

The APARTMENTS BY Prestige

BOOKING TERMS AND CONDITIONS

"The Apartments by Prestige" is a trading name of Prestige Landlord Services Ltd. A binding Contract between the Guest and Prestige Landlord Services Ltd is formed when Prestige Landlord Services Ltd accepts a Booking Form by issuance of a Booking Confirmation.

The Contract between the Guest and the Company will consist of these Booking Terms and Conditions, the Booking Form accepted by the Company, the Credit Card Authorisation Form and the Booking Confirmation.

THE GUEST'S ATTENTION IS PARTICULARLY DRAWN TO THE PROVISIONS OF CLAUSES 2.1 (when a contract is formed); 3.2 (right to offer substitute accommodation); 1.1.5, 5.3 and 6.2 (cancellation charges); 12 (limitation of the Company's liability); in 12.6 (recommendation that the Guest obtain contents insurance); and 16 (recommendation that the Guest keep printed records of documents).

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, which may be subject to change in accordance with clause 3.2 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 Terms and Conditions, to be completed and signed by the Guest and subject at all times subject to acceptance by the Company;

1.1.4 **Booking Period** means the Guest's period of stay at the Apartment from the Date of Arrival to the Date of Departure as set out in the Booking Form and confirmed by the Booking Confirmation;

1.1.5 **Cancellation Charge** means: either (i) Full Payment plus VAT; or (ii) up to three weeks rental of the Apartment (at the prevailing weekly rate) plus VAT in line with the cancellation policy; whichever is the lower;

1.1.6 **Company means** Prestige Landlord Services Ltd (Company Registered No. 10909202), which may be referred to by its trading name of "The Apartments by Prestige";

1.1.7 **Date of Arrival** means the date of the Guest's arrival at the Apartment as set out in the Booking Form;

1.1.8 **Date of Departure** means the date of the Guest's departure from the Apartment as set out in the Booking Form;

1.1.9 **Extra Cost Charges** means the Company's price list for damaged or missing items or any extra services;

1.1.10 **Full Payment** means the entire cost of the Guest's proposed stay in an Apartment for the Booking Period as stated on an agreed Booking Form;

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

1.1.12 **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 or otherwise;

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

1.1.14 **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 Terms and 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 can be 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. If the Booking Period is 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 Apartment 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 for the Apartment confirmed in the Booking Confirmation, which shall be calculated in accordance with the Price List.

4.2 The Company may levy and the Guest shall pay additional charges, if the Guest requests additional services. Details of such additional charges are set out in the Booking Form, Credit Card Authorisation Form, Extra Cost Charges and the Price List.

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 20%).

5. Payment

5.1 The Guest authorises the Company to use the card details provided on the Booking Form to pay a deposit of 50% of the Full Payment amount on issue of the Booking Confirmation and the remaining 50% at least 14 days before the Date of Arrival if:

5.1.1 the Booking Period is for 7 nights or longer; **and**

5.1.2 the Booking Confirmation is issued more than 14 days before the Date of Arrival.

5.2 The Guest authorises the Company to use the card details provided on the Booking Form to take Full Payment on issue of the Booking Confirmation if:

5.2.1 the Booking Period is for 6 nights or less; **or**

5.2.2 the Booking Confirmation is issued within 14 days of the Date of Arrival.

5.2.3 the Booking Confirmation is issued using a Pay Now rate which is charged at the point of the booking.

5.3 Failure to pay the Full Payment in accordance with clause 5.1 or 5.2 (as applicable) will constitute cancellation of the booking by the Guest and the cancellation charges set out in Clause 6 will apply.

5.4 The Company reserves the right to charge on the Guest's credit card for any items missing from the Apartment at the end of the Booking Period, any loss sustained by the Company due to the Guest's acts, omissions, negligence, damage caused, and 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.

