

## **No. 8 WATERLOO STREET**

### **SERVICED APARTMENTS**

#### **Terms & Conditions**

##### **Definitions**

The following expressions shall bear the following meanings:

**"Additional Charges"** shall mean the costs charged for matters contained in Clause 3 and Clause 7.10 - 7.14 below

**"Additional Payments"** shall mean the costs incurred for any extended period of stay over and above the number of nights made in the original Booking

**"Apartment"** shall mean the apartment booked by the Booker or the Guest, details of which category are shown on the website and identified in the confirmation paperwork

**"Apartment Inventory"** shall mean the list of all items being the contents contained within the Apartment

**"Apartment Manager"** shall mean the Manager who shall be living within the Building and who is available in person between the hours of 10am and 6pm and at all other times either they or another member of staff who are available by contacting the emergency number provided to the Guest

**"Booker"** shall mean the person making the Booking either on behalf of themselves or on behalf of the Guest whose details shall be provided in the Booking Information and for the purposes of these Terms and Conditions the Booker and the Guest are jointly and severally liable

**"Booking"** shall mean the booking requested by the Booker or the Guest and confirmed by the Company in the Confirmation

**"Booking Information"** shall mean the information required from the Booker about the Guest to make the Booking including, but not limited to, the Guest's full names, valid permanent residential address, valid credit or debit card details, mobile number, passport number, photo ID and email address

**"Booking Process"** shall mean the booking process carried out by the Company to include receipt of the Booking Information and the satisfactory completion of the Identification and Security Checks of the Guest

**"Building"** shall mean No.8 Waterloo Street Serviced Apartments 8 Waterloo Street Birmingham B2 5PG

**"Company"** shall mean Rustic Pine Developments Limited (Company Registration Number: 03007911) whose registered office is at 72 Fielding Road Chiswick W4 1DB

**"Confirmation"** shall mean the confirmation of the Booking sent by the Company to the Booker and / or Guest following completion of the Booking Process

**"Contents"** shall mean the contents of the Apartment to include, but not limited to, furniture, furnishings, ornaments, pictures, accessories, appliances, kitchen utensils and consumables, as scheduled in the Apartment Inventory

**"Extra Guests"** shall mean any extra person in the Apartment that is not booked in the Booking Information to stay over night

**"Final Cost of Stay"** shall mean the final cost for the Stay including the Total Booking Cost together with any Liability

**"Guest"** shall mean the person(s) authorised to stay in the Apartment during the Stay, being the Principal Guest together with any other Permitted Guests and whose details shall be provided in the Booking Information

**"Identity and Security Checks"** shall mean such checks as the Company may from time to time deem necessary to ensure the validity of the Booking Information

**"Invoice"** means the paperwork sent by the Company to the Booker confirming the Total Booking Cost

**"Liability"** shall mean the total amount for which the Guest is liable in respect of any Breach of the Terms and Conditions and any Additional Charges

**"Permitted Guests"** shall mean such number of guests due to stay in the Apartment as shall have been notified to the Company by the Booker as part of the Booking Information and subject to the maximum number of persons permitted to stay in the Apartment as set out in these Terms and Conditions

**"Pre-authorisation"** shall mean the pre-authorisation of the Booker's or Guest's credit card for the amount of Security/Damage Deposit. A Security/Damage Deposit may be taken at the time of Booking.

**"Security/Damage Deposit"** shall mean a deposit to cover any Additional Charges, including, but not limited to, breakages, damages and additional cleaning incurred during the Guest's Stay for the Apartment in the Booking. The amount will be confirmed to the Booker during the Booking Process

**"Site"** shall mean the website [www.8waterloostreet.co.uk](http://www.8waterloostreet.co.uk)

**"Stay"** shall mean the Guest's stay in the Apartment being the number of nights made in the Booking

**"Total Booking Cost"** shall mean the total amount payable for the Apartment for the Stay (this does not include any Additional Charges which may be payable)

These conditions govern all bookings made (whether through website, email, telephone or other means) with any booking agencies used for or on behalf of the Company. The Booker and Guest accept these conditions on behalf of the Permitted Guests. In addition, by visiting or using our website the Booker/Guest agrees to comply with the Site Terms and these booking conditions.

## 1. BOOKING

1.1. Any Booking made by the Booker shall be deemed to be an offer by the Booker to purchase the relevant Apartment arrangements, subject to these Terms and Conditions. A contract between the Booker and the Company shall only come into existence upon completion by the Company of the Booking Process and Confirmation of the Booking has been sent to the Booker

1.2. If booking by telephone, internet or other, once the payment details of the Booker have been accepted and this has been confirmed verbally or by email to the email address supplied to the Company. It is the Booker's responsibility to ensure this is the correct email address.

