

REA BROTHERS (DEVELOPMENTS) LTD
93a GREY STREET APARTMENTS

REGISTERED OFFICE

Ridgely Drive
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TERMS & CONDITIONS

GENERAL

These booking conditions set out the basis upon which the accommodation reservations are accepted for clients ("you", "the guests") by Rea Brothers (Developments) Limited ("us", "we", "our"). Clients ("You" and all members of your party collectively called "the guests") accept these conditions yourself and on behalf of all members of your party whether you are booking as a guest or on behalf of others.

BOOKING

Reservations will be confirmed upon receipt of payment in full and any booking, howsoever made, will only come into existence when payment has been made in full and your confirmation has been dispatched by us.

For online bookings, full payment is required at time of booking.

We reserve the right to refuse any booking at any time.

All guest names and contact telephone numbers are required at the time of booking including whether they are adults or minors.

PAYMENT

When a booking is made less than 28 days prior to the arrival date, the full payment for the stay is required to confirm the reservation. When a booking is made more than 28 days prior to the arrival date, an Initial Payment of fifty percent (50%) is required to confirm the reservation. Where an Initial Payment has been made the balance of fifty percent (50%) is due to be paid 28 days before arrival. If we do not receive full payment by this time, the booking may be cancelled and the Initial Payment forfeited. You may also be liable for the balance of the total payment for the stay and for any other costs involved in the attempt to re-let the accommodation.

Payment should be made in Pounds Sterling or Euro by:

- Credit or Debit card.

A transaction fee of 1.5% on the total payable will apply to Visa Credit Card and MasterCard payments. There is no transaction fee on Visa Debit Card or Maestro/ Solo payments. Credit card details must match the security checks. We may pass your debit/credit card details to a third party to process any payments. Credit card fees are not refundable in any circumstances.

- Company Cheque: payable to Rea Brothers (Developments) Limited'.
- Bank Transfer: (bank details are available on request).

GROUP BOOKINGS

We consider any more than one apartment being booked for similar dates as a group booking. We will contact the guest prior to arrival in order to set up the required deposit method. The maximum number of guests allowed per apartment is four and the names of each individual will also be required prior to arrival. Each guest agrees to be jointly and severally liable for the obligations and payments herein and group bookings will be deemed a single booking under these terms and conditions.

Special conditions may apply and these will be advised at the time of booking. Cancellation charges may differ to those set out herein and will be advised at the time of booking.

SPECIAL REQUESTS

We will endeavour to do everything we can to help guests with special requirements. Please ensure we are made aware in writing, of any special requirements at time of booking. Although we will endeavour to meet any reasonable requests no guarantees can be given that any request will be met. Conditional bookings cannot be accepted i.e. any booking which is specified to be conditional on the fulfilment of a particular request.

SECURITY DEPOSIT

A Security Deposit to cover "additional charges" (as defined herein) including breakages, damages, extra cleaning and further accommodation charges incurred during your stay, may be taken and you will be advised whether this is payable at the time of booking or on arrival at the apartment.

PAYMENT OF ADDITIONAL CHARGES

Valid credit/debit card details must be supplied at the time of booking and/or upon arrival at the apartments to cover "additional charges" (as defined herein). These charges will be deducted from any Security Deposit held or from a debit/credit card supplied and any balance on the security deposit will be refunded. A written statement of the "additional charges" will be sent to You. In the event that payment under a debit/credit card is declined, or no card details are provided, we reserve the right to invoice You direct for these charges.

CHANGES, EXTENSIONS AND CANCELLATION

All requests for changes, extensions and cancellations must be made in writing directly to us. (Accordingly, if your booking is not changed, extended or cancelled through us you will be liable to pay us the full amount of the booking.)

We reserve the right to treat an early departure or reduction in the number of nights or apartments booked as a cancellation and apartments may be re-let and cancellation charges will apply. Non-arrivals will be treated as a cancellation and you will not be entitled to any refunds.

Changes to bookings

If you wish to change any detail of your confirmed booking we will do our best to make the change subject to an administration fee of £30 per booking which will be payable to us once any change has been made together with any other resulting costs.