5.5 Payment must be made in sterling.

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

5.7 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 in accordance with the time periods in clause 5.1 or 5.2 (as applicable). 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 before or during their stay:

6.2.1 If the Booking Period is for a period of up to 6 nights the Guest must provide 48 hours notice of cancellation to avoid Cancellation Charges equal to 3 nights rental of The Apartment (at the prevailing nightly rate) plus VAT.

6.2.2 If the Booking Period is for a period of 7 nights up to 27 nights the Guest must provide 7 days notice of cancellation to avoid Cancellation Charges equal to 7 nights rental of The Apartment (at the prevailing weekly rate) plus VAT.

6.2.3 If the Booking Period is for a period of 28 nights up to 89 nights the Guest must provide 14 days notice of cancellation to avoid Cancellation Charges equal to 14 nights rental of The Apartment (at the prevailing weekly rate) plus VAT.

6.2.4 If the Booking Period is for a period of more than 90 nights the Guest must provide 21 days notice of cancellation to avoid Cancellation Charges equal to 21 nights rental of The Apartment (at the prevailing weekly rate) plus VAT.

6.2.5 In the event of a no-show the Cancellation Charge will be charged and taken from the Guest's credit card account and/or deducted from any deposit.

6.2.6 If a special or reduced rate has been agreed with the Guest in return for waiving their cancellation charges ('Pay Now Rates') the Company reserves the right to charge for the full Booking Period if the Guest cancels the booking even if notice is given within the time frames specified above.

6.2.7 In addition to the above charges if a special or reduced rate has been agreed for Booking Period of over 60 nights the Company reserves the right to charge the full rate as per the Price List which will be back dated to the start of the booking if the Guest cancels the booking even if notice is given within the time frames specified above.

Please refer to Clause 1.1.5 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 Date of 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.

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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 the Booking Period, 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 Terms and 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 Apartment.

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 Apartments is suitable for the use of the Guest and any Visitor. Bedrooms, in all cases, have only a double bed.

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

11. Conduct of Guests

11.1 The Guest must keep the Apartment in the same condition as at the start of the Booking Period and must leave the Apartment in the same state of cleanliness and general order in which it was found on the Date of Arrival. 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 in the Apartment unless by prior agreement and are subject to our pet policy.

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 the 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

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 or negligent performance of this Contract;

12.1.2 any use made by the Guest of the Apartment and damage to or loss of the Guest's property; 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 Terms and Conditions limits or excludes the liability of the Company:

12.2.1 for death or personal injury resulting from its 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 12.2 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.

12.6 The Company will not be liable for any loss of or damage to property suffered by the Guest or by any third party which is due to events beyond the Company's control (such as theft, burglary or malicious acts of third parties). It is the Guest's obligation to comply with security procedures for the Apartment (as described in the welcome folder presented to the Guest) and to maintain good security practice. In addition, the Guest is strongly recommended to put in place its own contents insurance to protect property kept at the Apartment during the Booking Period.

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 if it is prevented from or delayed in performing its obligations under this Contract or from carrying on its business or in any way otherwise by or in respect of 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, default of Company's sub-contractors, theft, burglary or malicious acts of third parties.

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 Booking Terms and Conditions shall be read and construed without reference to their clause headings, which are included for convenience only.

16.2 These Booking Terms and Conditions and any dispute or claim arising out of or in connection with them or their subject matter or formation (including non-contractual disputes or claims), will be governed by English law. If you are a consumer you agree to the non-exclusive jurisdiction of the courts of England and if you agree to these terms in a business capacity you agree to the exclusive jurisdiction of the courts of England.

16.3 No tenancy of the Apartment is deemed to be granted or shall arise under these Booking Terms and Conditions.

16.4 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.

16.5 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.

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

16.7 This Contract is made in the English language only.

16.8 The Company will keep its own internal record of Booking Confirmations issued to its customers. However, Guests are advised to keep their own printed copies of the Booking Form you have submitted to the Company, these Booking Terms and Conditions and the Booking Confirmation received from the Company for their own records.