

# BROADMEADOWS HOUSE AND APARTMENTS

## Terms and Conditions

Our accommodation is offered subject to our general conditions of business set out below. By making a booking the hirer agrees to these terms and conditions.

We strongly recommend that all our guests are covered by their own holiday insurance.

### 1 Validity

This document applies to all bookings made and confirmed on or after the document date in the page footer.

### 2 The Contract

These terms and conditions form a contract for a short-term holiday rental of 28 days or less between the owners of Broadmeadows House (referred to as Us or We) and the person making the booking and all members of the holiday party (referred to as You, Your, Guests) under the following booking conditions. Scottish Law will govern this contract.

In the event of changes to the law or establishment of legal precedent which renders one or more clauses of the terms unenforceable, the other clauses will continue.

The person whose name is on the booking form agrees to take full responsibility for ensuring that all the following terms and conditions are adhered to by all members of the party. This person must be at least 21 years of age at the time of booking and must stay at the property throughout the period of let. You may not sub-let the property.

When you submit a booking request via our online reservation system you will receive booking summary by email to the email address you provided on the booking form. This does not form a contract between us. A contract shall only arise when your booking is subsequently confirmed by email or post.

### 3 Bookings and Payment

A deposit of 25% or £100, whichever is the greater, is due at the time of booking. The balance of the rent is due no later than 42 days prior to arrival. If your payment has not been received 42 days prior to arrival we will assume that you wish to cancel. In the event that a booking is being made less than 42 days prior to arrival the full cost of the accommodation is payable at the time of booking. No entry to the properties will be permitted without payment being cleared in full.

A good housekeeping bond will be payable where appropriate. A bond is required to cover the cost of any damages or breakages. Where not taken automatically by the booking system, this bond is required to be in place 2 days prior to arrival. The bond will be released, less any adjustment for damages, within 7 days of your departure. Where damage remediation costs exceed the amount of bond held the named person on the booking form will be held liable to pay any shortfall on demand.

### 4 Cancellation

Cancellations must be notified by email by the named person on the booking form.

For bookings made during 2020, we are able to provide cancellation insurance cover, from our insurer, **Master Cancel**.

#### **Bookings placed after 28<sup>th</sup> June 2020 for arrival dates on or after 1<sup>st</sup> August 2020**

Your booking is covered by our **Master Cancel** protection. If you cancel between 60 and 2 days prior to arrival you will receive a full refund of the lodging costs you have paid. Refund payment will be released back to you within 7 days of the original departure date.

Cancellations made more than 60 days prior to arrival or within 48 hours of arrival are not covered by **Master Cancel**.

#### **Bookings placed prior to 28<sup>th</sup> June 2020**

**Master Cancel** does not cover bookings made before the above date. If you cancel we undertake that every effort will be made to re-let the property for the period booked. However, if no substitute can be found you will be liable for the total rent payable under the contract.

#### **Bookings placed on or after 1<sup>st</sup> December 2020**

**Master Cancel** does not cover bookings made after the above date.

- If you cancel up to 42 days before your arrival date we undertake to make every effort to re-let the property. However, if no substitute booking is made, you will forfeit your deposit payment.
- If we are able to re-let your booked dates, we will refund you the deposit amount less a £100 cancellation fee

per property booked. You will be reimbursed either on your original check-in date, or the check-in date of the replacement booking, whichever is later.

- From 42 days prior and up to the actual date of check-in you remain responsible for the full rental amount. If we are able to re-let the booked dates, either in whole or in part, we will refund you the lesser of the amount you paid and the replacement rental value, less a £100 cancellation fee per property booked. You will be reimbursed either on your original check-in date, or the check-in date of the replacement booking, whichever is later.

## 5 Unforeseen Circumstances (Force Majeure)

In the unlikely event that we have to cancel the reservation due to circumstances beyond our control, we will provide a full refund of monies paid, less any adjustment for partially taken stays. No further financial claims will be considered.

Government COVID Travel Restrictions. Any government travel restrictions that by law prevent guests arriving or staying in our properties are now an uninsurable risk that we cannot be held solely liable for. Should this situation arise we will do our utmost to work with our guests to provide an acceptable alternate. Alternatives include rescheduling of dates or vouchers for future stays. Please note that a full monetary refund may not always be possible.

## 6 Our Liability

As far as the law allows, we shall not be liable to you for loss, injury or damages to you or your property, as a consequence of your stay, howsoever caused. You indemnify us against loss, damage or injury sustained to the property or any person as a result of any breach of these conditions or arising from the fault of you or any member of your party.

## 7 Access to the Property

We shall be allowed a right of entry to the property at reasonable times for the purpose of inspection or to carry out any necessary repairs or maintenance.

## 8 Care and Use of the Property

1. You are responsible for the property and are expected to take all reasonable care of its furnishings, fittings and effects both within the property and the grounds. You must leave them in the same state of repair and the same clean and tidy condition at the end of the rental period as at the beginning.
2. You must notify us immediately of any damages or breakages. You are legally bound to reimburse us for replacement, repair or additional cleaning costs on demand. We will not charge for the occasional glass or plate. We will inspect the property after your departure and notify you of any damage or breakages noted other than those matters already reported to us. Any additional costs referred to above will be deducted from the housekeeping bond and the remaining balance will be returned to you within 7 days of your departure from the property. If the housekeeping bond paid by you is not sufficient to cover these additional costs you are required to pay any balance within 14 days of demand. We reserve the right to hold the bond payment for longer than 7 days if there is a dispute over damage, or we are awaiting repair bills/proof of damage.
3. The number of persons occupying the premises shall not exceed the number stated at the time of booking. Day guests are only permitted with our prior consent.
4. Premises must be left secure if unoccupied at any time during your stay.
5. If you lose a key, we reserve the right to charge for a change of lock, since loss of key exposes us to future security concerns.
6. You are responsible for the correct and decent behaviour of your party. We reserve the right to terminate your stay without recompense if your conduct is detrimental to the comfort or safety of others. Please respect other guests and keep noise to a minimum after 10.00pm.
7. Broadmeadows House is a strictly non-smoking establishment.
8. No animals or pets are allowed on the grounds or in the premises.
9. In consideration of our neighbours' privacy, the flying of drones is not permitted from or within our grounds.
10. Any event held within the property or grounds must be with the prior written permission of the owners.
11. Under no circumstances should large items of furniture be moved within the house without our permission.
12. You bind and oblige yourselves to vacate the hired premises without demand at the end of the period of let.
13. The properties are equipped with a wireless network in order to provide internet access. You agree to reasonable and lawful use of this facility, which is provided without guarantee of service. In the event of connectivity issues or failure of service, we will make best endeavours to rectify the problem.