

# Phoenix Accommodation – Terms and Conditions

These Terms and Conditions are applicable to all contracts of any kind made by Phoenix Accommodation and its guests, and apply to all reservations, bookings, agreements for accommodation and use of all facilities at the Apartments.

Guests are invited to read these provisions and note their responsibilities, arrangements for payment, cancellation terms and limitations on the liability of Phoenix Accommodation. The contract is conditional on the payment of the Deposit.

**WHERE TO CHECK-IN:** All check-ins are at our city-centre office at 4/2 North Charlotte Street Edinburgh EH2 4HR, where you will be given keys and directions to your apartment after check-in procedures have been completed.

**CHECK-IN TIME:** 15:00 – 20:00. (Out-with these hours by prior arrangement).

At check-in you'll need to provide photo I.D. and a credit/debit card for security purposes.

**EARLY CHECK-IN:** From 12:00 onwards.

We can arrange an early check-in at an additional charge of £10 per hour.

If you arrive in Edinburgh earlier than 15:00 you are welcome to store your luggage (free of charge) with us at North Charlotte St. until your apartment is ready.

**LATE CHECK-IN:** If you are arriving later than 20:00 please call the office on the day of arrival to arrange a late check-in.

**CHECK-OUT TIME:** is 10:00, however later check-outs can be arranged for £10 per hour up until 13:00.

**PARKING:** It is difficult to park in Edinburgh, we have very limited availability and parking must be pre-booked, there will usually be a charge for this of £10.00 per day. For further information on parking availability please contact us at

[concierge@phoenixapartmentsedinburgh.com](mailto:concierge@phoenixapartmentsedinburgh.com). This facility is provided at the customer's risk.

**KEYS:** As standard you are required to **drop the keys back into the central reception at 4/2 North Charlotte Street after checking out the apartment**, the same place as you collected them from when checking in. If the office is open you must hand them back into the reception staff and if the office is closed you must put them through the letter box. For the sake of your convenience it is possible to arrange when making your booking or on arrival when picking up the keys for you to leave the keys inside the apartment when you check out avoiding coming back to the reception at 4/2 North Charlotte Street. This **must be agreed before you check out** and the keys are to be left on the **table in the living room**. If the keys for your apartment are not delivered back to 4/2 North Charlotte Street or fail to be left on the living room table if that has been agreed, you will be **fined £25 per lost set**. This will be taken from your account using the card details given.

**SMOKING:** All buildings are strictly non-smoking; anyone found to have breached this rule is subject to a fine of £100 to cover deep cleaning of the apartment.

## 1. PAYMENTS & CONFIRMATIONS

In order to confirm your reservation we require a 50% deposit of the total value of the booking, the balance of which is due on arrival (if you reserve 28 days or more in advance). Reservations are not confirmed until you receive the Phoenix Accommodation confirmation which contains a reservation number that commences 'SA' by email, telephone or fax. Phoenix Accommodation accepts no liability for people who arrive at the apartment accommodation without receipt of this reservation confirmation.

## 2. CARD HANDLING FEES

DEBIT CARDS - FREE OF CHARGE: VISA & MASTERCARD - 1.5%: AMERICAN EXPRESS - 1.5 %

## 3. ACCEPTED FORMS OF PAYMENT

All major debit/credit cards, American Express and Bank transfers. Please note that a reservation remains a provisional one until the deposit has been received. Full payment is required at time of booking for reservations made less than 28 days before check-in.

## 4. CANCELLATIONS AND ALTERATIONS

During peak season and high demand periods we reserve the right not to accept bookings for stays of only one night. Furthermore, weekend bookings and bookings made in high demand periods for 2 nights which are then amended to a one night reservation will be charged for two nights.

28 days written notice is required for all cancellations and alterations. All changes need to be received by Phoenix Accommodation by e-mail or fax and will only be effective on the date of written receipt.

Guests are advised to obtain personal travel insurance covering their accommodation.

Cancellation Fees (on total value of reservation):

Cancellations are a reduction in the number of nights, people or apartments.

The following fees will be applied to the total value of the reservation for any cancellations received within 28 days of the arrival date:

28 Days or more = 10% Cancellation Fee

28 days -14 days = 25% Cancellation Fee 14days - 7 days = 50% Cancellation Fee less than 7 days = 75% Cancellation Fee

**If the booking has been made within 28 days of the arrival date, no refund will be authorised.**

Refunds are credited to the card/method used for payment. The card handling and booking fees are non-refundable.

## 5. EXTENDING YOUR STAY

Extensions will require a new reservation for the additional date(s), subject to availability and prevailing rates, and are subject to a possible rate change.

## 6. EXTENSIONS (UNAUTHORISED).

You are required to notify us at least 48 hours in advance (where possible) of your intention to extend your booking. Unauthorised extensions will result in a £250 charge to cover Phoenix Accommodation costs of moving guests that were booked into your apartment.

## 7. ALTERATIONS

Alterations are defined as a date change. Any alterations are subject to a £15 admin fee.

