BOOKING TERMS AND CONDITIONS

1. Definitions

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

1.1.1 “Apartment” means The Apartments by Prestige 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.

1.1.2 “Booking” means the Company’s price list for damaged or missing items and means the date of the Guest’s arrival at the Apartment as set out in the Booking Form.

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. 16990032), 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 weekly 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 contained 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:

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:

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.

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

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, 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 3 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 the 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 request of the Guest, provided that the 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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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’s sub-contractors, theft, burglary or malicious acts of third parties. It is the Guest’s responsibility to make these arrangements.

11.5 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.

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 booking and Clause 11.7 shall apply.

11.7 Any breach or negligent performance of this Contract;

11.8 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. On 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. Extending Stays
11.1 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.

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