1.3. The Company reserves the right to refuse, at its sole discretion, any Booking the Booker makes with the Company. It is the responsibility of the Booker to notify the Company at the time of the Booking of the names of the Guest and the Permitted Guests and any relevant information relating to age or disabilities.

1.4. At No.8 Waterloo Street apartments, non-corporate Bookings will not be accepted from any paying guests under the age of 24. Proof of identification and date of birth may be required upon request or at check-in. Should proof of identification and date of birth not be presented on request, the Company reserves the right to cancel the Booking.

1.5. The Booker should check the Booking Information carefully before booking as incorrect or incomplete details may result in the Booking being cancelled. Passport, visa and health requirements for the Guest are the Booker's responsibility. It is also the responsibility of the Booker to ensure that the Guest has appropriate travel insurance cover in place and insurance cover for loss or damage to personal property during the Guest's stay.

1.6. To confirm the Booking the Company requires a completed booking form or a completed booking link via the internet. Telephone bookings are valid only when the Company has accepted the Booking in writing or by email and has taken payment in full.

## **2. PAYMENTS**

2.1. Payment of the Total Booking Cost is required at the time of Booking, unless otherwise agreed in writing

2.2. Payment should be made either through the Company Site or through the following methods of payment:

i. Bookings made by Diners Club and American Express Card (Amex) will incur a transaction fee of 3% of the total payable.

ii. Bookings made by Visa Credit Card and MasterCard will incur a transaction fee of 1% of the total payable.

iii. Visa Debit Card or Maestro/Solo. There is no transaction fee

iv. Bank Transfer (BACS) There is no transaction fee

2.3. As soon as the Confirmation and Invoice are received, please check these

carefully. If anything is not correct the Booker should inform the Company immediately. However, the Company cannot accept any liability if not notified of any inaccuracy in any documentation within 48 hours of it being sent out. If there is an obvious error in the Confirmation or Invoice, the Company reserves the right to correct it as soon as it becomes aware of the error and will do so within 7 days of issue of the Confirmation and Invoice or, if the Guest's arrival date is within 7 days of booking, no later than 24 hours before the Guest's arrival date.

#### **2.4. PRE-AUTHORISATION**

Where applicable, the company will take the Pre-Authorisation payment of £350.00 prior to the Guest's Stay and shall release the Security/Damage Deposit following check-out provided there is no Liability or Additional Charges. This is not a charge but a pending transaction

Following check out by the Guest, the Company shall ensure that the Final Cost of Stay is sent to the Booker. In the event that any Liability is due to be paid, the Booker authorises the Company to take such amount directly from the credit card used in the Booking Information for the payment of the Total Booking Cost.

In the event that the Company is unable to take payment for any Liability from such card the Booker shall make payment of the Liability upon written demand of such Liability. Failure to make such payment fully within seven days of the demand being sent shall render the Booker liable to interest on the amount of the Liability at the rate of six per cent over the Bank of England base rate and to possible court proceedings being taken against the Booker. Please see section **12.B ANTI-SOCIAL BEHAVIOUR**

### **3. ADDITIONAL CHARGES**

#### **3.1. CLEANING**

The Company expects the Apartment to be left in a reasonable state on departure. If, at the Company's discretion, additional cleaning is required on departure, the cost of this cleaning will be charged as an Additional Charge. When the duration of the Stay is in excess of 28 days, a discretionary final cleaning charge of up to £125 may be charged. If the Apartment is deemed unfit for occupation due to damage caused during a Guest Stay, the Booker will be obliged to pay compensation to the Company for loss of revenues in addition to the costs of cleaning and repair.

In addition to the above, please see the No Smoking policy in Clause 7.11 below

#### **3.2. DAMAGES**

Damages to the Apartment or Contents caused by the Guest, or Contents missing from the Apartment must be paid in full by the Booker. In the event of any breakages or damages discovered after the Guest vacates, the Company will notify the Booker by e-mail within 1 week of the Guest's departure, providing a detailed breakdown of the Applicable Charges and the cost of rectifying them. Photographic evidence may also be supplied, and any damage caused will be charged at the Company's discretion. Inventories can be provided at the beginning and at the end of the Stay if required.

### **3.3. CALL OUTS**

3.3.1 If the emergency calls out number is used to call-out the Apartment Manager between the hours of 10pm and 6am for any purpose other than an emergency; the Company reserves the right to charge a call out fee of £125.

