

The Halston reserves the right to change any of the Terms and Conditions from time to time. If guests are in breach of any of these conditions, we reserve the right to request that guests vacate their apartment immediately. 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.

YOUR BOOKING

Any booking will only come into existence when your deposit has been paid and confirmation has been dispatched. Restrictions may apply, but not limited to, minimum-night stay and age restrictions; you will be advised of these at the time of booking where applicable. We reserve the right to refuse any booking at any time. All guest names and contact telephone numbers are required at the time of booking including whether they are adults or minors. As soon as your confirmation and invoice are received, please check the details carefully. If anything is incorrect you should notify us immediately. However, we regret we cannot accept any liability if we are not notified of any inaccuracy in the documentation. If there is an error in the confirmation or invoice, we reserve the right to correct it as soon as we become aware of it.

GROUP BOOKINGS

We consider a group to be four apartments or more being booked together for similar dates. Special conditions may apply, and these will be advised at the time of booking. Cancellation charges may differ to those listed and will be advised at the time of booking.

PUBLISHED RATES

All published rates are quoted in Pound Sterling per Apartment, per night inclusive of VAT at the current rate and subject to availability. Prices are subject to change without notice and we reserve the right to alter your rate should a mistake be identified. Restrictions may apply on certain days/dates.

PROMOTIONAL OFFERS

Upon booking a promotional rate, individual terms and conditions may apply, please check at the time of booking. All promotional offers are non-refundable and non-transferable. We reserve the right to amend and cancel any offers as appropriate without prior notice.

RESERVATIONS

A valid credit card is required to guarantee your reservation. We accept all major credit and debit cards including American Express. In the case of a no-show the full length of stay will be charged, and no amendment or refund will be given. Upon making a reservation at The Halston you automatically accept these terms and conditions.

PAYMENT

We require a deposit (or full payment if booking a promotional rate) at the time of booking to confirm your reservation. We cannot provisionally hold any bookings without a deposit. If payment does not reach us at the required time, we reserve the right to suspend or cancel any booking made. The total amount payable to confirm your booking is quoted in your booking confirmation and will be charged to your credit or debit card at the time of booking. Alternatively, guests who want to pay by Company Cheque or Bank Transfer (bank details available on request) will need to contact The Halston direct to arrange payment. Unless otherwise stated, where the arrival date is more than 48 hours in advance, 20% of the total amount will be taken at the time of booking and the remaining 80% will be taken prior to check in. If the arrival date is less than 48 hours prior to the booking date, then full payment will be taken at the time of booking.

LONG STAY RATES

All long stay packages are based on a consecutive 30-night stay and can be booked in multiples to cover longer lengths of stay. The price will be both quoted and paid for, as a total package and no refund will be given in the event of an early departure. We will require payment for each 30-day booking one month prior to each arrival date. For further details please email manager@thehalston.com.

CHECK-IN/CHECK-OUT

Guests can check-in any time after 3pm and check-out is any time before 11am. A request for an early check-in cannot be guaranteed until the day of arrival and is subject to availability. Late check-outs until 12pm are possible subject to availability. Checkouts after this time will be charged at a full night stay and will be charged to the card on the reservation unless otherwise stated. All late check-outs must be confirmed with reception the night before. Please note we cannot guarantee an exact apartment number at the time of booking. On check-in the apartment must be paid for in full if not already.

CARD PRE-AUTHORISATION

A card pre-authorisation of up to GBP 100per room is required upon check-in. The pre-authorisation is not a charge but is held on your card by your own issuing bank. In the case of debit cards, authorisation holds can fall off the account, thus rendering the balance available again, anywhere from one to fifteen business days after the transaction date, depending on your bank's policy. In the case of credit cards, holds may last as long as thirty days, depending on the issuing bank. The pre-authorisation should be released by your issuing bank automatically if no additional charges are incurred. Please note check in will be refused, with no refund given, if you are unable to provide a valid card pre-authorisation. We are unable to take a preauthorisation on American Express cards, an alternative card will need to be provided.

