

**THE CLIENT'S ATTENTION IS IN PARTICULAR DRAWN TO THE PROVISIONS OF CONDITION 11.4**

**1. INTERPRETATION**

1.1 In these conditions the following words have the following meanings:

**Company:** A SPACE IN THE CITY LTD and its trading divisions only that provides the Services to the Client

**Client:** any person, firm or company who enters into a contract for the provision of Services with the Company

**Contract:** any contract between the Company and the Client for the purchase of the Services (more specifically arranging short term letting of Property) incorporating these Conditions;

**Property:** any property which the Company has agreed to let to the Client and which forms part of the Contract.

**Services:** the services agreed in Contract to be supplied to the Client by the Company (including all services ancillary thereto and any part or parts of them).

1.2 In these conditions references to any statute or statutory provision shall, unless the context otherwise requires, be construed as a reference to that statute or statutory provision as from time to time amended, consolidated, modified, extended, re-enacted or replaced.

1.3 In these conditions references to the masculine include the feminine and the neuter and to the singular include the plural and vice versa as the context admits or requires.

1.4 In these conditions headings will not affect the construction of these conditions.

**2. APPLICATION OF TERMS**

2.1 Subject to any variation under condition 2.3 the Contract will be on these conditions to the exclusion of all other terms and conditions (including any terms or conditions which the Client purports to apply under any purchase order, confirmation of order, specification or other document).

2.2 No terms or conditions endorsed upon, delivered with or contained in the Client's purchase order, confirmation of order, specification or other document will form part of the Contract simply as a result of such document being referred to in the Contract.

2.3 These conditions apply to all the Company's sales and any variation to these conditions and any representations about the Services shall have no effect unless expressly agreed in writing and signed by a Director of the Company. Nothing in this condition will exclude or limit the Company's liability for fraudulent misrepresentation.

2.4 Each order for Services by the Client from the Company shall be deemed to be an offer by the Client to purchase Services subject to these conditions.

2.5 No order placed by the Client shall be deemed to be accepted by the Company until a fully completed order form has been received and written acknowledgement of order is issued by the Company.

2.6 The Client must ensure that the terms of its order and any applicable specification are completely and accurately recorded in its order and the Company shall have no liability whatsoever with regard to any order made which is not accurate.

2.7 Any quotation is given on the basis that no Contract will come into existence until the Company despatches an acknowledgement of order to the Client. Any quotation is valid for a period of 7 days only from its date, provided that the Company has not previously withdrawn it. All quotations are subject to availability.

**3. DESCRIPTION**

3.1 The description of the Services shall be as set out in the Company's quotation.

3.2 All drawings, descriptive matter, specifications and advertising issued by the Company and any descriptions or illustrations contained in the Company's catalogues or brochures are issued or published for the sole purpose of giving an approximate idea of the Services described in them. They will not form part of this Contract.

**4. ACCOMMODATION & OCCUPANCY**

4.1 The Property sleeps strictly no more than a maximum of two people per double or twin bedroom or one person per single room. The Client agrees that they will at all times treat the Property with respect (including but not limited to) only sleeping on the designated beds and not sleeping in any other part of the Property. Unauthorised occupancy in the Property at any time for any period is deemed as a breach of the Contract.

4.2 The Company endeavours, wherever possible, to fulfil guests requirements for a specific Property. This, however, is not guaranteed. The Company reserves the right to relocate guests to comparable accommodation.

4.3 The Contract is between the Company and the individual specified on the ordering form (the Client) unless it has been specifically agreed to the contrary in writing by the Company. The Property may only be occupied by the person(s) listed on the ordering form.

**5. ARRIVALS & DEPARTURES**

5.1 Guests may check-in from 2pm on the first day of their ordering and are requested to vacate by 11am on their final day.

5.2 Unless otherwise agreed a representative of the Company shall be present to check guests into the Property only during the normal check-in hours of (Mon-Fri 2am-6pm). Out of hours key collection can be arranged but it is the responsibility of the Client to pre-arrange this with the Company.

