

Booking Terms

These booking terms ('Booking Terms') are between the person or legal entity making the Booking ('You/Your') and eviivo limited (Registered Office 154 Pentonville Road, London, N1 9JE Company Number: 5002392) our officers, employees and agents. These Booking Terms are for the provision of accommodation services ('Booking(s)'), by the hotel, guesthouse or accommodation provider You have selected (the 'Establishment') and are displayed above in this online Booking confirmation and in your confirmation email ('Booking Confirmation'). These Booking Terms are governed by English law and apply to all Bookings. By making a Booking You are deemed to accept and be bound by these Booking Terms.

You must be able to enter into a legally binding contract and be over 18 years of age to make a Booking.

Bookings

Our services to You are to take your booking and Your payment (where applicable) and to make the arrangements with the Establishment You selected. We are not in a position to ensure that the Establishment meets your expectations or performs its services properly or at all.

Our liability is limited to securing the Booking, routing your payment to the Establishment and managing any refund in the event of a cancellation, in line with the terms of the Cancellation and Deposit policies stipulated on your Booking Confirmation which you accepted by ticking the box provided at the time of booking.

Our liability is limited to securing the Booking, routing your payment to the Establishment and managing any refund in the event of a cancellation, in line with the terms of the Cancellation and Deposit policies stipulated on your Booking Confirmation which you accepted by ticking the box provided at the time of booking.

Bookings are made and a contract between You and Us comes into effect when We accept a reservation from You. A reservation is deemed accepted when We have confirmed Your reservation and received either: (i) full payment of the total price; or (ii) payment of any other amount We have specified at the time of Your Booking. Where Your online payment is less than the total value of the stay is paid, the balance will be paid by You directly to the Establishment, on either check-in or check-out or at an earlier date if so requested by direct communication between You and the Establishment.

When Your Booking is confirmed, a reservation number is given. This number must be retained and quoted in all communications should any cancellation or amendment be necessary. You will need to quote this reservation number when contacting the Establishment.

Although You make a Booking through Us and have a contract with Us, the Establishment is responsible for the day to day provision of the services to You under that Booking. Therefore, all and any complaints must be directed to the Establishment in the first instance.

Prices

All prices include VAT where applicable at the current rate. Prices quoted are correct (unless a pricing error occurs) only for the specific number of guests, dates, nights and rooms shown on Your Booking Confirmation.

On the rare occasion that an error in pricing occurs and the Establishment does not accept Your reservation, even after We have issued a Booking Confirmation, We will notify You as soon as We reasonably can and refund the amount paid in full without any liability for the error or omission. You agree that neither We nor the Establishment will be liable for any additional expenses You may incur as a result of the error or omission.

If You have selected booking extras these are added to the total price of Your Booking. Prices do not include other costs You may choose to incur during Your stay (unless otherwise stated).

Availability

In the rare case that the Establishment is unable to accommodate You as per Your Booking, You will be offered alternate accommodation by the Establishment and if there is a difference in the Price, the Establishment will be liable for the price differential. If the differential is less than the original value of Your Booking a refund of the difference will be made to You. If the differential is more than the original value of Your Booking the differential cost will be borne by the Establishment.

Arrival and departure

The latest arrival (check-in) and departure (check-out) times are specified on Your Booking Confirmation. Should You wish to check-in later than the specified latest check-in time You must confirm this directly with the Establishment. In the event that You attempt to check-in later than the stated times without prior arrangement, or fail to check-in at all, the Establishment may cancel the Booking and retain any amounts it is entitled to retain as stated in the Cancellation Policy section of Your Booking Confirmation. Failing to arrive before the latest check-in time shall be deemed to be a full cancellation of your Booking, and the room may no longer be held for You.

Cancellations & Amendments

Cancellation terms are specified on your Confirmation as displayed on the Website or sent You by email. If You cancel Your Booking on or before the cancellation deadline specified in the Cancellation Policy section on Your Booking Confirmation (the 'Cancellation Deadline') a full refund will be given including any booking extras paid at the time of Your Booking.

If You cancel Your Booking after the Cancellation Deadline You will be charged the full value of the late cancellation fee specified in your Confirmation, including any booking extras You have selected for the duration of Your stay.

If You change the number of guests, dates, room nights or room type ('Amendment'), then the prices are subject to change. Should You request an Amendment and should the Establishment not be in a position to accommodate Your Amendment, Your Booking will be cancelled and a full refund given to You provided that such cancellation or amendment occurs on or before the Cancellation Deadline, failing which the terms described in this Cancellation clause shall apply. If you arrive after the agreed check-in time or do not arrive at all, the Establishment has the right to cancel your entire Booking

and charge any applicable Cancellation fee and the Establishment will be under no obligation to hold the accommodation for You.