## **8. OCCUPANTS**

Only persons notified to us prior to arrival may occupy the apartment. The number of persons permitted to occupy the apartment is limited to the number of beds available and this limit may not be exceeded.

No pets or animals are allowed in any of our properties unless previously agreed.

## **9. DAMAGE LIABILITY**

It is expected that the apartments are left in a clean and tidy order. Guests are responsible for any damage to the apartment and its contents during their stay which has occurred due to negligence or omission. Any damage must be reported to us without delay.

**A)** A £500 fine is charged to guests who tamper with any fire alarm devices or extinguishers. You are placing yourself and other guests in danger. Should the fire alarm sound, leave your apartment immediately.

**B)** Maintenance staff are only available outside the hours of 09:00–20:00 for high-level emergencies such as leaking roof; fire; blocked drains/toilet which could result in a leak/flood; no heat or hot water; non-working stove.

Guests must confirm that their apartment has heat, hot water and working stove within working hours - if they check-in at 16:00 or before. If guests check-in after 16H00 and find that heat, hot water or stove is not working, they must inform maintenance as soon as possible.

Non emergency requests will be attended to within 24 hours.

After hours callouts due to guest negligence (e.g. misplacing keys & being locked out) will result in a £75.00 call out fee being charged.

We also reserve the right to charge guests who cause disturbance to other guests and residents.

## **10. PRE-AUTHORISATION**

Phoenix Accommodation reserves the right to request pre-authorisation of guest credit or debit card on arrival as security against any damage and incidentals.

## **11. DISCLAIMER**

Guests should be aware at the time of booking that Phoenix Accommodation does not take responsibility for guests' possessions whilst they are staying in our apartments. We take all reasonable steps to ensure the safety of your possessions but advise you to arrange your own insurance. This applies to items left in your apartments, vehicles and items left in our reception (at any time).

Any lost property will be kept for 14 days and if it is not claimed it will be donated to a local charity shop.

## **12. COMPLAINTS**

Phoenix Accommodation has made every reasonable effort to ensure the freshness, quality and value of your accommodation. In the event of a complaint, guests may contact Phoenix Accommodation.com during their stay at the apartment and we will do our utmost to assist you. However, ultimately we cannot accept liability for guest dissatisfaction with an apartment. Phoenix Accommodation cannot assist guests who choose to first submit complaints after departing the accommodation.

## **13. INFORMATION**

We take every care to ensure that at the time of going to print, the details in all our leaflets and website are accurate regarding the description and information about facilities available or planned to be available. Photographs are for general guidance only. There may be occasions where facilities need to be withdrawn due to repair, renovation, development, adverse weather conditions, changes in government legislation or codes of practice or other occurrences outside our control. We reserve the right to make such alterations without prior notice and we are unable to accept any liability as a result thereof.

## **14. THIRD PARTY RESERVATIONS**

If the Client has made their reservation through a third party (e.g.: Booking Agent), the client remains wholly responsible to the third party for any cancellations, amendments, complaints or any kind of refunds.

## **15. APARTMENT UNAVAILABILITY**

Should your booked apartment be unavailable for any reason, Phoenix Accommodation reserve the right to relocate your booking to another apartment of the same standard within the same location, where possible. If this is not possible Phoenix Accommodation will offer you a full refund and has right to cancel the reservation. Under such circumstances Phoenix Accommodation liability is limited to the payment received for the accommodation booked with Phoenix Accommodation and now being cancelled. This liability does not extend to travel commitments or other costs. In such an event we would naturally do all we can to offer alternative but equivalent accommodation.

## **16. DISCRIMINATION**

It is the policy of the company not to discriminate on the grounds of race, colour, nationality, creed, sex, marital status, age, ethnic origin or disability. Clients, their employees, guests and all sub-contractors engaged by or on behalf of the Client are expected to adhere to this policy and the company may, without incurring any liability to the Client, remove from the apartments any person or persons offending against this policy.

## **17. DATA PROTECTION**

The information provided by the Client may be processed by Phoenix Accommodation for the purposes it has notified to the Information Commissioner. By confirming the booking, the Client consents to this processing of their information. We will under no circumstances give your personal data to third parties. However, unless you specifically ask us not to (and this option is always given) we will use your data to send you further information on Phoenix Accommodation. Any e-mail of this kind sent to you will always provide you with the option to unsubscribe. This is in accordance with UK Data Protection Legislation and best practice. If you would like to obtain a copy of the information we hold on you or you believe that we may be holding personal information about you that is incorrect, you may request details of the personal information held on you by writing to us.

## **18. CHANGES TO OUR TERMS AND CONDITIONS**

We reserve the right to change these Terms and Conditions at any time, and without notice.

**19. FORCE MAJEURE** Phoenix Accommodation do not accept liability or pay compensation for any loss, damage or expense where our obligations are prevented or affected by reason of Force Majeure. Force Majeure means any event which we or the owner providing the service could not, even with all due care, foresee or avoid – such as war or threat of war, riots, civil strife, terrorist activity, epidemic, pandemic, industrial action, natural or nuclear disaster, fire, adverse weather conditions, closure of airports or ports, technical problems with transport, governmental action and all other similar events.