



## Terms and Conditions for Bookings

**Edinburgh Room Rentals (Trading as City Room Rentals)**



Please read the following important terms and conditions before you process a Booking with us and check that the details of the Booking meet your requirements and do not contain anything that you are not willing to agree to.

Last updated: 5<sup>th</sup> May 2016

**Summary of some of your key rights:**

*The Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013 say that in most cases, you can cancel within 14 days. If you agree the service will start within this time, you may be charged for what you've used.*

*The Consumer Rights Act 2015 says:*

*you can ask us to repeat or fix the service if it's not carried out with reasonable care and skill, or get some money back if we can't fix it*

*if a price hasn't been agreed upfront, what you're asked to pay must be reasonable*

*if a time hasn't been agreed upfront, it must be carried out within a reasonable time*

*This is a summary of some of your key rights. For detailed information from Citizens Advice please visit [www.citizensadvice.org.uk](http://www.citizensadvice.org.uk) or call 03454 04 05 06.*

*The information in this summary box summarises some of your key rights. It is not intended to replace the contract below which you should read carefully.*

These Terms sets out:

- your legal rights and responsibilities
- our legal rights and responsibilities, and
- certain key information required by law

These Terms are used for when you and a Provider enter into a contract for a Booking for the rental of a Room made by email through our website at [www.cityroomrentals.co.uk](http://www.cityroomrentals.co.uk), or via the telephone or email.

In these Terms:

- We, us or our means Edinburgh Room Rentals Limited trading as City Room Rentals, and
- You or your means the person making a Booking with us.

If you don't understand any of these Terms and want to talk to us about it, please speak with our representative or contact us by:

- e-mail [booking@cityroomrentals.co.uk](mailto:booking@cityroomrentals.co.uk) (Monday to Friday: 9am to 6pm ), and
- telephone 0131 210 0050 (Monday to Friday: 9am to 6pm ),
- Do you need extra help?

[If you would like this contract in another format (for example: audio, large print, braille) please contact us using the contact details at the top of this page.]

## Who are we?

We are registered in Scotland under company number: SC484754.

Our registered office is at: 1 Inverleith Gardens, Edinburgh EH3 5PU.

Our VAT number is: 213 0658 43

## 1 Introduction

1.1 If you buy services from us you agree to be legally bound by these Terms.

1.2 When buying any services you also agree to be legally bound by:

1.2.1 our Website Terms of Use and Privacy and Cookie Policy  
<http://www.cityroomrentals.co.uk/pcp.pdf>

1.2.2 extra terms which may add to, or replace some of, these Terms. This may happen for legal or regulatory reasons. Any changes to these Terms will be notified to Users by us posting a notice on the Website. By continuing to make Bookings through the Website you agree to be bound by changes to these Terms which are set out in the notice – you are responsible for ensuring that you are familiar with the current version of these Terms as in place from time to time; and

1.2.3 specific terms which apply to certain services. If you want to see these specific terms, please speak with our representative who will tell you when specific terms apply,

all these documents form part of these Terms as though set out in full here.

## 2 Information we give you

2.1 By law, the Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013 say that we must give you certain key information before a legally binding contract between you and us is made (see the summary box below). We will give you this information in a clear and understandable way. Some of this information is also set out in these Terms, such as information on our complaint handling policy (see clause 13).

### **Information we will give you**

*We will give you information on:*

*the main characteristics of the services for Bookings you want to buy*

*who we are, where we are based and how you can contact us*

*the total price of the Booking including any taxes (or where this cannot reasonably be worked out in advance, the manner in which we will work out the price)*

*the arrangements for payment*

*how to exercise your right to cancel the contract and the costs of doing so*

*our complaint handling policy*

2.2 The key information we give you by law forms part of these Terms (as though it is set out in full here).

2.3 If we have to change any key information once a legally binding Contract between you and the Provider is made, we can only do this if you agree to it.

### 3 Definitions

3.1 When the following words with capital letters are used in this contract, this is what they will mean:

“**Booking**” means a booking by a User to stay in a Room which is made available for booking on our Website;

“**Booking Reference**” means the reference number for a Booking shown on the Confirmation Email and or the Deposit Invoice or a confirmation summary issued by us to you;

“**Booking Request**” means a formal request for a Booking submitted in accordance with these Terms;

“**Business Day**” means a day other than Saturday, Sunday and public holidays when banks are open for business in Edinburgh;

“**Contract**” means the legally binding agreement between you and us for the purchase of the Services incorporating these Terms, as formed in accordance with clause 5.3.3.1;

“**Deposit Invoice**” means the invoice sent by us to you for the Leisure Deposit;

