



TERMS & CONDITIONS GEOMETRIC APARTMENTS LIMITED

These conditions govern all bookings made (whether through website, email, telephone or other means) with **Geometric Apartments Limited** ("us" "we" "our") registered in England under number **6441020** whose registered office is at **11-12 Queen Square, Bristol, BS1 4NT**. 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. Reference in these terms and conditions to "you" or "your" include the person making the booking and all guests in the apartment booked. In addition by visiting or using our website you agree to comply with the website's [Terms of Use](#).

1. Booking

- 1.1 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 us shall only come into existence:
 - o if booking by telephone, e-mail or via the online booking system through our website, once we have confirmed acceptance of your payment details.
- 1.2 We reserve the right to refuse, at our sole discretion, any booking you make with us. It is your responsibility to notify us at the time of booking of the names of the relevant guests and whether they are adults or minors. Bookings for accommodation require at least one full name for each apartment. For maximum occupancy in any apartment see clause 8.
- 1.3 Non-corporate bookings will not be accepted from any paying guests under the age of 21 unless otherwise declared at the time of booking and agreed by Geometric Apartments in writing. 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, we reserve the right to cancel the booking.
- 1.4 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. You are advised to ensure that you put in place appropriate travel insurance policies to cover cancellation, medical cover and cover for loss or damage to personal property during your stay.
- 1.5 To confirm your booking we require a completed booking form by post, facsimile, email or via the internet. Telephone bookings are confirmed only when we have accepted the booking in writing or by email, and payment has been made in full.
- 1.6 Payment in full is required at the time of booking, unless otherwise agreed in writing. Should payment not reach us within the required time we 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 4% above Bank of England base rate for the period concerned.
- 1.7 Payment should be made either through our website or through the following methods of payment:
 - o Credit/debit cards: Visa, MasterCard, AMEX, Switch, Solo, Delta, Electron, Maestro, JCB (payments made by credit card may be subject to a 2% surcharge at our discretion);
 - o Company Cheque: Pounds sterling payable to "Geometric Apartments Limited";
 - o Bank Transfer: Pounds sterling (Bank details are available on request).
- 1.8 We may pass your debit/credit card details to a third party to process any payments.
- 1.9 Payment by cheque. Cheques should be made payable to: Geometric Apartments Limited, they should then be sent, with your booking details to:

Geometric Apartments Limited
#26 Geometric House
Braggs Lane
Bristol BS2 0EB
UK

10 Days should be allowed for your cheque to arrive and for the funds to clear. Payment cannot be accepted by cheque within a week from the arrival date.
- 1.11 Payment by bankers draft/bank transfer. If you intend to pay by bank transfer this should reach our account net of all bank charges. Please ask your bank to show your name and booking reference on the transfer. A copy of the transfer should also be sent/faxed to us. For reservations made within 8 weeks of commencement of stay, then full payment, by cleared funds, is required at time of booking. Should payment not reach us within the required time, we reserve the right to cancel any reservations made and any deposit previously made will be forfeited.
- 1.12 Please note that under no circumstances do we accept cash as a method of payment.

- 1.13 Where we are 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 24 hours in order for you to signify acceptance by making payment in full.

2. Rates

All apartment rates quoted are quoted in UK Pounds Sterling. Once a booking has been confirmed we will not change the rate quoted unless you amend the booking but otherwise rates are subject to change without notice. VAT is chargeable, where applicable, at the rate in force at the time of booking.