3.3.2 If a call out is necessary due to a nuisance or disturbance between the hours of 10pm and 6am the Company reserves the right to charge a call out fee of £250.00.

The Company reserves the right to vary Additional Charges without notice.

### **4. APARTMENT RATES**

The rates the Company advertise are to the best of the Company's knowledge correct at the date of publication, but the Company reserves the right to change any rates from time to time. Rates quoted are based on the rates prevailing at the time a booking is confirmed. Once a booking has been confirmed the Company will not change the rate quoted unless the Booker amends the Booking. VAT is charged at the rate in force at the time of the Booking.

### **5. BROADBAND**

Broadband is available in all apartment locations. Where broadband is offered, the Company will make every effort to ensure that the service is available at all times, but the Company cannot guarantee any internet or broadband connection availability. If there is a fault which is deemed by the Company to be associated with the user's hardware or software, no support will be available. Use of the internet is on the understanding that under no circumstances will the Company be held responsible for any actions that may arise from the use of a Guest's internet connection. The Company reserves the right to pass on any records to the authorities if required to do so. The Company accepts no responsibility for any virus that may be received following a Guest's use of the internet.

### **6. CARD KEYS**

Apartment Manager will issue the Guest with sets of card keys (as relevant) and extra keys are available on request. A charge of £25 will be made for card keys not returned before departure. If between the hours of 9pm and 7am a Guest locks themselves out of their Apartment and requires assistance to re-enter the Building and Apartment, the Company reserves the right to charge £125 call out charge plus the cost of a lock change if required.

### **7. ARRIVAL AND DEPARTURES**

7.1. The Apartment shall be available exclusively to the Guest from 3.30pm on the day of arrival of the stay to 10.30am Monday-Friday (Saturday and Sunday mornings of departure of stay is permitted until 11:00am) on the day of departure of the Stay. Any additional hours outside of these times in each period of 24 hours will be charged extra unless otherwise agreed. Late checkout is chargeable and cannot be guaranteed but must be requested prior to the Guest's

arrival. Unauthorised late check outs will be charged at £25.00 per hour up to 1:00 pm of day of departure. If a late checkout prevents occupation, then the full rate for the night will be charged together with any book out charges incurred on behalf of the inconvenienced guest. Early check-ins are chargeable at £25 per hour.

**7.2. ACCESS** Details of access to the Building and the Apartment will be provided to the Booker in the Confirmation sent out prior to the check-in date. Access codes and other relevant details will be provided only after Booking. It is then the Booker's responsibility to ensure that the Guest has all the access codes and other relevant information, provided to them by the Company to gain access to the Building and Apartment.

**7.3. CHANGES AND CANCELLATIONS** Once Confirmation has been sent to the Booker by the Company, should the Booker wish to change the Booking, all requests for changes must be made in writing and the Company will do their best to help. Administration charges may be applicable. Amendments of date are subject to availability and room prices on the dates selected. Should any change be rejected, the original Booking will be re-instated.

#### **7.4. CANCELLATIONS**

The Company's cancellation policy is set out as follows:

7.4.1. Requests for cancellations and changes must be made by contacting the Company.

7.4.2. Booking not cancelled in writing during office hours will be charged at 100% of the Total Booking Cost.

7.4.3. All cancellations must be confirmed in writing (email is acceptable).

7.4.4. Cancellation charges will be applied in relation to the notice period between notification of cancellation and the date of stay at each Apartment within a Booking. Transaction fees are non-refundable.

#### **PLEASE NOTE:**

**Stays of less than 7 nights** – the Company must receive notification of cancellation for bookings from 1 to 6 nights, at least 3 days prior to midday on the arrival date of the Stay. Cancellations received less than 3 days prior to arrival will be subject to 100% of the Total Booking Cost as a cancellation charge.

**Stays of 7-27 nights** - the Company must receive notification of cancellation for bookings from 7- 27 nights at least 7 days prior to the arrival date of the Stay. Where notification of cancellation is received less than 7 days prior to midday on the arrival date of the Stay – the Company will apply a minimum cancellation charge of 7 nights of the Total Booking Cost.

**Stays of 28+ nights** – the Company must receive notification of cancellation for bookings of 28 nights plus, at least 14 days prior to the arrival date of the Stay. Where notification of cancellation is received less than 14 days prior to the arrival date of the Stay the Company will apply a minimum cancellation charge of 7 nights of the Total Booking Cost.

**Non-arrivals** will be treated as a cancellation and will be subject to 100% of the Total Booking Cost as a cancellation charge.

