



# Terms of Use

## **Terms & Conditions**

These conditions govern all bookings made with MacNab CPM Ltd, trading as Langley Properties “us “we”). You (“you“ “the booker“ and all members of your party collectively called “the guests“) accept these conditions yourself and on behalf of all members of your party whether you are booking as a guest or on behalf of others. In addition, by visiting or using our website you agree to comply with the Site Terms. Any property occupied is strictly on the basis that the accommodation is for short term use only and that no right to remain in the property after the end of the short term period booked exists for the person or persons who occupy the property. All persons will vacate the property at the conclusion of the period of the booking. This booking/agreement is made on the basis that the property is to be occupied by you and any other occupiers (the tenant) for a holiday as mentioned in the [Housing Act 1988 Schedule 1 paragraph 9 and you therefore acknowledge that this booking/agreement shall not confer on the you or any other occupiers (the tenant) any security of tenure within the terms of that Act. PLEASE NOTE THAT THESE CONDITIONS CONSTITUTE AN EXCLUDED AGREEMENT UNDER S. 3A(7)(A) OF THE PROTECTION FROM EVICTION ACT 1977 (AS AMENDED) AND CANNOT BE CONSTRUED AS AN ASSURED TENANCY UNDER THE HOUSING ACT 1988 (AS AMENDED).

## **1 Your Booking**

1.1 General Any booking, whatsoever made, will only come into existence when payment/deposit has been made and your confirmation has been dispatched by us.

Restrictions may apply in certain locations including, but not limited to, minimum night stay and age restrictions; you will be advised of these at the time of booking where applicable. We reserve the right to refuse any booking at any time.

The main guesst names, address, email addresses and contact telephone numbers are required at the time of booking including the ages of anyone under 21.

As soon as your confirmation and invoice are received, please check the details carefully. If anything is not correct you should tell us immediately. However, we regret we cannot accept any liability if we are not notified of any inaccuracy in the documentation. If there is an error in the

confirmation or invoice, we reserve the right to correct it as soon as we become aware of it and will do so within 7 days of issue of the confirmation or invoice or, if your arrival date is within 7 days of booking, no later than 24 hours before your arrival date.

## **1.2 Special Requests**

We will endeavour to do everything we can to help guests with special requirements. Please ensure we are made aware in writing, of any special requirements at time of booking so we can help you select the most suitable apartment for your needs.

Although we will endeavour to meet any reasonable requests no guarantees can be given that any request will be met. Conditional bookings cannot be accepted i.e. any booking which is specified to be conditional on the fulfilment of a particular request.

## **1.3 Group Bookings**

We consider a group to be two apartments or more being booked for similar dates. Special conditions may apply and these will be advised at the time of booking. Cancellation charges may differ to those specified and will be advised at the time of booking.

## **1.4 Payment**

There is a 20% deposit required at the time of booking, that is refundable if the booking is cancelled, more than 21 days before the booking.

Payment in full is required 21 days before the booking unless otherwise agreed. If payment does not reach us at the required time we reserve the right to suspend or cancel any booking made.

Payment is accepted as a bank transfer, or through a link allowing you to pay with your credit card. Details of both will be given at time of booking.

## **1.5 Payment of Additional Charges**

The payment method for any additional services will be advised at the time of booking.

## **1.6 Pricing**

The rates we advertise are to the best of our knowledge correct at the date of publication, but we reserve the right to change any rates from time to time. Prior to the booking being confirmed rates quoted are based on the rates prevailing at the time but are subject to change. Once a booking has been confirmed we will not change the rate quoted unless you amend the booking or our cost of supplying the accommodation changes as a result of tax, currency or utility fluctuations beyond our control.

## **1.7 Changes**

Extensions and Cancellations All requests for changes, extensions and cancellations must be made via the relevant booking portal or in writing (email) directly to us. (Accordingly, if your booking is not changed, extended or cancelled through us you will be liable to pay us the full amount of the booking.)

