

## **BOOKING TERMS & CONDITIONS**

These Terms and Conditions are made in respect of all bookings made by you with Westciti Limited trading as Westciti (“Westciti”, “us”, “we”) registered in England under number 10243653 whose registered office is at 16-17 Queens Road, Brighton, BN1 3WA.

You (“you“, “the booker“, “guests“) accept these terms and conditions on behalf of all members of your party whether you are booking as a guest or on behalf of others and your acceptance of these terms and conditions will bind any guests covered under your booking. In addition by visiting or using our website you agree to comply with the Site Terms.

### **1) RESERVATIONS**

Once we have received your booking we will confirm availability and your reservation including key collection. Payment will be processed as per the booking conditions which should be consulted separately. Some restrictions may apply in certain locations including, but not limited to, minimum night stay and age restrictions; you will be advised of these at the time of booking where applicable. We always reserve the right to refuse any booking at any time and for any reason.

### **2) Online Bookings & 3<sup>rd</sup> Party Websites**

Please note that different terms, conditions & cancellation policies may exist in relation to online bookings made via Booking Agents and affiliate websites depending on the city, accommodation or rate type selected.

Please read carefully the apartment rate details that are provided before you make your online booking.

### **3) Website Use & General Terms and Conditions**

Use of this website, is subject to the terms and conditions outlined below. By using this website the Customer agrees to be legally bound by these terms and conditions.

Links that feature on the websites include links to other sites which we believe may be of interest to you. By providing these links we are not endorsing or recommending such sites or the services or material provided by them. We therefore accept no responsibility for the content of these sites. All rates quoted are subject to availability and alteration.

All discounted rates quoted are limited offers and subject to availability and may be subject to a minimum night stay.

While every effort has been made to ensure the accuracy of all information, The Operator does not accept liability for any errors or omissions and reserves the right to change information and descriptions of listed accommodation and products.

#### **4) Site Use**

The website is intended to assist the consumer in determining the availability and booking of accommodation. Apart from printing information in connection with your travel, you are not entitled to reproduce, replicate, sell, resell or otherwise exploit the website listed above unless we provide you with prior written permission to do so.

Use of the websites are restricted to people over the age of 18, who can enter into binding contracts.

#### **5) SPECIAL REQUESTS**

All special requests must be communicated in writing or over the phone at the time of booking or as early as is reasonably possible to help us select the most appropriate apartments. We will endeavour to meet any reasonable requests subject to availability, although we cannot guarantee we will always be able to do so. If we do not meet any of your special requests then this will not invalidate your booking with us.

## **6) PAYMENT TERMS**

- a) Bank transfers must be in pounds sterling and all charges must be borne by the booker. Bank details are available on request.
- b) Credit card details may be held by Westciti for a period of time in accordance with full PCI procedures.
- c) Your invoice or any other guests' invoices will be made available on departure and unless you are a credit client the invoice will be payable on departure.
- d) For credit clients, the payment period is 30 days. Late payments will be charged at 7% above the Bank of England Base Rate for the period concerned whether interest is demanded or not.

## **7) DEPOSIT**

A Deposit to cover "additional charges" 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. The deposit will be payable when requested.

## **8) RATES**

All advertised rates are to the best of our knowledge correct at the date of publication. However we reserve the right to change any rates from time to time without further notice to you. We

reserve the right to change rates before a booking is confirmed. VAT is charged at the prevailing rate at the time of booking.

## **9) SERVICED ACCOMMODATION**

a) All Westciti serviced apartments and Aparthotels are only to be used as **temporary or holiday accommodation**. 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. There is no relationship created with as a landlord and tenant, 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 and Westciti reserve the right to ask any guest to leave at any time.

b) 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).

c) Specific room or apartments cannot be confirmed prior to arrival but Westciti will try to comply with any special requests for certain rooms or apartments.

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

## **10) RESPONSIBILITY OF GUESTS**

a) Guests are expected to comply with any local or business regulations for use of any apartment. In the event of any breaches any of these conditions or the regulations, we reserve the right to request a guest vacate their apartment immediately

without refund and we also reserve the right to demand payment for any accommodation used in this event.

