

# Terms and Conditions of Hire

Prim Short Stays Ltd  
Booking Terms and Conditions

By booking accommodation through Prim Short Stays Limited you are agreeing to the following terms and conditions.

## 1. Definitions

1.1. Prim Short Stays means Prim Short Stays Limited which is a Limited Company registered in England and Wales number 10883356 Registered Office: 71-75, SHELTON STREET, COVENT GARDEN, LONDON, WC2H 9JQ, UNITED KINGDOM

1.2. References to you or your means the person or organisation making the booking through Prim Short Stays .

1.3. The Supplier means the organisation, individual, partnership or company which supplies the accommodation. The identity and details of the Supplier will be confirmed in the booking confirmation email supplied by Prim Short Stays .

## 2. The Booking

2.1. Your booking is with the Supplier. Prim Short Stays act as an agent for the Supplier in facilitating a booking through this website, by email or telephone and your contract for the booking will be between you and the Supplier in accordance with these terms.

2.2. These terms apply to bookings made via the Prim Short Stays website, by email or telephone or in person with Prim Short Stays .

2.3. Your booking is confirmed and a legal contract concluded once your payment has been successfully made. No booking is made or contract concluded when payment is declined or unauthorised.

2.4. Prim Short Stays will facilitate payment of your booking but you do not pay any fee or charge to Prim Short Stays for its services. Prim Short Stays will charge to the Supplier a management fee in respect of each booking which is payable to Prim Short Stays by the Supplier.

2.5. You agree that the booking is for a short term stay for leisure, business or temporary purposes and does not give rise to an assured shorthold tenancy or lease and is an excluded agreement within the meaning of s.3A(7)(a) of the Protection from Eviction Act 1977.

2.6. Bookings can be for any length from one night up to three months. Bookings may be made at any time up to 6.00pm on the first night of your stay.

2.7. Bookings may only be made by a person aged 18 or above and there must be at least one person aged 18 or above staying in the accommodation.

2.8. You may not re-sell or re-assign your booking to any other person or organisation except with the express authority of the Supplier.

## 3. Payment and Cancellations

3.1. All payments shall be made by Credit /Debit Card or bank transfer. Prim Short Stays does not charge booking fees or credit or debit card fees.

3.2. Full payment is required upon booking unless expressly agreed otherwise by the Supplier. Prim Short Stays shall supply an invoice on behalf of the Supplier.

- 3.3. The total price for your entire stay will be presented to you before you confirm your booking and make payment. Pricing is dynamic and therefore the price for the same or similar accommodation may vary over time after your booking is made. This does not confer upon Prim Short Stays or the Supplier any right to require additional payment where the price increases and does not confer any right on you to a discount if the price decreases.
- 3.4. The following cancellations provisions apply unless specified otherwise in the reservation information provided prior to booking.
- 3.5. Both Prim Short Stays (on behalf of the Supplier) and you may cancel the booking at any time up to 14 days prior to the first day of your booking in which case a full refund will be made to you.
- 3.6. If you cancel the booking within 14 days of the first day of your booking then the Supplier reserves the right to retain the full amount paid. Any refund will be at the Supplier's entire discretion unless it is able to book out the accommodation to other guests, in which case it shall make a refund to you of your booking cost, less any difference in price where the replacement booking was off a lesser value.
- 3.7. The Supplier reserves the right to cancel bookings within 14 days of the first day of the reservation where it is necessary due to reasons outside of the Supplier's reasonable control or in the event of an overbooking due to delays or errors within the booking system. In the event of such cancellation you will receive a full refund.

