

## **Terms & Conditions of Weston House Serviced Accommodation, 123 Moss Street, Keith, AB55 5EZ**

When you confirm your booking of the premises in accordance with clause 2 you will be entering into a contract with the Owner for a short-term 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. 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 Premises and the price payable for hiring the Premises (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 booking fee payment of 100% of the Price is required. For bookings longer than 7 nights (the initial first 7 nights must be paid) Please note that if you do not confirm your booking, we reserve the right to let the Premises to third parties during the dates which you reserved. Payment of the deposit can be made to us by bank transfer or card payment to the account specified for this purpose.

To confirm your Booking you must also provide us a completed and signed Booking Form to us to be completed no later than the day of entry, 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 on the date of your arrival of your Booking and should be made by card payment or bank transfer. Please note that payment of the Price, including the booking fee, 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.

Card details are taken on the booking form to be used in any event that payment is not made. No payment will be taken before or during your stay.

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 day 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. Cancellation - Should you wish to cancel your booking with us this must be advised in writing by the party leader. You will be liable to cancellation charges, as detailed below, and these will be calculated from date of notice is received by us whether by post or e-mail.

Less than 2 days from booking - 100% of booking fee

Over 2 days from booking - No fee

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. You are responsible for arranging appropriate travel 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. In the event that the premises 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.

6. Unless otherwise agreed the Booking starts at 4pm 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 property on the start date of the Booking. Please note that where you do not arrive at the property within 30 minutes of the time advised, neither we, the Owner will accept responsibility for any delay resulting in allowing you access to the property 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 either a result of your late or early arrival at the property, or a late departure time from the property.

7. Only the persons listed on the Booking Form are permitted to occupy the property. The Booking is a Serviced Accommodation in terms of the Housing (Scotland) Act 1988 and accordingly you have no right to occupy the Premises outside the period of the Booking. Sub-Letting of the Premises is not permitted.

8. You agree to keep the Premises and its contents in the same condition during your stay as at the start date of the Booking and to leave the Premises 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.

9. We accept responsibility for the condition of the premises and should you be unhappy with the standard of accommodation and notify us of this fact in writing within 1 day of the start of the Booking, we may, at our sole discretion, seek to rectify this matter, where this is not possible, seek to agree a refund or discount of the Price payable for the Booking between you and us.

9b. UK legislation provides that smoking is not permitted in serviced accommodation. Guests will be asked to leave if found to be smoking in their room and will be charged for the remainder of their stay.

9c. Anyone found using or under the influence of illegal drugs or substances classified under the Misuse of Drugs Act (1971) will be reported to the police and asked to leave the premises. Any evidence or suspicion of drug use in the property will be reported immediately to the police.

9d. Daily housekeeping service is provided for shared accommodation areas – while linens and bath towels are included in the premises. We do not permit towels or linens to be taken from the property.

9e. Weekly housekeeping service is provided for long-term stays only (Bookings over 7 days).

9f. Any booking obtained under false pretence will be subject to forfeiture of advance payment, deposit and/or rental money, and the party will not be permitted to check-in.

9g. Pets are not permitted in our Premises.

9h. The premises cannot under any circumstances be used for partying, playing loud music, or general nuisance behaviour in accordance with clause 13. We reserve the right to remove Guests from the property immediately if the Guest is deemed to have breached this clause in any way.

10. You will receive a key, upon arrival, for your room which you are fully liable for if it is to be lost or stolen. Charges may also incur of external locks being changed if required that you will be liable for.

11. Kinghay Ltd 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 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 Court.