# **Terms & Conditions**

These terms are applicable to all reservations, bookings and agreements for accommodation of any kind made by ("the Customer ") and Staycity Limited or any of its subsidiary companies or associated companies which may be referred to individually or collectively as "the Operator" or "Staycity" or "Staycity.com" in these terms and conditions and booked through any website operated by Staycity Limited or any of its <u>subsidiary companies or associated companies</u> including but not limited to Staycity.com.

Once a booking has been accepted by the Operator, a contract exists between the Customer and the Operator and making a booking by the Customer indicates acceptance of these Terms and Conditions by the Customer.

For bookings of 5 or more apartments different policies and additional supplements will apply, and the customer will be contacted by Staycity with more information.

**Amendments to Terms & Conditions** These terms may be subject to change at any time and without notice. Prior to your check-in, please consult the website for the most up-to-date amendments.

**Website Use and General Terms & 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.

This website is created and maintained in Ireland. Care has been taken to ensure the information provided in this website is accurate and complies with Irish laws & regulations.

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.

**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.

**Online Bookings and 3rd Party Websites** Please note that different terms, conditions & cancellation policies may exist in relation to online bookings made via Booking Agents and affiliate websites. Please read carefully the apartment rate details that are provided before you make your online booking.

**Payment Arrangements and Credit Card Payment Processes** Except in the case of pay now rates, Guests will be asked for full payment during online check-in or on arrival using their credit or debit card.

Staycity is a cashless business so cash cannot be accepted. We accept all major credit cards and debit cards.

Staycity does not accept cheques unless previously agreed with Management.

Credit and debit card transactions will be charged at the local currency rate, Staycity does not accept responsibility for additional costs that may be incurred.

As a security measure, customers who have booked through 3rd party agents and prepaid in full may be required to pre-authorise their credit or debit card and produce a valid ID on arrival.

# Cancellations

1. Cancellations must be made online or via e-mail in accordance with the cancellation policy set out in the booking confirmation email. Confirmation of cancellation will be sent to you via email.

2. Guests who prepay on a fully flexible rate can cancel online (in accordance with cancellation policy) and will be refunded to the credit or debit card used to make the booking as per the issuing bank's policy. Typically this may take between 3-10 working days, however some banks do take longer.

3. Cancellations are not permitted on "Non-refundable" rates.

4. If a customer fails to arrive or does not cancel within the cancellation policy time – they are treated as a "No Show" and the full amount will be charged and is non-refundable.

5. The Customer agrees that the above cancellation charges are a fair and genuine estimate of the loss that the Operator would incur on the cancellation of a booking.

We strongly recommend that all Customers obtain appropriate travel and personal insurance cover.

# **Stay Sweet Loyalty Club**

Only available when you book online at our official website staycity.com.

Stay Sweet promotional discounts are not available on sale rates and selected discounted promotions.

Priority early check-in, complimentary late check-out up to 1pm and complimentary room upgrade are subject to availability.

Free cancellation excludes 'Pay Now and Save' and "Advance Purchase" bookings.

You must activate your account by following the link on the activation email we send you.

Staycity Group reserves the right to change, remove or amend the program offerings at any time without notice.

Accommodation Amendments by Staycity Whilst all reasonable efforts have been taken by Staycity to ensure that bookings made under this Agreement are able to proceed, we reserve the right to relocate any booking to accommodation of similar size and standard in the locality. The Customer acknowledges that Staycity accept no liability for any loss or damage suffered by or caused to the Customer as a consequence of the relocation.

In exceptional circumstances the Operator may find it necessary to cancel your booking. If this occurs the Operator will refund any sum the Customer has paid which shall constitute a full and final settlement of any liability the Operator may have to the Customer as a result of such cancellation.

The Operator will not be liable for any delay, loss, damage or expenses incurred if your booking needs to be altered or cancelled, if it is unable to perform its contractual obligations as a result of events beyond its reasonable control, which shall include but not be limited to events such as war, civil strife, terrorist activity, labour disputes, natural or man-made disaster, fire, flood, and adverse weather conditions.

Alterations to booking requested by Customer If a Customer wishes to alter their booking (e.g. change the dates of stay or the accommodation requested), Staycity cannot guarantee that it will be able to do so and it accepts no liability for any loss, damage or additional expense that may be incurred in these circumstances.

While amendments are not permitted with Non-refundable Rates, they are possible with Standard bookings depending on availability, if requested at least 48 hours prior to arrival. Additional costs may be incurred if the cost of accommodation on the new nights varies from the previous booking. All amendment requests must be received in writing.