“**Event Outside Our Control**” has the meaning set out in clause 12.2;

“**Leisure Balance**” means the balance of the total fees payable for a Leisure Booking upon deduction of the total of the Leisure Deposit;

“**Leisure Booking**” means a Booking for any purpose other than a Student Booking;

“**Leisure Deposit**” means the deposit of a percentage of the total price of the Booking as confirmed in the Confirmation Email;

“**Listing**” means a listing on our Website for a Room;

“**Property**” means a property in which a Room is made available for a Booking by a Provider;

“**Provider**” means the owner or operator of a Property;

“**Room**” means a room (which may be for single or multiple occupancy) within a Property to be listed for rental through the Website for a Booking;

“**Services**” means the provision of services enabling you to make a Booking and facilitate contact between you and the Provider for completion of the Booking;

“**Student Booking**” means a Booking for the purposes of Student Use;

“**Student Use**” means a User occupying a Room pursuant to a Booking for the purposes of student accommodation whilst enrolled with a higher education institution for educational purposes;

“**Terms**” means the terms and conditions set out in this document; User means a person accessing our website for the purposes of making a Booking; and

“**Website**” means [www.cityroomrentals.co.uk](http://www.cityroomrentals.co.uk).

3.2 When we use the words “writing” or “written” in these Terms, this will include e-mail unless we say otherwise.

#### **4 Making a Booking with us**

4.1 We operate the Website for the purposes of permitting Users to make Bookings. We only offer rooms for Bookings listed by a Provider. Accordingly, we do not offer Rooms for Bookings on our own behalf.

4.2 We act as an agent of the Provider and accordingly we have no responsibility or liability for a Contract between you and the Provider.

4.3 Below, we set out how a legally binding contract between you and us is made:

4.3.1 You will enquire about the availability of a Room using the enquiry details stated within the Listing, such means to include email and website enquiries to [booking@cityroomrentals.co.uk](mailto:booking@cityroomrentals.co.uk) or telephone call to 0131 210 0050 (“**Enquiry**”). An Enquiry does not constitute a Booking. All Enquiries must include the details of the Room, the dates that wish to stay within the Room and your contact details including your name, telephone number and email address so that we may contact you;

4.3.2 We will respond to your Enquiry within 24 hours of the Enquiry being received with further details to enable you to submit a Booking Request. A Booking Request can be submitted via email to [booking@cityroomrentals.co.uk](mailto:booking@cityroomrentals.co.uk) or telephone call to 0131 2100050. When you submit a Booking Request with us, this is when you offer to buy the Services from us;

4.3.3 For Leisure Bookings your Booking Request is not accepted by us until our representative confirms this to you by emailing you to confirm this which will include our Deposit Invoice (“**Confirmation Email**”). At this point:

4.3.3.1 a Booking will have been made and a Contract will be in place between you and us; and

4.3.3.2 we will submit details of your Booking to the Provider and you agree that you will then take matters forward with the Provider on their terms and conditions for which we have no responsibility or liability. It is your sole responsibility to request copies of the Provider’s terms and conditions; and

4.3.3.3 if following a Booking you choose to enter into an agreement with a Provider on their terms and conditions it is at that time that a contract will be in place between you and the Provider.

4.3.4 For Student Bookings, by submitting a Booking Request you authorise us to pass your Booking Request to the Provider. This is a request by you only and it does not commit either us or the Provider to provide any accommodation or other services to you. You will then take matters forward with the Provider on their terms and conditions for which we have no responsibility or liability.

4.3.5 We may contact you to say that we do not accept your Booking Request. If we do this, we will try to tell you promptly why we do not accept your Booking Request. This is typically for the following reasons:

4.3.5.1 we cannot carry out the Services (this may be because, for example, we have a shortage of staff);

- 4.3.5.2 we cannot authorise your payment;
- 4.3.5.3 you are not allowed to buy the Services from us;
- 4.3.5.4 we are not allowed to sell the Services to you;
- 4.3.5.5 there has been a mistake on the pricing or description of the Listing.

## **5 Payment**

- 5.1 The total charges payable by you for a Leisure Booking will be set out in the Confirmation Email.
- 5.2 Payment for all Leisure Bookings shall be as follows:
  - 5.2.1 the Leisure Deposit shall be payable to us within 7 Business Days of the date of Deposit Invoice being issued to you; and
  - 5.2.2 the Leisure Balance shall be payable by you in accordance with the Provider's terms and conditions.
- 5.3 We accept online payment through Quickbooks or BACs, and we also accept credit card bookings via telephone.
- 5.4 All payments by credit card or debit card need to be authorised by the relevant card issuer.
- 5.5 If your payment is not received by us in accordance with the time period set out in this clause 6, we may also charge interest on any balance outstanding at the rate of 4 percentage points a year above The Royal Bank of Scotland plc's base rate.
- 5.6 The price of Leisure Bookings:
  - 5.6.1 is in pounds sterling (£)(GBP); and
  - 5.6.2 if applicable, includes VAT at the applicable rate.

