

Terms & Conditions

General – These booking conditions set out the basis upon which the accommodation reservations are accepted for clients (“You”, “Your party”) by Barros Trading Ltd T/A Maritime Apartments (“Us”, “We”, “Our”).

Acceptance of Terms and Conditions / Contract of Hire – You will be deemed to have confirmed your booking, and accepted these terms and conditions, either 72 hours after We send you your Booking Confirmation email or when You send confirmation that you have received the Booking Confirmation email or You make payment of all or part of the rental charge, whichever is the earliest.

Confirmation of Booking – All booking details are confirmed by Us via a Booking Confirmation email and are deemed to have been accepted by You and Your Party unless, within 24 hours of the sending of the Booking Confirmation email, You inform us by email that You wish to alter or cancel the booking arrangements.

Prices – All prices are quoted in UK Pounds Sterling and, unless otherwise specified, the prices quoted include VAT at the prevailing UK rate. All prices are based on costs prevailing at the time of quotation and may be subject to change.

Price bands – The price band charged depends on the length of your stay. If your stay reduces in length resulting in your stay falling into a different price band you will be required to pay the difference in the two rates from the start of your stay.

Payment Procedure – When a booking is made fewer than 7 days prior to the arrival date, the Full rent is required to confirm the reservation. When a booking is made 7 days, or more, prior to the arrival date, an Initial Payment of 25% is required to confirm the reservation. Where an Initial Payment has been made the Final Payment of 75% is due to be paid 7 days before arrival. If We do not receive full payment by this time, the booking may be cancelled and the Initial Payment forfeited. You may also be liable for the balance of the total rent and for any other costs involved in the attempt to re-let the accommodation.

Payment by Credit/Debit cards – Where Credit/Debit card details are held by Us the Final Payment, or any subsequent payment requests, made in line with these terms and conditions and notified to You, will automatically be debited from the card.

Methods of Payment – Payment must be made to Us in UK Pounds Sterling and must be clear of all bank charges, exchange rate variations, and any other deductions. We are pleased to accept the following methods of payment:

Credit/Debit Card: Visa, Access, MasterCard, Diners or AMEX, Switch, Delta. No surcharge will be made on all Credit Card and non-UK Debit Card payments or AMEX and Diners Card payments. There is no surcharge for UK Debit Cards.

Cheque/Bankers Draft/Foreign Money Order: UK Sterling made payable to “Barros Trading Ltd”

Direct Bank Transfer: Contact us for details.

Payments made by bank transfer must reach our account net of all bank charges. Please ask your bank to detail your invoice number and name and clearly on the transfer. A copy of the transfer should then be sent to us.

Use of apartments – It is forbidden to use our apartments for parties or gatherings where occupants of neighbouring apartments might be disturbed. If, on arrival, it is felt you are intending to use the apartments for such an event you may be refused entrance. If it is discovered that you are holding such an event after arrival you will be required to leave immediately. In such circumstances, We are not obliged to provide or locate alternative accommodation. The proportion of refund is at Our discretion.

Facilities and Services – All apartments are fully furnished to a high standard and include a kitchen fully equipped with appliances, cutlery, crockery, and kitchen utensils. A Broadband Internet connection is provided at all locations. There is no charge for normal use, as described in our **Fair Usage Policy**, of this facility. If a loss of connection occurs We will endeavour to get reconnected as quickly as possible but We cannot be held liable for any losses resulting from the loss of connection. Unless

otherwise specified, the prices quoted for all serviced apartments include utilities and taxes. Unless otherwise specified, the prices quoted include a weekly Housekeeping Service, which is carried out during your weekly stay. All linen and towels are included and changed with every Service. Any extra charges are at the management's discretion.

Fair Usage Policy – Fair broadband usage is described as an average of 2GB download per day. This is sufficient for all normal activities, e.g. web browsing and emailing, but may be exceeded if there is a significant amount of activities such as video streaming. If more download capacity is required then it may be possible to purchase additional GBs. Please note: any illegal internet activity, e.g. peer-to-peer file sharing, will result in the internet access being closed down for the duration of your stay.

Cancellation by You – All notification of cancellation must be made in writing by post or email to Us. You are responsible for ensuring the notification has been received. When notification is received more than 14 days prior to the first date cancelled, all payments received from the client are refunded. When notification is received 14 days or less prior to the first date cancelled, the full cost of the cancelled period is forfeit. We strongly recommend that all clients obtain appropriate travel and personal insurance cover to cover these charges in the event of a cancellation

Alteration by You – If you wish to alter your booking (e.g. change the dates of your stay or the accommodation requested), we will use all our reasonable efforts to comply with your request, however we cannot guarantee that we will be able to do so and we accept no liability for any loss, damage or additional expense that may be incurred in that circumstance. Delayed arrivals and early departures will be treated as cancellation, even if additional nights are added to the end or beginning of the stay, and so will be subject to the cancellation charge if the change is made 7 days or less prior to the first date changed. If your stay is reduced in length please see the section on Price bands for information on the price you will be charged.

Cancellation by Us – In exceptional circumstances we may find it necessary to cancel your booking and if so, we shall make all reasonable efforts to offer a suitable

alternative. If this is not acceptable, and assuming the cancellation is not as a result of events beyond our reasonable control, which shall include but not be limited to events such as war, civil strife, terrorist activity, labour disputes, natural or man-made disaster, fire, flood, and adverse weather conditions, we will refund any sum you have paid to us which shall constitute full and final settlement of any liability we may have to you as a result of such cancellation. This does not affect your statutory rights. More specifically, nothing in these conditions shall restrict our liability for death or personal injury caused by our negligence, or for fraudulent misrepresentation.

