

# **Terms & Conditions**

Upon booking with Diamond PSS Short Lets and Serviced Accommodation you are deemed to have read in full and accepted the following Terms and Conditions:

Enquiries can be made via email to [enquiries@diamondpss.co.uk](mailto:enquiries@diamondpss.co.uk) or by calling **+441315606002** ID must be given at time of check-in in the form of a valid passport or Driving Licence.

Guests should use the booking confirmation invoice email as a receipt of payment and confirmation of the booking made with Diamond Short Lets and Serviced Accommodation.

## **1. Booking Payment Procedure**

**A Security Deposit of £500** will be required before arrival, to the above account. Upon receipt of payment we will send you written confirmation of your booking by email. You may extend your stay at any time, subject to availability. No extra fees are charged for last minute bookings.

All prices quoted are in UK Pounds Sterling and are correct at the time of publication. Payment must be made in UK Pounds Sterling. Guests must be over 21 years old to make a booking with Diamond Short Lets and Serviced Accommodation.

Bookings for stays of 8 weeks or less must be paid in full at the time of booking (prior to occupancy).

Bookings for stays of more than 8 weeks are invoiced in 4 week blocks (28 nights). The first 4 weeks are due for payment at the time of booking. The next invoice (for the next 4 weeks) is due for payment no later than 28 days after check-in. Subsequent payments must be made every 28 days.

### **Holding Deposit**

We reserve the right to take a holding deposit of £500 for any booking, this decision is made at our discretion. In the event of this, a member of our staff will contact you and take all information required upon arrival (arrival must be between 3pm - 7pm Mon-Fri 3pm – 5pm and Sat-Sun, photo ID and proof of address must be provided).

Deposits are taken by way of a Bank Transfer and is refunded once keys are returned and the apartment is checked over for damages.

## **2. Cancellation Policy**

All bookings are non refundable, No refunds will be made for non-arrivals. Depending on the reasons for your cancellation, you may be able to reclaim cancellation charges from your insurance company if you have taken out travel insurance. We strongly recommend that clients purchase adequate travel insurance. Regrettably, for the reasons given above, we have to treat any curtailment of your stay as a cancellation.

### **If We Cancel You're Booking.**

In exceptional circumstances it may be necessary for us Diamond PSS Short Lets and Serviced Accommodation to cancel a booking, in the event of this we shall make all reasonable efforts to offer a suitable alternative within our property portfolio, if we cannot offer alternative accommodation we will provide a full refund for the dates we cannot accommodate.

## **3. Amendments to Bookings**

### **If The Guest Amends a Booking**

If a guest wishes to amend a booking (dates of stay, accommodation required, check in/out time), we will make all reasonable efforts to comply with the request(s) however the guest will be charged for any additional charges occurred. If the guest makes amendments to the booking once the stay has commenced we may not be able to comply with the request(s). If on any occasion the guest vacates the apartment early and wishes to terminate the remainder of their stay, this must be confirmed in writing and the keys be returned on the new agreed check-out date. – We accept no liability for loss, damage or expense and cannot guarantee reimbursement of any costs incurred. Similarly in the event of keys not being returned upon check-out, we reserve the right to charge guests for lock replacement, key replacement, building fob replacement, car park fob replacement.

### **If We Amend a Booking**

Diamond Short Lets and Serviced Accommodation reserves the right to make any changes or amendments to any booking at any time. If it is necessary to amend a booking, we would make every effort to allocate an identical apartment, either in the same or a similar development, this may however not always be possible and another alternative may be offered. We are not obliged to provide any reimbursement or compensation.

### **4. Facilities & Services**

Note: No items are to be removed from any apartments or dismantled in any way. Furniture is not to be moved within the apartment.

#### **Services**

We cannot be held responsible for failure or interruption of services within or outside of the apartment or development building – this includes utilities, appliances and communications (Washing Machine, Tumble Dryer, Dishwasher, Television, Broadband, Wi-Fi, Electricity, Water, and Heating). We cannot be held responsible for inconveniences such as noise, access or supply of services caused by engineering or repair works within or in another part of the property.

