



## **Cranbrook House Serviced Apartments**

### **Terms & Conditions**

These conditions govern all bookings made (whether through website, email, telephone or other means) with any booking agencies used ("Pre-Eminent Properties Ltd" "us" "we") registered in England

under number 02810314 whose registered office is at 72 Fielding Rd, Chiswick, London W4 1DB. 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 and these booking Conditions.

#### **BOOKING**

Any booking made by you shall be deemed to be an offer by you to purchase the relevant apartment arrangements subject to these conditions. A contract between you and Pre-Eminent Properties shall only come into existence:

If booking by telephone, once your payment details have been accepted and this has been confirmed verbally or by e mail to the e mail address supplied to us. It is your responsibility to ensure this is the correct e mail address

We reserve the right to refuse, at our sole discretion, any booking you make with us. It is the responsibility of the booker to notify Pre-Eminent Properties at the time of booking of the names of the relevant guests and any relevant information relating to age or disabilities. One full name per apartment booking is required

At Pre-Eminent Properties 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 requested at check-in. Should proof of identification and date of birth not be presented on request, Pre-Eminent Properties reserves the right to cancel the booking.

Please check your details carefully before you book as incorrect or incomplete details may result in the booking being cancelled. Passport, visa and health requirements for you and your party are your responsibility. It is your responsibility to ensure you have appropriate travel insurance cover in place and insurance cover for loss or damage to personal property during your stay.

To confirm your booking Pre-Eminent Properties, require a completed booking form or a completed booking link via the internet. Telephone bookings are valid only when Pre-Eminent Properties has accepted the booking in writing or by email and has taken payment in full.

Payment in full is required at the time of booking, unless otherwise agreed in writing. Pre -Eminent Properties reserve the right to suspend or cancel any bookings made and any deposit paid may be forfeit. Any late payments will result in interest being



charged on the sum due at a rate that is 6% above Bank of England base rate for the period concerned.

Payment should be made either through Pre-Eminent Properties website or through the following methods of payment:

Bookings made by Visa Credit Card and MasterCard will incur a transaction fee of 1% of the total payable. There is no transaction fee when booking with Visa Debit Card or Maestro/Solo.

Bank Transfer: Pounds Sterling or Euro (bank details are available on request).

We may pass your debit/credit card details to a third party to process any payments. Where Pre-Eminent Properties is unable to confirm the initial requested accommodation, an alternative may be provided, and an email or other notification will be sent to inform you of the details. We will endeavour to hold the reservation for 48 hours for you to signify acceptance by making payment in full. As soon as your confirmation and invoice are received, please check carefully. If anything is not correct you should tell Pre-Eminent Properties immediately. However, we regret we 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, Pre-Eminent Properties reserve the right to correct it as soon as we become aware of it and will do so within 7 days of issue of the confirmation of invoice or, if your arrival date is within 7 days of booking, no later than 24 hours before your arrival date. If you are not satisfied with the changes you are entitled to request a full refund.

#### **APARTMENT RATES**

The rates we advertise are to the best of our knowledge correct at the date of publication, but we reserve 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 Pre-Eminent Properties will not change the rate quoted unless you amend the booking or our cost of supplying the accommodation changes because of currency fluctuations. VAT is charged at the rate in force at the time of booking.

#### **SECURITY DEPOSIT**

A security deposit to cover any additional charges, including breakages, damages and additional cleaning incurred during your stay, may be taken at the time of booking or on arrival at the apartment. Pre-Eminent Properties reserves the right to deduct from the Security deposit. Without further notice, all accounts chargeable under these Booking Conditions, including, further accommodation charges. Pre-eminent Properties reserve the right to vary additional charges without notice.



### **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 the additional charges detailed above. Additional charges will be deducted from any Security deposit held or from a debit/credit card

supplied in settlement of any outstanding sums and after an inspection of the vacated apartment. PRE-EMINENT PROPERTIES will provide the booker/guest

with a breakdown of the additional charges where applicable. If additional charges are taken from the Security deposit the remainder will be refunded at the end of the guest's stay to the person who paid the Security deposit. In relation to any additional charge payable, if payment under a debit/credit card is declined for any reason, or no card details are provided, Pre-Eminent Properties reserve the right to charge the booker or guest direct and this invoice is payable within 7 days of issue. Additional charges include:

#### **Broadband:**

Broadband is available in all apartment locations and where applicable will be charged for separately. Where broadband is offered, Pre-Eminent Properties will make every effort to ensure that the service is always available, but we cannot guarantee any internet or broadband connection availability. If there is a fault which is deemed by Pre-Eminent Properties to be associated with the user's hardware or software, no support will be available. The weekly charge for broadband entitles usage of up to 1GB of data transfer per week. Usage over and above this level will be charged at £20 per GB per week thereafter. Use of the internet is on the understanding that under no circumstances will Pre-Eminent Properties be held responsible for any actions that may arise from the use of a guest's internet connection. Pre-Eminent Properties reserves the right to pass on any records to the authorities if required to do so. Pre-Eminent Properties accepts no responsibility for any virus that may be received following a guest's use of the internet.