## **6 Right to cancel this contract**

- 6.1 You have the right to cancel the Contract formed by these Terms within 14 days without giving any reason.
- 6.2 The cancellation period will expire after 14 days of the conclusion of the Contract.
- 6.3 To exercise the right to cancel, you must inform us of your decision to cancel the Contract by a clear statement (eg a letter sent by post, fax or email). You can use the model cancellation form set out in the box below, but it is not obligatory.

***Cancellation form***

To: Edinburgh Room Rentals Limited (TA City Room Rentals), 1 Inverleith Gardens, Edinburgh EH3 5PU and [bookings@cityroomrentals.co.uk](mailto:bookings@cityroomrentals.co.uk):

*I/We [\*] hereby give notice that I/We [\*] cancel my/our [\*] contract for the following Booking,*

*Property [\*];*

*Dates of Rental [\*];*

*Booking Reference [\*];*

*Ordered on [\*];*

*Name of consumer(s),*

*Address of consumer(s),*

*Signature of consumer(s) (only if this form is notified on paper),*

*Date*

*[\*] Delete as appropriate*

6.4 To meet the cancellation deadline, it is sufficient for you to send your communication concerning your exercise of the right to cancel before the cancellation period has expired.

6.5 We will wait until the 14-day cancellation period in this clause 7 is over before we start to carry out the Services, unless:

6.5.1 you want us to carry out the Services during the 14-day cancellation period (i.e. the dates of the Booking occur within the 14-day cancellation period) (your Booking Request will confirm this request);

6.5.2 we have agreed to do so (the Confirmation Email will confirm our agreement to your request),

in accordance with clause 7.5.1, if you request us to carry out the Services during the 14-day cancellation period then you will lose your statutory rights to cancel the agreement with us to provide the Services. In the event of Leisure Bookings cancelled in accordance with clause 7.5 the Leisure Deposit will be non refundable to you.

6.6 Notwithstanding your statutory rights to cancel, you retain contractual rights to cancel at any time from the date immediately following the 14-day cancellation period until the date eight weeks prior to the first date of your stay as stated in the Booking.

6.7 In the event that a Leisure Booking is cancelled outwith the 14-day cancellation period the Leisure Deposit will be NON refundable. The Leisure Balance and all other payments made directly by you to a Provider will be made in accordance with that Provider's terms and conditions. We will be under no obligation to make payment of any sums paid directly to the Provider by you and any refunds by the Provider to you will be governed by that Provider's terms and conditions.

6.8 All cancellations received within the 14-day cancellation period shall be entitled to a full refund of the Leisure Deposit and such refund will be made as follows:

6.8.1 without undue delay, and not later than 14 days after the days on which we are informed about your decision to cancel this contract; and

- 6.8.2 using the same means of payment as you used for the initial transaction, unless you have expressly agreed otherwise; in any event, you will not incur any fees as a result of the reimbursement.
- 6.9 We may have to cancel a Booking due to:
  - 6.9.1 an event outside of our control (see clause 12 in relation to events outside of our control);
  - 6.9.2 the unavailability of key personnel or key materials without which we cannot provide the Services; or
  - 6.9.3 the Provider notifies us that they cannot accept the Booking,we will promptly contact you if any of these events occur.
- 6.10 If we have to cancel an order under clause 7.9 and you have made any payment in advance for Services that have not been provided to you, we will refund these amounts to you.
- 6.11 We may cancel the Contract at any time with immediate effect by giving you written notice if:
  - 6.11.1 you do not pay us when you are supposed to as set out in clause 6.2.1. This does not affect our right to charge you interest under clause 6.5; or
  - 6.11.2 you break the contract in any other material way and you do not correct or fix the situation within seven (7) days of us asking you to in writing.