**6. PERFORMANCE**

6.1 Performance of the Services will take place at the most appropriate premises as specified by the Company.

6.2 Unless otherwise agreed any dates specified by the Company for performance of the Services are intended to be an estimate and time for performance shall not be made of the essence by notice. If no dates are so specified, performance will be within a reasonable time given the circumstances surrounding the performance of the Services.

6.3 Subject to the other provisions of these conditions the Company will not be liable for any direct, indirect or consequential loss (all three of which terms include, without limitation, loss of profits, loss of business, depletion of goodwill and like loss), costs, damages, charges or expenses caused directly or indirectly by any delay in the performance of the Services (even if caused by the Company's negligence or for any reason whatsoever), nor will any delay entitle the Client to terminate or rescind the Contract unless such delay exceeds 180 days.

6.4 If for any reason the Client will not accept performance of any of the Services when they are ready to be performed or the Company or any third party so instructed by the Company is unable to perform the Services on time because the Client has not provided appropriate instructions, documents, licences or authorisations:

(a) risk in the Services will pass to the Client immediately (including the risk for loss or damage caused by the Company's negligence);

(b) the Services will be deemed to have been performed;

6.5 If the Company or any third party so instructed by the Company delivers to the Client a quantity of Services of up to 5% more or less than the quantity accepted by the Company the Client shall not be entitled to object to or reject the Services or any of them by reason of the surplus or shortfall and shall pay for such Services at the *pro rata* Contract rate.

**7. NON-PERFORMANCE**

7.1 The quantity and/or quality of any Service as recorded by the Company shall be conclusive evidence of the quantity and /or quality received by the Client on performance unless the Client can provide conclusive evidence proving the contrary.

7.2 The Company shall not be liable for any non-performance of Services (even if caused by the Company's negligence) unless written notice is given to the Company within 24 hours of the date when the Services would in the ordinary course of events have been performed.

7.3 Any liability of the Company for non-performance of the Services shall be limited to performing the Services within a reasonable time or issuing a credit note at the *pro rata* Contract rate against any invoice raised for such Services.

**8. PRICE**

8.1 Unless otherwise agreed by the Company in writing the price for the Services shall be the price set out in the Company's price list published on the date of performance or deemed performance.

8.2 The price for the Services shall be exclusive of any value added tax where applicable and all other reasonable costs or charges in relation to performing the Services all of which amounts the Client will pay in addition when it is due to pay for the Services.

8.3 Provision of broadband internet is restricted by the Internet Service Provider to 160Mb/day. The Company reserves the right to charge any client exceeding this limit at a rate of £5.00/Gb.

**9. PAYMENT**

9.1 All payments to be made under the contract are to be made in GBP and no other currency will be accepted.

9.2 Payment of the price for the Services is as follows: -

(a) Full payment is taken at time of booking. For stays in excess of 28 nights, credit terms are available upon request.

(b) A bond may be required at the time of ordering. This is at the sole discretion of the Company and the amount of bond required will be agreed with the Client at the time of ordering. The Company may refund the bond or part of it at their sole discretion.

9.3 Time for payment shall be of the essence.

9.4 No payment shall be deemed to have been received until the Company has received cleared funds.

9.5 All payments payable to the Company under the Contract shall become due immediately upon termination of this Contract despite any other provision.

9.6 The Client shall make all payments due under the Contract without any deduction whether by way of set-off, counterclaim, discount, abatement or otherwise unless the Client has a valid court order requiring an amount equal to such deduction to be paid by the Company to the Client.

9.7 If the Client fails to pay the Company any sum due pursuant to the Contract the Client will be liable to pay interest to the Company on such sum from the due date for payment at the annual rate of 4% above the base lending rate from time to time of HSBC BANK PLC, accruing on a daily basis until payment is made, whether before or after any judgment. The Company reserves the right to claim interest under the Late Payment of Commercial Debts (Interest) Act 1998 in addition to the above interest rates.