### **1.7.1 Changes**

If you wish to change any detail of your confirmed booking we will do our best to make the change subject to an administration fee of £25 per booking which will be payable to us once any change has been made together with any other resulting costs which may result in an increase or decrease in rate depending on the date and length of stay. All changes of date are subject to availability. Should any change be rejected, the original booking will be re-instated. Name changes or child age changes will not incur any charges or administration fee.

### **1.7.2 Extensions**

If you wish to extend a stay please give us as much notice as possible in order to facilitate your request. All extensions are subject to availability and rate change. Where notice to extend a stay has been given, we reserve the right to take all additional payments and charges from any credit/debit card used to make the original booking, or an invoice for the extended period will be sent to your billing address and payment must be made by return.

### **1.7.3 Cancellations**

Our cancellation policy is set out below; however, where bookings are made via a 3rd party (e.g. Booking.com, Airbnb, Expedia.com etc.) their cancellation policy may differ from our own. The specific cancellation policy should be requested at the time of booking and will be stated on the confirmation. Langley Properties reserves the right to treat an early departure or reduction in the number of nights or apartments booked as a cancellation and apartments may be re-let and cancellation charges will apply. Non-arrivals will be treated as a cancellation and you will not be entitled to any refunds. Please note that transaction fees are not refundable in the event of a cancellation. At the time of booking we request a 20% deposit to reserve your booking in advance. In all cases this deposit is refundable in the event of cancellation that is cancelled at least 21 days before the first day of the booking.

### **1.7.4 Notice Period**

Cancellations required 21 days ahead to receive full refund, Between 20 days and 8 days 20% deposit will be kept, and 7 days or less full payment the booking in non refundable. For clarity the entire booking is based on the days prior to the commencement of the first day of booking.

## **2 Changes by Us**

We do not expect to have to make any changes to your booking however occasionally bookings have to be changed or cancelled or errors in information or other details corrected and we reserve the right to do so. If this does happen, we will contact you by telephone or email where reasonably possible. If a change has to be made or your booking has to be cancelled we will, if possible, offer you an alternative apartment of similar type and standard. If the alternative apartment is advertised at a lower price, you will receive a refund of the price difference. However, if the alternative apartment is at a higher price the new price will be payable. If you do not wish to accept a change or any alternative apartment offered or we cannot offer you a suitable alternative apartment, you may be entitled to cancel your booking and receive a refund unless this is the result of an Event beyond our Control – see below. You should tell us as soon as possible whether you wish to accept any change or alternative apartment offered or alternatively if you want a refund.

Events beyond our Control include but are not limited to the following: act of God, outbreak of hostilities, riot, civil disturbance, acts of terrorism, revolution, the act of any government or authority (including but not limited to refusal or revocation of any licence or consent), fire, flood, lightning, explosion, fog or bad weather, epidemic, interruption or failure of a utility service (including but not limited to electricity, gas, water or telecommunications), renovations and building work undertaken at the property or in the local area, strikes, lockouts or boycotts, embargo, blockade.

### **3 Insurance**

We are not responsible for the theft and/or damage of your personal belongings during your stay in any apartment booked. Therefore, you are advised to ensure you have appropriate insurances in place. In addition, you are advised to ensure you have appropriate travel insurance to cover cancellation and medical expenses.

### **4 Website**

Reasonable care has been taken to ensure that the content of our website (and/or other means of promotion or advertising) is correct but it is subject to amendment at any time without notice. All content on our website (and/or other means of promotion or advertising) is published in good faith. but you acknowledge that we cannot check the accuracy of all information provided by our preferred suppliers for whom we may act as agent. Given the above factors, we do not warrant that any of the content on our website (and/or other means of promotion or advertising) accurately or completely describes any of the apartments. Our website may link to other websites and we are not responsible for the data policies, content or security of these linked websites. Our website (and/or other means of promotion or advertising) will only have a general representation of the accommodation shown. Actual apartment size, design, fixtures, furnishings and facilities may vary.

