

CONDITIONS OF HIRE

1. The customer (the Hirer) agrees to keep the apartment (the Hired Premises) in a clean and tidy condition.
2. The customer shall undertake to prevent any member of his/her party from causing a nuisance or disturbance to other residents or occupiers.
3. The customer undertakes to leave the apartment secure when unoccupied during the period of let.
4. The customer agrees to pay Edinburgh Self-Catering (the Lessor) in respect of any loss or damage beyond fair wear and tear.
5. The customer shall not sub-let the apartment or any part of it.
6. The number of people occupying the apartment must not exceed the maximum number stated for the premises.
7. The customer agrees to vacate the apartment at the end of the period of let.
8. The customer agrees that the Hired Premises are to be used for the purposes of a holiday, and accepts that the letting is a holiday let to which Section 12(2) and paragraph 8 of Schedule 4 of the Housing (Scotland) Act 1988 apply, namely, "a tenancy the purpose of which is to confer on the tenant the right to occupy the house for a holiday."
9. The customer agrees that, in the event of cancellation, the customer will be responsible for paying for the period booked in the following manner:

a) Cancellation of a booking made directly with Edinburgh Self-Catering

notice of cancellation prior to arrival:

60 days or more - no charge (30% deposit refunded)

30-59 days - 30% charged (deposit retained)

Less than 30 days - full rental price charged

b) Cancellation of a booking made on the VisitScotland online booking facility

notice of cancellation prior to arrival:

60 days or more - 22% deposit paid to ESC will be refunded

- 8% deposit paid to VisitScotland is non-refundable

30-59 days - 30% charged (both deposits retained)

Less than 30 days - full rental price charged

10. Changes of arrival or departure dates may have to be treated as cancellation and re-booking, depending on notice of changes.
11. In the event of Edinburgh Self-Catering cancelling the booking *all* deposits and payments received from the customer will be refunded in full.
12. Edinburgh Self-Catering may treat the booking as cancelled if the balance of the payment is not received, or otherwise arranged, by the date specified in the booking confirmation.
13. The customer agrees to exclude Edinburgh Self-Catering from any liability for damage or injury, however caused, by any member of his/her party.
14. Edinburgh Self-Catering accepts no responsibility for loss, injury or damage to any member of the customer's party, or their possessions, arising from the hire of the premises.

October 2008