CANCELLATION

In the event of a cancellation, written notification must be sent to us either by email or post. Please note cancellations or amendments are not permitted on any ADVANCED PURCHASE bookings as a full, non-refundable deposit is taken at the time of booking. If cancelling a booking that has been made through a third-party agency, they must be notified directly of the cancellation. Cancellations or amendments to your booking must be made by 12 noon (GMT) 48 hours ahead of arrival to avoid a one-night accommodation charge. If you cancel or amend your booking after 12 noon (GMT) 48 hours ahead of the arrival date as set out in your booking or do not check in to the Hotel in accordance with your booking, a one night accommodation charge will be made to the credit or debit card, details of which were given at the time of your booking. We reserve the right to treat an early departure or reduction in the number of nights or apartments booked as a cancellation and cancellation charges will apply. Nonarrivals will be treated as a cancellation and you will not be entitled to any refunds. For group bookings the minimum notice period is 14 days and the cancellation charge per apartment, regardless of length of stay, is a minimum 1 nights accommodation.

AMENDMENTS

If a guest requires to amend their booking to an alternative date, they may do so free of charge up until 48hours prior to their arrival date (unless part of a group booking). If the guest requires to amend their booking to an alternative date less than 21 days prior to the arrival date, it is at the discretion of the management team and an additional booking fee may be necessary. Acceptance of

an amendment is wholly at our discretion. Please note reservations booked under any promotional rates cannot be changed, amended or cancelled.

SPECIAL REQUIREMENTS

We will endeavour to do everything we can to help guests with special requirements. Please advise us in writing, of any special requirements at time of booking so we can help you select the most suitable apartment for your needs. Although we will endeavour to meet any reasonable requests no guarantees can be given that any request will be met. Whilst every effort is made to fulfil your requests, unfortunately we cannot guarantee these and failure to do so will not constitute a breach of contract. Cots are available free of charge for children under 2, subject to availability. Please check with reception prior to arrival. Additional beds for children under 12 years of age may be provided at an additional cost subject to availability and room type. Please check with management prior to booking whether it is possible to accommodate an additional bed in your apartment.

GUEST RESPONSIBILITIES

Guests are expected to comply with any regulations for use of the apartment. These are available on arrival usually in the Guest Information folder, in the apartment. If any guest breaches any of these conditions or the regulations, we reserve the right to request a guest vacate their apartment immediately without refund.

SECURITY

Guests are responsible for their visitors. All non-residents are kindly asked to vacate the premises by 10pm to ensure the security of other guests staying at The Halston and we operate a strict no party policy. Guests will be provided with one set of keys to access the apartment. It is your responsibility to ensure you are in possession of these at all times and that they are returned at the end of your stay. An additional charge of £100 will be made for lost keys.

NOISE/NUISANCE

Guests are required to behave in a responsible manner, respect the apartment and their fellow guests and keep noise to a minimum between the hours of 10pm and 7am. This includes causing any sort of nuisance or disruption to fellow guests or using threatening or abusive behaviour towards a member of staff on the phone, in writing or in person. Guests are not permitted to use the apartment for any illegal or immoral purposes. We expect all guests to respect all those in neighbouring apartments. Any guests causing nuisance to other paying guests will be asked to vacate the premises with no compensation. We will make every effort to ensure that every guest enjoys a peaceful stay. However, we cannot guarantee or be held responsible for disturbances caused by other guests or outside the hotel. The Halston does not offer refunds for any incidents out of our control. Where guests create nuisance and a loss of revenue to the business is caused, we reserve the right to charge the card of the registered customer, the amount of any revenue lost to the business.

AGE RESTRICTIONS

In order to ensure our guests enjoy a stay free from disturbance, non-corporate bookings may not be accepted from any paying guests under the age of 18. Proof of identification and date of birth may be requested on arrival and if not presented on request, we reserve the right to cancel the booking.

LOST PROPERTY

The Halston will not accept responsibility for the theft and/or damage of your personal belongings during your stay. Where storage facilities are available, it is your responsibility as the guest to ensure that your luggage is left locked/secure. We will use reasonable endeavours to retain any lost items for up to 3 months after your departure date. Email info@thehalston.com for enquiries relating to lost items. Any food or drink left behind will be discarded immediately. It is your own responsibility to contact The Halston should you believe you have left items in your apartment. Lost property can be posted out to guests at an additional cost.

SMOKING

All apartments and public areas in The Halston are non-smoking and a minimum of £100 will be automatically charged to the card on the reservation for fumigation.

