

# Terms and Conditions

## Urban Creation LTD Serviced Apartments

These conditions govern all bookings made with Urban Creation Ltd Serviced Apartments.

You 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. In addition, by visiting or using our website, you agree to comply with the site terms.

1. Making a reservation
2. Group bookings
3. Pricing and Payment
4. Arrival & Departure
5. Your stay
6. Changes, Amendments, Cancellations, No shows and Refunds
  - a. Refundable cancellation and standard Rates
  - b. Non-Refundable Rate
  - c. Amendments
  - d. Cancellation by Urban Creation LTD
  - e. No Show
  - f. Refunds
7. Damages
8. Extra
9. Car Parking
10. Pets
11. General

### **1. Making a Reservation**

- Reservations can be made for Urban Creation Ltd serviced apartments via our website, OTA portal or Direct with the reservations team.
- Reservations need to be made by someone no younger than 18 years old.
- You will need to provide credit or debit card details at the time of booking to secure the reservation.
- Ensure that all the details on the reservation are complete and correct before confirmed.
- We will not be held liable for any inaccuracies in data.
- Once the reservation has been accepted a confirmation email will be sent to the email address that has been provided on the reservation.
- If you believe that there is an error on the reservation, please contact us immediately to amend and correct.

### **2. Group Bookings**

- Any bookings for 5 or more apartments will be classed as a group booking. You and the members of your group must not resell the reservation in full or in part.
- You are not to advertise, market or otherwise offer any Urban Creation Ltd Apartment.
- Urban Creation LTD will not honour any bookings made this way and we do not accept liability for so.

If you are a tour operator or travel agent and wish to book apartments with Urban Creation Ltd Serviced Apartments, please contact [reservations@urban-creation.com](mailto:reservations@urban-creation.com) with the subject heading Group Enquiry.

If you or your group cause loss or damage to the apartments or premises, to other guests or their property and/or breach any of these terms and conditions, Urban Creation Ltd Serviced Apartments reserve the right to:

- Cancel the access to all apartments and premises
- Cancel your reservation with immediate effect and (if appropriate) eject the party from the premises
- Remove your items from the apartments, disposing of such items (at no cost or liability)
- Retain all sums paid
- Charge for the full amount of the reservation
- Refuse future reservations from you and/or refuse entry or accommodation from any of our properties

### **3. Pricing and Payment**

- Urban Creation Ltd use a dynamic pricing modal and the pricing for each apartment fluctuates based on market demand. Pricing quoted will be the total cost for your stay using this modal. The price you pay is the price you are quoted at the time you complete the reservation.
- Apartment pricing is per apartment, per night and is inclusive of VAT at the rate at the time of your booking. If the VAT rate changed between the time that you completed your reservation and the time of your stay, we may change the VAT rate % but your price will remain the same.
- All payments are due at the time of making the reservation.
- **Refundable rate reservations** also known as fully flexible rate are changeable and cancellable, an additional fee maybe payable depending on the changes required (please see Section 5 regarding the cancellation terms)
- **Non-refundable rate reservations** are a stricter rate in which you are unable to cancel the booking. You may amend the booking to new dates once. An additional fee may be payable depending on the changes required.
- **GROUP BOOKINGS ONLY:** all payments are due in full at the time of the booking for Group Bookings made 28 days or fewer before the date of arrival. For any group bookings that are made more then 28 days before the scheduled date of arrival, a 10% deposit is due in full at the time of the booking and is non-refundable. The final balance of the booking must be made at least 28 days before the date of arrival. If the payment is not made within these timescales, we reserve the right to cancel the group booking and no refund will be given.

#### 4. Arrival & Departure

- Check in for the apartments is from 4pm on the scheduled day of arrival. Unless you have an agreed early check in time and confirmed with the serviced apartments reservations team. Early check in must be pre-agreed prior to arrival, is always subject to availability, is not guaranteed and when confirmed it is charged at £10.00 per hour prior to 4pm. Details for check-in will not be issued before the check-in time until this payment is received.
- Guests will be asked to provide proof of Identity before check-in. Acceptable forms of identification are a Passport, Driving licence, ID card or police warrant card.
- Check out for the apartments is to be no later than 11am on the scheduled day of departure. Unless you have an agreed late check out time and confirmed with the serviced apartments reservation team. Late check out must be pre-agreed prior to arrival, is always subject to availability, is not guaranteed and when confirmed it is charged at £10.00 per hour after 11am. Please note your card will be charged if this payment is not made.

