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THE

# LIGHT APARTHOTEL

MANCHESTER

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## Terms & Conditions

### 1. Applicable Regulations

1.1 These conditions govern all bookings made between (1) Capital Climb Ltd t/a The Light ApartHotel ("The Light", "Us", "We") registered in England under number 04098819 whose registered office is at 20 Church Street Manchester, M4 1PN and (2) You ("You", "the Booker" and all members of your party collectively called "the Guests").

1.2 You hereby accept these conditions yourself and on behalf of all members of your party whether you are booking as a guest or on behalf of others. In addition by visiting or using our website you agree to comply with the site terms.

1.3 The Booker shall mean such person or company who has arranged the booking of the apartment(s) and who is responsible for the settlement of the invoice in respect of a guest stay.

1.4 Reference to "The Light", "Us" and "We" shall include any associated company or company under the same common ownership as Capital Climb Ltd t/a The Light ApartHotel and which operates or owns serviced apartment accommodation.

### 2. Your Booking

2.1 Any booking, howsoever made, will only come into existence when your confirmation has been dispatched by us.

2.2 Restrictions may apply in certain locations including, but not limited to, minimum night stay and age restrictions; you will be advised of these at the time of booking where applicable.

2.3 We reserve the right to refuse any booking at any time.

2.4 All guest names, e-mail addresses and contact telephone numbers are required at the time of booking including whether they are adults or minors.

2.5 As soon as your confirmation and invoice are received, please check the details carefully. If anything is not correct you should tell 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 and will do so within 7 days of issue of the confirmation or invoice or, if your arrival date is within 7 days of booking, no later than 24 hours before your arrival date.

### 3. Special Requests

3.1 We will endeavour to do everything we can to help guests with special requirements. Please ensure we are made aware 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. Conditional bookings cannot be accepted i.e. any booking which is specified to be conditional on the fulfilment of a particular request.

### 4. GROUP BOOKINGS

4.1 We consider a group to be three apartments or more being booked in the same city for similar dates. Special conditions may apply and these will be advised at the time of booking or as soon as we become aware of a group booking. Cancellation charges may differ to those in Clause 10 and will be advised at the time of booking.

### 5. PAYMENT

5.1 For all "Best Available/BAR" rates full payment is required upon your arrival for your entire stay. For all promotional, discounted or advance purchase rates unless otherwise stated at the time of booking full payment is required at the time of booking.

5.2 If payment does not reach us at the required time we reserve the right to suspend or cancel any booking made without prior notice. Any late payments will result in interest being charged at 4% above Bank of England base rate for the period concerned.

5.3 Payment should be made in Pounds Sterling by:

5.3.1 Credit or Debit card. No transaction fee will be charged for payment via credit/debit card. The Light

accepts: UK - Visa, MasterCard, American Express or Maestro payment cards only. Payment via international cards is not permitted therefore one of the below payment methods must be used.

5.3.2 If payment is to be made by Credit or Debit card and such payment is refused or declined by the card issuer, we reserve the right to cancel any booking made without further recourse to you.

5.4 Cash – Either at the time of booking or upon arrival; depending on the room rate purchased.

5.5 Bank Transfer: (bank details are available on request).

5.6 If you or the Booker has a credit account set up with The Light, then there will be specific terms governing the payment of invoices which will have been agreed during the opening of the account. Each corporate account with The Light will have an agreed credit limit applied to it. If the balance on the company account exceeds the agreed limit, then a payment will need to be made in order for further bookings to be confirmed, regardless of whether the invoices on the account are due or not.

5.6.1 If you or the Booker has a credit account with The Light, we reserve the right to withdraw such facility at any time without notice in the event that any payment exceeds our agreed terms and conditions.

## **6. Security Deposit**

6.1 A Security Deposit to cover “additional charges”, as defined in Clause 20, including but not limited to, breakages, damages, extra cleaning and further accommodation charges incurred during your stay. £200.00 per apartment or £400.00 per penthouse suite will be taken upon your arrival. This can be done as either a pre-authorisation of a credit or debit card (Please note: The Light does not accept Maestro or Visa Electron for this) or by cash.

6.1.1 Upon your departure a member of the housekeeping and maintenance team will check your apartment; providing any/all incidentals have been settled for at check-out the authorisation will be released back to you. Although the ApartHotel instructs the card issuer to release the authorisation on your departure date; some card issuers can take up to 10 working days to release the authorisation.

6.1.2 When entering the room if you notice anything wrong contact reception, If you don't you may be held accountable for it.