### **5 Liability**

We are responsible for our own operated apartments, subject to these conditions. We may act as agent for our preferred suppliers and, other than our general management and booking obligations detailed in these conditions, we shall not be liable to any party for any amounts in relation to any acts or omissions under or in relation to that contract with the relevant preferred supplier.

All warranties, conditions and other terms implied by statute or common law or otherwise are, to the fullest extent permitted by law, excluded from any contract with us and these conditions shall apply in their place.

However, nothing in these terms and conditions shall affect your statutory rights if you are a consumer. Nothing in these terms and conditions limits or excludes our liability for death or personal injury resulting from negligence; or for any damage or liability incurred by you as a result of fraud or fraudulent misrepresentation by us, or any liability that cannot by law be excluded.

Subject to the paragraph above, we shall not be liable for any loss of profits, loss of business, depletion of goodwill and/or similar losses, loss of anticipated savings, loss of goods, loss of contract, loss of use, loss of corruption of data or information, or any special, indirect, consequential or pure economic loss, costs, damages, charges or expenses.

If you are booking for, as or on behalf of a business or business employee, that business shall indemnify us against all liabilities, costs, expenses, damages and losses (including any direct or indirect consequential losses, loss of profit, loss of reputation and all interest, penalties and legal and other reasonable professional costs and expenses) suffered or incurred by us arising out of or in connection with your, or your business's, breach or negligent performance or non-performance of these terms and conditions. If you are booking for, as, or on behalf of a business or business employee, our total liability in contract, tort (including negligence or breach of statutory duty), misrepresentation, restitution or otherwise arising in connection with the performance or contemplated performance of your booking shall be limited to the fees paid to us under your booking.

## **6 Your Accommodation**

### **6.1 General**

All apartments are occupied as serviced apartments and are only to be used as temporary or holiday accommodation for you, or your organisation. They are not for use as the principal, additional home or residence of guests; you will not be entitled to a tenancy or an assured shorthold or assured tenancy. No relationship of landlord and tenant is created, and no statutory security of tenure exists now or when the period of occupation ends. If you or any member of your party fails to vacate at the end of the period you will be charged the appropriate accommodation charges for the continued period of occupation. No persons other than the guests have the right

to use the apartment. These conditions constitute an excluded agreement under S(3A)(7)(a) of the Protection from Eviction Act 1977 (as amended) and cannot be construed as an assured tenancy under the Housing Act 1988 (as amended). The maximum guests in an apartment is determined by the number of beds in the apartment. If the maximum number is exceeded then we may refuse access to the accommodation and/or reserve the right to charge for additional apartments.

## **6.2 Arriving and departing**

Apartments are available from 3pm on the day of arrival to 10am on the day of departure. Early arrival or late departure may be available for an additional charge but cannot be guaranteed unless booked from the night before arrival or for the night after departure.

## **6.3 Access to your apartment**

Key collection details will be provided to you (via your booker where applicable) prior to arrival. The apartments do not have reception desks and you will be given a code to enter the building and details of key collection once your booking is confirmed. It is essential that you have this information with you on arrival and, where notified, contact us in advance to confirm the arrival procedure.

## **6.4 Facilities and Services Cleaning:**

Your apartment is cleaned thoroughly before arrival. Maintenance: Routine maintenance is carried out regularly by our Management team; however, occasionally we may need access to your apartment to carry out essential maintenance. We will normally give you 24 hours notice except in the event of an emergency when we require immediate access. Apartments are fully furnished and equipped with appliances, cookware, crockery, cutlery, utensils and bedding. Guests are invited to advise us of any item which has been overlooked and/or is missing. Under no circumstances must any item be removed from the apartment. No charges will apply. Broadband: Where broadband is available in apartments, either via a wired or wireless connection, it will not be charged for separately. While we will make every effort to ensure the service is available at all times, we are unable to guarantee any internet or broadband connection and where a fault is deemed to be associated with the users' hardware or software no support will be available. We are not responsible for loss or damage to guests' computers or software at any apartment or while connected to a network service. Guests must not use the broadband connection at the apartment for illegal or immoral purposes and we reserve the right to pass on any records to the authorities if required. Security: Guests will be provided with a set of keys/fobs/access card to access the property and the apartment. Additional sets can be provided on request. It is your responsibility to ensure you are in possession of these at all times and that they are returned at the end of your stay. An additional charge will be made for replacements and if we are required to provide

