



PLEASE READ THESE CONDITIONS CAREFULLY. WHEN A RESERVATION IS MADE WITH AT HOME IN EDINBURGH, THESE CONDITIONS ARE DEEMED TO HAVE BEEN ACCEPTED

TERMS & CONDITIONS

In the following terms & conditions, the parties and amounts detailed above will be referred to as the Agent (At Home In Edinburgh Ltd), Owner (XXXX), Visitor (XXX), Property (XXXX), booking period, rental payments and deposit.

1. The booking is confirmed upon receipt of the deposit and booking fee. Once the deposit has been paid, the Visitor is responsible for the whole amount of rent due. The balance of rent due must be paid 8 weeks prior to the first day of the booking period or according to the instalment plan laid out above. If this is not received, the Agent reserves the right to cancel the booking. The deposit and booking fee will be forfeited and the Property made available for new bookings. If a booking is made within 8 weeks of the move-in date, the full rent, deposit and booking fee must be paid to secure the Property, unless otherwise agreed.
2. The booking is for the period stated in the contract above. Keys may be collected from 3pm from the Agent's office on the first day of the booking period and the property must be vacated and the keys returned to the Agent's office by 11am on the last day of the booking period. If your arrival time is out-with our office hours we will do everything we can to accommodate you but there may be an out-of-hours key charge. This is at our discretion depending on the date and time of your arrival.
3. Keys to the property will not be released to the Visitor until the rent due, deposit and booking fee have been paid in full and the Agent has received cleared funds into their account.
4. All bank charges incurred, including those applied by the sending and receiving bank, are to be paid by the Visitor. It is the Visitor's responsibility to ensure that the money received by the Agent matches the amounts stated in the contract.
5. The Visitor must adhere to the maximum occupancy as stated on the contract. Failure to adhere to this condition may result in the cancellation of the booking and the forfeiture of all monies paid.
6. In the case of cancellation or early termination of the contract by the Visitor, the Visitor will not be reimbursed unless the Agent is able to secure an alternative booking for the Property for some or all of the dates of the original booking. If the Property is re-booked, the Visitor will be reimbursed the rent for any nights that overlap with the original booking, less an administration fee. If the Property is re-booked, the Visitor will be liable for the cost of having the Property professionally cleaned and providing fresh linen for the new Visitor if they have used the Property at all.
7. Where the Property has been booked by a company or agent on behalf of a third party, the third party should be disclosed to the Agent. The company or agent making the booking takes full responsibility for the actions of the third party and his/her guests and they must ensure that the third party is aware of the contract terms and conditions.

8. All properties are strictly non-smoking.
9. The Visitor or other occupiers must not cause (nor allow others to cause) nuisance, annoyance or disturbance to the Owner of the Property or any neighbours.
10. If in the Agents reasonable opinion, the Visitor or any member of their party behaves in such a way as to cause or be likely to cause danger or distress to any third party or damage to property, the Agent is entitled to terminate the contract without prior notice. In this situation, the entire party will be required to leave the accommodation and the Agent will have no further responsibility toward the booking party. No refunds will be made and the Agent will not pay any expenses or costs incurred as a result of the termination.
11. The Visitor agrees to use the Property solely for the purposes of a private holiday residence and is not eligible to use the Property as a main or permanent residence. The Visitor is not permitted to use the Property address for personal correspondence and must not register at the address for council tax purposes. The Visitor must not apply for a residents parking permit for the Property.
12. The Visitor is responsible for the Property and all items in the Property during their stay. The Visitor must not remove any of the items specified in the inventory or any of the Owner's possessions from the Property.
13. The Property must be left clean and tidy at the end of the booking period. If the Property is not left in the condition in which it was found, any extra time charged by the cleaners to restore the property to move-in condition will be deducted from the Visitor's deposit. Extra time is held to be any time above the length of a standard turnover clean for the Property.
14. The Visitor must not (nor allow others to) make any alterations or additions to the Property or its decorations, fixtures or fittings.
15. All locks and windows should be locked and secured when the Property is unattended and when vacated. The Visitor must dispose of all rubbish in an appropriate manner and at an appropriate time. Rubbish must not be placed anywhere in the common stair at any time.
16. All damages and breakages to the Property, its contents (including linen and towels), or the common areas are the legal responsibility of the Visitor and shall be charged appropriately. Staining to towels or linen is held as damage and the Visitor will be liable for the cost of replacements should this be deemed necessary by the Agent.
17. No pets/animals may be kept in the Property without the prior written agreement of the Owner or the Agent. If a pet/animal is permitted, the Visitor is responsible for its behaviour at all times and will be held responsible for any damage caused by the pet/animal.
18. Electricity and gas bills are included in the rental price up to a reasonable fair usage allowance. A copy of the fair usage policy, including usage allowances, is available upon request. If excessive gas or electricity has been used, this will be deducted from the Visitor's deposit. Meter readings will be taken at the start and end of the let and usage calculated. Readings are available on request.
19. Council tax remains in the Owner's name and they are responsible for settling it with the council.
20. One set of bed linen and towels will be provided and must remain within the property. An additional set of linen is available upon request at an additional charge of £15 per bed. All such requests must be made in writing to the Agent. The Agent will drop off the extra set of linen and collect the dirty set at the same time.
21. The Agent will not accept responsibility, or pay any compensation, where the provision of the accommodation or its facilities is prevented or affected by any event which they could not, even with all due care, foresee or avoid.
22. If for any reason beyond the Owner's control, the Property is unavailable on the day when the booking is due to begin, or the Property becomes unsuitable for habitation during the booking period as decided by the Agent, the full amount paid by the Visitor will be refunded. The Agent