7.4.5. The Company reserves the right to treat an early departure or reduction in the number of nights or apartments booked which results in a reduction in the overall charges payable as a cancellation charge.

7.4.6. The Company does not expect to have to make any changes to your Booking, however, occasionally the Booking may have to be changed or cancelled. If this does happen, the Company will contact you by telephone or email where reasonably possible to explain what has happened and inform you of the cancellation or change. If a change has to be made (and the change is not acceptable to the Booker) or the Booking has to be cancelled the Company will, if possible and as soon as is reasonably practical, offer the Booker an alternative apartment of similar standard for the same period. If the Booker does not wish to accept a change or any alternative apartment offered or the Company cannot offer the Booker a suitable alternative apartment, the Booker will be entitled to cancel the Booking and receive a full refund of all monies paid to the Company unless this is the result of an Event beyond our Control Extensions

#### **7.5. EXTENSION OF STAY**

If the Guest wishes to extend a stay, the Company requires notice in writing. The Booker must give as much notice as possible in order for the Company to facilitate this request. All extensions are subject to availability and rate change. Failure to give notice in writing of an intention to extend a stay may result in the Guest's Apartment being booked by another guest. -The Company reserves the right to take all Additional Payments from any credit/debit card used to make the original booking (plus any further deposit requirements). Where payment has been made or bank transfer, an invoice for the requested extended period will be sent to the Booker and payment must be made by return.

#### **7.6. TERMS OF STAY**

All apartments are occupied as serviced apartments and on the basis that no rights of tenancy are created in respect of the Apartment. The Guest shall vacate the Apartment at the end of the Stay and other than the rights set out in these Terms and Conditions shall not acquire any other rights in or in relation to the Apartment

7.7. The Apartment shall only be occupied by the Guest and their Permitted Guest. The Guest shall at times be responsible for the acts and or omissions of the Guest and their Permitted Guest and shall be liable to the Company in full for the responsibilities, obligations and liabilities of the Guest as set out in these Terms and Conditions

7.8. The Guest shall not authorise or permit any other person(s) to enter or stay in the Apartment without the prior consent in writing of the Company (Please note that allowing Extra Guests to stay in the Apartment will forfeit the Security/Damages Deposit)

7.9. The maximum number of persons permitted to stay in the Apartment shall be:

7.9.1. - In the case of a Deluxe, Luxury or Premium one bedroom or open plan apartment – Two (2)

7.9.2. - In the case of a Two Bedroom Luxury apartment – Four (4)

7.10. The Guest shall at all times treat the Apartment and the Contents with care and respect and keep the Apartment at all times reasonably clean and tidy. In the event that the Guest causes any damage to the Apartment, or any damage to, or loss of any of the Contents, the Guest shall be responsible in full by way of Liability for the Additional Charges for any repair or replacements as the Company shall reasonable determine

7.11. The Guest shall not smoke in the Apartment. The Company operates a strict non-smoking policy in the Apartment and the Building. In the event that the Guest does smoke in the Apartment the Company shall be entitled to charge the Booker/Guest the sum of £350 (Three Hundred and Fifty Pounds) by way of Liability to cover the Additional Charges of cleaning, freshening and airing the Apartment over a 24 hour period. Any damages caused to any items within the Apartment will be charged for in addition to this fee.)

7.12. The Company operates a strict security policy to ensure the health and safety of all our guests and staff. We operate a strict no party policy. Any Guest who does not comply with this policy may be asked to find alternative accommodation and will be escorted from the building. The Company reserves the right to cancel the Guest's booking with immediate effect and without refund. If a call out is necessary due to a nuisance or disturbance the Company reserves the right to charge a call out fee of £125.00.

7.13. The Guest is expected to behave in a reasonable manner and to allow fellow guests and residents to enjoy peacefully the surrounding environment. If a call out is necessary due to a nuisance or disturbance by a Guest, the Company reserves the right to charge a call out fee of £250.00 by way of Liability to cover the additional costs of dealing with the disturbance. The Company reserves the right to cancel any booking with immediate effect and without refund if a Guest's behaviour is causing any sort of nuisance or disruption to fellow guests or residents or uses threatening or abusive behaviour towards Company staff on the phone, in writing or in person

7.14. The Guest shall not allow any pets or other animals to enter or stay in the Apartment or the Building

7.15. In the event that the Guest breaches any of the terms set out in these Terms and Conditions the Company may at its absolute discretion require the Guest to remedy such breach or vacate the Apartment forthwith. Such right shall be without prejudice to any other rights or obligations set out in these Terms and Conditions

## **8. LIABILITIES**

8.1. The Company is not responsible for the theft and/or damage of the Guest's personal belongings during the Guest's Stay in the Apartment. Therefore, the Guest is advised to ensure appropriate insurances are in place.