IMPORTANT: You may cancel Your Booking by following the instructions in Your Booking Confirmation. Once the check-in date has passed, eviivo shall not waive or refund any applicable cancellation fees if the Establishment you have booked has not confirmed the same by clicking on the 'cancel' command in their reservation system.

Payment

Bookings must be guaranteed using a valid credit or debit card or via PayPal or any other payment type specified. The total amount payable to confirm Your Booking is quoted in Your Booking Confirmation and will be charged to Your credit or debit card or PayPal account or any other payment type offered at the time of Booking, according to the payment schedule specified on Your Booking Confirmation.

Your payment will appear on Your card statement under the title 'Hotel paid via eviivo'; and display eviivo Limited as the merchant of record. Your order may be cancelled automatically if your card is declined by your bank or if there are no sufficient funds on Your account. All additional goods and services purchased during Your stay must be paid in full directly with the Establishment.

IMPORTANT: your card details are processed according to the PCI-DSS security standard and passed on to the Establishment and may be used to 1) guarantee Your reservation or 2) preauthorise or charge any applicable deposit or cancellation fees as soon as you enter the period where these come into effect. A pre-authorisation is NOT a charge and no monies are taken from your account, but the credit limit available on your card may be temporarily reduced by the value of any cancellation fee or deposit applicable at that time.

Liability

Other than for death or personal injury caused by Our negligence or fraudulent misrepresentation, Our total liability to You is limited to the price of the Booking and in no circumstances will We be responsible for any indirect or special damages.

Although We take care in Our selection of Establishments, We do not have any control over them, nor do we carry out any form of inspection of these Establishments, and therefore we are not responsible for what they do or do not do, but where We can We will try to ensure You have the benefit of the contractual commitments the Establishment makes to Us in relation to Your Booking. Should You have any concerns relating to the Establishment's operation, hygiene, health and safety practices or services, or should You like to check the specific conditions of stay relating to the Establishment, You should address these with the Establishment directly, or contact the relevant regulatory authority.

We will not be liable to You where We have exercised reasonable care and skill in our provision of the platform and the placement of requirements on the relevant Establishment's delivery of services to You. We will not be liable for failure to perform to the extent that the failure is caused by many factors beyond Our reasonable control, including the provision of accommodation services by the Establishment.

You are responsible for any damage or loss caused to the Establishment, including any damage to their property by Your act, omission, default or neglect and You agree to indemnify Us and the Establishment and You agree to pay Us or the Establishment on demand the amount reasonably required to make good or remedy any such damage or loss. Further, we reserve the right to terminate Your Booking immediately without being liable for any refund or compensation where You engage in unacceptable behaviour that causes a disturbance or nuisance to other guests at the Establishment.

Data protection

We may process the information You provide to Us for the sole purposes of completing our duties under this Agreement and as notified by Us to the UK Information Commissioner and the relevant EU Authorities. The collection of Personal Data related in particular to your identity, domicile, personal status, phone number, email address, bank card and bank account numbers, or to the transactions you enter into or the payments you make, is a mandatory requirement for the completion of your Booking and the processing of any payment. Without this personal data your transaction could be delayed or rendered impossible and your Reservation could be cancelled. You have the right to request access to the information we hold about You at any time and the right to request that Your data be corrected or deleted. To do so please send your request to: contracts@eviivo.com

Your personal Data will be processed by eviivo Limited including our call centre in Tunis, Tunisia and it will also be transferred to the Establishment You have selected and to or from any online travel agency website that You have chosen to use for Your Booking as such data transfers are necessary for the successful completion of Your Booking. Your personal data will also be processed by Our Merchant Bank Ingenico Financial Solutions SA/NV, for the sole purpose of being able to process your payment. The processing of Your payment includes fraud monitoring and fraud management and other checks related to the fight against money laundering and the financing of terrorism. Ingenico's privacy policy is available at <https://www.ingenico.com/epayments/legal/account-holders>

Whilst we have been given assurances that the third parties we transfer your Personal Data to have agreed to operate in conformance with UK and EU data protection regulations, We cannot accept any responsibility whatsoever for how they may use your personal data. If you have any concerns you should address them to these third parties directly, or to the Establishment that you have booked, using the contact details provided in your Booking Confirmation.

We may be required by law to communicate certain information or documents to any of the UK or European Central Banks or to the relevant UK or EU financial authorities, or generally speaking to any judicial or administrative authority, law enforcement authorities or any legal or administrative authorities. The communication of personal data to those entities will be limited to the extent necessary or required under applicable law and regulations.

By making a Booking, You consent to this processing of information as described above and to the transfer of Your information to the Establishment and to the booking website(s) through which Your booking originated.

Please inform Hoxton Studios of your expected arrival time in advance. You can use the Special Requests box when booking, or contact the property directly using the contact details provided in your confirmation.

A security deposit of GBP 100 is required upon arrival for incidental charges. This deposit is fully refundable upon check-out and subject to a damage inspection of the accommodation.