If there is an interruption to any services, once we receive notification, we will use all reasonable efforts to rectify the issue within a reasonable period of time. Facilities and services in common areas within the building (i.e. lift, door system) are the responsibility of the building managers and not Diamond PSS Short Lets & Serviced Accommodation. We reserve the right to add or remove any of its services without prior notice.

We endeavour to have each apartment cleaned and ready for new guests by the check in time, however on rare occasions and in the event of staff shortage there may be a delay in cleaning. In the event of this, guests will be given access to the apartment from the check in time and the apartment will be cleaned as soon as possible. No compensation will be given for this.

#### **Broadband**

Wireless broadband (Wi-Fi) is available in all apartment locations and is provided free of charge. We cannot guarantee connectivity at any given time; however we endeavour to maintain the hardware and connection within all apartments. If there is a fault with the hardware provided (wireless router) we will give support and maintenance. If the fault is deemed to be with the guests hardware/devices, support will not be available. If the Broadband key/fob code is removed, taken or lost upon check out you will be charged £25 for a replacement.

#### **Extra Beds**

A travel cot can be provided and delivered to the apartments at an extra cost (agreed at the time of booking). This must be booked at least 48 hours prior to arrival. We cannot guarantee availability at

short notice and cots can only be delivered within office hours (9am-6pm Monday-Friday). Cot beds are only provided for infants aged 12 months and Under, you must supply your own bedding, pillow and duvet for the cot.

### **Extra Linen**

Extra bed linen can be provided at a cost of £25.00 per set. Extra towels can be provided at a cost of £15.00 per set. Extra linen must be ordered within office hours (9am-6pm Monday-Friday) and can only be delivered within these hours.

### **Maid Service**

A fortnightly maid service is provided for stays of 4 weeks or more. This service includes cleaning the apartment and refreshing the bed linen and towels. This will be charged at £55 per visit.

### **Emergency Call Outs**

The emergency number is provided to give guests a direct line to a maintenance manager out of office hours, this number is only to be used for emergencies (Flood, Fire, Power Cut, and Lost Keys). If the number is used for any non-emergency reason, we reserve the right to charge the guest a call out fee of £150.00. Please Call Bilal on 0131 560 6002.

### **Luggage & Mail Storage**

We do not provide any storage facilities for luggage or personal belongings, including post or packages. We cannot under any circumstances accept any of these items. We do not provide keys to the apartment post boxes, the post boxes are checked regularly and if requested, post will be delivered to the apartment, otherwise it is returned. There is no mail forwarding service if the guest has checked out already.

## **5. Number of Occupants**

The number of persons permitted to occupy each apartment is limited to the number of beds (ie. a Single bed sleeps 1, a double bed sleeps 2). The apartment cannot be re-let/sublet to any other group/party without the written approval of Diamond PSS Short Lets & Serviced Accommodation.

Under no circumstances may more than the maximum number of persons specified in the apartment description occupy the apartment. We reserve the right to refuse admittance or terminate the stay in the apartment to the hirer and their party if they are in breach of this condition.

## **6. Check-in, Check-out & Return of Keys**

Check-in is from 3.00pm. Check-out is by 11.00am.

All keys, parking, building fobs and parking permits must be returned by 11.00am into Lock box of the property. The same location you collected the keys. Please confirm, in the regular method of contact, that the keys have been returned and you are departing.

LOST, DAMAGED OR NON RETURNED PARKING PERMITS WILL BE CHARGED AT £25 EACH.

LOST, DAMAGED OR NON RETURNED KEYS WILL BE CHARGED AT £50

LOST, DAMAGED OR NON RETURNED ELECTRONIC PARKING FOB WILL BE CHARGED AT £100

## LOST, DAMAGED OR NON RETURNED DOOR SENSOR FOB WILL BE CHARGED AT £50

If there is a delay in departing, Diamond PSS Short Lets & Serviced Accommodation reserves the right to charge for additional night's stay for every day the keys are not returned (in the case of long term bookings, the guest will be charged until the end of the next payment cycle). If a parking permit is not returned by 11am on the day of departure, a fine will be charged. Similarly in the event of keys not being returned, we reserve the right to charge guests for lock replacement, key replacement, building fob replacement, car park fob replacement.

