
East Bay Apartment I North Berwick

Terms And Conditions

1 July 2017

Please read the following Terms And Conditions:

LIABILITY

In the event of any problems whatsoever, the total liability of East Bay Lettings (the owners of the property) will be limited to the rental amount paid by you (i.e. the client: the person who books the holiday reservation).

The client who books the holiday must be twenty three years of age or more at the time of booking and will be responsible for ensuring that all of the members of their party fully observe these Terms And Conditions.

ACCIDENTS

The owners accept no responsibility whatsoever for any accidents that occur in the apartment, or in the shared stairwell that leads up to it. The person who books the holiday reservation is responsible for the safety and well-being of any other members of their party, including other guests.

We ask guests to be careful to ensure that the gas hob in the kitchen is switched off after use.

PROPERTY DETAILS

We try to ensure all photos and descriptions are as accurate as possible and up to date, but they should be used as a guide only.

MAINTENANCE

The property is maintained by Martin Hughes on behalf of East Bay Lettings. All breakages, accidents, problems and losses must be reported to him as soon as possible so that they can be attended to.

All of our home appliances have been checked and tested thoroughly for reliability. However some appliances will inevitably malfunction from time to time and might need repair. We will use our best endeavours to have any problem rectified as quickly as

possible. In such instances, access to the property may be required by authorised personnel during your stay, but they will try to keep any inconvenience to a minimum. Where possible they will try to give prior notice.

CANCELLATION

Should a cancellation be necessary by the client up to eight weeks or more prior to the booking, then your deposit will not be returned. Should a cancellation occur after the total balance has been paid, we will make every attempt to re-let the accommodation and will make the dates available immediately. Should we be successful in re-letting the property, we will refund any monies due to the person who originally booked the property, less an administration fee which would be in addition to the initial deposit paid.

In the event of cancellation, your Security Deposit will be repaid to you.

Should we be unable to re-let the property then the following charges will apply:

- If 56 days or more until your holiday, the deposit will be forfeited;
- If 28 to 55 days until your holiday, 50% of total cost will be forfeited;
- If 14 to 27 days until your holiday, 75% of total cost will be forfeited;
- If less than 14 days until your holiday, 100% of total cost will be forfeited.

We strongly advise you to take out holiday travel insurance as soon as your booking has been confirmed. This should cover any cancellation for reasons beyond your control.

We reserve the right to cancel any reservation when this is due to circumstances beyond our control. Such circumstances include, but are not limited to, failure of equipment, loss of water supply or electricity, adverse weather conditions, threat of war, riot, industrial disputes etc. All monies shall be returned in such circumstances.

If a client does not pay the full balance when it becomes due, then we reserve the right to cancel the booking and retain the deposit.

FORCE MAJEURE

A party is not liable for failure to perform the party's obligations if such failure is as a result of any unforeseen Acts of Nature (including fire, flood, earthquake, volcano, storm, hurricane or other natural disaster), war, invasion, act of foreign enemies, hostilities (regardless of whether war is declared), civil war, rebellion, revolution, insurrection, military or usurped power or confiscation, terrorist activities, nationalisation, government sanction, blockage, embargo, labour dispute, strike, lockout or interruption or failure of electricity or telephone service.

No party is entitled to terminate this Agreement under termination above in such circumstances. If Force Majeure is asserted as an excuse for failure to perform the party's obligation, then the non-performing party must prove that the party took reasonable steps to minimise delay or damages caused by any foreseeable events, that the party fulfilled substantially all non-excused obligations, and that the other party was notified in a timely manner of the likelihood or actual occurrence of an event described in the Force Majeure clause above.

OCCUPANCY

The property is only allowed to be occupied by members specified on the booking form, unless agreed by prior arrangement. Under no circumstances should the apartment sleep more than the maximum occupancy level (i.e. four persons). This is for your health and safety in the unlikely event of a fire.

RESPECT FOR NEIGHBOURS

We ask that noise levels are kept to a minimum. We ask that you respect your neighbours in all adjoining properties. Please do not smoke in the apartment or in the shared stairwell.

We reserve the right to remove you from the property if you are found to be causing unacceptable noise levels, are causing a nuisance to other neighbours, or are disturbing the peace.

BREAKAGES/DAMAGE

We may obtain a refundable Security Deposit of £100, prior to the start of your holiday. This guards against any damage to the property during your stay. The Security Deposit will be refunded to you less any damage or breakages caused by you or your party.

You will be held responsible for any breakages or damage to the property and its contents. In the event of such an occurrence the incident must be reported to the property representative (Martin Hughes) as soon as possible. Alternatively, any breakages or damage should be recorded in the breakages book provided.

A full inventory check will be made following your departure, and if all is satisfactory your Security Deposit will be returned to you in full as soon as possible after departure.

The named person on the Booking Form agrees to accept full liability for any loss / damages to the property or its contents caused by any member of their party and confirms that full cost of repair / replacement will be met.

SMOKING

We want our apartment to be a totally smoke-free zone. If our housekeepers, when they come to clean the apartment after your departure, are of the opinion that smoking has taken place, the cost of cleaning will be forfeited from your Security Deposit. Strong chemicals need to be used to get rid of the smell, so it could be costly.

HEATING

Please use heating from the boiler and hot water with care. Heating will be pre-programmed for certain times during cold weather (e.g. 7am to 9am, 5:30pm to 10pm). You can use the wireless thermostat to control when extra heating is required. When manually controlling the heating using the thermostat please remember to reset the temperature (e.g. to 54F) before going to bed and before leaving the property. Please do not use the unit continuously or whilst the property is unoccupied. Excessive use could incur a charge.

RETURN OF KEYS

All sets of keys upon departure should be placed through the letter box of the apartment once the front door has been locked. Please contact Martin by phone/text to let him know when you have left the apartment. Alternatively, the keys can be returned to Martin in person. Any keys retained inadvertently should be returned to East Bay Lettings as soon as possible.

BUILDING WORK

Any building work which may commence in the local vicinity of the property is outwith our control and we cannot be held liable for any disturbance. If we become aware of any building work which we consider may spoil the enjoyment of your holiday, we will notify you as soon as possible.

CLEANING SERVICES

All bed linen and towels are provided and the apartment will be cleaned prior to your arrival. Mid-let cleans can be arranged at your request, but these will incur a cost which is payable to the housekeepers.

CLEANLINESS

The apartment should be clean and ready for you upon arrival. If you believe it is not, please contact Martin as soon as possible (preferably upon arrival).

We ask that you leave the apartment in as clean a state as you would expect to find it upon arrival.

PAYMENTS

For bookings made more than 21 days prior to arrival a 50% deposit of the accommodation rental is required. The balance will be payable 21 days prior to check-in.

For bookings made less than 21 days prior to arrival, total payment will be required upon booking. Payments can be made online via Owners Direct.

CHECK-IN/CHECK-OUT

Check-In: After 4pm.

Check-Out: Before 10am.

MEET AND GREET

Conducted by Martin Hughes, on behalf of East Bay Lettings, who also organises your welcome refreshments.

FURTHER DETAILS

Further details about the exact location of the property and direct contact numbers for East Bay Lettings and its representatives will be provided upon total payment by the client, prior to your holiday. Any further questions can be directed by email to martin@eastbaylettings.com