



TERMS AND CONDITIONS FOR THE PROVISION OF ACCOMMODATION SERVICES

1 DEFINITIONS

1.1 In these Terms and Conditions, unless the context requires otherwise, the following expressions shall have the following meanings:

“Force Majeure” has the meaning given to it in clause 10 of these Terms and Conditions

“Services” means accommodation and certain ancillary services depending on the chosen Service Grade, as set out in clause 3 and on the Website.

“Service Grades” means the different Bronze, Silver and Gold service grades offered, as set out in clause 3 and on the Website and “Service Grade” means any one of them.

“We”, “Us”, “Our” means Ten 40 Limited, a company incorporated in England and Wales under company number 05145849, having its registered office at Chase Bureau Registered Office Services Ltd., No 1 Royal Terrace, Southend on Sea, Essex, SS1 1EA.

“You”, “Your” means the individual booking the Services as set out in these Terms and Conditions.

“Website” means Our website www.ten40.co.uk.

2 PREFACE

2.1 These Terms and Conditions form the basis of Your relationship with Us. Please read them carefully as they set out our respective rights and obligations. Access to our Website is strictly controlled by Us and We reserve the right to change, modify, substitute, suspend or remove without notice any information or service from time to time.

2.2 We may also modify these Terms and Conditions at any time and such modification shall be effective immediately upon posting of the modified Terms and Conditions on Our Website. Accordingly, Your continued use of or access to this Website will be deemed to indicate Your acceptance of the modified Terms and Conditions.

2.3 Any booking that You make through Our Website is conditional on You accepting these Terms and Conditions.

2.4 We may suspend access to the Website, due to maintenance works, net security reasons or Force Majeure with no obligation to reimburse or compensate You for the period during which access was suspended.

3 OUR SERVICES AND COSTS

3.1 The level of Our Services depends on Your choice of Service Grade. The different Service Grades available are set out in detail on Our Website.

3.2 If You book accommodation for a period of at least four weeks, Our standard rate shall apply. For any time thereafter, You are entitled to Our discount rate (standard rate less 12%). If the booking period is less than 4 weeks, Our premium rate (standard rate plus 20%) shall apply. This premium rate can be reduced to a standard rate if You extend Your booking period to a full 4 weeks or the discount rate if You stay in excess of 4 weeks.

3.3 All costs are including VAT and any credit card charges.

4 BOOKING AND PAYMENT TERMS

4.1 In order to make a booking enquiry, please fill in the enquiry form on Our Website. Your booking enquiry will be dealt with by Us during normal office hours, Monday – Friday, 9am – 5pm GMT or BST. We will use reasonable endeavours to reply to Your enquiry within 24 hours, excluding Saturdays, Sundays and UK bank holidays.

4.2 You must be authorised to make the booking by all persons named on the enquiry form and their parents or guardian for all members who are under 18 when the booking is made. By making the booking You are confirming that all persons named on the enquiry form accept the Terms and Conditions. By making the booking You also become responsible for making all necessary payments that are due to Us.

4.3 Once We have received Your enquiry form We will reply with an application form setting out the accommodation available.

4.4 In order to make a booking, You need to complete the application form and supply Us with the details of Your credit card.

4.5 Upon receipt of the completed application form and credit card details We will send you a confirmation voucher with a unique booking reference number setting out the details of Your accommodation and the Services included, depending on the Service Grade You have chosen.

4.6 Within 48 hours prior to the commencement of Your accommodation we will debit your credit card with the costs for the period of accommodation You have booked based on the agreed Service Grade up to a period of four weeks' payment in advance.

4.7 If You decide to extend Your stay after the initial booking period, all subsequent payments will be debited to Your credit card 48 hours prior to the commencement of Your subsequent booking period.

4.8 A binding contract between You and Us comes into existence upon Our sending of the confirmation voucher.

5 LEGAL CAPACITY

5.1 You warrant that You are 18 years of age or older and have legal capacity to use Our Website and to create a legally binding contract.

5.2 You warrant that all personal information submitted for the booking is correct and that You accept financial responsibility for all transactions made under Your name.

6 MODIFICATIONS AND CANCELLATIONS

6.1 Any modifications that You wish to make to Your booking prior to the commencement of Your accommodation are subject to availability and payment of any increase in the costs of the accommodation resulting from the modification which will be debited to Your credit card.

6.2 Modifications after the commencement of Your accommodation require one week's notice and are subject to availability. Any increase in the cost of the accommodation resulting from the modification will be debited to Your credit card.