3. Payment of Additional Charges

- 3.1 Valid credit/debit card details must be supplied at the time of booking to cover additional charges incurred during your stay with us, including breakages and damages. We reserve the right to deduct from the relevant credit/debit card, without further notice, all amounts chargeable under these conditions, including, but not limited to:
- o **Further Accommodation charges**
 - o **Telephone Calls:** Telephone calls are charged separately.
 - o **Broadband:** Broadband is available in all apartment locations. Where broadband is offered, we will make every effort to ensure that the service is available at all times, but we cannot guarantee any internet or broadband connection availability. If there is a fault which is deemed by us to be associated with the user's hardware or software, no support will be available. Standard broadband is complimentary, however, upgraded bandwidth is chargeable.
 - o **Other Chargeable Services:** Details of other additional services are available on request.
 - o **Cleaning:** We expect the apartments to be left in a reasonable state on departure. If, at our absolute discretion we consider 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 in excess of 28 days, a discretionary final cleaning charge of up to £100 plus VAT may be charged. If an apartment is deemed unfit for occupation, you will be obliged to pay compensation to us for loss of revenues in addition to the costs of cleaning and repair. We reserve the right to charge £150 plus VAT (in addition to the general cleaning charges) for specialist cleaning to an apartment and/or its contents where we believe smoking has taken place in the apartment.
 - o **Damages:** Damages to the apartment or contents must be paid in full by you. In the event of any breakages or damage discovered after you vacate, We will notify you by e-mail within 1 week of your departure, providing a detailed breakdown of the damage and the cost of rectification. Where possible, photographic evidence will also be supplied. Inventories are provided in the apartments and are located on the inside of your kitchen cupboard. It is your responsibility to check that all items are present in the apartment upon your arrival & that there is no damage to these items. Condition reports can also be provided at the beginning and at the end of the accommodation period if requested.
 - o **Key Cards:** We will issue you with a key card and extra key cards are available on request. If the issued key cards are not returned on departure we reserve the right to charge you up to £20 plus VAT per key card. If between the hours of 10pm and 8am you lock yourself out of the property and/or the apartment and require assistance to re-enter the property and/or the apartment, we reserve the right to charge £50 plus VAT call out charge in addition to the charge for lost key cards.
 - o **Call Outs:** If the emergency call out number is used to call out the apartment manager between the hours of 6pm and 9am for any purpose other than an emergency, we reserve the right to charge you a call out fee of £50 plus VAT.
- 3.2 Within one week of any deduction of any additional charges from a debit / credit card, we will provide you by e-mail or otherwise with a breakdown of the additional charges. In relation to any additional charges payable, in the event that payment under debit / credit card is declined, for any reason, we reserve the right to invoice you directly. You must pay this invoice within 7 days of issue date.

4. Arrivals and Departures

Apartments are available for occupation from 15:00 hours on the day of arrival and the apartment must be vacated by 10:00 hours on the day of departure. Any additional hours of occupation outside the available times in each period of 24 hours will be charged as one extra day unless otherwise agreed in writing. Early check in/late check out cannot be guaranteed unless the booking is made from the night before arrival for the night after departure. Key card collection details will be provided to the booker prior to the check-in date. The apartments operate unmanned receptions so access codes and other relevant details will be provided only after a booking is confirmed and payment has been made in full. It is your responsibility to ensure that all the key cards, access codes and other relevant information, is provided to the individuals who will be staying in the apartment.

5. Cancellations and Amendments

If you wish to alter your booking, we will endeavour to comply with your requirements, but cannot guarantee that these will be met. You will be obliged to pay any additional expenses incurred as a result of an alteration. Cancellations and amendments to confirmed bookings are subject to the following conditions:

- 5.1 If you have to, or wish to, cancel your booking, you must inform Geometric Apartments Limited in writing as soon as possible at:
Geometric Apartments Limited
#26 Geometric House
Braggs Lane
Bristol BS2 0EB
UK
Or e-mail info@geometricapartments.com
- 5.2 We may charge, at our discretion, an amendment fee of up to £50 plus VAT to cover administrative costs:
- 5.3 No refunds will be made for non-arrivals for any reason.
- 5.4 Requests for cancellations and amendments must be made by contacting us during (UK) office hours of 9.00am – 5.30pm. Our cancellation policy is set out below.
All cancellations must be confirmed in writing. Cancellation charges may be applied in relation to the notice period between notification of cancellation and the date of stay at each apartment within a booking:

Stays of 2 to 6 nights

We must receive no less than 7 days notification of cancellations for bookings under 7 nights stay prior to midday on the day of arrival. Any cancellations received less than 7 days prior to midday of the arrival date will be subject to 100% cancellation charge.

