

TERMS AND CONDITIONS OF  
HOLIDAY LET

THE EDINBURGH APARTMENT

2006  
SAP/AJF

**MORTON FRASER**  
S O L I C I T O R S

FAS4958

## Terms and Conditions of Holiday Let

### Interpretation

“**Apartment**” means the holiday apartment specified in the Booking Form;

“**Booking Form**” means the booking form sent to you with these Terms and Conditions setting out details of the Apartment and the holiday let;

“**Owner**” means the owner or owners of the Apartment;

“**Reservation**” means your initial request to us to reserve the Apartment for let, subject to completing your Booking;

“**The Edinburgh Apartment**” means Trudi Cueto trading as the Edinburgh Apartment of 5 Bath Street, Portobello, Edinburgh EH15 1EZ;

“**we/us/our**” means or refers to The Edinburgh Apartment acting as agent on behalf of the Owner; and

“**you/your**” means or refers to the person(s) making the Booking specified in the Booking Form.

Reference to clauses are to the numbered paragraphs of these Terms and Conditions.

The Edinburgh Apartment acts as an agent which arranges bookings and manages holiday apartments on behalf of Owners. When you confirm your booking of the Apartment in accordance with clause 2 you will be entering into a contract with the Owner for a short-term holiday let (the “**Booking**”). The Terms and Conditions set out below, together with the Booking Form, comprise the whole contract. Any variation must be agreed in writing and signed by the Owner or by us as their agent. Unless otherwise agreed, no conditions appearing on any order you provide will be applicable. In the event of a material inconsistency between the terms of the Booking Form and these Terms and Conditions, these Terms and Conditions shall prevail.

- 1 The dates on which you are hiring the Apartment and the price payable for hiring the Apartment (the “**Price**”) are set out in the Booking Form. Please check these details carefully before confirming your booking.
- 2 To confirm the Booking, an initial payment of a deposit of 50% of the Price is required. Please note that if you do not confirm your booking within seven days of making your Reservation, we reserve the right to let the Apartment to third parties during the dates which you reserved. Payment of the deposit should be made to us by cheque or by bank transfer to the account specified for this purpose on the Booking Form within 7 days of making a Reservation of the Apartment. To confirm your Booking you must also send us a completed and signed Booking Form to us within 7 days of making your Reservation, or, where we provide you with the option to do so, by sending us a completed electronic version of the Booking Form. Payment of the balance of the Price to us is due upon the start of your Booking and should be made by cash or cheque. Please note that payment of the Price, including the deposit, should be made in pounds sterling, failing which we may require an administrative fee to process your payment or reject the payment at our discretion.
- 3 Without prejudice to any other rights we may have, we can charge you interest on a daily basis (both before and after any decree) on any amount unpaid at the rate of 4.0% per annum above the Bank of Scotland base lending rate from time to time from the due date until you pay in full. You forfeit all rights to the Booking if you do not pay as agreed.
- 4 Should you wish to cancel the Booking, four weeks notice in writing or by e-mail to the address specified by us on the Booking Form should be given to us in advance of the start of the Booking. Please note that notice of cancellation will only be deemed to have been effectively given upon us issuing acknowledgement of receipt to you and, where necessary, it is your responsibility to follow up by phone or other means to ensure that we have received your notice of cancellation. We reserve the right to charge an administration fee of 15% of the Deposit (“**Administration Fee**”) for cancellation. Provided due notice has been given to us, the Deposit less any Administration Fee, shall be refunded to you upon cancelling the Booking. Where due notice has not been given to us, the Deposit, less any Administration Fee, will only be refunded in the event that the Apartment is re-let for the full period of the Booking. You are responsible for arranging appropriate holiday

cancellation insurance to cover the risk of you having to cancel the Booking and, for the avoidance of doubt, no such insurance is provided as part of the Booking.

- 5 We act only as an agent for the Owner and accordingly can give no guarantee or warranty as to the state, condition or availability of the Apartment.
- 6 In the event that the Apartment is not available on the dates booked by you we will notify you as soon as reasonably possible and use all reasonable endeavours to arrange equivalent alternative accommodation. If it is not possible to arrange alternative accommodation acceptable to you we reserve the right to refund you all sums paid by you in respect of the Booking and cancel the Booking.
- 7 Unless otherwise agreed the Booking starts at 3pm on the day of arrival and ends at 10am on the day of departure. You agree to give us reasonable notice of the time which you will arrive at the Apartment on the start date of the Booking. Please note that where you do not arrive at the Apartment within 30 minutes of the time advised, neither we nor the Owner will accept responsibility for any delay resulting in allowing you access to the Apartment and any inconvenience or loss suffered by you as a result and that we may also, at our sole discretion, charge you a fee representing our reasonable costs incurred as a result of your late or early arrival at the Apartment.
- 8 Only the persons listed on the Booking Form are permitted to occupy the Apartment. The Booking is a holiday let in terms of the Housing (Scotland) Act 1988 and accordingly you have no right to occupy the Apartment outside the period of the Booking. Sub-Letting of the Apartment is not permitted.
- 9 You agree to keep the Apartment and its contents in the same condition during your stay as at the start date of the Booking and to leave the Apartment in a clean and tidy condition at the end of the Booking. In the event of you breaching your obligations under this clause 9 you agree to reimburse the Owner upon demand for the cost of making good any damage, breakage or loss.
- 10 While we do not accept responsibility for the condition of the Apartment, should you be unhappy with the standard of accommodation and notify us of this fact in writing within 3 days of the start of the Booking, we may, at our sole discretion, seek to rectify this matter on the Owner's behalf or, where this is not possible, seek to agree a refund or discount of the Price payable for the Booking between you and the Owner.
- 11 Neither the Edinburgh Apartment and nor the Owner shall be liable for any loss, expense, injury or damage to you or your property arising in any manner out of the Booking except where caused by their own negligence.
- 12 If any provision of the Booking is found by any court, tribunal or administrative body of competent jurisdiction to be wholly or partly illegal, invalid, void, voidable, unenforceable or unreasonable it shall to the extent of such illegality, invalidity, voidness, voidability, unenforceability or unreasonableness be deemed severable and the remaining provisions of the Booking and the remainder of such provision shall continue in full force and effect.
- 13 Failure or delay by the Owner or us in enforcing or partially enforcing any provision of the Booking shall not be construed as a waiver of any of our rights under the Booking.
- 14 These Terms & Conditions do not, and are not intended to, alter your statutory rights. The Booking will be subject to Scots law and the parties submit to the exclusive jurisdiction of the Scottish Courts.