- b) Smoking is not permitted in any apartment or apartment building. Smoking may be permitted where there is a private outdoor garden or roof space.
- c) No Pets, of any kind are allowed in the apartments with the exception of service dogs.
- d) Guests are required to behave in a responsible manner, respect the apartment and their fellow guests and keep noise to a minimum. 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.
- e) In order to ensure our guests enjoy a stay free from disturbance, non-corporate bookings may not be accepted from any paying guests under the age of 25. 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.
- f) Guests are always responsible for their visitors. Non-residents will not be allowed access to the apartments after 10pm and we operate a strict no party policy. We will not be responsible for any of your guests.
- g) You will be responsible for any damage caused at the property. 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 as soon as the need arises. Any damage to the apartment will be

charged in full. In the event that these are discovered after departure we will notify you or the booker within 7 days of departure with full details and where possible photographic evidence.

h) The apartments must be left in a good 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.

i) All your possessions should be removed from the apartment on the date of departure. We will use reasonable endeavour to retain any lost items for up to 1 month after your departure date. Email: [info@westciti](mailto:info@westciti) for enquiries relating to lost items.

j) Where facilities are available and at the owners risk storage of luggage may be provided at an additional charge.

## **11) BOOKING CHANGES, EXTENSIONS OR CANCELLATIONS**

a) 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.)

## **12) CHANGES**

a) If you wish to change any detail of your confirmed booking we will do our best to make the change. Additional charges may apply in an increase or decrease in rate depending on the date and length of stay. Changes to the arrival date to later than the original date confirmed will be treated as a cancellation.

b) 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.

### **13) EXTENSIONS**

a) 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.

b) 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 made by return.

c) Guests may only use discounts vouchers as returning guests on new bookings, and not in the instance of a booking extension.

### **14) CANCELLATIONS**

a) Westciti reserves 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.

b) Please note that transaction fees are not refundable in the event of a cancellation. An administration fee of £50 may apply.

### **15) NOTICE PERIOD**

a) Cancellation charges relate to the date prior to arrival when we are notified of the cancellation.

b) Westciti operate a strict 1 week notice and cancellation policy.

### **16) CHANGES BY US**

a) 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 the alternative apartment is advertised at a lower price, you will receive a refund of the price difference. However if the alternative apartment is at a higher price the new price will be payable. 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.

b) 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.

## **17) BED CONFIGURATION**

Please ensure to indicate bed configuration preference so we set up as per your requirements. Please note we always try to meet your needs but this cannot always be guaranteed.

## **18) CANCELLATION**

- a) Should it be necessary to cancel your booking with us a full refund will be made of your deposit less £50 for administration and bank charges up to 2 weeks prior to your arrival date. After this date refunds will only be made if the apartment can be re-let.
- b) Non-refundable bookings cannot be cancelled full charge will be made at time of booking.

## **19) CLEANING SERVICE**

- a) Your apartment is cleaned weekly.
- b) The cleaning service provided to you is for 1 hour every 7 days when your linen will be changed and a light clean will take place. If your stay is less than 7 days and you would like this service, a charge of £30 + VAT can be paid.

## **20) MAINTENANCE**

- a) Routine maintenance is a necessity to maintaining the standards of the accommodation, and therefore inspections are made by maintenance and management.
- b) We will always seek to provide a minimum of 24 hours notice if we need to enter your apartment.
- c) In the event of an emergency, we may need to gain immediate access to your apartment without prior arrangement, although we will always seek to attempt to contact you with details provided.

## **21) INTERNET ACCESS**

- a) Internet access is charged as a complimentary service to guests over a WiFi connection. At peak times the bandwidth available for connection to the Internet may be under pressure due to the volume of users.
- b) Guests must not interfere, move or disconnect any equipment relating to the provision of the Internet access and

must not use the connection for any illegal or immoral purpose (including but not limited to file sharing) and Westciti reserve the right to pass on any record to the authorities should Westciti be made aware of any such use.