Stays of 7–28 nights

We must receive no less than 7 days notification of cancellation for bookings from 7 – 28 nights prior to midday on the day of arrival. Any cancellations received less than 7 days prior to midday of the arrival date will be subject to a cancellation charge of 7 nights accommodation. Should your booking have already commenced, you are required to provide no less than 7 days notice in order to cancel the remainder of your booking.

Stays of 29 nights or more

We must receive no less than 28 days notification of cancellation for bookings of 29 nights or more prior to midday on the day of arrival. Any cancellations received less than 28 days notification prior to midday of the arrival date will be subject to a cancellation charge of 14 nights accommodation.

If the total duration of your stay is less than 84 nights and should your booking have already commenced, you are required to provide no less than 14 days notice in order to cancel the remainder of your booking without charge. Please also note that if this cancellation results in your booking duration totaling less than 28 nights, your entire booking will be subject to a higher nightly rate.

If the total duration of your stay is 84 nights or more and should your booking have already commenced, you are required to provide no less than 28 days notice in order to cancel the remainder of your booking without charge. Bespoke cancellation periods can be arranged for any guest booking a stay of over 84 nights. Please contact our offices should you wish to arrange this agreement prior to placing your booking.

Any non-arrivals will be treated as a cancellation and will be subject to a 100% cancellation charge. Geometric Apartments Ltd reserve the right to re-let your allocated apartment should a non arrival occur unless notified by You in writing of a later arrival date within your booking period.

- 5.5 We will acknowledge any cancellations or amends to your booking by email and it is your responsibility to ensure that any acknowledgements are received. If we do not acknowledge your changes in writing, you must assume that the changes have not been made.
- 5.6 If you have extended your booking and wish to cancel or further amend the booking (see “Extensions” below) You will be liable to pay the total charges for the extended period in accordance with the scale contained in clause 5.4 above.
- 5.7 We reserve the right to treat any reduction in the number of nights or apartments booked which results in a reduction in the overall charges payable as a cancellation.
- 5.8 All amends are subject to availability. Should any amends be rejected, your original booking will be reinstated. Name changes or child age changes will not incur any charges.

6. Extensions

- 6.1 If you wish to extend a stay, you should check availability through the online booking system and extend your stay through your management account. Alternatively, we require notice in writing. Please give as much notice as possible in order to facilitate your request. All extensions are subject to availability and rental rate change. Failure to give us notice in writing of an intention to extend a stay may result in your apartment being booked by another guest.
- 6.2 Where notice of intention to extend your 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 (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.

7. Accommodation and Occupancy

All apartments are occupied as short term accommodation and on the basis that no tenancies are created, If you are an individual (as opposed to a company) then by entering into this agreement you are declaring that the apartment booked is not your only or principal place of residence. Should this circumstance change so that it may become your main or only residence then you and us agree that this agreement shall terminate immediately before the change occurring. If you are a company, then by entering into this agreement you are declaring that you will not allow anyone to occupy the apartment as their only or principal residence.

8. Apartment Specification

Reasonable care has been taken that the content of our website (and/or other means of promotion or advertising) is correct but it is subject to amendment at any time without notice. All content on our website (and/or other means of promotion or advertising) is published in good faith. We do not warrant that the content of our website (and/or other means of promotion or advertising) accurately or completely describe any of the apartments. Our web site may link to other web sites and we are not responsible for the data policies, content or security of these web sites.

You should note the following points about apartments:

- o Apartments are individual and vary in style, size and layout so furnishing details are not uniformly standard. Although accommodation and location are confirmed in advance, the exact apartment cannot be guaranteed prior to arrival;
- o Our website (and/or other means of promotion or advertising) may contain a plan of the layout of the apartment. The plan will only be a general representation of the accommodation. Actual unit size, design, fixtures, furnishings and facilities may vary from those shown on the plan;
- o The number of people permitted to occupy each apartment is limited to the number of beds. In some apartments extra beds can be provided and this will be at a charge to be agreed at the time of booking. If the number of people permitted to occupy an apartment is exceeded, we may refuse access to the accommodation and reserve the right to charge for additional apartments;
- o You and your party must comply with any rules and regulations set by us. We recommend that you take time to familiarise yourself with the safety procedures in the apartments, the building and local area, paying particular attention to fire evacuation details and security;
- o You and the other members of your party are responsible for payment of any charges made for use of facilities, such as but not limited to broadband, additional laundry services, and for any other fees levied by us for the use of amenities;
- o Accommodation may not be able to operate heating and air-conditioning at any one time.
- o Where internet or broadband connectivity is available, you agree to use such services in a responsible manner and not for any illegal purpose.
- o We shall use reasonable endeavours to retain any items left in apartments for up to 3 month after the guest's departure date. Please email info@geometricapartments.com for enquiries relating to any lost items.
- o For further information on individual apartments please email: info@geometricapartments.com

9. Restrictions

In relation to our apartments the following restrictions apply:

- o Smoking: We operate a **non smoking policy throughout the building**.
- o Pets: We regret that pets are not allowed in any of our apartments (except for guide dogs)
- o Please note that we do not accept stag or hen parties or groups of over 10 guests without prior written consent by Geometric Apartments.

10. Liability

We are responsible for our apartments, subject to these conditions.

- 10.1 We are 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.
- 10.2 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.
- 10.3 Nothing in these terms and conditions shall affect your statutory rights if you are a consumer.
- 10.4 Nothing in these terms and conditions limits or excludes our liability for death or personal injury resulting from our 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.
- 10.5 Subject to the 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.
- 10.6 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', 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.

- 10.7 We shall not be liable for any failure or delay in performance of our obligations which results directly or indirectly from any cause or circumstance which is beyond our reasonable control, including (but not exclusively) 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.
- 10.8 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.

11. Services

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, television, broadband, internet and other communications, disruption or noise caused as a result of repair works being carried out in another part of the property. However, upon notification by you, we will use our reasonable endeavours to maintain and rectify (within a reasonable period of time) all services to our apartments.

12. CCTV

In order to maintain the security of the Property and to give you peace of mind during your stay with us CCTV cameras will be operating in all communal areas inside the building and externally at all entry and exit points.

13. Car Parking

Onsite car parking is available at an additional charge

- 13.1 If a car parking space is reserved, the space will be available from 3pm on the day of arrival and must be vacated by 10.00am on the day of departure unless otherwise agreed in writing at the time of the booking.
- 13.2 If vehicles have not been removed by 3pm on the day of departure then an additional days car parking charge will be payable
- 13.3 If vehicles have not been removed by 6pm on the day of departure then we reserve the right to clamp vehicles and a charge of [£200] will be payable to release the clamp
- 13.4 If a clamp is forcibly removed then a charge of [£200] will be payable plus the cost of repairing or replacing the damaged clamp
- 13.5 All vehicles and their contents are left entirely at their owners risk
- 13.6 We will not be liable for the theft of or damage to your vehicle or its contents
- 13.7 A gate is located at the entrance to the onsite car park, and we ask that all guest ensure that this gate is closed securely behind them at all times
- 13.7 Although all endeavours are made to ensure that the car park entrance gate remains shut at all times, Geometric Apartments hold no responsibility for the entrance gate being left open.

14. Feedback and Complaints

We aim to deliver the best possible service, but in the unlikely event that you are dissatisfied with the service offered, you should notify us in writing or by email as soon as possible in relation to any complaint about the booking service. In relation to any complaint about the apartment, you should contact us on 0117 954 7490 as soon as possible in the first instance. If the problem cannot be resolved during your stay, you should write to, Geometric Apartments Limited, #26 Geometric House, Braggs Lane, Bristol BS2 0EB or you can call us on 0117 954 7490 or email: info@geometricapartments.com. 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.

15. General

We reserve the right to change these conditions from time to time. Should you be in breach any of these conditions, we reserve the right to request that you vacate your 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.

In addition to these Terms and Conditions please be advised we have separate [Terms of Use](#) of our website. Our [Privacy Policy Statement](#) is also available online.

Terms and Conditions 1.8

The latest copy of these Terms and Conditions of booking are [available on our website](#). They may be updated at any time.