DAMAGE

Guests are required to keep the apartment, furniture, fittings and effects in the same condition as on arrival. You are required to notify us of any damage, loss or broken items or matters requiring general maintenance. In the event of malicious, wilful or negligent damage to an apartment or any other property, The Halston will charge the amount of any loss sustained, including business interruption losses to the credit/debit card of the registered customer. In the event that these are discovered after departure we will notify you within 7 days of departure with full details and where possible photographic evidence. Where payment by the customer was made by means other than credit/debit card or in the event of a card declining, The Halston will pursue the matter through civil courts.

ADDITIONAL CLEANING

We expect the apartments to be left in a reasonable state of cleanliness and order on departure. An additional charge will be made for extra cleaning or specialist cleaning to return the apartment to a fit state for occupation. Additional charges may include compensation for loss of revenue in addition to cleaning and repairs.

DOGS

Well behaved dogs are permitted on request and subject to dog friendly apartment availability . Please see our website for details.

CAR PARKING

Parking spaces are available in the adjoining car park, The Lonsdale Carpark for an hourly rate. As this is a public car park spaces are subject to availability and cannot be guaranteed. We reserve the right to withdraw this facility at any time without notice. For further information on parking facilities, charges and access, please contact The Halston direct.

CHANGES BY US

We do not expect to have to make any changes to your booking however occasionally bookings have to be changed or cancelled. If this does happen, we will contact you by telephone or email where reasonably possible. If your booking must be cancelled, we will, if possible, offer you alternative accommodation to a similar standard and in a similar location for the same period. If the alternative accommodation is at a higher cost the new price will be payable. If you do not wish to accept a change, any alternative accommodation offered or in the event where we cannot provide you with alternative accommodation, you may be required to cancel your booking and receive a full refund

unless this is the result of an event beyond our control – see below. You should tell us as soon as possible whether you wish to accept any change or alternative accommodation offered or alternatively if you want a refund. Events beyond our control include but are not limited to the following: 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, epidemic, interruption or failure of a utility service (including but not limited to electricity, gas, water or telecommunications), renovations and building work undertaken at the property or in the local area, strikes, lockouts or boycotts, embargo, blockade.

WEBSITE TERMS AND CONDITIONS

WEBSITE

Reasonable care has been taken to ensure that the content of our web site (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. Given the above factors, we do not warrant that any of the content on our website (and/or other means of promotion or advertising) accurately or completely describes any of the apartments. Our website may link to other websites and we are not responsible for the data policies, content or security of these linked websites. Our website (and/or other means of promotion or advertising) will only have a general representation of the accommodation shown. Actual apartment size, design, fixtures, furnishings and facilities may vary. Materials contained on this site are the copyright of The Halston, associated business partners or our suppliers. You may download and/or use the materials contained on this site for your own private use for non-commercial purposes. Materials contained herein may not be copied, reproduced, published, distributed, downloaded, changed, amended, reused, re-posted or otherwise used in any form without the express written consent of The Halston. The trademarks used on this site are the trademarks or registered trademarks owned by The Halston or its associated companies unless otherwise acknowledged.

LIABILITY

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. However, nothing in these terms and conditions shall affect your statutory rights if you are a consumer. Nothing in these terms and conditions limits or excludes our liability for death or personal injury resulting from 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. Subject to the paragraph 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. 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. 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.

DATA PROTECTION

We take protection of any personal information you supply to us seriously. We will only use the information you provide about yourself in accordance with our Privacy Policy statement. You must comply with your own responsibilities under relevant data protection laws.

ACCOMMODATION

All apartments are only to be used as temporary or holiday accommodation for you, or your organisation. They are not for use as the principal, additional home or residence of guests; you will not be entitled to a tenancy or an assured short hold or assured tenancy. No relationship of landlord and tenant is created and no statutory security of tenure exists now or when the period of occupation ends. If you or any member of your party fails to vacate at the end of the period, you will be charged the appropriate accommodation charges for the continued period of occupation. No persons other than the guests have the right to use the apartment. These conditions constitute an excluded agreement under s. 3a(7)(a) of the protection from eviction act 1977 (as amended) and cannot be construed as an assured tenancy under the housing act 1988 (as amended). We cannot guarantee an exact apartment number prior to arrival. The number of beds in the apartment determines the maximum guests in an apartment. If the maximum number is exceeded then we, or the preferred supplier, may refuse access to the accommodation and/or reserve the right to charge for additional apartments.