#### **4. Your stay**

- 4.1. Check-in time and check-out time shall be detailed in the reservation information unless expressly agreed by the Supplier otherwise. The Supplier may request an additional payment for early check-in or later check-out. Information on the check-in and check-out procedure and access to the accommodation will be provided separately.
- 4.2. Your booking is for serviced accommodation rather than a hotel or guest house service (unless expressly specified otherwise). The Supplier does not provide meals or newspapers.
- 4.3. Included in your room/apartment will be linen and towels, shower gel and shampoo. A cleaning service is provided and further information is available on request.
- 4.4. Your accommodation will also include a supply of coffee and tea.
- 4.5. You are responsible for the conduct of all persons staying within the accommodation and shall ensure that they comply with these terms and conditions. In particular you and your guests must not:
  - 4.5.1. Smoke in the premises. All rooms and common spaces in our accommodation is strictly non-smoking – you and other guests may only smoke outside of the premises.
  - 4.5.2. Bring any pets into the premises, with the exception of assistance dogs or unless expressly agreed by the Supplier;
  - 4.5.3. Bring any potentially dangerous or hazardous materials or equipment onto the premises;
  - 4.5.4. Tamper with any fire alarms or emergency equipment;
  - 4.5.5. Remove, damage or destroy any Supplier property;
  - 4.5.6. Use any technology provided by the Supplier to download or access any unlawful or obscene material;
  - 4.5.7. Cause unreasonable disturbance to our other guests or any member of the Supplier's staff;
  - 4.5.8. Make excessive noise particularly after 11pm especially from TV's and other electronic devices;
  - 4.5.9. Fail to return your room keys/fobs/cards at the end of your stay as, in the interests of security, the Supplier may have to replace the corresponding locks.

#### **5. Damage, theft and costs**

- 5.1. Prim Short Stays reserves the right, on behalf of the Supplier, to charge to the credit/debit card used for payment or any other card used to provide security in respect of:
  - 5.1.1 The cost of replacing or repairing any property of the Supplier including furniture, upholstery, fittings, appliances or other fixtures and items which are damaged during your stay;
  - 5.1.2 The cost of replacing any items of property which are stolen from the accommodation during your stay
  - 5.1.3 Any breach of the Supplier's non-smoking policy. A standard charge of £200 will be charged to your card where the Supplier finds evidence of smoking within the accommodation to cover cleaning costs but the Supplier reserves the right to charge additional amounts to cover any damage caused by smoking
- 5.2. Such costs may be charged on check-out but Prim Short Stays reserves the right, on the behalf of the Supplier, to apply such charges to your card at a later date where necessary.
- 5.3. Where we or the Supplier are unable for any reason to apply such a charge against your credit/debit card then an invoice will be sent to you and which you agree to pay within 14 days of receipt.
- 5.4. Prim Short Stays or the Supplier will provide a receipt including a break-down of costs for all additional charges made to your credit or debit card.

## **6. Privacy, Data Protection and Credit/Debit Card Security**

- 6.1. Prim Short Stays processes information about you that you provide when making a reservation in accordance with our **privacy policy**. By providing this information you consent (on your behalf and on behalf of each member of your group) to such processing and you warrant that all information provided by you is accurate.
- 6.2. You should note that Suppliers are required by law to maintain a register of all guests' names and nationality (to be taken on arrival) and to keep such details on file for at least 12 months from the date of arrival. In addition, for guests who are not of British, Irish or Commonwealth nationalities Suppliers are required to take details of your passport or other travel documentation and the address of your next destination.
- 6.3. For full details on how we collect, use and store personal data including the use of cookies please see our full **privacy policy**.
- 6.4. We use a secure third party service to process card payments ([www.stripe.com/gb](http://www.stripe.com/gb)). This service is PCI-DSS compliant and allows us to make charges to your credit and debit card in accordance with these terms. We do not make or store any copy of your card details in our own systems or elsewhere. You can read the privacy policy of the third party provider here: [www.stripe.com/gb/privacy](http://www.stripe.com/gb/privacy).

## **7. Enquiries**

- 7.1. Prim Short Stays will seek to respond to or resolve any reasonable enquiry you may direct to it in relation to your booking, however Prim Short Stays shall not be liable for any delay in or failure to respond to or resolve an enquiry raised directly with itself. If in doubt you should contact the Supplier directly using the details provided in the booking confirmation.

## **8. Complaints**

- 8.1. Prim Short Stays and the Supplier want to ensure that you have an enjoyable stay.
- 8.2. If you have a problem during your stay please talk to any member of the Supplier's staff who will be able to help you.