### **CLEANING**

Pre-Eminent Properties expects the apartments be left in a reasonable state on departure. If, at our discretion, additional cleaning is required on departure, the cost of this cleaning will be charged as an additional charge. When the duration of the reservation is more than 28 days, a discretionary final cleaning charge of up to £100 may be charged, if an apartment is deemed unfit for occupation due to damage caused during a guest stay, the booker/guest will be obliged to pay compensation to Pre-Eminent Properties for loss of revenues in addition to the costs of cleaning and repair.

In addition to the above, where it has been discovered that smoking has occurred in the apartment pre-Eminent Properties reserve the right to charge a further £100 for specialist cleaning.



### **DAMAGES**

Damages to the apartment or contents caused by the guest must be paid in full by the booker. In the event of any breakages or damage discovered after the guest vacates, PRE-EMINENT PROPERTIES 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 accommodation period if required. This inventory will be charged at £50

### **KEYS**

Pre-Eminent Properties will issue the guest with sets of keys (as relevant) and extra keys are available on request. A charge of £25 will be made for keys not returned before departure and £75.00 for car park fobs. If between the hours of 9pm and 7am a guest locks themselves out of their apartment and requires assistance to re-enter Pre-eminent Properties reserves the right to charge £85 call out charge plus the cost of a lock change if required.

### **CALL OUTS**

If the emergency call out number is used to call out the apartment manager between the hours of 10pm and 6am for any purpose other than an emergency; Pre-Eminent Properties reserves the right to charge a call out fee of £75.

If a call out is necessary due to a nuisance or disturbance Pre-eminent reserve the right to charge a call out fee of £100.00.

Details of other charges such as laundry and cleaning are available on request.

### **ARRIVAL AND DEPARTURES**

Apartments are available from 3.30pm on the day of arrival to 10.30am on the day of departure. Any additional hours of outside 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 your arrival.

Unauthorised late check outs will be charged at £25.00 up to 1pm or £50.00 if later than 1pm. If a late check prevents occupation, then the full rate for the night will be charged.



### **KEY COLLECTION**

Details will be provided to the booker prior to the check-in date. Reception may be unmanned so access codes and other relevant details will be provided only after a booking is confirmed. It is then the booker's responsibility to ensure that the guests have all the key, access codes and other relevant information, provided to them by Pre-Eminent Properties to gain access to the apartments.

### **CHANGES AND CANCELLATIONS**

Once a booking has been confirmed by us, should you wish to change your booking, all requests for changes must be made in writing and Pre-Eminent Properties will do their best to help. Administration charges may be applicable. These will not exceed £50. Amendments of date are subject to availability. Should any change be rejected, the original booking will be re-instated.

### **CANCELLATIONS**

Pre-Eminent Properties cancellation policy is set out below; Requests for cancellations and changes must be made by contacting our Reservation. Any booking not cancelled in writing during office hours will be charged at 100%. All cancellations must be confirmed in writing (email is acceptable). 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.



### **Cancellations Continued**

#### **Stays of less than 7 nights**

Pre-Eminent Properties must receive notification of cancellation for bookings from 1 to 6 nights, at least 3 days prior to midday on the day of arrival. Cancellations received less than 3 days prior to arrival will be subject to 100% cancellation charge.

#### **Stays of 7-27 nights**

Pre-Eminent Properties must receive notification of cancellation for bookings from 7-27 nights at least 7 days prior to the actual arrival date.

Where notification of cancellation is received

less than 7 days prior to the arrival date Pre-Eminent

Properties will apply a minimum cancellation charge of 7 nights' accommodation.

#### **Stays of 28+ nights**

Pre-Eminent Properties must receive notification of cancellation for bookings of 28 nights plus, at least 14 days prior to the actual arrival date. Where notification of cancellation is received less than 14 days prior to the arrival date PRE-EMINENT PROPERTIES will apply a minimum cancellation charge of 7 nights' accommodation. Non-arrivals will be treated as a cancellation and will be subject to a 100% cancellation charge.

Pre-Eminent Properties reserves the right to treat an early departure or reduction in the number of night or apartments booked which results in a reduction in the overall charges payable as a cancellation.