## **7. Payment of Additional Charges**

7.1 In addition to the payment of any Security Deposit pursuant to Clause 6.1, valid credit/debit card details must be supplied at the time of booking and/or upon arrival at the apartments to cover any further “additional charges”, as defined in Clause 20 that may be incurred. Payment for such “additional charges” will in the first instance be deducted from any Security Deposit held, if applicable, and thereafter from such debit/credit card as has been supplied pursuant to this Clause. Such payment will be taken without notice to you.

7.2 If no “additional charges”, are levied or if there is credit balance on the security deposit such amount will be refunded. A written statement of the “additional charges” will be sent to you.

7.3 In the event that payment under a debit/credit card is declined we reserve the right to invoice the booker or guest direct for these charges.

## **8. Pricing**

8.1 The rates we advertise are to the best of our knowledge correct at the date of publication but we reserve the right to change any rates from time to time. Prior to the booking being confirmed rates quoted are based on the rates prevailing at the time but are subject to change. Once a booking has been confirmed we will not change the rate quoted unless you amend the booking or our cost of supplying the accommodation changes as a result of tax changes or currency fluctuations beyond our control. VAT is charged at the rate in force at the time of booking.

## **9. Changes AND/OR Extensions**

9.1 All requests for changes, extensions and cancellations must be made in writing directly to us at: [reservations@thelight.co.uk](mailto:reservations@thelight.co.uk); quoting your reference/event number in the subject field.

9.2 If you wish to change any detail of your confirmed booking we will do our best to make the change subject to an administration fee of £30 plus VAT per booking which will be payable to us once any change has been made together with any other resulting costs which may result in an increase or decrease in rate depending on the date, length of stay or type of apartment.. Changes to the arrival date to later than the original date confirmed will be treated as a cancellation under Clauses 10 below.

9.3 All changes of date are subject to availability. Should any change be rejected, the original booking will be re-instated.

9.4 Name changes or child age changes will not incur any charges or administration fee.

9.5 If you wish to extend a stay please give as much notice as possible in order to facilitate your request. All extensions are subject to availability and rate change.

9.6 Where notice to extend a stay has been given, we reserve the right to take all additional payments and charges from any credit/debit card used to make the original booking, or an invoice for the extended period will be sent to your billing address and payment must be made by return.

## **10. CANCELLATIONS**

10.1 Once a booking has been confirmed by The Light, should you wish to cancel your booking, any request for cancellation must be confirmed in writing. Refunds will not be made for non-arrivals. Non-arrivals will be treated as a cancellation and will be subject to a cancellation charge pursuant to Clause 10.3.

10.2 Unless you have purchased a promotional, discounted, advance purchase, pre-paid rate or if you have otherwise agreed in writing, you may cancel this agreement at any time without penalty by giving written notice by midnight 48 hours prior to your arrival date.

10.3 Cancellations made after midnight 48 hours prior to your arrival date, for all but promotional, discounted, advance purchase, pre-paid rates or if you have otherwise confirmed in writing will incur a charge of the first night reserved. Cancellations for promotional, discounted, advance purchase, pre-paid rates will incur a charge of the total booking value; no refund will be offered.

10.4 If you wish to cancel or change an extended booking made pursuant to Clause 9.5, Clause 10.3 will remain in effect; charges will depend upon the rate plan purchased when extending.

10.5 The Light reserves the right to treat an early departure or reduction in the number of nights or apartments booked which results in a reduction in the overall charges payable as a cancellation.

10.6 If you have booked an Advance Purchase Rate your booking shall be non refundable and may not be modified irrespective of how far in advance you wish to cancel or modify your booking. Advance Purchase Rates are only available to be purchased at least five days prior to arrival. Your credit/debit card will be charged immediately for your entire stay.

10.7 Reservations made through certain third party websites and travel agents may also not be eligible for changes or refunds. Details of which should be obtained from the third party direct. The Light is unable to assist with any third party booking.

## **11. Changes by Us**

11.1 We do not expect to have to make any changes to your booking however occasionally bookings have to be changed or cancelled or errors in information or other details corrected and we reserve the right to do so. If this does happen, we will contact you by telephone or email where reasonably possible. If a change has to be made or your booking has to be cancelled we will, if possible, offer you an alternative apartment of similar type and standard in a similar location for the same period. If the alternative apartment is advertised at a higher price the difference will be met by The Light. If you do not wish to accept a change or any alternative apartment offered or we cannot offer you a suitable alternative apartment, you may be entitled to cancel your booking and receive a refund unless this is the result of an event beyond our control, as defined in Clause 14.5. You should tell us as soon as possible whether you wish to accept any change or alternative apartment offered or alternatively if you want a refund.

11.2 Even after full payment has been received, we reserve the right to cancel a reservation without notice if we become aware of or are notified of any fraud or illegal activity associated with the payment for your reservation.