**Identification, Security Deposits for Damage, Extras and Cleaning** Photographic identification is required on check-in at our aparthotel in Venice, Mestre.

The Operator reserves the right to charge a Security Deposit per person upon check-in. If so, it will be fully refunded upon departure once all is in order with the apartment and its contents and no disturbance has taken place. Security Deposits held on a credit card (via a pre-authorisation) or charged to a debit card will be refunded as per the issuing bank's policy. Typically this may take between 3-10 working days, however some banks do take longer. The Customer hereby gives consent to the Operator to apply to the Customer's credit card all reasonable charges incurred which may not be covered by the Security Deposit.

Apartments sleep only the maximum number of guests listed on the description. Extra guests will not be permitted. Upon check-in, all guest names will be taken and confirmed when returning back to the apartments at night. Unfortunately, extra guest names cannot be added after check-in has taken place.

# **Check-in and Check-out Requirements**

Apartments will usually be made available from 3:00 pm on the day of arrival.

Unless otherwise agreed in advance, all apartments must be vacated by 11:00 am on the day of departure.

By prior arrangement late check outs can be arranged. A late check-out surcharge of £/€10 per hour will apply. An additional night's accommodation will apply to all check-outs after 3:00 pm.

## Facilities/Services Included in the Price

All apartments come fully furnished and include a kitchen equipped with appliances, cutlery, crockery, and kitchen utensils.

Only very basic toiletries are supplied to the apartment and guests are reminded to bring their own.

No items may be removed from the apartment.

All prices quoted are inclusive of bed linen & towels, cable TV and Internet.

The price quoted includes a apartment cleaning service. This is not a typical Hotel cleaning service where the apartments are cleaned daily. As part of the service apartment model only 7 night stays or more will be given a mid-stay clean, typically on the 4th day and every 7th day thereafter.

**Liability For Damage To or Loss of Customer's Property** Unless negligence by the Operator is established by an independent body or a Court of law, the Operator will not be held liable for injury to person, loss of, or damage to any property of any Customer or person staying at or visiting the apartments and or its general facilities and area.

The Operator does not provide insurance for personal effects. Vehicles parked in the Operator's carparks are done so at the risk of the Customer.

Personal belongings kept in apartment safes where provided, are done so at the Customers risk and the Operator does not take responsibility for any loss or theft.

We strongly recommend that guests make their own arrangements for travel & motor insurances to cover any such losses.

**Liability For Damage To or Loss of Staycity Property** The Customer is responsible for taking reasonable care of the apartment and its contents while staying with Staycity.

The apartment and all equipment, utensils, furniture etc. must be left clean and tidy at the end of your stay, or charges may be applied.

Customers are reminded to lock apartments and close all doors and windows when leaving the apartment.

Except in the case of normal wear and tear you are responsible for any damage to the apartment or its contents during your stay which has occurred due to the negligence, willful default or irresponsible behaviour on the part of yourself or those occupying the apartment or their guests. Any damage must be reported to Management without delay.

# Use of Staycity Property and Quiet Enjoyment for All Guests

Unfortunately Staycity is unable to accept 'stag' or 'hen' parties.

We would ask you to please respect other guests and our neighbours in relation to noise.

The use of any Staycity Property for the purpose of conducting business of any kind, without the consent of Staycity Management, is expressly forbidden.

The Customer shall do nothing in the accommodation which is a breach of the law.

The Customer shall not at any stage cause a nuisance of any kind or behave in an anti-social manner to fellow guests or staff members.

Staycity grants the use of its property solely for appropriate, legal, personal use.

Staycity expressly forbids entry to its property to any persons other than those listed under the relevant booking.

Staycity and the Customer agree that no tenancy rights accrue as a result of the usage of property.

The Customer may not re-let/sublet the apartment to any other third party.

Staycity reserve the right to refuse a Customer entry and accommodation if, on arrival Management reasonably considers that the guest is under the influence of drink or drugs, is unsuitably dressed or is behaving in a threatening, abusive or otherwise unacceptable manner.

Staycity operates a strict No-Party policy. The maximum number of people per apartment should not be exceeded and noise levels must not cause a disturbance to other guests. Additional charges will be levied on a Customer's account if there is evidence of a party having taken place.

The maximum apartment occupancy is set out on your booking confirmation.

Guests shall comply with all reasonable rules and procedures in effect at the property, including but not limited to health and safety and security procedures and requirements as to registration.