All changes of date are subject to availability. Should any change be rejected, the original booking will be re-instated. Name changes or child age changes will not incur any charges or administration fee.

Extensions to bookings

If you wish to extend a stay please give us as much notice as possible in order to facilitate your request. All extensions are subject to availability and rate change.

Where notice to extend a stay has been given, we reserve the right to take all additional payments and charges from any credit/debit card used to make the original booking, or an invoice for the extended period will be sent to your billing address and payment must be received prior to the commencement of the extended stay.

Cancellation

Please note that transaction fees are not refundable in the event of a cancellation.

Cancellations must be notified to us in writing. When notification of cancellation is received less than 28 days prior to the arrival date, the full payment for the stay will be charged. A change of arrival date or departure date by You may be treated as cancellation and re-booking. When notification of cancellation is received more than 28 days prior to the arrival date, you will be charged fifty percent (50%) of the full payment for the stay.

We strongly recommend that You obtain appropriate travel and personal insurance cover to cover these charges in the event of a cancellation

Changes by Us

We do not expect to have to make any changes to your booking however occasionally bookings have to be changed or cancelled or errors in information or other details corrected and we reserve the right to do so. If this does happen, we will contact you by telephone or email where reasonably possible. If a change has to be made or your booking has to be cancelled we will, if possible, offer you an alternative apartment of similar type and standard in a similar location for the same period. If you do not wish to accept a change or any alternative apartment offered or we cannot offer you a suitable alternative apartment, you may be entitled to cancel your booking and receive a refund unless this is the result of an Event beyond our Control – see below. You should tell us as soon as possible whether you wish to accept any change or alternative apartment offered or alternatively if you want a refund. Events beyond our Control include but are 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, epidemic, interruption or failure of a utility service (including but not limited to electricity, gas, water or telecommunications), renovations and building work undertaken at the property or in the local area, strikes, lockouts or boycotts, embargo, blockade.

RATES

All rates quoted are inclusive of VAT and are inclusive of all services i.e. weekly cleaning, laundry, all linen and towels. Provision of a telephone and internet access is not included but can be arranged by separate negotiation dependant upon length of stay.

Additional Charges

As a guide additional charges include, but is not limited to the following:

- Breakages, loss or damage to the apartment or any of its contents
- Cleaning, specialist treatment charges where more than routine cleaning is required or smoking has occurred – minimum £100
- Inventory and condition reports - minimum £50
- 9am - 6pm – meet and greet - £50
- Lost keys, fobs or access cards - £50 - £500
- Call out charge for locked out Guests £50

VAT and local taxes are payable on all additional charges and where the level of the additional charges is not specified in these conditions, we will charge you the actual cost together with any administration costs. Prices for additional charges may change at any time. For payment of additional charges see above.

Guest Responsibility

Guests are expected to comply with any regulations for use of the apartment. These are available on arrival usually in the Guest Information Folder, in the apartment. If any guest breaches any of these conditions or the regulations, we reserve the right to request a guest vacate their apartment immediately without refund.

- Smoking: Smoking is not permitted in any apartment or apartment building.
- Pets: Pets are not allowed in any apartment or apartment building.
- Nuisance: Guests are required to behave in a responsible manner, respect the apartment and their fellow guests and keep noise to a minimum between the hours of 10pm and 7am. This includes causing any sort of nuisance or disruption to fellow guests or using threatening or abusive behaviour towards a member of staff on the phone, in writing or in person. Guests are not permitted to use the apartment for any illegal or immoral purposes. An additional charge will be made if the Management team is called out in response to a nuisance complaint.
- Proof of identification and date of birth may be requested on arrival and if not presented on request, we reserve the right to cancel the booking.
- Visitors: Guests are responsible for their visitors. Non residents will not be allowed access to the apartments after 11pm and we operate a strict no party policy.
- Damage: Guests are required to keep the apartment, furniture, fittings and effects in the same condition as on arrival. Inventories and condition reports can be provided at the start and end of the stay, if required, at an additional cost. You are required to notify us of any damage, loss or broken items or matters requiring general maintenance. Any damage to the apartment will be charged in full. In the event that these are discovered after departure we will notify you within 7 days of departure with full details
- Cleanliness: We expect the apartments to be left in a reasonable state of cleanliness and order on departure. An additional charge will be made for extra cleaning or specialist cleaning to return the apartment to a fit state for occupation. Additional charges may include compensation for loss of revenue in addition to cleaning and repairs.