## **12 Insurance**

12.1 We are not responsible for the theft and/or damage of your personal belongings during your stay in any apartment booked. Therefore you are advised to ensure you have appropriate insurances in place. In addition you are advised to ensure you have appropriate travel insurance to cover cancellation and medical expenses.

## **13 Website**

13.1 Reasonable care has been taken to ensure that the content of our website (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. 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.

## **14 Liability**

14.1 The Light will not be held responsible for the theft and/or damage of/to your personal belongings during your stay in any apartments booked. 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 Max 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 the liability of The Light 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 The Light, or any liability that cannot by law be excluded.

14.2 Subject to Clause 14.1, The Light 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 or corruption of data or information, or any special, indirect, consequential or pure economic loss, costs, damages, charges or expenses.

14.3 If you are booking for, as or on behalf of a business or business employee, that business shall indemnify The Light 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 The Light 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, The Light'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 your booking shall be limited to the fees paid to The Light under your booking.

14.4 The Light shall not be liable for any failure or delay in performance of its obligations which results directly or indirectly from any event, which is beyond its reasonable control affecting the building or the local area.

14.5 Events beyond The Light's control shall 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, interruption or failure of a utility service (including but not limited to electricity, gas, water or telecommunications), renovations undertaken at the property, strikes, lockouts or boycotts, embargo, blockade.

14.6 Other than in relation to death or personal injury caused by The Light's negligence, or any other liability that by law cannot be excluded or restricted, The Light's liability to you in relation to these conditions is limited to the fees paid to The Light under your booking.

## **15 Your Accommodation**

15.1 All apartments are occupied as serviced apartments and 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.

15.2 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.

15.3 The maximum guests in an apartment is determined by the number of beds in the apartment. If the maximum number is exceeded then we may refuse access to the accommodation and/or reserve the right to charge for additional apartments or additional occupants.

## **16 Arrivals/departures**

16.1 Apartments are available from 15.00 hrs on the day of arrival to 11.00 hrs on the day of departure. Early arrival or late departure may be available for an additional charge but cannot be guaranteed and remain subject to availability. The Light has ample area to stow luggage before or after your stay.

## 17 Access to Your Apartment

17.1 The Light has a 24 hour reception; access to the apartment is restricted from 23:00 – 07:00hrs. Details on how to gain entry into the apartments during these times will be given on your arrival. Guests arriving late in the evening after 23:00hrs will need to call the apartment on +44 161 8394848 and advise the reception team of their estimated arrival time.

17.2 No non-residents are allowed in the apartment after 23:00hrs, any non-residents in the apartment after 23:00hrs will be asked to leave - Failure to follow this will result in eviction and cancellation of any future nights. Whilst we do appreciate and allow people to visit - noise must be kept to a minimum. Any disturbances caused will be chargeable where other guests are affected. All guests are to be brought via reception and announced. Regular patrols are conducted and any breaches of the peace will be dealt with immediately. We do operate a 24 hour CCTV system at The Light.

## 18 Facilities and Services

18.1 The following information applies to all our apartments. Further information is available on our website, from our reservations team or on arrival.

18.2 Cleaning: Housekeeping will perform a mini service of your apartment on your fourth day which does not include a linen change. On your seventh day of your stay housekeeping will perform a full clean including linen change. Daily cleaning can be arranged with reception which is subject to availability at the time of request and is charged at £15.00 per additional clean.

18.2 Maintenance: Routine maintenance is carried out regularly by our maintenance team; however, occasionally we may need access to your apartment to carry out essential maintenance. We will normally give you 24 hours notice except in the event of an emergency when we require immediate access. Please notify our reception team as soon as possible in the event of any maintenance issues arising in respect of your apartment.

18.3 Internet Access: Information about Internet access will be provided on arrival. Access is subject to The Light's acceptable use policy which in the interest of fairness and to ensure the best service for all guests limits the data download to a maximum limit of 1GB (1024MB) per day. If this limit is exceeded The Light reserves the right to impose a charge for excess use - see Clause 20 re Additional Charges. At peak times the bandwidth available for connection to the Internet may be under pressure due to the number of people connecting to the Internet, both internally and externally. The Light recommends that activities requiring increased bandwidth such as Skype, Movie/TV streaming is limited at these times. Our reception team are available to assist guests connecting to the Internet but if in The Light's opinion the fault is deemed to be with the guest's equipment no support can be provided. Guests must not interfere, move or disconnect any equipment relating to the provision of the Internet access and must not use the connection for any illegal or immoral purpose (including but not limited to file sharing) and The Light reserves the right to pass on any record to the authorities should The Light be made aware of any such use. The Light reserves the right to disconnect a guest at any time without notice if, in The Light's opinion they breach any of these terms and conditions (including exceeding the download limit) or fail to pay for the connection at the agreed rate.

