

98 Church Street Apartment

www.98churchstreet.co.uk

Terms and Conditions

When you book 98 Church Street Apartment you are entering directly into contract with the owner of the property.

1 Making your booking

All bookings depend on the property being available. The person making the booking must be at least 18 years old at the time of booking. By making the booking, you confirm that you are authorised to make the booking and that all other members of the party agree that the booking will be governed by these Terms and Conditions. The person making the booking is responsible for making all payments due to us.

For bookings made and no payment received, we will hold a booking for 48 hours to allow time for payment to be made. Once we have received the payment due, we will issue a Booking Confirmation email as soon as reasonably possible. If you book online, we will acknowledge by email that we have received your booking and then send you separately the Booking Confirmation email, once payment has been received.

This Booking Confirmation email is our acceptance of your booking and the point at which a binding contract with the property owner will begin. If no payment is received within 48 hours then we assume the booking to be cancelled.

We have the right to refuse any booking before we send a booking confirmation email. If we do this, we will tell you by email and promptly refund any money you have paid to us. In this case we will have not have any legal responsibility to you.

The Booking Confirmation email will show your booking details and the amount you still owe (if applicable) for the booking. As soon as you receive this email, you must check the details carefully. If anything is not correct, you should tell us immediately. It is your responsibility to check your emails regularly and to let us know about any change to your email address.

Once we have received a final balance payment we will send a separate email detailing arrival instructions.

2 Payment

At the time of booking, a 25% non-refundable deposit is due. This 25% is calculated from total cost, including any holiday extras selected. On occasions, we will hold a booking for 48 hours to allow time for a payment to be made. This is to be paid by credit card or bank transfer. We only accept payment in Pounds Sterling. We must then receive the rest of the money owed no less than 6 weeks (42 days) before the start of your booking. If you book less than 6 weeks (42 days) before the start of your holiday, we must receive full payment at the time of booking.

If you do not pay any final balance payment due in relation to your booking by the appropriate date we are entitled to assume that you want to cancel your booking and will release the accommodation dates. In this case, we will be entitled to keep all deposits paid.

3 Pricing

We may increase or reduce the prices of unsold products or correct mistakes in pricing at any time before we confirm your booking. We will confirm the price of your booking when you make it. As changes and mistakes can happen, you must check all details at the time of booking.

All prices quoted or otherwise given to you include all charges. All prices are for the property and are **not** on a per person basis. Occasionally prices are rounded to the nearest pound sterling.

Our prices are inclusive of bed linen, towels, fuel and Wi-fi. Unreasonable usage charges apply and we reserve the right to invoice for any usage we feel unreasonable.

4 Website details

We aim to make sure that the information provided is presented accurately on our website, third party listing sites and in other promotional literature or material we produce and provide. There may occasionally be small differences between the actual property and its description. This is usually because we are always aiming to improve services and facilities. Occasionally, problems mean that some facilities or services are not available or may be restricted. If this happens, we will tell you as soon as reasonably practical after we become aware of the situation. We cannot accept responsibility for any changes or closures to local services or attractions mentioned on our website or advertised elsewhere. We make reasonable efforts to make sure that information we give you about the property and its facilities or services, is accurate and complete on the date given. We cannot accept responsibility for any inaccurate, incomplete or misleading information about any property or its facilities and services, unless this was caused by our negligence.

5 Changes to your booking

a) Changes by you

If you want to change any detail of your confirmed booking (eg change dates), we will do our best to make the changes. We must receive this request by email from the person who made the booking. We can only make changes to your confirmed booking if the new dates are available. We cannot guarantee this request.

There is a £25 administration fee for any changes made to bookings. If we are unable to make the change requested, the original booking will continue to be valid unless cancelled in accordance with these Terms and Conditions.

b) Changes by us

If in the unfortunate event we must make changes to your booking (eg serious repair work needed at the property you booked) we will try to find a suitable alternative booking at another property. If this is not possible, we will refund all sums paid by you for this booking. This will be our only obligation or liability to you in such circumstances.

6 Cancellations

a) Cancellations by you

If you have to, or want to cancel your booking, you must phone us on 07835 845 922 or 01463 232237 as soon as possible. The day we receive your notice by phone to cancel is the date on which we will cancel your booking. Where you cancel the booking (irrespective of the reason for cancellation) a cancellation charge will be due in respect of our lost costs as follows:

Number of days before the start date of your holiday that we receive your notice to cancel

More than 6 weeks (42 days)

Less than 6 weeks (42 -0 days)

Cancellation charge

Full deposit (including any balance of the deposit due)

Total cost (accommodation cost and any costs for holiday extras)

We strongly recommend you have adequate insurance in place to cover yourself for cancellation. We cannot be held liable for any cancellation costs incurred by you in the event of cancelling your holiday with us.

b) Cancellations by us

We do not expect to have to make any cancellation or changes to your booking. However, in exceptional circumstances we have the right to do so. We will contact you as soon as is reasonably practical. We will explain what has happened and let you know about the cancellation or change.

