

**1. Check-in / Check-out**

- 1.1. Check in is from 3.00 pm on the day of arrival.
- 1.2. Check-out is by 10.00 am on the day of departure.
- 1.3. Please note, we do not offer early check ins or late check outs at our apartments. We can store luggage on request. Please note items left are at the owner’s risk and that there is no liability for loss and/or damage on the part of the University.

**2. Out of Hours Access**

- 2.1. Reception is open from 9am till 7pm daily at both our Bainfield & Orwell Terrace residences.
- 2.2. For arrivals out-with these hours, please follow the instructions on the signage at reception. You will need to call our Security Team 0131 455 6119 who will be expecting you and will give you access to your room. If members of your group have already arrived during reception open hours, they can also sign out your key in advance for you.

**3. Rooming Allocations & Occupancy**

- 3.1. Our apartments range in size from studios to 9 bedrooms. A lead booker name and contact number must be provided at the time of booking. This name must be provided to all occupants of the flat to quote on check in.
- 3.2. The names of each guest/s using each room must be provided to ENU prior to check in. Forms to fill in will be sent by email 4 weeks prior to arrival date and must be returned by 1 week prior to arrival. If a guests name is not on the bedding list provided, or the bedding list is not completed and returned prior to check in we cannot guarantee access to the accommodation.
- 3.3. Only the named guests for each room are permitted to stay in the room. No changeovers of guests are permitted mid-way through a stay as cleans and linen change schedules cannot be altered to accommodate multiple changeovers to individual rooms.

**4. Housekeeping**

- 4.1. Your flat will be cleaned and prepared ready for your arrival. All bed linen, duvets and pillows are provided, along with 1 bath towel and 1 hand towel.
- 4.2. For stays of 7 nights or longer, the communal kitchen and living areas will be cleaned and bins removed.
- 4.3. For stays of 14 nights or longer, linen will be changed on beds and fresh towels provided.
- 4.4. Please dispose of your rubbish regularly during your stay in the central refuse collection areas and leave the flats in a tidy condition as found.

**5. Flat Inclusions and Equipment:**

• Wi-Fi	• Microwave	• Iron & Ironing Board
• Toaster & Kettle	• Mop & Bucket	• Basin & Cloth
• Dustpan & Brush	• Kitchen Utensils	• Crockery & Cutlery
• Cleaning Supplies*	• Glassware	• Pots & Pans
• Tea Towels	• Toilet Roll – 2 per room**	• Soap
• Tea and Coffee	• Bath & Hand Towels	• Bed Linen

- 5.1. A limited number of hairdryers are available on request from reception.
- 5.2. \*A starter pack of cleaning supplies is provided in the kitchen areas. Any further required should be purchased by guests for continued use.
- 5.3. \*2 toilet rolls are provided per room. Any further required should be purchased by guests for use. There is a supermarket directly below the Bainfield flats and within a 5 minute walk of Orwell Terrace.

## **6. Deliveries & Packages**

- 6.1. Please note your flat street address and number for any deliveries. This varies from block to block at our residences.
- 6.2. You must be on site to receive your package as our reception cannot accept deliveries on your behalf.
- 6.3. There are amazon lockers on site at our Bainfield location which you can use for deliveries during your stay. Amazon lockers ensure the security and safety of your package and are recommended.
- 6.4. In special circumstances Reception through prior arrangement only may accept a package on your behalf. Sufficient notice must be provided prior to delivery. Please speak to Reception on arrival.

## **7. Payment Terms**

- 7.1. Bookings pay a non-refundable 20% deposit at the time of booking, with remaining balance due 4 weeks prior to arrival date.
- 7.2. All payments must be made and cleared by the date of check in or access may be denied. No payments can be taken at our on-site reception on arrival.
- 7.3. Online card payment link will be sent for all payments. Payments can be made by bank transfer if required, but this may be subject to a transaction charge.
- 7.4. No payment on account or by invoice.

## **8. Customer Cancellation Terms**

This clause does not apply to any cancellations due to government public health measures for Covid-19 or other Force Majeure Events, which is covered by clause 9 and 19 (Cancellations due to government public health measures for Covid-19 or other Force Majeure Events).

- 8.1. Cancellations must be notified in writing by email to [vacation.lets@napier.ac.uk](mailto:vacation.lets@napier.ac.uk).
- 8.2. No refunds for cancellations made within four weeks of arrival date unless applicable under section 9 below.
- 8.3. Cancellations made 4 weeks prior to arrival date will lose their 20% deposit.

## **9. Cancellations due to Government Public Health Measures for Covid-19 or Force Majeure Event**

- 9.1. If you have to cancel your booking because of; UK government public health measures imposed as a result of the Covid 19 pandemic mean it is unlawful to travel to or to make use of the accommodation you booked, or because of a Force Majeure Event, you may choose to :

- 9.1.1. Transfer your booking to a later date free of any administration charges, subject to availability - You will have to pay any difference in price if the cost of the new booking is higher or be reimbursed the difference if the cost of the new booking is lower;
  - 9.1.2. Request a voucher with a redemption value equal to the amount previously paid by you for the booking; or
  - 9.1.3. Obtain a refund of the amount already paid by you for the booking.
- 9.2. You will have to contact us in order to choose any of these options.