LIABILITY

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 us and these conditions shall apply in their place.

However, nothing in these terms and conditions shall affect your statutory rights if you are a consumer. Nothing in these terms and conditions limits or excludes our liability for death or personal injury resulting from negligence; or for any damage or liability incurred by you as a result of fraud or fraudulent misrepresentation by us, or any liability that cannot by law be excluded.

Subject to the paragraph above, we shall not be liable for any loss of profits, loss of business, depletion of goodwill and/or similar losses, loss of anticipated savings, loss of goods, loss of contract, loss of use, loss of corruption of data or information, or any special, indirect, consequential or pure economic loss, costs, damages, charges or expenses.

If you are booking for, as or on behalf of a business or business employee, that business shall indemnify us against all liabilities, costs, expenses, damages and losses (including any 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 us arising out of or in connection with your, or your business's, breach or negligent performance or non-performance of these terms and conditions. If you are booking for, as, or on behalf of a business or business employee, our 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 your booking shall be limited to the fees paid to us under your booking.

Other than in relation to death or personal injury caused by our negligence, or any other liability that by law cannot be excluded or restricted, our liability to you in relation to these conditions is limited to the higher of (i) GBP £1,000; and (ii) the value of the booking made with us.

USE/OCCUPANCY/SECURITY OF TENURE

All apartments are occupied as serviced apartments and are only to be used as temporary or holiday accommodation for you, or your organisation. They are not for use as the principal, additional home or residence of guests; you will not be entitled to a tenancy or an assured shorthold or assured tenancy. No relationship of landlord and tenant is created and no statutory security of tenure exists now or when the period of occupation ends. If you or any member of your party fails to vacate at the end of the period you will be charged the appropriate accommodation charges for the continued period of occupation. No persons other than the guests have the right to use the apartment.

These conditions constitute an excluded agreement under S(3A)(7)(a) of the Protection from Eviction Act 1977 (as amended) and cannot be construed as an assured tenancy under the Housing Act 1988 (as amended).

We cannot guarantee an exact apartment number prior to arrival.

The maximum number of guests in an apartment is determined by the number of beds in the apartment. If the maximum number is exceeded then we will refuse access to the accommodation and/or reserve the right to charge for additional apartments.

INTERRUPTION TO SERVICES

We will make every effort to ensure that guests enjoy a peaceful stay, however, 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 to telephone, broadband, internet and other communications, including disruption or noise caused as a result of repair works being carried out in another part of the property. Where we are made aware of such failure or interruption we will endeavour to rectify such services within a reasonable period of time at our apartments, and will use reasonable endeavours to ensure any preferred supplier is made aware of, and rectifies, such problems within a reasonable period.

INSURANCE

We are not responsible for the theft and/or damage of your personal belongings during your stay in any apartment booked. Therefore you are advised to ensure you have appropriate insurances in place. In addition you are advised to ensure you have appropriate travel insurance to cover cancellation and medical expenses.

SECURITY

Guests will be provided with a set of keys/fobs/access card to access the property and the apartment. Additional sets can be provided on request. It is your responsibility to ensure you are in possession of these at all times and that they are returned at the end of your stay. An additional charge will be made for replacements and if we are required to provide access due to lost or forgotten keys.

For the security of both parties, CCTV cameras are situated within the common areas of the building. By accepting these terms and conditions, you accept the use of CCTV by us.

CHECK-IN/CHECK-OUT PROCEDURE

Guests may check into the apartments from 14.00H on arrival and check out no later than 11.00H on departure.