**10. PAYMENT METHOD**

The Company is pleased to accept the following methods of payment: -

Credit/Debit Cards: The Company accepts most major credit and debit cards. American Express credit cards attract a credit card charge of 3.5% whilst all other credit cards attract a charge of 2%. There is no charge for debit cards.

Cash: By prior arrangement.

Travellers Cheque: £ Pounds sterling Provided that only unsigned travellers cheques will be accepted together with a valid passport. Any signed travellers cheques must have been signed in the presence of and witnessed by a company representative.

Bank Transfer: £ Pound sterling. Bank Details available on request. Funds should reach the Company account net of all bank charges. The Client should quote their surname and date of arrival on transfer. A copy of the transfer should also be sent/faxed to us on +44 (029) 2021 4222.

Bankers Draft: £ Pounds sterling. Payable to: "A Space in the City Ltd"

Company Cheque: £ Pounds sterling. Payable to: "A Space in the City Ltd"

Personal Cheque: £ Pounds sterling. Payable to: "A Space in the City Ltd" (Only accepted up to the amount shown on the guarantee card.)

#### 11. LIMITATION OF LIABILITY

11.1 The following provisions set out the entire financial liability of the Company (including any liability for the acts or omissions of its employees, agents and sub-contractors) to the Client in respect of:

- (a) any breach of these conditions; and
- (b) any representation, statement or tortious act or omission including negligence arising under or in connection with the Contract.

11.2 All warranties, conditions and other terms implied by statute or common law are, to the fullest extent permitted by law, excluded from the Contract.

11.3 Nothing in these conditions excludes or limits the liability of the Company for death or personal injury caused by the Company's negligence or fraudulent misrepresentation.

11.4 Subject to conditions 11.2 and 11.3:

- (a) the Company's 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 this Contract shall be limited to the Contract price; and
- (b) the Company shall not be liable to the Client for any indirect or consequential loss or damage (whether for loss of profit, loss of business, depletion of goodwill or otherwise), costs, expenses or other claims for consequential compensation whatsoever (howsoever caused) which arise out of or in connection with the Contract.

#### 12. CANCELLATION

Should you wish to cancel an order, the refund provided will depend upon the length of stay and notice provided.

Notice	Length of Stay		
	2 – 6 nights	7 – 28 nights	29 – 89 nights
Less than 7 days	0%	0%	0%
7 – 14 days	50%	25%	25%
15 – 21 days	75%	50%	50%
22 – 28 days	*	75%	50%

\* All monies returned less £45 admin fee

No refunds will be made for non-arrivals.

#### 13. INSURANCE

13.1 The Company highly recommends all Clients to purchase adequate travel insurance. If the Client has to cancel their order, they may be able to reclaim the cancellation charges from the insurer.

13.2 All damage to any Property is the liability and responsibility of the Client. The Client must pay for all and make good any damage to the Property. All damage may be taken out of the bond where applicable or charged to the credit or debit card as detailed in the ordering form. The Client should report any damage already found at the Property to the Company within 2 hours of check-in.

#### 14. ALTERATIONS TO ORDERING

Should the Client need to alter their order the Company will use all reasonable efforts to comply with that request. However, the Company is not under any obligation to do this and the Client will be obliged to pay for any additional expenses that are incurred as a result. In addition the Company may charge, at their sole discretion, an amendment fee of forty five pounds (£45) to cover the necessary administrative costs incurred. The Company cannot guarantee the availability of specific Property for extended stays.

#### 15. ASSIGNMENT

15.1 The Client shall not be entitled to assign the Contract or any part of it without the prior written consent of the Company.

