

Agreement Terms and Conditions

This Agreement and Contract (the "Agreement") is a legally binding agreement made and entered into as of the Reservation Date written above by and between the abovesigned person(s) or company (the "Guest") and the abovesigned owner, manager or agent ("Rental Agent"), pursuant to which the Guest has agreed to rent the residence described below (the "Property"), for the duration of the Rental Term for the Total Rental Fee and other good and valuable consideration as described herein.

OCCUPANCY

Guest agrees that no more than the agreed persons shall be permitted on the Property at any time during the Rental Term, all of whom shall comply with the conditions and restrictions imposed upon Guest under this Agreement.

CONDITION AND USE OF PROPERTY

The Property is provided in "as is" condition. Rental Agent shall use its best efforts to ensure the operation of all amenities in the Property, such as internet access, TV access or fireplaces as applicable. Rental Agent shall not be held responsible for such items failure to work, but will make every effort to correct any issues as reported as quickly as possible. Guest acknowledges that use of amenities such as hot tubs, balconies, fireplaces, decks, and the like may be potentially dangerous and involve potential risks if improperly used, particularly with regard to children and such use is at the Guest's own risk.

Guest shall use the Property for residential purposes only and in a careful manner to prevent any damage or loss to the Property and keep the Property in clean and sanitary condition at all times. Guest and any additional permitted guests shall refrain from loud noise and shall not disturb, annoy, endanger, or inconvenience neighbours, nor shall Guest use the Property for any immoral, offensive or unlawful purposes, nor violate any law, association rules or ordinance, nor commit waste or nuisance on or about the Property.

DEFAULT

If Guest should fail to comply with the conditions and obligations of this Agreement, Guest shall surrender the Property, remove all Guest's property and belongings and leave the Property in good order and free of damage. No refund of any portion of the Total Rental Fee shall be made and if any legal action is necessary, the prevailing party shall be entitled to reimbursement from the other party for all costs incurred.

ASSIGNMENT OR SUBLEASE

Guest shall not assign or sublease the Property or permit the use of any portion of the Property by other persons who are not family members or guests of the Guest and included within the number of and as permitted occupants under this Agreement.

RISK OF LOSS AND INDEMNIFICATION

Guest agrees that all personal property, furnishings, personal affects and other items brought into the Property by Guest or their permitted guests and visitors shall be at the sole risk of Guest with regard to any theft, damage, destruction or other loss and Rental Agent shall not be responsible or liable for any reason whatsoever.

Guest hereby covenants and agrees to indemnify and hold harmless Rental Agent and their agents, owners, successors, employees and contractors from and against any costs, damages, liabilities, claims, legal fees and other actions for any damages, costs, attorneys fees incurred by Guest, permitted guests, visitors or agents, representatives or successors of Guest due to any claims relating to destruction of property or injury to persons or loss of life sustained by Guest or family and visitors of Guest in or about the Property and Guest expressly agrees to save and hold Rental Agent harmless in all such cases.

RELEASE

Guest hereby waives and releases any claims against Rental Agent, the Property owner and their successors, assigns, employees or representatives, officially or otherwise, for any injuries or death that may be sustained by Guest on or near or adjacent to the Property, including any common facilities, activities or amenities. Guest agrees to use any such facilities or amenities entirely at the Guest's own initiative, risk and responsibility.

ENTRY AND INSPECTION

Rental Agent reserves the right to enter the Property at reasonable times and with reasonable advance notice for the purposes of inspecting the Property or showing the Property to prospective purchasers, renters or other authorized persons. If Rental Agent has a reasonable belief that there is imminent danger to any person or property, Rental Agent may enter the Property without advance notice.

UNAVAILABILITY OF PROPERTY

In the event the Property is not available for use during the Rental Term due to reasons, events or circumstances beyond the control of Rental Agent, Rental Agent will apply due diligence and good faith efforts to locate a replacement property that equals or exceeds the Property with respect to occupancy capacity, location and value that meets the reasonable satisfaction of the Guest. If such replacement property cannot be found and made available, Rental Agent shall immediately return all payments made by the Guest, whereupon this Agreement shall be terminated and Guest and Rental Agent shall have no further obligations or liabilities in any manner pertaining to this Agreement.

ADDITIONAL TERMS TO THE RENTAL AGREEMENT

In addition to the standard terms included herein, Guest acknowledges and agrees that the following additional terms and conditions apply to the Guest's rental of the Property:

1.1 You must be 18 years or over when you book your accommodation. Your booking is made as a consumer and you acknowledge that no liability can be accepted for any losses suffered or incurred by you.

1.2 We reserve the right to refuse to accept any booking for whatever reason.

1.3 You may arrive at your accommodation after 3pm (except if it is stated different) on the start day of your booking and, unless otherwise agreed, you must leave by 10 am on the last day. If you fail to arrive by midnight on the day of the start date and do not advise us of a late arrival we may treat the booking as being cancelled by you

1.4 If the number of people permitted to occupy an apartment is exceeded, (which would be in breach of Health and Safety Regulations), we reserve the right to move excess occupants and charge for additional apartments or require the excess occupants to vacate the property.

1.5 Should payment not reach us within the required time we reserve the right to cancel any bookings made and any deposit paid will be forfeit.