18.4 Security: Guests will be provided with a set of keys/fobs/access card to access the property and the apartment. Additional sets can be provided on request. 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. Additional charges pursuant to Clause 20 will be made for replacements and if we are required to provide access due to lost or forgotten keys outside of working hours

18.5 Interruption to services: We will make every effort to ensure that guests enjoy a peaceful stay, however, we cannot guarantee or be held responsible for any failure or interruption of services to the apartment or the building, including electricity, air conditioning, water or any damage to telephone, broadband/ internet and other communications, including disruption or noise caused as a result of repair works being carried out in another part of the property. Where we are made aware of such failure or interruption we will endeavour to rectify such

services within a reasonable period of time at our apartments.

18.6 Management Services: Our Management team is available to ensure your stay is as comfortable and enjoyable as possible. Contact details and working hours are made available at reception.

## **19 Guest Responsibility**

19.1 Guests are expected to comply with any regulations for use of the apartment. These are available upon request at the reception desk. 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.

19.2 Smoking is not permitted in any apartment or the apartment building. A £250.00 charge will be levied to any guests failing to follow our smoke free policy. Smoking is permitted on guest balconies; it is the guest's responsibility to ensure that the smoke does not enter the apartment.

19.3 Pets are not allowed in any apartment or apartment building.

19.4 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 23:00 – 07:00hrs. 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. An additional charge will be made if the Management team is called out in response to a nuisance complaint.

19.5 In order to ensure our guests enjoy a stay free from disturbance, at Max, non-corporate bookings may not be accepted from any paying guests under the age of 25. 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.

19.6 Guests are responsible for their visitors. Non residents will not be allowed access to the apartments after 11pm and we operate a strict no party policy.

19.7 Guests are required to keep the apartment, furniture, fittings and effects in the same condition as on arrival. Inventories and condition reports can be provided at the start and end of the stay, if required, at an additional cost. You are required to notify us of any damage, loss or broken items or matters requiring general maintenance. Any damage to the apartment will be charged in full. In the event that these are discovered after departure we will notify you or the Booker within 7 days of departure with full details and where possible photographic evidence.

19.8 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.

19.9 All your possessions should be removed from the apartment on the date of departure. We will use reasonable endeavours to retain any lost items for up to 3 months after your departure date.

19.10 Where facilities are available and at the owners risk storage of luggage may be provided at an additional charge.

## **20 Additional Charges**

20.1 As a guide additional charges include, but is not limited to the following:

20.2 Breakages, loss or damage to the apartment or any of its contents

20.3 Cleaning, specialist treatment charges where more than routine cleaning is required or smoking has occurred - £250

20.4 Inventory and condition reports - £50

20.5 Lost keys, fobs or access cards. In addition a locksmith may be required to attend the property; - £75-300.00.

20.6 Other services e.g. car parking, extra cleaning are available on request.

20.7 VAT and local taxes are payable on all additional charges and where the level of the additional charges is not specified in these conditions, we will charge you the actual cost together with any administration costs. Prices for additional charges may change at any time. For payment of additional charges see Clause 7.

## **21 Health and Safety**

21.1 We take the health and safety of all our guests seriously. On arrival you should familiarise yourself with the layout of the apartment and building and the health and safety procedures as detailed on the reverse of your apartment door.

## **22 Quality and Feedback**

22.1 We are committed to providing quality accommodation and conduct regular audits to ensure that high standards are maintained at the apartments. We value this feedback which provides us with useful information on how we can improve our services further.

## **23 Complaints**

23.1 In the unlikely event that you are dissatisfied with any aspect of your accommodation please notify the guest service manager as soon as possible in the first instance. If you do not give us the opportunity to resolve a problem during your stay, this may affect the final outcome of any complaint received. We aim to deliver the best possible customer service, but in the unlikely event that you are dissatisfied with our service, please write to Guest Services, The Light ApartHotel, 20 Church Street, Manchester, M4 1PN.

## **24 Privacy**

24.1 We may use your contact details to tell you about our services and apartments including special offers that we think may be of interest to you. If you do not want us to use your contact information please let us know by email to [info@thelight.co.uk](mailto:info@thelight.co.uk). All information collected or properly obtained during the booking process will be processed in accordance with our Privacy Policy which, is incorporated into these conditions. Telephone calls may be monitored and /or recorded as a security measure, to help us to train our staff and improve our service to you

## **25 General**

25.1 We reserve the right to change these 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