



## TERMS & CONDITIONS (T&Cs)

By making a booking (the “Booking”) through Principal Apartments Limited (“PAL”) or through a Booking Agent for the rental and use of an apartment advertised on the PAL or Agent’s website (the “Apartment”), you (“You”) the guest (“the Guest”) agree to accept the Terms & Conditions of the Apartment Owner as set out below relating to the Booking and You acknowledge and agree that PAL acts as agent for the Apartment Owner and not as principal and is authorised to conclude the Booking with You as agent for the Owner only and that the actual agreement for the Booking (“the Booking Agreement”) is made between You and the Apartment Owner and that such Booking Agreement is not effective until PAL has provided You with written confirmation that the Booking has been accepted (“the Booking Confirmation”).

### 1. Booking and payment

- 1.1 **BOOKING:** The Guest may book online via [www.principalapartments.com](http://www.principalapartments.com) or Booking Agent’s website. The Guest may book by email, following initial enquiries or by telephone. PAL will process email and telephone bookings as online Bookings.
- 1.2 **PAYMENT:** Shall normally be by credit /debit card. In exceptional circumstances, sterling cheque or bank transfer will be accepted – the booking remains unconfirmed until paid, unless Credit arrangements are agreed. We do not store credit/debit card details within our payment system; all data is stored securely and encrypted in compliance with the Payment Card Industry Data Security Standard (PCIDSS).
- 1.3 **RENTAL DEPOSIT:** A 25% rental deposit will be due at the time of booking (or on arrival, at PAL’s discretion - in which case you will be advised).
- 1.4 **RENTAL BALANCE:** The 75% rental balance will be due within 21 days of arrival and will be taken by PAL automatically (or on arrival, at PAL’s discretion - in which case you will be advised).
- 1.5 **FULL PAYMENT:** The full rental payment will be due at time of booking (or on arrival, at PAL’s discretion) if the booking is made within 21 days of arrival.
- 1.6 **BOOKING CONFIRMATION:** PAL will issue a Booking Confirmation following receipt of a valid booking.
- 1.5 **RENTAL BALANCE:** Where the rental balance for a booking is not paid prior to arrival (unless payment on arrival has specifically been agreed at our sole discretion) PAL will be entitled to re-let the Apartment for the period and the deposit will be forfeited. PAL will provide notice to the Guest prior to re-letting the Apartment.
- 1.6 **DAMAGE SECURITY and ID:** Irrespective of how payment for the Booking is made, on arrival, at the Apartment the following will be required of the guest; the requirements may be dispensed at the sole discretion of PAL:
  - Photo ID must be presented.
  - A security deposit of £150 will be taken from the guest’s card. In the event of lack of care and/or any breakage/damage to the Apartment (see clause 5 below) the cost of repair, replacement and or exceptional cleaning will be deducted, prior to returning the security deposit; where these costs exceed the security deposit amount, these additional amounts will be charged to the debit/credit card. Such charge will only be implemented in exceptional circumstances and the Guest will be advised in advance of any such charge being made.

### 2. Cancellation by Guest

- 2.1 If the Guest cancels the Booking any amounts paid shall be forfeited. Guests are strongly advised to take out a Travel Insurance Policy to cover such potential loss.
- 2.2 If the Guest wishes to cancel the Booking, cancellation by the Guest **MUST** be in a written format - preferably email. On receipt of notice of such cancellation PAL will issue the Guest with an email acknowledging notice of cancellation to the Guest by email. If the Guest does not receive such acknowledgement by PAL, then notice of the cancellation will be deemed **NOT** to have been received by PAL and the Booking will stand.

### 3. Cancellation by Apartment Owner

- 3.1 In the unlikely event that the Apartment is unavailable through events arising outside the control of the Owner or PAL, PAL may be forced to cancel the Booking. PAL will inform the Guest of any such circumstances as soon as possible and where feasible will offer the Guest alternative accommodation of a similar price and location. If the alternative accommodation offered is unacceptable to the Guest

then PAL will refund all monies paid by the Guest in full and thereafter the Guest will have no further claim against PAL or the Owner.

#### **4. Terms of Rental**

- 4.1 USE OF THE APARTMENT SHALL BE FOR NORMAL DOMESTIC PURPOSES ONLY. This does not restrict the Guest from having other guests visit them at the Apartment **within reason**.
- 4.2 PROHIBITIONS: The following are **strictly prohibited** under the terms of the rental:
- Use of the apartment for PARTYING.
  - Use of the apartment for any form of BUSINESS PURPOSES. This does not restrict its use for business travellers. It prohibits any form of business from being conducted from the apartment, in particular where this involves people visiting the apartment to conduct business.
  - Noisy and reckless behaviour.
  - Smoking. It is illegal to smoke within any part of the buildings are apartments. Smoking is permitted on the balcony, if the apartment has one.
- 4.3 ALL COSTS ASSOCIATED WITH THE RUNNING OF THE APARTMENT are included in the rental cost.
- 4.4 SERVICING: One set of bed linen and one set of towels per person are included in the total Booking cost. For Bookings of more than 1 week, a light clean of the Apartment and linen/bed linen change will be provided on a weekly basis.
- 4.5 ARRIVAL: The Apartment shall be available for arrival from 3pm until 10pm on the day of arrival. Earlier arrival MAY be possible by prior arrangement. The apartments have no reception facilities; Guests should advise PAL of an approximate arrival time. PAL will provide the Guest with a mobile telephone number to call approx. 1 hour prior to arrival at the Apartment. PAL will arrange for someone to meet the guest on arrival at the apartment. For Guests who arrive between 10pm and midnight there is a "late arrival" fee of £35. For guests arriving after midnight there is a "late arrival" fee of £45.
- 4.6 DEPARTURE: Other than by prior arrangement, Guests must vacate the Apartment by 11am on the day of departure. At the time of arrival, a representative of PAL will explain departure arrangements.