15.2 The Company may assign the Contract or any part of it to any person, firm or company.

#### 16. FORCE MAJEURE

The Company reserves the right to defer the date of performance or to cancel the Contract or reduce the volume of the Services ordered by the Client (without liability to the Client) if it is prevented from or delayed in the carrying on of its business due to circumstances beyond the reasonable control of the Company including, without limitation, acts of God, governmental actions, war or national emergency, acts of terrorism, protests, riot, civil commotion, fire, explosion, flood, epidemic, lock-outs, strikes or other labour disputes (whether or not relating to either party's workforce), or restraints or delays affecting the Services. Provided That, if the event in question continues for a continuous period in excess of 180 days, the Client shall be entitled to give notice in writing to the Company to terminate the Contract.

#### 17. GENERAL

17.1 Each right or remedy of the Company under the Contract is without prejudice to any other right or remedy of the Company whether under the Contract or not.

17.2 If any provision of the Contract is found by any court, tribunal or administrative body of competent jurisdiction to be wholly or partly illegal, invalid, void, voidable, unenforceable or unreasonable it shall to the extent of such illegality, invalidity, voidness, voidability, unenforceability or unreasonableness be deemed severable and the remaining provisions of the Contract and the remainder of such provision shall continue in full force and effect.

17.3 Failure or delay by the Company in enforcing or partially enforcing any provision of the Contract will not be construed as a waiver of any of its rights under the Contract.

17.4 Any waiver by the Company of any breach of, or any default under, any provision of the Contract by the Client will not be deemed a waiver of any subsequent breach or default and will in no way affect the other terms of the Contract.

17.5 The parties to this Contract do not intend that any term of this Contract will be enforceable by virtue of the Contracts (Rights of Third Parties) Act 1999 by any person that is not a party to it.

17.6 Unless otherwise agreed in writing by the Company no smoking or pets of any kind are allowed in the Property.

17.7 The formation, existence, construction, performance, validity and all aspects of the Contract shall be governed by the laws of England and Wales and the parties submit to the exclusive jurisdiction of the English and Welsh courts.

17.8 The Property may be located within residential areas and so Clients must not behave antisocially at any time and in particular between the hours of 11pm to 10am.

17.9 The Company cannot be held responsible for any failure or interruption of services to the Property or facilities, including electricity and water or any damage, disruption or noise caused as a result of repair works being carried out in another part of the Property. The Company is not responsible for any additional services beyond the control or responsibility of the Company, including telephony and internet provision.

17.10 The Company will provide a general refresh clean of the Property with fresh linen and towels on a weekly basis. The general refresh clean will commence on the designated day from 9am. If the guest, for any reason, turns the cleaners away then cleaning might not be rescheduled until the following week.

17.11 The number of key sets allocated on arrival will depend on apartment size. Some Property's have an electronic entry to the car park and building and thus the set of keys issued will also include an electronic 'key fob'. The Company must be contacted immediately if a set of keys are lost or stolen. The Client must not in any circumstances mark or identify the keys with any indication of the Property location. If Clients fail to return keys they will be charged for the replacement locks and any electronic key fob(s) unreturned.

17.12 If the Client deals as a consumer (within the meaning of the Unfair Contract Terms Act 1977) nothing in these terms and conditions affects their statutory rights.

#### 18. COMMUNICATIONS

18.1 All communications between the parties about this Contract must be in writing and delivered by hand or sent by pre-paid first class post or sent by facsimile transmission:

- (a) (in case of communications to the Company ) to its registered office at A Space in the City Ltd, 18 Harrowby Lane, Cardiff Bay, Cardiff, CF10 5GN or such changed address as shall be notified to the Client by the Company; or
- (b) (in the case of the communications to the Client) to the registered office of the addressee (if it is a company) or (in any other case) to any address of the Client set out in any document which forms part of this Contract or such other address as shall be notified to the Company by the Client.

18.2 Communications shall be deemed to have been received:

- (a) if sent by pre-paid first class post, 2 days (excluding Saturdays, Sundays and bank and public holidays) after posting (exclusive of the day of posting);
- (b) if delivered by hand, on the day of performance;
- (c) if sent by facsimile transmission on a working day prior to 4.00 pm, at the time of transmission and otherwise on the next working day.

18.3 Communications addressed to the Company shall be marked for the attention of The Proprietor.