charged in full. Please see your apartment folder for more information.

4.2.4 Airport transfers are available from all major airports. These will be subject to additional charges which may be payable direct to the transportation company. Please contact the Company office for details and prices.

4.2.5 In addition to many apartments having their own washer/dryers, a comprehensive personal laundry and dry cleaning service is available. Please contact the Company office for more details and pricing information.

4.2.6 Telephone services are currently provided by GOTALK and guests requiring the use of a telephone will be required to set up an account, using a valid credit card in order to access them. The Company may charge details of telephone services and its service provider from time to time. Please see your apartment folder for the most up-to-date details and any conditions that may apply.

4.2.7 Should a Guest lock themselves out of their apartment a call out fee (out of hours) will be applied to their account as may be specified in the Price List. Where a guest has left the keys in the lock, locksmith charges will also be apply in addition to the charges stated in the Price List.

4.2.8 Guests are provided with two sets of keys at the beginning of their stay. If two sets are not returned the Company reserves the right to charge a fee for each missing set as stated in the Price List.

4.2.9 For each additional maid and linen service requested, a charge as set out in the Price List will be made. Should an additional towel or linen change be requested a charge in accordance with the Price List will apply.

4.3 All charges (including additional charges) are subject to payment of any applicable VAT in addition, which shall be charged at the prevailing rate (currently 17.5%). VAT Registration No. 626 4507 42.

### 5. Payment

5.1 The Guest must pay Full Payment no later than the date of arrival before occupying the Apartment. Failure to pay the Full Payment by this date will constitute cancellation of the booking by the Guest and the cancellation charges set out in Clause 6 will apply.

5.2 The Company reserves the right to charge on the Guest's credit card for any loss sustained by the Company due to the Guest's acts, omissions, negligence, damage caused, laundry, telephone bills, satellite charges or other expenses incurred by the Guest and not paid for prior to, on, or after the date of departure.

5.3 Payment must be made in sterling and payment by credit card attracts a surcharge (Visa or Mastercard: 3% surcharge, Amex: 4% surcharge).

5.4 Prices are subject to change without prior notice, though we will not change prices for the Apartment once a Booking Confirmation has been issued.

5.5 Where no alternative payment method has been expressly requested by the Guest and agreed by the Company, the Company will charge the credit card supplied on the Booking Form for the Full Payment within the 21-day period prior to the Guest's anticipated arrival. The Company will not be obliged to refund these charges should an alternative payment be requested upon arrival.

### 6. Cancellation or Alterations by the Guest:

6.1 Any cancellation by the Guest, for whatever reason, must be made in writing, fax, or email to the Company at the address stated at the bottom of the Booking Form.

6.2 The following cancellation charges apply where the Guest cancels for any reason:

6.2.1 if cancellation takes place more than 21 days before the date of arrival, no Cancellation Charge will be levied;

6.2.2 if cancellation takes place within the 21-day period prior to the Guest's anticipated arrival, a Cancellation Charge will be charged and taken from the Guest's credit card account and/or deducted from any deposit.

Please refer to Clause 1.1.4 above for details of how the Cancellation Charge will be calculated.

6.3 The Company uses reasonable efforts to try to accommodate changes to the booking at the Guest's request where possible. If this change is agreed before the Guest's arrival, a revised Booking Confirmation will be issued. However, the Company does not guarantee that it will be able to accommodate changes once a Booking Confirmation has been issued.

### 7. Extending Stays

7.1 The Guest should note when reserving the Apartment for a specific period that it may not automatically be available for a further period, as it may be pre-booked for another guest. If an extension is required, the Guest should contact the Company as early as possible and the Company will use reasonable endeavours to secure an extension or to find another Apartment for the Guest to move to at the end of his original stay, but this will not be guaranteed.

### 8. Cancellation by the Company

8.1 In the unlikely event (and where the Guest is not in breach of the Booking Conditions) that it is necessary for the Company to cancel the Booking, the Company will refund in full all monies paid by the Guest for those days that the Guest is not in occupation of the accommodation.

### 9. Arrival and Departure

9.1 Unless otherwise stated on the Booking Form, the normal time of occupation is after 2.00 p.m. on the date of arrival, and the accommodation must be vacated by 10.00 a.m. on the date of departure.

9.2 The Guest must make contact with the Company no later than 48 hours before the date of arrival to finalise all arrival details.

9.3 The Housekeeper employed by the Company is available only during Working Hours. Outside Working Hours, suitable arrangements need to be made by the Guest with the Company for the safe collection of the key to the Apartment. It is the Guest's responsibility to make these arrangements.

9.4 The airport pickup service is strongly recommended for arrivals outside of Working Hours as the office is closed. On bank holidays, the pickup service imposes an additional charge and you should check all charges in advance. Should your flight or baggage be delayed please note that excess charges may be applied. If the pickup service has been ordered and you fail to meet the driver at the airport, then you will be charged for the full cost of the transfer, including parking and waiting time.

### 10. Bedding Arrangements

10.1 The Guest must ensure that the bedding supplied in the Apartment is suitable for the use of the Guest and any Visitor. Bedrooms, in all cases, have only a five foot double bed. An extra bed or cot may be available free of charge, subject to a modest charge to cover the costs of the extra laundry.

### 11. Conduct of Guests

11.1 The Guest must keep the Apartment in the same condition as at the start of the booking and must leave the Apartment in the same state of cleanliness and general order in which it was found. The Company will be entitled to make an additional charge to the Guest if extra cleaning is made necessary as a result of the Guest failing to comply with this condition.

11.2 The Guest will be responsible for all damage to the Apartment during occupation and is also responsible for paying appropriate compensation to the Company if, due to such damage, the Apartment cannot immediately be occupied.