## **7 Listings**

- 7.1 Each Listing contains the following information:
  - 7.1.1 the location of the Property as shown on Google maps;
  - 7.1.2 a description of the Property and its geographical location;
  - 7.1.3 available accommodation within the Property;
  - 7.1.4 a price guide;
  - 7.1.5 a city guide relevant to the city in which the Property is located;
  - 7.1.6 features of the Property including but not limited to hospitality services, maintenance services, security, access information and technology information; and
  - 7.1.7 photographs of the Property and the Rooms.
- 7.2 We use all reasonable efforts to ensure that the information (including photography) provided to us by a Provider for the purposes of inclusion in a Listing is clear and accurate at all times but do not provide you with any guarantee of this.
- 7.3 You acknowledge and agree that we have no liability to you whatsoever in respect of any information contained within a Listing. It is your sole responsibility to ensure that you have fully read the Listing prior to making a Booking and we cannot accept any liability whatsoever for a Booking made in respect of a Listing which is not sufficient for your requirements.



7.4 We reserve our right to remove a Listing without notice to Users of the Website, for which we have either received a complaint or we have determined that the Listing is incorrect, inaccurate or breaches any applicable laws.

## **8 Bookings**

Once a Booking Request has been submitted to us and a Contract is formed between you and us in accordance with clause 5.3.3.1, you agree and confirm that you will not attempt to contract with the Provider directly for the purposes of booking accommodation within the Property which is the subject of the Booking.

## **9 Information we collect about you**

9.1 All information that you submit to us or that we collect about you for the purposes of a Booking will be subject to the terms of our Privacy and Cookie Policy, a copy of which can be found here <http://www.cityroomrentals.co.uk/pcp.pdf>. You are advised to read the terms of our Privacy and Cookie Policy prior to making a Booking.

## **10 Limit on our responsibility to you**

10.1 Except for any legal responsibility that we cannot exclude in law (such as for death or personal injury), we are not legally responsible for any:

10.1.1 losses that:

10.1.1.1 were not foreseeable to you and us when the Contract was formed;

10.1.1.2 that were not caused by any breach on our part;

10.1.2 business losses; or

10.1.3 losses to non-consumers.

## **11 Events Outside Our Control**

11.1 We will not be liable or responsible for any failure to perform, or delay in performance of, any of our obligations under these Terms that is caused by an event outside our control.

11.2 An **“event outside our control”** means any act or event beyond our reasonable control, including without limitation strikes, lock-outs or other industrial action by third parties, civil commotion, riot, invasion, terrorist attack or threat of terrorist attack, war (whether declared or not) or threat or preparation for war, fire, explosion, storm, flood, earthquake, subsidence, epidemic or other natural disaster, or failure of public or private telecommunications networks.

11.3 If an event outside our control takes place that affects the performance of our obligations under these Terms:

11.3.1 we will contact you as soon as reasonably possible to notify you; and

11.3.2 our obligations under these Terms will be suspended and the time for performance of our obligations will be extended for the duration of the event outside our control. Where the event outside our control affects our performance of Services to you, we will restart the Services as soon as reasonably possible after the event outside our control is over.

11.4 You may cancel the contract if an event outside our control takes place and you no longer wish us to provide the Services. Please see your cancellation rights under clause 7. We will

only cancel the contract if the event outside our control continues for longer than four (4) weeks in accordance with our cancellation rights in clause 7.9.1.

## **12 Disputes**

12.1 We will try to resolve any disputes with you quickly and efficiently.

12.2 If you are unhappy with:

12.2.1 the Services;

12.2.2 our service to you generally; or

12.2.3 any other matter,

please contact us as soon as possible.

12.3 If you and we cannot resolve a dispute using our internal complaint handling procedure, we will let you know that we cannot settle the dispute with you.

12.4 In the event that we cannot resolve a dispute using our internal complaint handling procedure, you may also use the online dispute resolution (ODR) platform to resolve the dispute with us. For more details, please visit the website on the 'Your Europe' portal: <https://webgate.ec.europa.eu/odr> .

12.5 If you want to take court proceedings, the courts of Scotland will have exclusive jurisdiction in relation to these Terms and the Contract.

12.6 These Terms and the Contract formed in accordance with these Terms and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the law of Scotland.

## **13 Other important terms**

13.1 We may transfer our rights and obligations under these Terms to another organisation, and we will always notify you in writing if this happens, but this will not affect your rights or our obligations under these Terms.

13.2 You may only transfer your rights or your obligations under these Terms to another person if we agree in writing.

13.3 These Terms are between you and us. No other person shall have any rights to enforce any of its terms.

13.4 Each of the paragraphs of these Terms operates separately. If any court or relevant authority decides that any of them are unlawful, the remaining paragraphs will remain in full force and effect.

13.5 If we fail to insist that you perform any of your obligations under these Terms, or if we do not enforce our rights against you, or if we delay in doing so, that will not mean that we have waived our rights against you and will not mean that you do not have to comply with those obligations. If we do waive a default by you, we will only do so in writing, and that will not mean that we will automatically waive any later default by you.