In the event of a late check-out or refusal to vacate the apartment by the booked check-out time, we reserve the right to remove all persons and property from the apartment. Any items left in an apartment past the agreed departure time are left at the owners risk – we accept no responsibility for these items and reserve the right to remove and place out with the apartment at the owners risk.

Lost property is kept in storage for no longer than 30 days and safekeeping is not guaranteed. Lost property can be posted back to you at your own cost with prior agreement and Diamond PSS Short Lets & Serviced Accommodation, will not accept any liability for any items that go missing.

All guests are given one set of keys (and fobs etc), unless a second set is pre-arranged when booking. Second set's can be arranged after check-in but this is at the discretion and availability of the Diamond PSS Short Lets & Serviced Accommodation management.

### **7. Damages to Apartment & Payment of Additional Charges**

A deposit must be supplied at the time of booking, in the event of damages to the apartment this deposit will be used to charge the appropriate fines.

We reserve the right to deduct from the relevant deposit, without prior notice, all amounts chargeable under these conditions.

The apartments should be left in a reasonable state on departure, if (at our absolute discretion) we consider additional specialist cleaning is required (for example carpet cleaning to remove a stain), we will charge an additional fee of £150.00. When the duration of the booking is in excess of 28 days, a discretionary final cleaning charge of up to £150 may be charged. If an apartment is deemed unfit for occupation, you will be obliged to pay compensation to us for loss of revenues in addition to the costs of cleaning and repair.

We reserve the right to Charge £150 (in addition to the general cleaning charges) for specialist cleaning to an apartment and/or its contents where it is left in an exceptionally bad condition or if we believe smoking has taken place in the apartment.

#### **Damages:**

Damages to the apartment or contents must be paid in full by you. In the event of Any breakages or damage discovered whilst your stay or after you vacate, we will notify you by e-mail or telephone immediately or within 10 days of your Departure, providing a detailed breakdown of the damage and where possible a cost of rectification. Where Possible, photographic evidence will also be supplied. It is your responsibility to check all items that there is no damage to these items. Condition reports can also be provided at the beginning and at the end of the accommodation period if requested.

Nothing in these terms and conditions limits or excludes our liability for death or personal injury resulting from our 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 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 businesses, 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, not (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.

We shall not be liable for any failure or delay in performance of our obligations which results directly or Indirectly from any cause or circumstance which is beyond our reasonable control, including (but not Exclusively) 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, interruption or failure of a utility service (including but Not limited to electricity, gas, water or telecommunications), renovations undertaken at the property, strikes, lockouts or boycotts, embargo, blockade.

Other than in relation to death or personal injury caused by our negligence, or any other liability that by law Cannot be excluded or restricted, our liability to you in relation to these conditions is limited to the higher of (i) GBP £1,000; and (ii) the value of the booking made with us.

#### **Car Parking:**

Each apartment has parking available; some are free and some will be Pay and Display and some will be overnight parking only. Any apartments that have private parking stated on the listing will need to be agreed in writing at the time of the booking with Diamond PSS Short Lets & Serviced Accommodation.

#### **8. Liability**

We cannot be held responsible for any theft and/or damage of your personal belongings during your stay in any apartments booked. Therefore you are advised to ensure you have appropriate Insurances in place. 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. We regret that we cannot accept liability for any loss, damage or additional expense where the booking needs to be altered or cancelled or we are unable to perform our contractual obligations.

As a result of events of 'force majeure'. In these Booking Conditions 'force majeure' means any Event which could not have been reasonably foreseen, or the consequences could not have been reasonably avoided, by us or the suppliers of the relevant services in question, even with the Exercise of all due care. Such events may include war or threat of war, civil strife, terrorist activity, Industrial dispute, natural or man-made disaster, fire, adverse weather conditions and all similar Events outside our or the relevant suppliers' control. Nothing in these terms and conditions shall affect your statutory rights if you are a consumer.

## **9. Law & Jurisdiction**

These conditions and terms of contract and all matters arising there from are subject to the Law of Scotland and in the event of dispute; the client will be subject to the Exclusive jurisdiction of the courts of Scotland.