If during the course of a stay, the Operator receives serious complaints about the Customer or the Customer is behaving in a manner detrimental to the enjoyment of other customers or their guests, or the Customer is in breach of the Terms and Conditions, the Operator reserves the right to terminate the Customers stay without notice and without any obligation to refund any monies.

**No Smoking Policy and Candles Policy** All Staycity apartments are by law non-smoking properties. A charge of  $\pounds/\pounds250$  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.

Access to the Apartments by Management The Management and its authorised personnel may at any time access the apartment for the purpose of inspection of the apartment, and to carry out repair or maintenance work.

**Complaints** Staycity warrants to use all reasonable efforts to ensure that the Customer' chosen accommodation is properly arranged and is of a good standard.

If not happy the Customer should immediately notify the Operator of any complaint, and in any event no later than 12 hours after your arrival. If the Operator is found to be in breach of this warranty and cannot rectify the problem, the Operator will at its option either provide you with a replacement apartment (if reasonably practicable) or a partial refund of the price paid.

Under no circumstances shall the Operator's liability to the Customer exceed the amount paid to it for the rental period.

**Child Policy** Guests under the age of 18 years must be supervised by at least one adult per apartment.

Children under the age of 14 must be supervised by an adult at all times.

Children under the age of 2 are free and do not count as occupants. This is however dependent on suitable apartment availability and all local fire regulations.

All children over the age of two are regarded as guests when determining occupants of an apartment.

Pets No pets, of any kind, are allowed in the apartments with the exception of service dogs.

**Law** These terms and conditions shall be interpreted under Irish law except as otherwise provided by convention or applicable law and shall be subject to the jurisdiction of the Irish Courts.

These terms and conditions are applicable unless they are inconsistent with the applicable law in which event the applicable law shall prevail. If any of the provisions of the terms and conditions are invalid under any applicable law, then the other provisions shall nevertheless remain valid to the extent that the remaining provisions are capable of standing without the provision or provisions ruled invalid.

**Sale of Third Party Products and Services** The third party suppliers providing products or services available on this website and from our aparthotels are independent contractors and not agents or employees of the Staycity Group of companies. The Staycity Group of companies is not liable for the acts, negligence or misconduct of any such supplier or for any personal injuries, death, property damage or other damages or expenses resulting therefrom or otherwise arising from your booking of a product or service.

Staycity Limited subsidiary companies and associated companies Staycity Aparthotels Dublin Christchurch is registered in Ireland as Laragh Property Holdings Ltd. Staycity Aparthotels Dublin Castle is registered in Ireland as Laragh Property Holdings Ltd. Staycity Aparthotels Dublin Saint Augustine are registered in Ireland as Laragh Properties Dublin Ltd. Staycity Aparthotels Birmingham Newhall Square is registered in the UK as Staynewhall Square Ltd. Staycity Aparthotels Liverpool Duke Street is registered in the UK as StayCityLiverpool Ltd. Staycity Aparthotels Manchester Laystall Street and Staycity Aparthotels Manchester Piccadilly are registered in the UK as StayManchester Ltd. Staycity Aparthotels Edinburgh West End is registered in the UK as StayEdinburgh Ltd. Staycity Aparthotels London Heathrow is registered in the UK as StayCity Heathrow Ltd. Staycity Aparthotels London Greenwich High Road is registered in the UK as Staycity Greenwich Ltd. Staycity Aparthotels London Deptford Bridge Station is registered in the UK as Staycity Seager Ltd. Staycity Aparthotels Paris Gare de L'Est is registered in France as StayCity France SARL. Staycity Aparthotels Lyon Rue Garibaldi is registered in France as Staycity Lyon SAS. Staycity Aparthotels York Paragon Street is registered in the UK as Staycity York Ltd. Staycity Aparthotels Marseille Centre Vieux Port is registered in France as Staycity Marseille SAS. Staycity Aparthotels London The Strand and Wilde Aparthotels by Staycity London The Strand are registered in the UK as Staycity Strand Ltd. Wilde Aparthotels by Staycity Edinburgh Grassmarket are registered in the UK as Staycity UK Limited. Staycity Aparthotels Manchester Northern Quarter is registered in the UK as Staycity UK Limited. Staycity Aparthotels Bordeaux City Centre are registered in France as Staycity Bordeaux. Wilde Aparthotels by Staycity Checkpoint Charlie Berlin. Staycity Aparthotels Heidelberg are registered in

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