

Observatory House Rental Agreement

The Collective team are looking forward to hosting you at Observatory House. It's a special home and we hope you'll love it as much as we do. The following terms and conditions set out the details of the agreement between us (hosts) and you (our guests). If you have any questions about this agreement, please don't hesitate to contact us at bookings@observatory-house.art.

Booking Conditions

Please note that unless otherwise stated in the Observatory House description:

- Bed sheets, pillowcases, kitchen and bathroom towels are supplied.
- Observatory House has an eco-electric system for hot water and heating.
- Bedrooms have pillows and duvets.

Observatory House Apartment One kitchen includes a cooker, fridge, kettle, pots and pans, cutlery, crockery, iron and vacuum cleaner.

Observatory House Apartment Two kitchen includes a cooker, fridge, kettle, pots and pans, cutlery, crockery, iron and vacuum cleaner.

WiFi

Where available broadband/WiFi connections cannot be guaranteed at all times (subject to third party internet service providers) and are subject to a fair usage policy. For guidance, fair usage allows for internet browsing, social networking and emailing. Downloading of games and films or the watching of streamed TV such as BBC iPlayer may result in the fair usage allowance being exceeded.

Parking

Car access to the top of Calton Hill is available via Regents Road for guest drop-offs only. Please note there's no parking allocated upon the hill for Observatory House vehicles.

The nearest secure parking is available at Q-Park OMNI, Greenside Row, Edinburgh EH1 3AN. ([Edinburgh OMNI Parking](#) | [Edinburgh Car Parks](#) | [Q-Park](#)) Observatory House guests receive a 50% discount on daily parking (£12 per day including discount).

VAT

VAT is included in all rents where applicable.

Terms and Conditions of let

This Rental Agreement (the Agreement) is made by and between Artist Collective Gallery Trading Ltd (Owner) and (Client). For good and valuable consideration, the sufficiency of which is acknowledged, the parties hereby agree as follows:

Maximum Occupancy:

The maximum number of guests is limited to 10 persons (including children).

Check In:

4pm onwards on the day of arrival.

Check Out:

By 10am on the day of departure.

Failure to adhere to the check-out time may result in an additional late fee set at £300 unless discussed in advance of the stay.

Minimum Stay:

This property requires a 3-night minimum stay. Longer minimum stays may be required during holiday periods.

Maximum Stay:

This property has 60-night maximum stay unless prearranged with the Owner.

House Rules:

Client agrees to abide by the House Rules (set within this agreement) at all times while at the property, and shall cause all members of the rental party and anyone else Client permits on the property to abide by the following rules at all times while residing at the property.

Terms and Conditions of Let

Please remember a reservation is a legal contract and properties should only be used for holiday purposes unless otherwise agreed in writing.

They should not be used for stag parties, hen parties, weddings or any special event without prior discussion and written agreement.

1. Definition of Terms

Observatory House/ Collective Matter is a trading name of Artist Collective Gallery Trading Ltd. The company is registered in Scotland, no. SC592998. The registered address is Collective, City Observatory, 38 Calton Hill, Edinburgh, EH7 5AA. Parties applying to rent properties and the commencement of their let are referred to as 'the Client'. Artist Collective Gallery Trading Ltd, referred to as 'the Owner'. Contracts to let the property are therefore between the Owner of the property and the Client. These terms set out the terms of the contract between the Client and the Owner.

2. Deposits

Reservations are for stay of 3 nights or more and must be secured by a deposit of 20% of the holiday cost with the balance being received no later than 14 days prior to arrival.

3. Balance of Rental

Once a booking has been accepted by the Owner, the Client must pay the balance of rental, together with any additional charges, 14 days before the tenancy commences. If the balance has not been paid by this time the Owner reserves the right to cancel the booking, in which case a cancellation charge will apply. The Owner is not obliged to send reminders - the date on which the balance is due is clearly indicated on the Booking Confirmation.

Where VAT is payable this is included in the rental fee. The Owner reserves the right to amend prices quoted on the websites or in their brochure due to any errors, omissions or changes in the rate of VAT.