8.2. The Company is responsible for the apartments and the Building, subject to these conditions.

8.3. All warranties, conditions and other terms implied by statute or common law or otherwise are, to the fullest extent permitted by law, excluded from any contract with the Company and these conditions shall apply in their place. However, nothing in these Terms and Conditions shall affect the Guest's statutory rights if the Guest is a consumer.

8.4. Nothing in these Terms and Conditions limits or excludes the liability of the Company for death or personal injury resulting from negligence of the Company, or for any damage or liability incurred by the Guest as a result of fraud or fraudulent misrepresentation by the Company or any liability that cannot by law be excluded.

8.5. If the Booker is booking for, as or on behalf of a business or business employee, that business shall indemnify the Company against all liabilities, costs, expenses, damages and losses (including and direct or indirect consequential losses, loss of profit, loss of reputation and all interest, penalties and legal and other reasonable professional costs and expenses) suffered or incurred by the Company arising out of or in connection with the Booker's, or the Booker's business', breach or negligent performance or non-performance of these terms and conditions.

8.6. If the Booker is booking for, as, or on behalf of a business or business employee, the Company's total liability in contract, tort (including negligence or breach of statutory duty), misrepresentation, restitution or otherwise arising connection with the performance or contemplated performance of the Booking shall be limited to the fees paid to the Company under the Booking.

8.7. The Company shall not be liable for any failure or delay in performance of its obligations which results directly or indirectly from any cause or circumstance which is beyond its reasonable control affecting the Building or the local area. Events beyond the control of the Company shall include but is not limited to the following: act of God, outbreak of hostilities, riot, civil disturbance, acts of terrorism, revolution, the act of any government or authority (including but not limited to refusal or revocation of any licence or consent), fire, flood, lightning, explosion, fog or bad weather, interruption or failure of a utility service (including but not limited to electricity, gas, water or telecommunications), renovations undertaken at the property, strikes, lockouts or boycotts, embargo, blockade. Other than in relation to death or personal injury caused by the Company's negligence, or any other liability that by law cannot be excluded or restricted, the liability of the Company to the Guest in relation to these conditions is limited to the higher of (i) GBP £1,000; and (ii) the value of the booking made with the Company

## **9. WAIVER**

Although the Company will make every effort to ensure that the Guest enjoys a peaceful stay, the Company cannot guarantee, or be held responsible for any failure or interruption of, services to the Apartment or the Building, including electricity, air conditioning, water or any damage, telephone, broadband, internet and other communications, disruption or noise caused as a result of repair works being carried out in another part of the property.

## **10. FEEDBACK AND COMPLAINTS**

The Company aims to deliver the best possible service, in the unlikely event that the Guest is dissatisfied with the service offered, the Guest should notify the Company in writing as soon as possible in relation to any complaint about the Booking. In relation to any complaint about the Apartment, the Guest should notify the Apartment Manager as soon as possible in the first instance. If the problem cannot be resolved during the Stay, the Guest should write to The Company at 8 Waterloo Street, Birmingham B2 5PG. The Company policy is to acknowledge any complaint within five working days, advising the Guest of who is dealing with your concerns and attempt to address them.

## **11. GENERAL**

The Company reserves the right to change these conditions from time to time. These conditions shall be governed by and construed in accordance with the laws of England and Wales and the Courts of England shall have exclusive jurisdiction in relation to any claim, dispute or difference concerning these conditions and any matter arising from them.

### **12.A PRIVACY**

We may use the Booker, or the Guest contact details to provide details of the products available including special offers that we think may be of interest to the Booker or the Guest. If you do not want the Company to use the Booking information provided, please let us know. For more information please see our Privacy Policy

### **12.B ANTI -SOCIAL BEHAVIOUR**

Any behaviour deemed unsuitable by the management could result in the security deposit being drawn in part or full; this would include the misuse of alcohol and prohibited substances within the apartments or communal areas. Secondly, if a guest is found within the building communal areas causing offense, disturbance, in a state of undress this again would be a breach of terms. No.8 Waterloo Street Apartments reserves the right to ask these guests to leave and or will draw on the security deposit in part or full. We will provide CCTV evidence, pictures of any of the above where possible on all occasions

## **13. FILMING-OR BUSINESS USEAGE**

Filming or other certain activities are not accepted within the apartments or building unless agreed prior to your stay by senior management. Different rates and time-frames of stay are applied as a general rule. Risk assessments and other insurances will impact on a stay of this sort.