

Booking Terms and Conditions

Definitions

1. "Urbana" is registered as Urbana (Edge Street) Apartments Limited, Sevendale House, 7 Dale Street, Manchester, M1 1JA
2. The "Guest" means the person who will let the Apartment from Urbana.
3. The "Principal Guest" shall mean the person making the booking.
4. The "Apartment" means the property to be let and includes all appliances, fixtures and fittings at or in the property.
5. "Booking Agreement" means the agreement between the Guest and the Urbana incorporating the Invoice and the Booking Terms and Conditions in which the Urbana agrees to let the Apartment to the Guest for the purpose of a stay.
6. "Booking Terms and Conditions" means the terms and conditions which apply to any booking of the Apartment made by the Guest.
7. The "Commencement Date" means the date specified as the date from which this Contract of Hire shall come into effect between Urbana and the Guest at the point of payment – either deposit or in full, whichever is the earlier.
8. The "Stay" is the period to which the Apartment is let to the Guest.
9. The "Rent" is the daily or weekly monies payable to Urbana for the Stay by the Guest by paying any money, is acceptance of the Booking Terms and Conditions.
10. "Deposit" refers to a nonreturnable payment (a percentage of the total payment) by the Guest to Urbana to confirm the Stay.
11. "Refundable Security Deposit" is the sum payable by the Guest to cover any breakages, damages or minor repairs to the Apartment which may be incurred during the Stay.
12. "Cancellation Policy" means the terms in which the Stay can be cancelled.
13. "Cancellation Fee" is the fee charged to the Guest in the event the Guest cancels the booking.
14. Arrival and Departure Times refers to the time which the Guest may enter the Apartment at the start of the Stay and when the Guest should leave the Apartment on the last day of their Stay.
15. "Welcome Pack" refers to an information pack giving details and instructions on each Apartment.

This agreement:

The Booking Agreement

16. When you book an Apartment you automatically enter into a contract with Urbana.
17. Urbana permits the Guest to occupy the Apartment for the holiday period shown on the invoice together with the use of its contents. The Guest shall not be entitled to a tenancy, or to any assured shorthold or assured tenancy or any statutory protection under the Housing Act 1988 or other statutory security of tenure.
18. The Principal Guest will be aged 18 or over.

Booking and Payment Terms

19. The Guest must be authorised to accept the Booking Terms and Conditions on behalf of all guests.
20. For bookings made:
 - a. **1 week or more in advance of arrival:** the booking for a holiday will be effective when a deposit of 30% of the total Rent is received. The full balance of the total cost of the holiday and must be paid not later than 1 week before the start of your holiday. The Refundable Security Deposit must be paid 3 days' week before the start of your holiday
 - b. **Less than 1 week before date of arrival:** payment must be paid in full at the time of booking. The Refundable Security Deposit must be paid 3 days' week before the start of your holiday
 - c. **Less than 3 days' before date of arrival:** the holiday and the Refundable Security Deposit must be paid in full at the time of booking.
21. All reservation deposits paid to Urbana are non-refundable.
22. In addition to the cost of your holiday, Urbana will require a Refundable Security Deposit which may be used to cover the cost of breakages, damage, loss or extra cleaning if required and will be returned to the Guest within 14 working days of the end of the holiday. It is the Guest's responsibility to ensure that the Apartment and its furniture, fixtures, fittings and effects are left in the same state of cleanliness and order as was found at the start of the holiday. Urbana reserves the right to make a charge for any extra cleaning necessary as a result of failure to comply. Urbana will deduct the cost of extra cleaning and/or breakages from the Refundable Security Deposit and forward the balance to the Guest. The Guest shall be responsible for serious loss or damage which occurs to the Apartment or its contents as a result of their negligence during their occupancy and is also responsible for paying appropriate compensation to Urbana.
23. Payments can only be accepted in Pounds Sterling and via bank transfer, credit or debit card transactions.

Cancellation Policy

24. If a Guest wishes to cancel a booking they must notify Urbana as soon as possible firstly by telephone and then in writing. The following conditions prevail on receipt of the written cancellation:
 - a. **Up to 1 week before the due date of arrival:** the Guest will forfeit the Deposit.
 - b. **Less than 1 weeks before the due date of arrival:** the Guest will forfeit the full cost of the Stay.
 - c. **Less than 3 days' before date of arrival:** the Guest will forfeit the full cost of the Stay, and the Refundable Security Deposit will be returned to the Guest in full.
25. If, following a booking, the full balance is not paid on time, Urbana shall have the right to cancel the holiday and to re let the Apartment. No refund would be applicable.
26. It is highly recommended that the Guest has holiday insurance to cover any cancellation.