6.3 In order to modify Your booking, please contact Us by email, fax or telephone. Subject to availability, We will email a new confirmation voucher with a new booking reference number setting out the modified details of Your accommodation including Services, depending on Your chosen Service Grade.

6.4 If Your modification results in a reduction of accommodation costs, then any overpayment will either be offset against future accommodation costs or refunded to Your credit card at the end of the period of Your accommodation.

6.5 Any cancellations made less than 48 hours prior to the commencement of the accommodation shall result in a refund of the accommodation costs already debited to Your credit card, less a cancellation charge of £50.

6.6 Any cancellations made after commencement of the accommodation require one (1) week's notice, charged at the applicable rate. For the avoidance of doubt, any cancellation made in respect of accommodation actually taken for a period of less than 4 weeks shall result in charges at premium rate for all such accommodation.

6.7 In case of a cancellation, We shall refund to You the accommodation costs already debited to Your credit card less the period of time already spent in the accommodation, the notice period and any deductions for damages as set out in clause 7.3 below.

7 YOUR CONDUCT WHILST STAYING AT OUR ACCOMMODATION

7.1 During Your stay at Our accommodation, You must:

7.1.1 abide by any house rules displayed at Your accommodation;

7.1.2 use the provided facilities and any shared facilities with due care and diligence;

7.1.3 treat other guests that share the facilities with respect.

7.2 During Your stay at Our accommodation, You must not allow the use of the accommodation by any individual other than those listed on the enquiry form filled in by You under clause 4.2.

7.3 You are liable for any damage that You, any person named on the enquiry form and/or your guests cause to the accommodation, the provided facilities and any shared facilities that is beyond reasonable wear and tear. By accepting these Terms and Conditions You agree that we are entitled to debit Your credit card with the amount it will cost Us to repair such damage or replace any damaged items.

8 COMPLAINTS OR ISSUES

In the unlikely event that You have reason to complain or experience any problems with Your accommodation, please inform Us immediately, to enable Us to take appropriate action. We will offer all reasonable assistance to try and rectify the situation to Your satisfaction.

9 INSURANCE

We warrant that We have appropriate building and contents insurance as well as public and private liability insurance in place in relation to the accommodation.

10 FORCE MAJEURE

We will not be liable for any changes, cancellation, effect on Your booking, loss or damage suffered by You caused by Force Majeure. By way of example, Force Majeure includes, but is not limited to, war, revolution, terrorist act, closure of borders, epidemic, natural catastrophe or other causes that seriously affect either You or Us.

11 LIABILITY

11.1 We shall not be liable to You for any loss damage, costs, expenses or other claims for compensation arising from any details supplied by You in the enquiry form which are incomplete, incorrect, inaccurate, or arising from their late arrival or non-arrival, or any other fault of You.

11.2 Except in respect of death or personal injury caused by Our negligence, or as expressly provided in these Terms and Conditions, We shall not be liable to You by reason of any representation (unless fraudulent), or any implied warranty, condition or other term, or any duty at common law, or under the express terms of the Contract, for any loss of profit or any indirect special or consequential loss, damage, costs, expenses or other claims (whether caused by Our negligence or the negligence of Our employees, servants, agents or otherwise) which arise out of or in connection with the provision of the Services or their use by You, and Our entire liability under or in connection with the provision of the Services shall not exceed the amount of the costs for the provision of the Services, except as expressly provided in these Terms and Conditions or as agreed by Us in writing.

11.3 We shall not be liable or be deemed to be in breach of contract for any delay in performing, or any failure to perform, any of Our obligations in relation to the Services, if the delay or failure was due to any cause beyond Our reasonable control.

12 GENERAL

12.1 These Terms and Conditions, together with the completed application form (clause 4.3) and the confirmation voucher (clause 4.5), constitute the entire agreement between Us, supersede any previous agreement or understanding and may not be varied except with Our prior written agreement. All other terms, express or implied by statute or otherwise, are excluded to the fullest extent permitted by law save that nothing shall exclude any liability for fraud.

12.2 No failure or delay by either party in exercising any of its rights under these Terms and Conditions shall be deemed to be a waiver of that right, and no waiver by either party of any breach of these Terms and Conditions by the other shall be considered a waiver of any subsequent breach of the same or any other provision.

12.3 If any provision of these Terms and Conditions is or becomes invalid or unenforceable in whole or in part, the validity of the other provisions of these Terms and the remainder of the provision in question shall not be affected.

12.4 We acknowledge that We will at all times comply with relevant provisions of the Data Protection Act 1998.

12.5 English law shall apply to these Terms and the parties agree to submit to the non-exclusive jurisdiction of the English courts.