#### **5. Care of Property, Breakage or Damage**

- 5.1 For the benefit of the next Apartment guests, we request that the Guest advises PAL of any breakage or damage that occurs during their stay. The Guest will not be charged for any incidental breakages or damage, which occurs as a result of normal use subject to the sole discretion of PAL.
- 5.2 The Guest shall take reasonable and proper care of the Apartment, its furniture, pictures, fixtures and fittings and any effects in or on the Apartment and leave them in the same clean and tidy condition and state of repair at the end of the letting period as at the beginning. Where, in the sole opinion of PAL, there has been serious lack of care and/or excessive breakage/ damage, the Guest will be held responsible for the cost of rectification.

#### **6. Complaints & Problems**

- 6.1 COMPLAINT BY GUEST: Should there be any problem or cause for complaint during the Guest's stay, the Guest shall contact PAL **immediately**. PAL will do its utmost to rectify the problem. If the Guest feels that the problem has not been resolved satisfactorily they should forward full details of the complaint in writing - preferably by email - as soon as possible to PAL to enable PAL to act quickly in helping to resolve any subsequent dispute.
- 6.2 COMPLAINT BY PAL: PAL reserves the right to decline accommodation and/or to demand the immediate withdrawal of any Guest not complying with these Terms & Conditions, or for any conduct detrimental to the Apartment or the comfort of neighbours to the Apartment.

#### **7. No Pets**

- 7.1 Pets are not allowed in any of the Apartments. (Guide dogs excepted).

#### **8. No Smoking**

- 8.1 Smoking is not permitted in any of the Apartments or in any communal parts of the buildings.

#### **9. Right of Entry**

- 9.1 PAL reserves the right of entry to the Apartments at all reasonable times, for the purposes of inspection or to carry out necessary repairs or maintenance. Other than in an emergency situation, notice of entry will be given.
- 9.2 **In the event of serious disturbance or affray**, PAL reserves the right to gain immediate access to the Apartment without giving prior notice.

#### **10. Personal Belongings: Loss or Damage**

- 10.1 The use of the Apartment and its equipment is entirely at the Guest's risk and no responsibility shall be accepted by the Owner or PAL for loss or damage to any personal belongings of the Guest,

members of the Guest's party or of any persons entering the Apartment with the permission the Guest.

- 10.2 Vehicles: Where a parking space is made available to the Guest (either in what is termed "secure" garage parking, courtyard parking or allocated parking spaces), no responsibility shall be accepted by the Owner or PAL for any loss or damage to any Guest vehicles or their contents.
- 10.3 Controlled parking facilities: Where a car parking space is offered/provided in a location, which utilises controlled entry/exit, no liability is accepted by the Owner or PAL for problems (e.g. delays) associated with breakdown/malfunction of such controls.

## **11. Disclaimer**

- 11.1 PAL takes every care to ensure the accuracy of all Apartment descriptions contained on the PAL website, Agents' websites (where these descriptions are within our control) and all information is given in good faith and assumed to be correct at the time of advertising.
- 11.2 PAL cannot be held responsible for any errors in relation to Apartment descriptions appearing on the PAL website and or in any Apartment brochure.
- 11.3 PAL cannot accept any liability for happenings outside their reasonable control, e.g. breakdown of domestic appliances, problems with plumbing or wiring, sudden temporary invasion of pests, any damage resulting from exceptional weather conditions or the Owner's negligence resulting in loss, injury or accident.
- 11.4 PAL cannot accept any liability for changes (or withdrawals of) specified amenities mentioned in the Apartment description either on the PAL website, Agent website and or in any Apartment brochure.
- 11.5 PAL takes every care to ensure the accuracy of all prices quoted via the on-line booking system. However the Owner and PAL reserve the right to adjust the prices as necessary where prices have been quoted in error.

## **12. Contracts (Rights of Third Parties) Act 1999**

- 12.1 A person who is not a party to this Booking Agreement has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce any of its terms but this does not affect any right or remedy of a third party which exists or is available apart from that Act.

## **13. General**

- 13.1 Where the Apartment is situated in Scotland, this Booking Agreement shall be governed by and interpreted in accordance with Scottish law.
- 13.2 If any part of this Booking Agreement is held to be illegal, void, invalid or unenforceable for any reason, the legality, validity and enforceability of the remainder of this Booking Agreement shall be unaffected.
- 13.3 This Booking Agreement constitutes the entire agreement and understanding of the parties and supersedes any previous agreement between the parties relating to the subject matter of this Booking Agreement.
- 13.4 No variation of this Booking Agreement or amendments to these terms and conditions shall be effective unless agreed in writing; such agreements shall be deemed to have taken place if PAL acknowledges such variation by email.
- 13.5 A waiver of any right under this Booking Agreement is only effective if it is in writing, including email, and it applies only to the party to whom the waiver is addressed and the circumstances for which it is given.
- 13.6 The headings in these terms and conditions are for convenience only and shall have no effect on their interpretation.