Urbana's Right to Refuse/Alter

27. Urbana may, at their discretion, refuse any booking.
28. Urbana may cancel or alter arrangements made for the Guest whether before or during the holiday period provided that such cancellation or alteration is necessary;
29. due to circumstances beyond the reasonable control of Urbana; or
30. to perform or complete essential remedial or refurbishment works.
31. If a booking is altered or cancelled by Urbana due to circumstances beyond all reasonable control, Urbana will take reasonable steps to offer a suitable alternative booking. If Urbana is not able to offer such an alternative or the Guest does not accept the alternative offered, Urbana will return to the Guest all money paid by the Guest in respect of the Apartment and will not otherwise be liable for any other loss by such alteration or cancellation.

Change of Booking

32. Transferred bookings are not normally permitted eg a transfer from one date to another. Please therefore check all details carefully.

Right of Entry

33. Urbana and its contractors may occasionally require access to the Apartment in order to carry out remedial work or repairs. Urbana will ensure that the time spent in the Apartment is kept to a minimum.
34. If the Guest is staying longer than one week, Urbana require access to the Apartment to provide cleaning and laundry services associated with the stay.

Pets

35. Pets or other animals are not allowed in the Apartment building or Apartments.
36. Assistance dogs are permitted in the Apartment with prior agreement.
 - a. The Guest is responsible for any damage caused by assistance dog and for cleaning up after the pet both inside and outside. Urbana reserves the right to charge for extra cleaning if necessary.
 - b. Guests are asked to respect any neighbours in nearby properties, keep their pets under control and avoid excessive noise.
37. Urbana does not guarantee that if the Apartment is advertised as "No Pets Allowed" that the Apartment has never been occupied by Assistance dogs.

Guest Obligations

38. The Guest will be responsible for all payments and for any damage other than normal wear and tear to the Apartment or its contents.
39. The Guest agrees to keep and leave the Apartment and its contents in the same state of repair and condition, and in a clean and tidy state as at the start of the booking period (with the exception of reasonable wear and tear).
40. The Guest must allow Urbana to enter the Apartment to inspect the state of it and immediate access must be granted.
41. The Guest must not use the Apartment or allow its use for any dangerous, offensive, noisy, illegal or immoral activities or carry on any act that may be a nuisance or annoyance to Urbana or to any neighbours.
42. The Guest and their party must comply with any reasonable regulations relating to the Apartment of which the Guest has written notice. Such regulations may be found in the Welcome Pack in the Apartment, eg wastes disposal, recycling, use of equipment.
43. Smoking is not permitted in any part of the Apartment building or Apartment. In the event that the Guest does smoke in the Apartment Urbana shall be entitled to charge £150 by way of liability to cover the additional costs of cleaning, freshening and airing the Apartment over a 24-hour period. Any damages caused will be charged for in addition to this fee.
44. The use of incense sticks, candles or fireworks by the Guest at the Apartment is not permitted.
45. The Guest shall not undertake any filming or photography in the apartment for their personal gain or their business' financial gain without the prior agreement of the Company. In the event of a breach of this clause the Guest agrees to the immediate and minimum payment of £500 (five hundred pounds) and to vacate the apartment immediately. The Company may also reasonably determine that further payments are due. Under no circumstances will a refund be given for the Booking fee.
46. Under no circumstances may any pornographic, underwear, swimwear or 'glamour' filming or photography take place in the Apartment. A fixed penalty fee of £1,000 will be immediately payable and all film or photographs will have to be destroyed by the Guest and withdrawn from any publications or websites immediately.

Damages and Security Charges

47. Urbana recommends that Guests hold personal insurance for accidental damage and personal liability.
48. If on arrival at the Apartment the Guest discovers that anything is missing or damaged, then this must be reported to Urbana within 24 hours otherwise it will be presumed that the damage/loss was caused by the current Guest and a charge will be made.
49. Urbana would appreciate it if the Guest or their party would report any breakages, losses or damage to the Apartment or its contents during their stay so that they can organise replacements or repairs as part of an ongoing process. This ensures that the Apartment is maintained to a high standard at all times. Comments on how to improve the Apartment can be sent to info@stayurbana.co.uk.
50. All bookings will be subject to a Refundable Security Deposit, if no damage or breakages happen during your stay, the deposit will be refunded to you in full within 14 days of the end of your stay.