#### 5. Your Stay

- You must not exceed the maximum occupancy specified for each apartment that you book. You will need to contact our

BEECH HOUSE - Bristol	
Apartment Type	Max Occupancy
Studio Apartment	2 adults <b>or</b> 1 adult & 1 child
Junior Suite	2 adults <b>or</b> 2 adults & 1 child (under 16 yrs old, child has extra bed at additional cost in living area)  Plus additional travel cot if required (please note that cot may not fit if additional bed is used)
1-bedroom	2 adults (Excluding APT 1 which has a sofa bed so can fit 4 adults or 2 adults and 2 children) (APT 5 can fit an extra bed in the living area for a child under 16 at an additional cost)  Plus additional travel cot if required (please note that cot may not fit if additional bed is used)
2-bedroom	4 adults <b>or</b> 2 adults & 2 children <b>or</b> 1 adult & 3 children <b>or</b> 3 adults & 1 child  Plus additional travel cot if required (please note that cot may not fit if additional bed is used)
Mews House	4 adults <b>or</b> 3 adults & 2 children <b>or</b> 1 adult & 4 children (under 16 yrs old, Child has extra bed at additional cost in living area)  Plus additional travel cot if required

reservations team to confirm the availability of extra beds, cots and apartment sizes. We reserve the right to conduct checks on occupancy, occupancy of any apartments is not transferable. Anyone found to be in breach of the maximum occupancy will be evicted from the property with no refund of unused nights stays.

ALISON COURT - Bristol	
Apartment	Max Occupancy
Studio Apartment	2 adults <u>or</u> 2 adults & 1 child (under 16 yrs old, child has extra bed at additional cost in living area) <u>or</u> 1 adult & 2 children (under 16 yrs old, child has extra bed at additional cost in living area)

CHARLOTTE RISE - Bristol	
Apartment	Max Occupancy
Studio Apartment and Superior Studio Apartment	2 adults <u>or</u> 2 adults & 1 child (under 16 yrs old, child has extra bed at additional cost in living area) <u>or</u> 1 adult & 2 children (under 16 yrs old, child has extra bed at additional cost in living area)  Plus additional travel cot if required (please note that cot may not fit if additional bed is used)
Junior Suite	2 adults <u>or</u> 2 adults & 1 child (under 16 yrs old, child has extra bed at additional cost in living area) <u>or</u> 1 adult & 2 children (under 16 yrs old, child has extra bed at additional cost in living area)  Plus additional travel cot if required (please note that cot may not fit if additional bed is used)
1-bedroom	2 adults <u>or</u> 1 adult & 1 child  Plus additional travel cot if required (please note that cot may not fit if additional bed is used)
Deluxe 1-bedroom	2 adults <u>or</u> 2 adults & 1 child (under 16 yrs old, child has extra bed at additional cost in living area) <u>or</u> 1 adult & 2 children (under 16 yrs old, child has extra bed at additional cost in living area)  Plus additional travel cot if required (please note that cot may not fit if additional bed is used)
2-bedroom	4 adults <u>or</u> 3 adults & 1 child (under 16 yrs old, child has extra bed at additional cost in living area) <u>or</u> 2 adults & 2 children <u>or</u> 2 adults & 3 children (under 16 yrs old, child has extra bed at additional cost in living area)  Plus additional travel cot if required (please note that cot may not fit if additional bed is used)

REDMAYNE HOUSE - Bristol	
Apartment	Max Occupancy
1 bedroom apartment Zip and Link	2 adults <u>or</u> 1 adult & 1 child  (Apt 8 can accommodate a travel cot, all other Zip and Link rooms can accommodate a travel cot in the living area)
1 bedroom apartment with Sofa bed	4 adults (2 in double bedroom, 2 on Sofa Bed) <u>or</u> 3 adults & 1 child <u>or</u> 2 adults & 2 children <u>or</u> 1 adult & 3 children  (Apt 7 can accommodate a travel cot, all other rooms in this category can accommodate a travel cot in the living area)