11.3 Pets are not permitted.

11.4 Where the Guest abuses the Apartment and/or displays rude or offensive behaviour towards the Company or other occupants of the building, the Company will be entitled to terminate the booking and Clause 11.7 shall apply.

11.5 The Company will be entitled to terminate the Contract (and Clause 11.7 shall apply), if the Guest commits any illegal activity or, in the reasonable opinion of the Company, the behaviour of the Guest or any Visitor amounts to:

- 11.5.1 immoral activity;
- 11.5.2 interference with the construction or arrangement of the Apartment;
- 11.5.3 interference with neighbors due to electrical-audio equipment, musical instrument, or any sound-emitting device being played in such a manner as to be audible outside the Apartment at any time;
- 11.5.4 behaviour which could expose the Company to liabilities against any third party or to criminal liability.

11.6 The number of persons using the Apartment must not exceed the maximum number stated on the Booking Form (including all Guests and Visitors). The Company is entitled to terminate the Contract and ask the Guest to leave if this condition is broken. This will be treated as a termination due to the Guest's repudiatory breach of the Contract and Clause 11.7 shall apply.

11.7 In circumstances where it is stated that this Clause 11.7 will apply (being termination by the Company for conduct of the Guest), the Company will be entitled to terminate the Contract without refund of any monies paid in advance and enforce of a Cancellation Charge (where applicable) to ensure that at minimum the Full Payment (plus any additional charges due) is received by the Company. This is without prejudice to any additional rights or remedies the Company may have.

### 12. Limitation of Liabilities

#### THE GUEST'S ATTENTION IS PARTICULARLY DRAWN TO THE PROVISIONS OF THIS CONDITION

12.1 This Clause 12 sets out the entire financial liability of the Company (including any liability for the acts or omissions of its employees, agents and sub-contractors) to the Guest in respect of:

- 12.1.1 any breach of this Contract;
- 12.1.2 any use made by the Guest of the Apartment; and
- 12.1.3 any representation, statement or tortious act or omission (including negligence) arising under or in connection with this Contract.

12.2 Nothing in these Booking Conditions limits or excludes the liability of the Company:

- 12.2.1 for death or personal injury resulting from negligence;
- 12.2.2 as a result of fraud or fraudulent misrepresentation; or
- 12.2.3 for any liability incurred by the Guest as a result of any breach by the Company of the condition as to title or the warranty as to quiet possession implied by section 2 of the Supply of Goods and Services Act 1982 (if applicable).

12.3 If the Guest is contracting in its capacity as a business, all warranties, conditions and other terms implied by statute or common law are, to the fullest extent permitted by law, excluded from this Contract. The Guest's statutory rights as a consumer are unaffected.

12.4 Subject to Clause 12.4 above:

12.4.1 the Company shall not be liable, whether in tort (including for negligence or breach of statutory duty), contract, misrepresentation or otherwise howsoever for punitive loss, loss of profits, loss of data, loss of goodwill, wasted expenditure, anticipated savings or any indirect, special or consequential losses; and

12.4.2 the Company's total liability in contract, tort (including negligence or breach of statutory duty), misrepresentation, restitution or otherwise arising in connection with the performance or contemplated performance of this Contract shall be limited to 200% of the applicable Cancellation Charge.

12.5 This Contract is made for the benefit of the parties to it and (where applicable) their successors and permitted assigns and is not intended to benefit, or be enforceable by, anyone else.

### 13. Brochure Information

13.1 The information contained in the Company's brochure, website and any other printed or other publicity material handed or to be handed to the Guest is believed to be accurate. Whilst the Company takes reasonable steps to ensure this accuracy, it shall not be liable for any loss, damage, cost or expense arising either directly or indirectly from errors or omissions contained in such material.

13.2 The Company's employees, agents or representatives (including any travel agents and tour operators) are not authorised to make any representations concerning the Apartment, unless such representations are confirmed by the Company in writing. In entering into the Contract, the Guest acknowledges that it does not rely on, and waives any claim for breach of, any such representations which are not so confirmed.

### 14. Force Majeure

14.1 The Company shall have no liability to the Guest under this Contract if it is prevented from or delayed in performing its obligations under this Contract or from carrying on its business by acts, events, omissions or accidents beyond its reasonable control, including strikes, lock-outs or other industrial disputes (whether involving the workforce of the Company or any other party), failure of a utility service or transport network, act of God, war, riot, civil commotion, malicious damage, compliance with any law or governmental order, rule, regulation or direction, accident, fire, flood, storm or default of Company's sub-contractors.

### 15. Access

15.1 The Company or their authorised representative will be allowed access to the Apartment at any reasonable time during the booking.

### 16. General

16.1 These Conditions shall be read and construed without reference to their clause headings, which are included for convenience only. They should be read and construed in accordance with the laws of England and the English courts have exclusive jurisdiction over any disputes. No tenancy of the Apartment is deemed to be granted or shall arise under these Booking Conditions.

16.2 No waiver by the Company of any breach of the Contract by the Guest shall be considered as a waiver of any subsequent breach of the same or any other provision. The Company shall not be deemed to have waived performance of any obligation by the Guest under this Contract unless it has expressly waived such performance in writing.

16.3 If any provision of the Contract is held by any competent authority to be invalid or unenforceable in whole or in part the validity of the other provisions of the Contract and the remainder of the provision in question shall not be affected thereby.

16.4 All rights and remedies provided under the Contract are cumulative.

'The Apartments' is the trading name of Panorama Property Services Ltd. For further details of our apartments and services please contact the address below or visit our website, [www.theapartments.co.uk](http://www.theapartments.co.uk)

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