

# TERMS & CONDITIONS

By making a booking (the "Booking") through Principal Apartments Limited ("PAL") for the rental and use of an apartment advertised on the PAL 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 **ONLINE BOOKING:** The Guest may book online via [www.principalapartments.com](http://www.principalapartments.com) and can elect to pay by credit /debit card, sterling cheque or bank transfer. Booking in this way will generate an automated Booking Confirmation.
- 1.2 **EMAIL OR TELEPHONE BOOKING:** The Guest may book by email, following initial enquiries or by telephone. PAL will process email and telephone bookings as online Bookings, which will generate a Booking Confirmation.
- 1.3 **PAYMENT:** Payment may be made by credit/debit card, sterling cheque or bank transfer. Cash is only accepted in exceptional circumstances. If payment is to be made by way of credit/debit card, the credit/debit card details provided will be used to take the Booking deposit and will be retained to take the balance, which shall be paid not less than 3 weeks prior to the date of arrival. Where a Guest elects to pay by cheque or bank transfer, the Booking deposit must be received within 5 days of receipt of the Booking Confirmation and the balance must be received not less than 3 weeks prior to the date of arrival. If cheque or bank transfer payments are not received within these timescales, the Guest risks the cancellation of the Booking and the loss of any Booking deposit paid.
- 1.4 **BOOKING DEPOSIT:** A deposit of 25% of the total cost of the Booking is payable by the Guest following receipt by the Guest of the Booking Confirmation. If a Booking is made less than 3 weeks prior to the date of arrival, then the full Booking amount is required to be paid following receipt by the Guest of the Booking Confirmation.
- 1.5 **BOOKING BALANCE:** The balance of the Booking must be received by PAL not less than 3 weeks prior to the date of arrival. If the balance is not received by this date, 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:** Irrespective of how payment for the Booking is made, on arrival, at the Apartment the Guest will be required to show photo ID and provide details of a valid debit/credit card to be held by PAL together with proof of address to which the card is registered. 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 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 after having paid the Booking deposit and before paying any further monies due by any specified due date then the entire Booking deposit shall be forfeited
- 2.2 If the Guest cancels the Booking at least eight weeks before the date of arrival, the cost of the Booking will be refunded less the Booking deposit.
- 2.3 If the Guest cancels the Booking less than eight weeks before the date of arrival then no refund will be given.
- 2.4 If the Guest cancels the booking PAL will seek to re-let the Apartment. If successful in doing so, a refund will be made to the Guest, equivalent to the rental achieved through the re-letting, (which may be less than the amount paid by the Guest for the original Booking), less the Booking deposit. If PAL is unable to re-let the Apartment, the Guest will forfeit the full Booking amount.

- 2.5 If the Guest wishes to cancel the Booking, cancellation by the Guest **MUST** be given in writing by email or by post to PAL. On receipt of notice of such cancellation PAL will issue an acknowledgement of receipt of such cancellation to the Guest by email or by post. 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 If the Apartment cannot be made available for the period booked by the Guest due to cancellation by the Owner, the full amount for the Booking paid by the Guest will be refunded by PAL to the Guest and the Guest will have no claim against PAL. Guests are strongly advised to take out a Holiday Cancellation Insurance Policy to cover such eventualities.
- 3.2 In the unlikely event that the Apartment is unavailable though events arising outside the control of the Owner or PAL, PAL may be forced to cancel the Booking and 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, but **use of the apartment as a PARTY VENUE is strictly prohibited.**
- 4.2 ELECTRICITY AND GAS for heating, lighting and cooking, one set of bed linen and one set of towels per person are included in the total Booking cost. For Bookings of 2 weeks or more a light clean of the Apartment and linen/bed linen change will be provided on a weekly basis.
- 4.3 ARRIVAL: The Apartment shall be available from 2pm on the day of arrival and as the Apartment will be un-manned Guests **MUST** advise PAL of an approximate arrival time at the Apartment and means of travel (car, bus, plane or train). PAL will provide the Guest with a mobile telephone number to call approx. 1 hour prior to their arrival at the Apartment
- 4.4 DEPARTURE: Other than by prior arrangement, Guests must vacate the Apartment by 10am on the day of departure. At the time of arrival, a representative of PAL will agree departure arrangements.

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

- 5.1 For the benefit of the next Apartment guests, the Guest is to advise 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** which 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 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 neighbors' to the Apartment.

**7. No Pets.**

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

**8. No Smoking.**

Smoking is not allowed in any of the Apartments.

**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 and or in any Apartment brochure 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 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**

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 If the Apartment is situated in England or Wales, this Booking Agreement shall be governed by and interpreted in accordance with English law, if 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 and signed by the Owner and a director of PAL.
- 13.5 A waiver of any right under this Booking Agreement is only effective if it is in writing 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.