## **10. Termination by Diamond PSS Short Lets & Serviced Accommodation.**

Diamond PSS Short Lets & Serviced Accommodation has the right to terminate a booking at any time on the grounds of partying, playing loud music, General Nuisance Behaviour, Abusive to staff or other guests, mistreatment of the apartment, non payment or criminal activity on the Part of those occupying the apartment or their guests. In such circumstances, Diamond PSS Short Lets & Serviced Accommodation is not obliged to provide or locate alternative accommodation. The period of notice is at the discretion of Diamond PSS Short Lets & Serviced Accommodation.

## **11. Injury or Loss**

Diamond PSS Short Lets & Serviced Accommodation cannot be held responsible for any personal injury to any guests while in one of our apartments. Nor can we be held responsible for loss or damage to personal effects howsoever arising at the accommodation. Neither we, nor our representatives, can be held responsible for any circumstances beyond our control including, but not limited to, mechanical breakdown, illness or failure of any Public service supply.

## **12. Rights of Access**

Representatives of Diamond PSS Short Lets & Serviced Accommodation or their subcontractors have the right of access to the property at any time, with due regard to the convenience of the hirer, for the purpose of inspection of the property and to carry out any essential repair or maintenance work.

## **13. Pets**

Regrettably no pets of any kind are permitted under any circumstances. The client is liable for any infringement of this rule. Diamond PSS Short Lets & Serviced Accommodation Management has the right to terminate your stay, if they deem such behaviour has occurred. In the event of such a breach, no refund will be made if such behaviour is deemed to have occurred. A surcharge of £150 will be made if evidence of pets is discovered in the apartment.

## **14. Smoking**

Smoking is not permitted in the apartments or in the internal communal areas of the apartment blocks. Smoking is permitted on external balconies where present in an apartment only. A surcharge of £150 will be made if evidence of smoking is discovered inside the apartment.

## **15. Complaints**

We do not expect and certainly do not want dissatisfied customers, but in the event that. You are not entirely satisfied with the service offered, you should notify any complaint To our office within 24 hours after departure to Diamond PSS Short Lets & Serviced Accommodation by email to [enquiries@diamondpss.co.uk](mailto:enquiries@diamondpss.co.uk). We will take all reasonable steps to settle the problem. Diamond PSS Short Lets & Serviced Accommodation shall not have any liability for any complaint submitted after the completion of the rental period.

## **16. Information**

All information supplied by Diamond PSS Short Lets & Serviced Accommodation, is given in good faith and is based on information available at the time. All reasonable measures have been taken to ensure the accuracy of any statement made either in writing or otherwise, but Diamond PSS Short Lets & Serviced Accommodation is not liable for any variation however caused. We Diamond PSS Short Lets & Serviced Accommodation have the right to add or remove any of its services or facilities without prior notice.

### **17. Interest**

Interest on overdue invoices shall accrue from the date when payment becomes due, From day to day, until the date of payment, at a rate of 4% above Barclays Bank base rate In force at the time and shall accrue at such a rate after, as well as before any judgement.

### **18. Security of Tenure**

All the apartments are occupied as serviced apartments and on this basis no rights of tenancy are created, they are exempt from security of tenure under the Rent Act. Diamond PSS Short Lets & Serviced Accommodation reserves the right to access the apartment and or terminate your stay at any time without prior notice if it deems necessary.

### **19. Usage & Nuisance Behaviour**

The apartments cannot under any circumstances be used for partying, playing loud music, Cultivating, Recording of viral videos/movies or General nuisance behaviour. Guests must have regard for other occupants in the building. Diamond PSS Short Lets & Serviced Accommodation's Management Reserve the right to terminate your stay if they deem such behaviour has occurred. In the event of such a breach, no refund will be made, if such behaviour is deemed to have occurred and an additional fee of £250 will be charged. An additional fee of £150 will be charged for any extra cleaning to the apartment.

The number of people permitted to occupy each apartment is limited to the number of beds. In some apartments extra beds can be provided and this will be at an extra charge to be agreed at the time of booking.

Hen/stag & Group Bookings, We do not knowingly accept bookings of this nature. Group bookings will be required to give a reason of their stay. If the booking is allowed and guests are found to be holding parties of any kind, you will be evicted immediately with no refunds due, a fee of £250 will be charged.