Occupation

51. Guests must not use the Apartment except for the purpose of a holiday by the Guest and the Guest's party during the holiday period, and not for any other purpose or longer period.
52. Urbana, may refuse or cancel any bookings from parties that may in their reasonable opinion be unsuitable for the Apartment concerned.
53. The maximum occupancy of the Apartment shall not exceed the number stated without prior arrangement with Urbana who reserves the right to make additional charges. If the Guest wishes to hold any function or celebrations exceeding this limit it must first obtain the written permission of Urbana. If permission is granted, an additional charge may be levied.

Supply of Services

54. Urbana cannot accept responsibility for a shortage of services, such as water, electricity or other, at the Apartment for any other reason outside Urbana's reasonable control.

Comments/Complaints

55. Every reasonable care will be taken to ensure that the Apartment is presented to the Guest to a high standard. In the event that the Guest finds on arrival at the Apartment that there is a problem, or cause for complaint, the Guest should immediately contact Urbana. Reasonable steps will then be taken to assist the Guest.
56. Urbana is committed to ensuring that any problems or complaints the Guest may have whilst at the Apartment are resolved efficiently and promptly, but as such must be given the opportunity to do so. Urbana will make all reasonable efforts to repair or replace any damaged or broken contents within the Apartment to the satisfaction of the Guest. Any refusal to notify Urbana or refusal of reasonable rectification may affect the Guest's right to compensation or repayment.
57. Guests must provide a contact telephone number for Urbana to communicate with them about problems or complaints. Guests must allow access to the Apartment by Urbana or its contractors to resolve problems or complaints. If the problem or complaint remains unresolved, the Guest must contact Urbana again. The Guest must not independently move to other accommodation without first allowing Urbana the reasonable opportunity to assist in resolving the complaint or problem. If the Guest does so, or refuses reasonable rectification, the Guest may affect their rights to compensation or repayment.
58. Under no circumstances will complaints be dealt with if received after the holiday has ended.
59. If Urbana has to visit the Apartment in order for a complaint/problem to be resolved in relation to your booking there will a charge of £25 per hour should it not be the fault of the Apartment or Urbana but of the Guest and will be deducted from the Security Deposit.

Arrival and Departure Time

60. The Guest and their party must arrive after the Arrival Time of 3pm on the first day of the holiday period and depart before the Departure Time of 11 am on the last day of the holiday period. Any stay that extends over this period will be subject to a charge being made for additional hours – unless prior written approval has been given by Urbana. This is important so that Urbana have time to service the Apartment and prepare it for the next stay.
61. The Guest will be issued with a set of keys to the Apartment on the first day of the holiday period and the Guest must return them on the last day of the holiday period or the date of departure, if earlier. Failure to do so will incur a charge of £100 to help cover the cost replacement lock and key. This will be deducted from the refundable Security Deposit.
62. Some properties may have a key safe in which case the Guest will be given the key safe number prior to their arrival. The Guest is advised to use the key safe during their stay. On the date of departure, the keys must be placed back in the key safe and the key safe locked and secured.
63. Directions and key collection details will be sent to the Guest on receipt of the final payment.

Right to Evict

64. Urbana reserves the right to terminate the Contract of Hire on notice, and in such case the Guest and their party must leave the Apartment (without compensation being payable to the Guest or any member of their party), if there is a serious breach of this agreement; or their behaviour endangers the safety of others; or any complaints are made of anti-social behaviour; or unreasonable breakages or damage occurs; or smoking restrictions are not observed.

Indemnify

65. The Guest shall be liable for and indemnify Urbana against any liabilities, damages, claims, costs, losses (whether direct or indirect and including loss of profits) and expenses incurred or paid by Urbana on the arising from the Guest's use or occupation of the Apartment which arise from any breach by the Guest of his or her obligations under the Agreement or from any negligence or wilful default of the Guest and/or the Guest's party.

Governing Law

66. The construction, validity and performance of this agreement shall be governed by the law of England and Wales, and both parties submit to the nonexclusive jurisdiction of the UK Courts.