will make every reasonable effort to find suitable alternative accommodation, but the Visitor shall have no further claim against the Owner or Agent.

23. The Visitor agrees not to sublet the Property in whole or in part or take in lodgers or paying guests.
24. The Visitor must notify the Owner or the Agent promptly of any disrepair or defect in respect of the Property or the fixtures and fittings and report any failure of mechanical or electrical appliances. The Visitor must permit the Owner, or the Agent, access to the Property at reasonable times and with reasonable notice to enter and inspect, and if necessary to repair the Property. The Owner or the Agent may enter the property without prior notice in case of emergency.
25. If the Visitor reports a fault and the Agent calls out tradesmen who discover that no fault exists, then the Visitor will be charged the tradesman's fee. If an agreement has been made with the Visitor for access to the Property and access cannot be gained, then the Visitor will be responsible for any tradesmen's fees incurred.
26. The Visitor must not move any items of furniture from room to room in the Property.
27. The Visitor must keep free from all blockages and obstructions all baths, sinks, lavatories, cisterns and pipes.
28. If keys are not received by 11am on the last day of the booking period, the Agent reserves the right to change the locks at the Property, replace keys and where appropriate make further rental charges at the Visitor's expense.
29. The deposit is held in trust by the Agent for the duration of the booking. The Owner or Agent will be entitled at the end of the booking period to use the deposit to meet any outstanding sums or account due by the Visitor, the cost of repairs, cleaning or replacing any of the fixtures and fittings which have been broken, damaged or lost and the expense of making good any failure by the Visitor to fulfil any of the conditions of this agreement.
30. The Agent will make every effort to ensure the deposit will be reimbursed within 10 working days after the end of the booking period subject to any deductions. In the event that there are deductions to be made, the Agent may need to wait for adequate receipts to be provided by the Owner. No interest will be paid by the Owner or Agent to the Visitor in respect of the held deposit.
31. Where a phone line is present in the Property, it is only to be used for incoming calls unless otherwise agreed in writing with The Agent.
32. The Agent will do everything possible to ensure the flat is clean and ready for occupancy. Any defects or complaints regarding the Property should be notified to the Agent within 24 hours of identification. Whilst the Agent will make every effort to rectify any problems, the Agent will not be held liable for any loss or inconvenience caused by failure to do so. The Agent will not action complaints that are not reported immediately and no correspondence will be entered into in respect of complaints made on departure or post departure.
33. The Owner will have no liability for any items belonging to the Visitor. The Visitor is advised to insure their personal belongings and include any cover for cancellation of the booking. The use of the accommodation is entirely at the Visitors risk and no responsibility can be accepted for injury, or loss or damage to Visitor's belongings.
34. In the event of the Owner cancelling or dishonouring their part of the contract or misrepresenting details of the Property or its condition, the Agent will make every effort to find an alternative Property, but no guarantee is given and the Agent cannot be held liable.
35. At Home In Edinburgh Ltd is a company registered in Scotland and the terms of our business are governed by the law of Scotland. Any disputes or arbitration should therefore be referred to and resolved in the Scottish courts.
36. The purpose of this Agreement is to confer on the Visitor the right to occupy the Property for a holiday in terms of Section 12(2) and Paragraph 8 of Schedule 4 of the Housing (Scotland) Act 1988 and the tenancy conferred is not an Assured Tenancy or Short Assured Tenancy in terms of that

Act. The Visitor acknowledges that this Agreement shall not confer on the Visitor any security of tenure within the terms of that Act.

37. The purpose of this Agreement is to confer on the Visitor the right to occupy the Property for a holiday in terms of Paragraph 6 of Schedule 1 of the Private Housing (Tenancies) (Scotland) Act 2016 and the tenancy conferred is not a Private Residential Tenancy in terms of that Act. The Visitor acknowledges that this Agreement shall not confer on the Visitor any security of tenure within the terms of that Act.
38. Where the Visitor comprises two or more persons, obligations, expressed or implied are deemed to be made by such persons jointly and severally.
39. If the Visitor or any of their party breaches any of the above terms and conditions the Owner or the Agent reserve the right to re-enter the Property and terminate this Agreement.

By making payment of the deposit, booking fee or rent, the Visitor hereby agrees to let the Property in accordance with the conditions stated within this agreement.