## **22) SECURITY**

- a) Guests will be provided with a set of keys/fobs/access card to access the property and the apartment.
- b) 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 lock changes if we are required to gain or provide access due to lost or forgotten keys.
- c) A £50 cash call out fee will be payable for guests locked out of their apartment out of hours.

## **23) INTERRUPTION TO SERVICES**

We will make every effort to ensure that guests enjoy a peaceful and enjoyable stay, however, cannot guarantee or be held responsible for any failure or interruption of services to the apartment or the building, including electricity, water, gas, 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.

## **24) ARRIVALS AND DEPARTURES**

- a) Your apartment will be ready for you from 2pm on the day of arrival.

- b) Please note on arrival you must bring the payment card that was used to make the booking and a copy of a passport or driving license of the booker.
- c) You must vacate the property on your day of departure by 11am.
- d) Early arrival or late departure may be available for an additional charge but cannot be guaranteed unless booked from the night before arrival or for the night after departure.

## **25) DAMAGE**

- a) Items damaged during your stay need to be reported and there may be a charge.
- b) The use of the apartment is only for peaceful, non-disruptive and legal purposes and that any breaches of these conditions will warrant immediate removal upon the request of management or the police. Refunds will only then be given at the discretion of Westciti
- c) Material damage or loss to Westciti incurred by guests during their stay will be subject to charge to replacement value.
- d) Guests are reminded to leave their apartment in reasonable cleanliness at the end of their stay otherwise guests may be subject to additional cleaning charges.
- e) Westciti is non-smoking.

## **26) 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.

## **27) LIMITATION OF LIABILITY**

a) Westciti Limited reserves the right in the case of unforeseen circumstances resulting in property being rendered unsuitable for occupation, to substitute a property of similar standard and sleeping capacity. Although every care is taken to prevent loss to the guest.

b) 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.

c) 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.

d) 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.

e) 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.

## **28) ADDITIONAL CHARGES**

Below we have provided an outline of our additional charges, which include, but are not limited to:

- a) Extra bed - £10 per day
- b) Car parking - £10 per day
- c) Additional cleaning including linen changes - £30
- d) Late check out until 1pm - £35
- e) Meet and Greet service out of hours - £50
- f) Call out charge for locked out Guests £50 cash
- g) Breakages, loss or damage to the apartment or any of its contents
- h) Cleaning, specialist treatment charges where more than routine cleaning is required, including after pets have stayed, or smoking has occurred - £250
- i) Inventory and condition reports - £45
- j) Lost keys, fobs or access cards, including lock changes - £50 to £200

All the above are subject to VAT.

## **29) HEALTH AND SAFETY**

We take the health and safety of all our guests seriously. On arrival you should familiarise yourself with the layout of the apartment and building and the health and safety procedures as detailed in your apartment. Any further health and safety enquiries can be raised with reservations or management if required.

### **30) No Smoking Policy and Candles Policy**

All Staycity apartments are by law non-smoking properties. A charge of £250 per night will be applied in the event smoking has occurred in the apartment.

Use of candles or any naked flames in the apartments are strictly prohibited.

### **31) COMPLAINTS**

In the unlikely event that you are dissatisfied with any aspect of your accommodation please notify the apartment manager as soon as possible in the first instance. If you do not give us the opportunity to resolve a problem during your stay, this may affect the final outcome of any complaint received. We aim to deliver the best possible customer service, but in the unlikely event that you are dissatisfied with our service, please contact us by email on [rishi@westciti.com](mailto:rishi@westciti.com)

### **32) PRIVACY**

We may use your contact details to tell you about our services and apartments including special offers that we think may be of interest to you. If you do not want us to use your contact information please let us know by email. All information collected or properly obtained during the booking process will be processed in accordance with our Privacy Policy which, with our Site Terms, is incorporated into these conditions.

Telephone calls may be monitored and /or recorded as a security measure, to help us to train our staff and improve our service to you.

### **33) GENERAL**

We reserve the right to change these conditions from time to time. If guests are in breach of any of these conditions, we reserve the right to request that guests vacate their apartment

immediately. These conditions shall be governed by and construed in accordance with the laws of England 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.