access due to lost or forgotten keys. Car Parking: there is free street parking located in front of the buildings. Langley Properties does not accept liability whatsoever for any damage, theft, vandalism or any other act of any third party which may cause loss or damage to a vehicle during a rental period. Interruption to services: We will make every effort to ensure that guests enjoy a peaceful stay. However, we cannot guarantee or be held responsible for any failure or interruption of, services to the apartment or the building, including electricity, water or any damage to telephone, broadband, internet and other communications, including disruption or noise caused as a result of repair works being carried out in another part of the property or a neighbouring property. Where we are made aware of such failure or interruption we will endeavour to rectify such services within a reasonable period of time at our apartments, and will use reasonable endeavours to ensure any preferred supplier is made aware of, and rectifies, such problems within a reasonable period. Management Services: Our Management team is available to ensure your stay is as comfortable and enjoyable as possible. Contact details and working hours are made available on arrival.

## **6.5 Guest Responsibilities**

Guests are expected to comply with any regulations for use of the apartment. These are available on arrival usually sent digitally. If any guest breaches any of these conditions or the regulations, we reserve the right to request a guest vacate their apartment immediately without refund.

## **6.6 Guest Rules**

Smoking is not permitted in any apartment or apartment building. A charge will be made for a deep cleaning if evidence is found of smoking.

Pets: Pets are only allowed, by prior arrangement.

No naked flames or candles allowed in the properties.

Nuisance: Guests are required to behave in a responsible manner, respect the apartment and their fellow guests and keep noise to a minimum between the hours of 10pm and 7am. Most properties have noise detectors, if these are triggered you will be given one warning to reduce the noise with immediate effect before being asked to leave.

If the police are called by the neighbours because of any noise, you will be asked to leave immediately.

Guests are not permitted to use the apartment for any illegal or immoral purposes.

An additional charge will be made if the Management team is called out in response to a nuisance complaint.

Age Restrictions: Non-corporate bookings will not be accepted from any paying guests under the age of 21. Proof of identification and date of birth may be requested on arrival and if not presented on request, we reserve the right to cancel the booking.

Visitors: Guests are responsible for their visitors. Non residents will not be allowed access to the apartments after 11pm and we operate a strict no party policy.

Visitors are not allowed to park on the premises.

Damage: Guests are required to keep the apartment, furniture, fittings and effects in the same condition as on arrival. Any damage should be notified to us within an hour of you arriving, if you do not notify us of any issues, it is assumed that damage was caused during your stay, and you are liable.

You are required to notify us of any damage, loss or broken items or matters requiring general maintenance. Any damage to the apartment will be charged in full. In the event that these are discovered after departure we will notify you or the booker within 7 days of departure with full details and where possible photographic evidence. Cleanliness:

We expect the apartments to be left in a reasonable state of cleanliness and order on departure. An additional charge will be made for extra cleaning or specialist cleaning to return the apartment to a fit state for occupation.

Additional charges may include compensation for loss of revenue in addition to cleaning and repairs.

Lost Property: All your possessions should be removed from the apartment on the date of departure. We will use reasonable endeavours to retain any lost items for up to 3 months after your departure date.

Email: [langleyproperties21@gmail.com](mailto:langleyproperties21@gmail.com) for enquiries relating to lost items.