1.6 A good house-keeping deposit is pre-authorized on a credit card prior to arrival and issuance of the check-in procedure. This can be charged up to five (5) working days after the guests stayed in the property. Charges are only applied provided the following provisions are not met:

- No damage is done to property or its contents.
- No charges are incurred due to illegal activity, pets or additional services rendered during the stay.
- All debris, rubbish and discards are placed in rubbish bin, and soiled dishes are cleaned.
- All keys are left in the keybox (or same place as the guest collected them from) and the accommodation is left locked.
- All charges accrued during the stay are paid prior to departure.
- No linens are lost or damaged.
- NO early arrival or late departure without prior agreement.
- NO smoking within the apartment.
- The renter is not evicted by the owner (or representative of the owner) or the local law enforcement.

1.7 We expect the apartment to be left in a reasonable state on departure. If, at our discretion, additional cleaning is required on departure, the cost of this cleaning will be charged as an additional charge.

1.8 Where there is evidence of guests smoking within the apartment, a charge of £100 for specialist cleaning will be made.

1.9 Pets are not permitted in our rental units without the prior agreement of the rental agent. Generally only 1 pet is allowed but exceptions may be made for small pets. Please check with the rental agent.

The pet owner must accept the following conditions.

- Pets must not be allowed into the bedroom
- Pets must not be allowed onto the furniture including the sofa
- Pets must bring their own bedding, towels, food bowls and litter trays
- Our towels must not be used to dry or wipe the pet
- Pet excrement must be picked up and disposed of by the owner.
- There is a charge of £20 per pet for the stay to cover for our cleaners extra time required to prepare the apartment for next guests.

Regarding the size or number of pets, we do make exceptions for guide dogs and hearing aid dogs. This should be made clear at the time of booking.

2.0 Unless otherwise agreed, the owners will issue to the client or guest one set of keys to the property. If at any time the client or guest loses the keys, they must notify us as soon as possible and we will instruct a locksmith to change the lock/key(s) and charge the client or guest.

Cancellation Policy

Changes to Reservation by You

The reservation can be cancelled up to 14 days prior to arrival at no charge. If a deposit has been paid this will be refunded minus a £30 administration charge. If the cancellation occurs within 14 days of the arrival date, the full booking fee is payable.

Should you wish to change your reservation to another date, after the rental agent has issued confirmation to you of your original booking, this may be treated as a cancellation which could be subject to the cancellation charges and this could be as much as the total amount paid. The rental agent will advise you if this is the case and you will have the option to continue with your first reservation.

Reservation Cancellation or Adjustment by Us

The rental agent hope they do not have to either cancel or adjust your reservation in anyway; however, as unforeseen problems do occur, the rental agent would contact you immediately to discuss any proposed cancellation or adjustment. If the circumstances affect your travel requirements, the rental agent will endeavour to offer you alternative arrangements.

If this is unacceptable to you or any cost difference is more than you want to pay, the rental agent will arrange a refund of your original rental deposit. Except where otherwise expressly stated in these conditions, the rental agent shall not be liable for changes beyond or out with their control.

Cancellation by You

Please ensure that you are protected by Cancellation Insurance

If you have to cancel your reservation you must telephone the rental agent on the number shown on your booking confirmation as soon as the reason for the cancellation occurs. You must also confirm your cancellation in writing or by email.

The day on which the rental agent receives your telephone cancellation, is the day on which your reservation will deemed to have been cancelled. Deposits and balances are refunded if the cancellation occurs up to 14 days prior to arrival. If the cancellation occurs within 14 days of arrival, the rental agent may refund the fees if they are able to re-sell those days, at the discretion of the rental agent. This is subject to a £50 administration fee.

Data Protection Policy

The rental agents are required to gather certain personal data about clients for the purposes of satisfying operational and legal obligations. This personal data will be subject to the appropriate legal safeguards as specified in the Data Protection Act 1998.

The rental agents fully endorse and adhere to the eight principles of the Data Protection Act. These principles specify the legal conditions that must be satisfied in relation to obtaining, handling, processing, transportation and storage of personal data.

The principles require that the personal data shall:

1. Be processed fairly and lawfully for a purpose and shall not be processed in any manner incompatible with that purpose;
2. Be obtained for a specified and lawful purpose and shall not be processed in any manner incompatible with that purpose;

3. Be adequate, relevant and not excessive for those purposes;
4. Be accurate and, where necessary, kept up to date;
5. Not to be kept for longer than is necessary for that purpose;
6. Be processed in accordance with the data subject's rights;
7. Be kept secure from unauthorised or unlawful processing and protected against accidental loss, destruction, or damage by using the appropriate technical and organisational measures;
8. And not be transferred to a country or territory outside the European Economic Area, unless the country or territory ensures an adequate level of protection for the rights and freedoms of data subjects in relation to the processing of personal data.

GENERAL PROVISIONS

This Agreement contains the entire agreement between the parties with regard to the rental of the Property, and any changes, amendments or modifications hereof shall be void unless the same are in writing and signed by both the Guest and the Rental Agent. This Agreement shall be governed by the laws of Scotland. The words "Rental Agent" and "Guest" shall include their respective heirs, successors, representatives. The waiver or failure to enforce any breach or provision of this Agreement shall not be considered a waiver of that or any other provision in any subsequent breach thereof. If any provision herein is held invalid, the remainder of the Agreement shall not be affected. Any notice required to be given under this Agreement shall be in writing and sent to the contact information included herein. This Agreement may be signed in one or more counterparts, each of which is an original, but taken together constitute one in the same instrument. Execution of a digital signature shall be deemed a valid signature.