- 8.3. If the Supplier is unable to informally resolve any complaint you have at the time of your stay then you may submit a formal complaint in accordance with this procedure. Formal complaints should be submitted in writing to the Supplier email or postal address provided in the reservation information and booking confirmation. Please provide as much information as possible in order that the Supplier may properly investigate your complaint.
- 8.4. If you wish to make a complaint about Prim Short Stays 's services (i.e. in relation to the booking process only) then this should be submitted to the email or postal address below:
- 8.5. Your complaint will be dealt with by an appointed member of the Prim Short Stays management team. Prim Short Stays aims to respond to formal complaints within 2 working days but if this will not possible Prim Short Stays will notify you of this and of when it expects to respond. Prim Short Stays will set out the outcome to your complaint in writing.

**Email address: [team@primshortstays.com](mailto:team@primshortstays.com)**

**Postal address: 71-75, SHELTON STREET, COVENT GARDEN, LONDON, WC2H 9JQ**

- 8.6. Prim Short Stays reserves the right to reject without further investigation any vexatious complaint or complaint made in bad faith.

## **9. Limitation of Liability**

- 9.1. As an agent Prim Short Stays holds no liability to you in relation to your booking or stay at and use of the accommodation. Such liability lies with the Supplier in accordance with the following terms of this clause.
- 9.2. Prim Short Stays endeavours to ensure that all information provided prior to, during and after your booking has been made is accurate but shall not be responsible for any incorrect or missing information regarding the accommodation or booking.
- 9.3. The liability of the Supplier to you under these terms and conditions shall be limited to the total value of your booking (unless the [Hotel Proprietor's Act 1956](#) applies, in which case the Supplier's liability will be limited to the maximum prescribed under that Act) except where such loss is caused by the Supplier's negligence, in which case it shall be limited to any direct and reasonably foreseeable loss suffered by you.
- 9.4. The Supplier shall not be liable in any circumstances to you for any consequential or indirect loss including loss of profit, data, management time, reputation or goodwill.
- 9.5. The Supplier shall not be liable for any damages or loss caused by conditions or events beyond its control including, but not limited to:
  - 9.5.1. Strike, lockout or other labour dispute affecting the employees of the Supplier;
  - 9.5.2. Acts of God;
  - 9.5.3. Natural disasters;
  - 9.5.4. Acts of war or terrorism;
  - 9.5.5. Act or omission of government, highway authorities or telecommunications carrier, operator or administrator;
  - 9.5.6. Delay in manufacture, production or supply by third parties of equipment or services required for the performance of the Services or production and supply of the Goods;

9.6. Nothing in this clause or these terms shall limit either the Supplier or Prim Short Stays 's liability for death or personal injury or in respect of fraudulent misrepresentation.

**10. Severability**

10.1. If any provision or provisions of these terms and conditions shall be held to be invalid, illegal, unenforceable or in conflict with the law of any jurisdiction, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.

**11. Waiver**

11.1. The failure of any party at any time to require performance of any provision or to resort to any remedy provided under these terms and conditions shall in no way affect the right of that party to require performance or to resort to a remedy at any time thereafter, nor shall the waiver by any party of a breach be deemed to be a waiver of any subsequent breach. A waiver shall not be effective unless it is in writing and signed by the party against whom the waiver is being enforced.

**12. Entire Agreement**

12.1. These terms and conditions constitutes the entire agreement of the parties and supersedes all prior communications, understandings and agreements relating to the subject matter hereof, whether oral or written.

**13. Third party rights**

13.1. The Supplier shall be entitled to enforce its rights under this Agreement against you or any person staying at or using the accommodation.

13.2. Otherwise, nothing in this Agreement is intended to, nor shall, confer any rights on a third party unless expressly provided otherwise.

**14. Jurisdiction**

14.1. This Agreement shall be construed in accordance with English Law and the Courts of England and Wales shall have exclusive jurisdiction in so far as any matter arising from this Agreement is required to be referred to a court of law.