Alteration by Us – While every effort is made to adhere to the apartment location, postal number and price stated in a booking, We reserve the right to vary the location and postal number of the apartment at any time until check-in and vary the total price at any time before receiving the final payment from the client. Any variation will be communicated to the client in writing by email or post. On receiving notification, the client has forty-eight hours to communicate non-acceptance of the variation described. If no such communication is received, the client is assumed to have accepted the variation. If communication of non-acceptance is received within forty-eight hours, all paid funds will be returned to the client without any deduction.

Number of Occupants – You are responsible for ensuring that the apartment is not occupied by more people than is stated on your Booking Confirmation email, which is set to the number of beds in the apartment. We reserve the right to refuse admittance to the apartment if we feel this condition is likely to be breached. In this case no paid funds will be returned. The apartment cannot be re-let/sublet to any other group/party without the written approval of Us.

Check-in and Check-out – The rules for check-in and check-out are set by Us. All apartments are usually available for occupation after 2.00pm on the Day of arrival. Keys are made available during working hours (between 8 a.m. and 5:00 p.m.). Arrangements can be made for key collection after hours and on Sundays, subject to prior arrangement. All apartments must be vacated by 11am on the day of departure and keys must be returned to the reception on check out. Arrangements can be made for a later checkout but this is subject to prior arrangement. If there is any delay in vacating the apartment beyond the agreed time a full day's rental is charged to You.

Damage to Apartment – You are responsible for taking all reasonable care of the property and its contents. The property and all equipment, utensils, furniture etc. must be left clean and tidy at the end of the hire period.

Except in the case of normal wear and tear the hirer will be responsible for making good any damage to the apartment or its contents, which has occurred due to negligence, wilful damage or irresponsible behaviour on the part of those occupying the apartment or their guests. Such damage must be reported, without delay, to our local representatives. The cost of the repair or replacement must be agreed with, and paid to, Us. You are responsible for ensuring that no person staying or visiting the apartment during your stay will suffer anything to be done which would endanger the policy of our insurers in respect of the apartment and its contents which might make the same void or voidable.

Termination by Us – We have the right to terminate a booking at any time on the grounds of abuse to staff or other guests, mistreatment of the apartment or criminal activity on the part of those occupying the apartment or their guests.

Injury or Loss – We cannot be held responsible for any personal injury, loss or damage to personal effects howsoever arising at the accommodation. Neither We, nor our representatives, can be held responsible for any circumstances beyond our control including, but not limited to, mechanical breakdown, illness or failure of any public service supply.

Rights of Access – Our representatives and subcontractors have the right of access to the property at any time, with due regard to the convenience of You, for the purpose of inspection of the property and to carry out any essential repair or maintenance work.

Pets – Regrettably no pets of any kind are permitted under any circumstances. You are liable for any infringement of this rule by Your occupiers.

Information – All information supplied by Us, is given in good faith and is based on information available at the time. All reasonable measures have been taken to ensure the accuracy of any statement made either in writing or otherwise, but We are not liable for any variation however caused.

Complaints – Any complaints about the apartment, its contents, or Our staff must be made in writing immediately to Us at 1b Barque Street, Barrow in Furness, Cumbria LA14 2RE or emailed to us at info@maritimeapartments.co.uk . We will take all reasonable steps to settle the problem. We shall not have any liability for any complaint submitted after the completion of the rental period.

Litigation – In the event of any litigation arising from the booking of accommodation with Us, the Courts in England shall have sole jurisdiction on such arising matters and English law prevalent at the time shall be applied at the times.

Force Majeure – We will not be liable for any delay, loss, damage or expenses incurred if your booking needs to be altered or cancelled or we are unable to perform our contractual obligations as a result of events beyond our reasonable control, which shall include but not be limited to events such as war, civil strife, terrorist activity, labour disputes, natural or man-made disaster, fire, flood, and adverse weather conditions.

Insurance – The apartment hire cost does not include any personal insurance cover of any kind. It is recommended that insurance be taken out against cancellation. It is further strongly advised that personal accident and medical insurance is also taken out.

Smoking – We operate a NO SMOKING POLICY. Smoking is not permitted in the apartments or in the internal communal areas of the apartment blocks.

Security of Tenure – The apartments are exempt from security of tenure under the Rent Act

Interest – Interest on overdue invoices shall accrue from the date when payment becomes due, from day to day, until the date of payment, at a rate of 4% above Lloyds

TSB Bank PLC's base rate in force at the time and shall accrue at such a rate after, as well as before any judgement.

Corporate Credit – Corporate credit facilities with Us may be obtained on application. Credit facilities must be agreed prior to check-in. For full details and an application form, write to Maritime Apartments 1b Barque Street, Barrow in Furness, Cumbria LA14 3HT | or call 01229 319000 to enquire.

Privacy and Data Protection – We take your privacy and confidentiality seriously. We collect: (a) information necessary for us to process your booking; and (b) information derived from “cookies”. We use cookies to monitor site usage and related information. We will try to keep your data up-to-date and accurate but we provide no warranty or guarantee and bear no liability to you in the event that any data transmission over the internet is not completely accurate or secure. We use your information to help us improve our website and our service, to personalise the types of information you receive from us, as well as for internal statistical, marketing and administrative reasons. We do not share this information with outside parties except to the extent necessary to process your booking, By using this website, and supplying us with your information, you consent to use by us of your information as described above.

Confirming receipt of your Booking Confirmation email acknowledges your acceptance of these terms and conditions. Payment of the Full or Initial charge also indicates acceptance of these terms and conditions.

Cancellation Policy

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