37 DOUGHTY STREET - London	
Apartment	Max Occupancy
1-bedroom	2 adults <u>or</u> 1 adult & 1 child
2-bedroom	4 adults <u>or</u> 3 adults & 1 child <u>or</u> 2 adults & 2 children  Plus additional travel cot if required

5 DOUGHTY STREET - London	
Apartment	Max Occupancy
Single Studio Apartment	1 adult
Double Studio Apartment	2 adults <u>or</u> 1 adult & 1 child
1-bedroom	2 adults <u>or</u> 1 adult & 1 child  Plus additional travel cot if required
1-bedroom with Sofa Bed	4 adults <u>or</u> 3 adults & 1 child <u>or</u> 2 adults & 2 children  Plus additional travel cot if required
2-bedroom (1 Double, 1 Single) with Sofa Bed	5 adults <u>or</u> 4 adults & 1 child <u>or</u> 3 adults & 2 children <u>or</u> 2 adults & 3 children <u>or</u> 1 adult & 4 children  Plus additional travel cot if required
2-bedroom (2 Doubles) with Sofa Bed	6 adults <u>or</u> 5 adults & 1 child <u>or</u> 4 adults & 2 children <u>or</u> 3 adults & 3 children <u>or</u>

	2 adults & 4 children <u>or</u> 1 adult & 5 children  Plus additional travel cot if required
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- Where an apartment can accommodate an additional bed there will be an additional charge of £35.00 per night, per bed.
- Under 18s are not allowed to stay in our apartments alone. We reserve the right to request a valid photographic proof of identity and age.
- Special requests can be made, but all apartment bookings and add-ons are subject to availability and our discretion.
- In completing a reservation with Urban Creation Ltd you are agreeing to not use the apartments or its facilities to conduct in any commercial activities or any activities that seeks to gain profit without prior written consent from the Urban Creation Ltd company. Failure to do so may result in the reservation being terminated and any money paid will be retained.
- All Urban Creation Serviced Apartment properties and all premises are a non-smoking facility, there is a designated smoking area outside at the front of the building. You must not smoke in any of our apartments or communal/public areas or interfere with the fire detection or fire safety equipment. If you do so we may terminate your booking and we reserve the right to take further action if we deem it necessary. We reserve the right to recover our reasonable cost up to the amount of £200.00 on each instance should you breach this rule. Smoking is perceived as cigarettes, e-cigarettes or any vaping apparatus.
- You must not bring any potentially hazardous or dangerous items on to the premises.
- You must not cause any disturbance to other guests or team members including but not limited to noise disturbance.
- You must not remove any property other than your own from the apartments.
- You must not prevent Urban Creation Ltd management team, Maintenance team or Housekeeping team access to your apartment/s as and when it is required. The Housekeeping and Maintenance team members are permitted to enter the apartment a minimum of once a week and are to have full access to the apartment.
- Any additional costs that we are entitled to recover under this section we may (at our discretion) charge to the payment method that was used at the time of the booking.

## **6. Changes, Amendments, Cancellations, No Shows and Refunds**

### **a. Refundable Cancellation and Standard Rates**

- Cancellation is available for any reservation made using this rate as described in the below list.
- 1 - 7 nights are cancellable 24hrs before the scheduled day of arrival. Cancellation fee is equal to the first night's stay if this is not met.
- 7 - 28 nights are cancellable 7 days before scheduled day of arrival. Cancellation fee charge equal to the 7 night's stay if this is not met.
- 29 + nights are cancellable 29 nights before scheduled day of arrival. Cancellation fee charge equal to the 29 night's stay if this is not met.
- Any refunds that may be required will be made to the payment method that was originally used.

### **b. Non-Refundable Rate**

- As the non-refundable rate is a discounted rate these bookings are not refundable in whole or in part. Whilst we will not provide any refunds for the apartment rates, we will refund any car-parking or additional items added to the reservation.
- Reservations made under this rate can be moved to another date, if the rate is lower the difference will be lost if the rate is higher an additional payment will be due.
- All amendments to any reservation made under this rate are required to be made 24hrs before the scheduled day of arrival.

### **c. Amendment's**

- All amendments are subject to availability and subject to additional charge if there is a change in apartment banding or rate.
- Amendments can be made up to 24hrs before the scheduled day of arrival.