## 10. Minimum booking age

- 10.1. The minimum age for a guest checking in is 16, subject to possession of a valid payment method in their name (credit or debit card).
- 10.2. Children under the age of 16 can stay in a separate room from their parents if checked in via their parents.

## 11. Children

- 11.1. Infants under the age of 3 stay free if staying in the same room as one of their parents/caregivers. Please note, Edinburgh Napier cannot provide cots, rollaway beds or highchairs, and any items needed should be brought by guests.
- 11.2. Children under 16 are permitted to stay in their own room. Standard charges apply.

## 12. Pets

- 12.1. No pets are allowed in Edinburgh Napier University Accommodation (except guide dogs and hearing dogs).

## 13. Wi-Fi

- 13.1. Edinburgh Napier University Summer Accommodation offers complimentary Wi-Fi access for all guests.
- 13.2. Edinburgh Napier University endeavours to keep their Wi-Fi connection in working order at all times. In the event of maintenance issues or general issues with the Wi-Fi connection, Edinburgh Napier University will endeavour to notify the guest where possible, however no refunds or reductions of rate will be given to the guest as this is a complimentary service provided.

## 14. Non-Smoking Policy

- 14.1. Edinburgh Napier University has a strict non-smoking policy, including electronic or smokeless cigarettes. Please use the designated external smoking areas. A fine of £100 will be charged to guests smoking or vaping in their rooms or flat and management reserves the right to evict guests who have been found smoking or vaping in the property.

## 15. Relocation of Booking

- 15.1. Edinburgh Napier University reserves the right to relocate any booking. When a booking cannot be moved to an appropriate facility, the Client will receive written notification and a full refund will be given. Notwithstanding the terms of the above, in no circumstances shall Edinburgh Napier University be liable to the Client for any loss of business or income as resulting from the relocation or cancellation of an accommodation booking.

## 16. Building & Maintenance Works

16.1. From time to time, building works and its associated noise is unavoidable in the locale of the development. We do not control such work, and we do not always receive advance notice of when it will begin or detailed information as to the nature of the work to be undertaken at any specific time. Any disruption to your visit caused by this work may not form the basis for any claim for discount or compensation.

## 17. Damages

17.1. All damages to the apartment, facilities and items within apartments will be charged to the guest.

17.2. ENU cannot accept liability in respect of damage to or loss of guests' property brought to the premises or in respect of accidents sustained by persons using the accommodation specified. Guests are advised to check that their own insurance policies provide adequate cover.

## 18. Limitation of liability

18.1. **Scope of this clause.** References to liability in this clause 16 include every kind of liability arising under or in connection with this agreement including but not limited to liability in contract, delict (including negligence), misrepresentation, restitution, or otherwise.

18.2. **Liabilities which cannot legally be limited.** Nothing in this agreement limits any liability which cannot legally be limited, including but not limited to liability for:

18.2.1. Death or personal injury caused by negligence; and

18.2.2. Fraud or fraudulent misrepresentation.

18.3. **Cap on the ENU's liability.** Subject to clause 16.2 (liabilities which cannot legally be limited), Edinburgh Napier University's total liability to the Client under this agreement shall not exceed {£AMOUNT LINKED TO RELEVANT INSURANCE POLICY OR OTHER AMOUNT}.

## 19. Force Majeure

19.1. Except where otherwise expressly stated in these terms and conditions we will not be liable or pay you compensation, if our contractual obligations to you are affected by "**Force Majeure Event**". For the purposes of these terms and conditions, Force Majeure Event means any event beyond our control, the consequences of which could not have been avoided even if all reasonable measures had been taken. Examples include warfare and acts of terrorism (and threat thereof), civil strife, significant risks to human health such as the outbreak of serious disease at the travel destination (including epidemics and pandemics) or natural disasters such as floods, earthquakes or weather conditions which prevent you from travelling to the travel destination and/or make it impossible to travel safely to the travel destination or remain at the travel destination, the act of any government or other national or local authority including port or river authorities, industrial dispute, labour strikes, lock closure, natural or nuclear disaster, fire, chemical or biological disaster, unavoidable technical problems with transport and all similar events outside our control

## 20. General Booking Terms

20.1. Groups, families, and conference delegates occupying Edinburgh Napier University residential accommodation are liable jointly and severally to implement the conditions of the let.

20.2. The property is let to confer on the Client the right to occupy the property for a holiday. This let is a let to which the terms of paragraph 6 of Schedule 1 of the Private Housing (Tenancies) (Scotland) Act 2016 apply. This booking is for the named Client only and cannot be assigned or sub-let.