Use of the apartments for any behaviour deemed by the management of Diamond PSS Short Lets & Serviced Accommodation to be inappropriate or illegal will result in the immediate eviction of all guests without refund and, where necessary, reporting to Police Scotland for further investigation.

### **20. Apartment Specification**

Reasonable care has been taken 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. We do not warrant that the content of our website (and/or other means of promotion or advertising) accurately or completely describe any of the apartments. Our web site may link to other web sites and we are not responsible for the data policies, content or security of these web sites. You should note the following points about apartments:

\* Apartments are individual and vary in style, size and layouts so furnishing details are not uniformly standard. Although accommodation and location are confirmed in advance, the exact apartment cannot be guaranteed prior to arrival and can be subject to change at any time;

\* Our website (and/or other means of promotion or advertising) may contain a plan of the layout of the apartment. The plan will only be a general representation of the accommodation. Actual unit size, design, fixtures, furnishings and facilities may vary from those shown on the plan; We Diamond PSS Short Lets & Serviced Accommodation have the right to add or remove any of its services or facilities without prior notice.

\* The number of people permitted to occupy each apartment is limited to the number of beds. In some apartments extra beds can be provided and this will be at a charge to be agreed at the time of booking. If the number of people permitted to occupy an apartment is exceeded, we may refuse access to the accommodation and reserve the right to charge for additional apartments;

\* You and your party must comply with any rules and regulations set by us. We recommend that you take time to familiarise yourself with the safety procedures in the apartments, the building and local area, paying particular attention to fire evacuation details and security and exit routes;

\* You and the other members of your party are responsible for payment of rental, any charges made for use of facilities, such as additional laundry services, and for any other fees levied by us for the use of amenities;

\* Where internet or broadband connectivity is available, you agree to use such services in a responsible manner and not for any illegal purpose.

\* We shall use reasonable endeavours to retain any items left in apartments for up to 1 month after the guest's departure date. Please email [info@SunriseShortLets.com](mailto:info@SunriseShortLets.com) for enquiries relating to any lost items.

\*For further information on individual apartments please email: [info@SunriseShortLets.com](mailto:info@SunriseShortLets.com)

## **21. Discount/Promotional Codes**

All promotional codes promoted and distributed by Diamond PSS Short Lets & Serviced Accommodation via web/email/print/phone are subject to change/expiry/refusal at any time. Diamond PSS Short Lets & Serviced Accommodation reserves the right to change/refuse the details of promotions without notice. All valid promotions/discounts are added to the order before payment when booking; this allows clients to see whether or not the promotion has been added to the order. Diamond PSS Short Lets & Serviced Accommodation cannot apply discount/promotional codes for bookings over the phone or after the order has been placed.

## **22. Included As Standard**

Diamond PSS Short Lets & Serviced Accommodation often provide toiletries & condiments on arrival, these are complimentary and provided at the discretion of Diamond PSS Short Lets & Serviced Accommodation. Toiletries, condiments etc will not be replenished throughout the stay; it is not the responsibility of Diamond PSS Short Lets & Serviced Accommodation to provide such items.

As standard, Diamond PSS Short Lets & Serviced Accommodation will often (but is not obliged to) provide the following on arrival; Sample of washing up liquid, one toilet roll, one dishwasher tablet, one jay cloth, one bin bag, selection of toiletries, complimentary condiments.

## **Store cupboards**



These are for staff use only, any sundries removed from the cupboard will be charged at £3.00 per item. All items are stock checked after every visit.

**23. Acceptance of Terms and Conditions / Contract of Hire**

All bookings are subject to these terms and conditions that are deemed to have been accepted in full by the hirer and all persons in the party. Payment of deposit and/or Apartment fee also indicates acceptance of these Terms and Conditions.

**24. Rights Reserved by;**

All Rights are Reserved and owned by Diamond Property Solutions (Scotland) Ltd T/A Diamond PSS Short Lets & Serviced Accommodation, Trading from Hamilton, South Lanarkshire, UK.

Signed by Host	
Full Name	
Date	

Signed by Guest	
Full Name	
Date	