Storage: Where facilities are available and at the owners risk storage of luggage may be provided at an additional charge

## **7 Additional Charges**

As a guide additional charges include, but is not limited to the following: Breakages, loss or damage to the apartment or any of its contents Cleaning, specialist treatment charges where more than routine cleaning is required or smoking has occurred – £150 Inventory and condition reports – £50 Outside of working hours which are Mon – Fri 9am – 6pm – meet and greet – £50 Lost keys, fobs or access cards – £50 Call out charge for locked out Guests – £50 Other services such as extra cleaning may be available on request. Please email k for information and charges. Prices for additional charges may change at any time. For payment of additional charges see cl.2.3 above.

## **8 Health and safety**



We take the health and safety of all our guests seriously. All guests are advised to familiarise themselves with the safety procedures provided in the apartments, the building and local area, paying particular attention to fire evacuation details and security. All appliances must be used in accordance with the manufacturers manual. If no manual is present, guests should follow the itemised instructions issued by Langley Properties. It is the guest's responsibility to turn off all electrical appliances when not in use. It is the guest's responsibility to turn off all lights when leaving the apartment this not only saves the environmental costs but also reduces the risk of fire.

## **9 Quality and feedback**

We are committed to providing quality accommodation and conduct regular audits to ensure that high standards are maintained at the apartments. Many of the apartments are also independently assessed and details of the star ratings awarded can be found on our website. We also welcome feedback from our guests and ask them to complete a guest satisfaction survey on departure. We value this feedback which provides us with useful information on how we can improve our services further.

## **10 Complaints**

In the unlikely event that you are dissatisfied with any aspect of your accommodation please notify the apartment manager as soon as possible in the first instance. If you do not give us the opportunity to resolve a problem during your stay, this may affect the final outcome of any complaint received. We aim to deliver the best possible customer service, but in the unlikely event that you are dissatisfied with our service, please contact us by email [langleyproperties21@gmail.com](mailto:langleyproperties21@gmail.com)

## **11 Privacy**

Please refer to the separate Privacy Policy

## **12 General**

We reserve the right to change these conditions from time to time. If guests are in breach of any of these conditions, we reserve the right to request that guests vacate their apartment immediately. These conditions shall be governed by and construed in accordance with the laws of Scotland and the Courts of Scotland shall have exclusive jurisdiction in relation to any claim, dispute or difference concerning these conditions and any matter arising from them. Not to leave the apartment vacant or unoccupied for a period in excess of 14 consecutive days without providing us notice of intention to do so. Not to make any alteration in or addition to the apartment nor to damage or injure it, nor to fix nails, screws, hooks or adhesive materials to any interior or exterior surface. Not to use the apartment for any illegal or immoral purposes or for any purpose which does or may cause a nuisance or annoyance to us or any neighbouring occupiers, and in addition no pets will be allowed without

consent outside of the permitted areas. If consent is given and if there are any complaints whatsoever by any neighbour or by us for any reason, then the pet/s is to be immediately removed from the apartment. Owner remaining fully responsible also for any damage caused by the pet/s, to the apartment and communal areas. The owner shall also pay for a professional carpet and upholstery clean on their departure. Not to turn off or have turned off the main water supply to the apartment, nor to leave it unheated for a period in excess of 24 hours during the winter months or any other period of the year when there is a possibility of temperatures being sufficient as to cause damage. Not to assign, underlet, charge, part or share possession or occupation of the apartment or any part of it. Not to alter or install any locks on any door or window in or about the apartment or have any additional keys made for any locks. An administration charge of £50 will be made should we be called upon to gain entry into the apartment on behalf of an agreed occupier.

By paying the required deposit it is agreed that you and your booking party are accepting the terms and conditions laid out above.

In particular 1.73 Cancellation and 6.6 Guest Rules

We will do our best to ensure that the process from booking to staying is seamless and any issues, concerns or questions please email [langleyproperties21@gmail.com](mailto:langleyproperties21@gmail.com) and I will get back to you as soon as possible.