7 Events beyond our control

We will not be legally responsible either jointly or individually for any compensation if we are prevented from carrying out our responsibilities under this contract as a result of events beyond our control. This means an event we could not, even with all due care, expect or avoid, including: natural disaster; acts of terrorism; malicious damage; keeping to any law or governmental order, rule, regulation or direction; insolvency or bankruptcy of an owner; fire, flood, snow or storm; other circumstances affecting the supply of goods or services.

8 Our legal responsibilities to you

We cannot be held responsible for noise or disturbance which comes from beyond the boundaries of the property or which is beyond our control. If we know about a problem before you arrive, we will contact you to let you know. We cannot be held responsible for the breakdown of equipment such as, boilers, washing machines, nor for the failure of public utilities such as water, gas and electricity. If you report such a problem during your stay, we will do our utmost to resolve it for you, as promptly as possible. If a contractor needs to enter the property to repair a problem you have reported during your stay, we will give him/her a key to do so.

9 Insurance

We recommend that you take out enough travel insurance to cover you for your total stay. In particular we strongly recommend you have adequate insurance in place to cover yourself for cancellation. We cannot be held liable for any cancellation costs incurred by you in the event of cancelling your holiday with us.

10 Disabilities and medical problems

If you or any member of your party has any medical problem or disability that may affect your booking, please tell us as early as possible. If we reasonably feel unable to properly meet that person's particular needs, we can refuse or cancel the reservation.

11 Your property accommodation

Arrival and departure – You can arrive at the apartment at any time after 4 pm (unless we tell you otherwise, for example on your confirmation) on the start date of your rental period. You must leave by 10am on the last day.

If you fail to arrive on the arrival date, it is a requirement that you contact us within 24 hours of the expected arrival. Failure to comply with this may lead us to assume cancellation by you. In this event we will not refund any money you have paid.

Condition of use – You and all members of your party agree to keep the property, its contents and outdoor areas, clean and tidy, to leave the property in a similar condition as you found it when you arrived, and to behave in a way always, while at the property, which does not break any law. You and all members of your party also agree not to use the property for any illegal or commercial purpose, including subletting it or otherwise allowing anyone to stay in it who we have not previously accepted.

You are responsible for the actual costs of any breakage or damage in or to the property – along with any extra costs that may result – which are caused by you or any members of your party. We can ask for an extra payment from you to cover any related costs including extra cleaning costs.

We can refuse to allow you into the property or ask you to leave if we reasonably believe you or any member of your party is behaving illegally, or that any damage is likely to be caused, has been caused or is being caused by the behaviour of you or any members or your party. We will treat these circumstances as a cancellation by you.

Courtesy– we ask you to show courtesy to the occupants of other nearby properties in particular in terms of noise, parking and tidiness of any shared facilities.

Maximum occupancy – You also must not allow more people than our website states to stay overnight in the property (unless with prior agreement from ourselves). You cannot significantly change the number of adults or children during your stay. (For example, if you book for two adults and two children, you cannot arrive with four adults and no children.)

Usage – You must not hold events (such as parties, celebrations or meetings) at the property without our advanced consent. If you do any of these things, we can refuse to hand over the property to you or can repossess it. If we do this, we will treat this as though you are cancelling the booking. In these situations, you will not receive a refund of any money you have paid for your booking. Neither will we be legally responsible to you as a result of this situation. (This will include, for example, any costs or expenses you must pay due to not being able to stay in the property, such as the cost of finding other accommodation.) We are not under any obligation to find any alternative accommodation for you.

You must allow us or a representative (including workmen) access to the property at any reasonable time during your stay (except in an emergency or if a problem needs sorting out quickly and you cannot be contacted in time. In these situations, we can enter the property at any time without giving you prior notice).

Pets– Pets are not allowed in this property.

Smoking – this property is non-smoking and under no circumstances must smoking occur inside the property.

Safety– guests must accept responsibility for their own and their children’s safety. Any amenities or equipment provided must be used at your own risk. We accept no responsibility for personal injury to any guests or consequential loss or damage to their property.

12 Left Property

We charge a £15 administration fee plus postage, to compensate for our time in retrieving and packing the item. We reserve the right to charge more for heavier or valuable items. We will dispose of unclaimed items left behind to charity shops within twenty eight days.

13 Special Requests

If you have any special requests, you must let us know when you make a booking. However, we cannot guarantee that any request will be met. Confirmation that we have noted a special request or passed it on to a service provider, or of the fact it is shown on your written confirmation or any other document, is not confirmation that the request will be met. If we fail to meet any special request, it will not mean we or they have broken your contract.

14 Complaints

If you want to complain, we will act to sort your complaint out as soon as possible.

15 Governing law

Any dispute, claim or other matter which may arise in relation to your booking will be governed by Scottish law and you must agree that any dispute will be dealt with by the courts of Scotland.

16 Communicating with you

To process your booking we will need to collect and process personal information. We will not pass your details onto third parties, unless it’s in circumstances where third parties would need to know your personal information, eg a tour reservation, and only to the third party service provider concerned.