### **d. Cancellation by Urban Creation Ltd**

Urban Creation Ltd reserve the right to cancel your reservation with us in part or whole if:

- You fail to pay us when required
- You breach any of these terms

The above forms of cancellation will happen with immediate effect and we will notify you either in person, by phone or email. Where your stay has/has not comment, the total payment made for the reservation will be deemed as a cancellation charge and is not for any service.

Where it is caused by an event outside of our reasonable control (see Section 9) we may take the action to cancel your reservation on notice to you by phone or email. We will provide a full refund of any payment made to use regardless of if the refundable or non-refundable rate was used. This refund will be processed using the same method as it was received.

**e. No Shows**

- If you do not arrive at the apartment on your scheduled day of arrival you will be deemed as a no show and your entire reservation will be cancelled.
- If your reservation is made using the flexible rate, you shall be charged 100% of the cost for the first night of the stay including any extras. The remaining nights will be refunded to the original payment method.
- If your reservations is a non-refundable rate or a group booking you will charged 100% of the cost of the entire booking (including all apartments and all extras)

**f. Refunds**

- Where a refund is due in accordance with these terms, we will only refund to the same method and card that the was originally used. If you cancel your booking it can take upto 10 working days for the monies to appear back into your account this is also the same if you shorten your stay. Your statutory rights are unaffected. Further details regarding your rights can be found at <https://www.gov.uk/consumer-protection-rights> or by contacting the Citizens Advice Bureau.

**7. Damages**

If you or your group cause loss or damage of any kind to the apartments, to other guests or their property, you as the person that has made the booking will be responsible and you shall be liable to pay Urban Creation Ltd the amount required to make good or remedy such damage or loss.

Damages up to the value of £150.00 (per apartment) will be charged directly to the card on the reservation. Anything above this amount will be invoiced.

**8. Extras**

- Extras are classed as additional items that can be added to a reservation. This includes but is not exclusive to car parking, cots, beds and additional services.
- All room rates exclude any extras unless otherwise stated
- Extras are subject to availability
- Extras are non-transferable

**9. Car Parking**

BRISTOL	
Property	Parking
Alison Court	On-site parking is available at the back of the property on a FIRST COME FIRST SERVE basis.
Beech House	Parking is available but may not be on-site. Must be requested prior to arrival.
Redmayne House	Parking is available but will not be on-site. Must be requested prior to arrival.
Charlotte’s Rise	NO parking available.

LONDON	
Property	Parking
37 Doughty Street	NO parking available.
5 Doughty Street	NO parking available.

- We shall not be liable in any circumstances for any loss or damage to vehicles you bring to the car parks we use, or any property left in them.

## 10. Pets

- Pets are not allowed at Urban Creation LTD.
- Guide dogs and hearing dogs may be allowed to be brought into the property; please notify the reservations team in advance of your scheduled day of arrival that you are intending to bring such dog(s) with you.

## 11. General

- We reserve the right to amend these terms from time to time. The terms that are applicable to your reservation are the ones that were in force at the time the reservation was made.
- Events beyond our reasonable control: Events that we deem are beyond our reasonable control include but not limited to flood, earthquake, extreme adverse weather conditions, natural disasters, other acts of God, acts of terrorism, partial or full cancellation or delay of major public event, interruption or fire (except by way of our default) or failure of (except by way of our default) electric power, gas, water, or other utility service, plant machinery, computers, vehicles or any collapse of building structures
- Our Liability: We are responsible for our own operated apartments, subject to the following conditions:
  - o 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 will 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 misrepresentation by us, or any liability that cannot by law be excluded.
  - o Subject to the limitations set out in these Terms and Conditions and to the extent permitted by law, we shall only be liable for direct damages actually suffered, paid or incurred by you due to an attributable shortcoming of our obligations in respect of our services, up to an aggregate amount of the cost of your reservation as set out in the confirmation email issued by us (whether for one event or series of connected events)
  - o If your booking is 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 businesses' breach or negligent performance or non-performance of these Terms and Conditions. If your booking is 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.
- Privacy and Data: We respect your right to privacy. When you book through our website your details are protected by a secure connection and used for booking purposes only.
- Any personal information, which you volunteer to Urban Creation Ltd, will be treated with the highest standards of security and confidentiality, strictly in accordance with the Data Protection Acts, 1988 & 2003.