Pre-Eminent Properties does not expect to have to make any changes to your booking however occasionally bookings have to be changed or cancelled. If this does happen, we 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 must be made (and the change is not acceptable to you) or your booking must be cancelled Pre-Eminent Properties will, if possible and as soon as is reasonably practical, offer you an alternative apartment of similar standard for the same period. If you do not wish to accept a change or any alternative apartment offered, or Pre-Eminent Properties cannot offer you a suitable alternative Apartment, you will be entitled to cancel your booking and receive a full refund of all monies paid to Pre-Eminent Properties unless this is the result of an Event beyond our Control



### **Extensions**

If you wish to extend a stay, Pre-Eminent Properties requires notice in writing. Please give as much notice as possible to facilitate your 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 your apartment being booked by another gu

□ Where notice of intention to extend your stay has been given; Pre -Eminent Properties reserves the right to take all additional payments and charges from any credit/debit card used to make the original booking (plus any further deposit requirements). Where payment has been made by cheque or bank transfer, an invoice for the requested extended period will be sent to the billing address provided at the time of booking and payment must be made by return.

Accommodation and Occupancy

All apartments are occupied as serviced apartments and on the basis that no rights of tenancy are created.

### **RESTRICTIONS**

**SMOKING:** Pre-Eminent Properties operates a non-smoking policy in all apartments. Any evidence of smoking within the apartments may result in a £50 fine. – (See “Cleaning” clause above which states £100.00 for specialist cleaning)

**NO PARTY POLICY:** Pre-Eminent Properties operate a strict security policy to ensure the health and safety of all our guests and staff. Non-residents will not be allowed access to the apartments after 11pm and we operate a strict no party policy. Any guests who do not comply with this policy may be asked to find alternative accommodation and will be escorted from the building. Pre-Eminent properties reserve the right to cancel their booking with immediate effect and without refund. If a call out is necessary due to a nuisance or disturbance Pre-eminent reserve the right to charge a call out fee of £100.00. Any damage to the property caused by parties will incur a minimum charge of £250.

### **ANTI SOCIAL BEHAVIOUR**

Guests are expected to behave in a reasonable manner and to allow fellow guests and residents to enjoy peacefully the surrounding environment. Pre-eminent Properties (Cranbrook House) *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, uses threatening or abusive behaviour towards our staff on the phone, in writing or in person. If a call out is necessary due to a nuisance or disturbance Pre-eminent Properties (Cranbrook House) reserves the right to charge a call out fee of £200.00. 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. Cranbrook House 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 occasion



### **LIABILITIES**

Pre-Eminent Properties is responsible for its apartments, subject to these conditions. Pre-Eminent Properties is not responsible for the theft and/or damage of your personal belongings during your stay in any apartments booked. Therefore, you are advised to ensure you have appropriate insurances in place.

All warranties, conditions and other terms implied by statute or common law or otherwise are, fully permitted by law, excluded from any contract with Pre-Eminent Properties 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 the liability of Pre-Eminent Properties for death or personal injury resulting from negligence; or for any damage or liability incurred by you because of fraud or fraudulent misrepresentation by Pre-Eminent or any liability that cannot by law be excluded. If you are booking for, as or on behalf of a business or business employee, that business shall indemnify Pre-Eminent Properties 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 Pre-Eminent Properties arising out of or in connection with your, or your business', 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, Pre-Eminent Properties 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 your booking shall be limited to the fees paid to Pre-Eminent Properties under your booking.

Pre-Eminent Properties 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 Pre-Eminent Properties Control 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 Pre-Eminent Properties negligence, or any other liability that by law cannot be excluded or restricted, Pre-Eminent Properties 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 Pre-Eminent Properties



Although Pre-Eminent properties will make every effort to ensure that guests enjoy a peaceful stay, we 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.

#### Feedback and Complaints

Pre-Eminent Properties aims to deliver the best possible service, but in the unlikely event that you are dissatisfied with the service offered, you should notify Pre-Eminent Properties in writing as soon as possible in relation to any complaint about the booking service. In relation to any complaint about the apartment, you should notify the apartment manager as soon as possible in the first instance. If the problem cannot be resolved during your stay, you should write to Pre-Eminent properties, 72 Fielding Rd, Chiswick, London. Our policy is to acknowledge any complaint within five working days, advising you of who is dealing with your concerns and attempt to address them.

#### **GENERAL**

Pre-Eminent Properties reserves the right to change these conditions from time to time. Should guests be in breach of any of these conditions, Pre-Eminent properties reserves the right to request that guests vacate their apartment within 24 hours. 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.

#### **PRIVACY**

We may use your contact details to inform you of our products including special offers that we think may be of interest to you. If you do not want us to use your contact information to send details of our products to you, please let us know. All information collected or properly obtained during the booking process will be processed in accordance with our Privacy Policy

**PETS:** Pre-Eminent Properties regrets that pets are not allowed unless authorised, pre-booked and confirmed with our reservation's office prior to your arrival date. If authority is granted there will be a charge of £7.00 per pet per night. Pre-eminent Properties reserve the right to refuse the request. Pre-eminent reserve the right to charge for specialist cleaning where necessary of £100.00