4. UK Bookings

Payments will be accepted by credit card or debit card.

5. Overseas Bookings

Overseas Clients may pay by Mastercard, Amex or Visa. Any charges for overseas payments will be passed on to the Client.

6. Authority to Sign

The person completing the booking certifies that:

- a. They are authorised to agree the booking conditions on behalf of all persons included on the booking form, including those who may be added/substituted at a later date.
- b. They are over 18 years of age and is a member of the party intending to occupy the property.
- c. They agree to take responsibility for the party occupying the property.

7. Eligibility

Bookings will not be accepted without prior consent from the Owner from:

- a. Groups of single persons under the age of 21.
- b. All male or all female parties comprising more than 6 people.

8. The Tenancy Agreement and Covid-19

The tenancy gives the Client the right to occupy the property for a holiday within the meaning of schedule 1, clause 6 of the Private Housing (Tenancies) (Scotland) Act 2016.

Properties are let for a maximum of 60 days. Lettings commence at 4pm (unless otherwise stated) on the first day of the tenancy and end at 10am on the departure date unless otherwise agreed. The tenancy period cannot be extended without the Owners permission.

Covid-19

If the Client or any member of their party suspects, they have contracted Covid 19 while on holiday then they must inform the Owner immediately and adhere to the current Government guidance regarding what actions to take if you display symptoms of Covid-19.

Overstaying

If the Client overstays for any reason and does not vacate by 10am on the departure date then the Owner may charge the Client a minimum charge of £300 together with any ongoing costs, losses or expenses arising directly or indirectly as the case may be from the failure to vacate including without limitation the loss of any booking of the property due to commence at the end of the Client letting of the property.

9. Linen

Provided at no additional charge.

10. Extras at Observatory House

Unless otherwise stated in the description electricity, gas and other fuels are included in the booking fee.

11. Pets

Pets are not accepted at Observatory House.

12. 'The Client' Obligations/ House Rules

- a. To report to and pay the Owners for any losses or damage to the property and contents caused by the Client or a member of their party (reasonable wear and tear excluded).
- b. To take good care of the property and leave it in a clean and tidy condition at the end of the tenancy. No cleaning service is provided during the tenancy unless specifically stated but this can sometimes be arranged.
- c. To allow the Owners reasonable access to the property.

- d. To not exceed the total number of people as stipulated in the description of the property, and not to transfer possession of the property or share it except with members of the party stated in the booking.
 - e. To notify the Owner prior to the commencement of the tenancy of any changes to party numbers.
 - f. To not undertake any illegal activities, cause undue noise or disruption or become a nuisance to occupants of any adjoining premises - no loud music and strictly no bonfires, fireworks or Chinese lanterns.
 - g. Not to smoke/ vape in the property and only use designated outdoor area.
- The Owners reserve the right to charge Client for additional cleaning that may be required if any of the above Obligations are breached.

13. Alteration of a Booking

When the Owner has accepted a booking, the booking can only be changed for another by treating the original booking as a cancellation (see following paragraph 14). The dates of the holiday may be changed providing the same apartment is available for the new dates and the Owners are agreeable to the change. In either case a re-booking fee of £40 is payable. A cancellation charge for the original booking will still be due in terms of paragraph 14 but will only be demanded if, in turn, the booking for the new date is also cancelled in which case such cancellation charge will thereupon become payable. Provided that if the timing of the cancellation of the booking for the new date would give rise to a larger cancellation charge then that larger charge shall instead be applied.

14. Cancellations

All cancellations must be confirmed in writing. Should you need to cancel for any reason you will forfeit a portion of your payment as follows. The No. of days before your booking start date (as percentage of the rental cost of the holiday):

- 0 to 7 days = 100%
- 7 to 14 days = 50%
- 14 days or more = Deposit.

15. Complaints

All complaints must first be referred to the Owners during the tenancy to allow remedial action to be taken. An on-the-spot investigation will be made if necessary and remedial action taken if required. In no circumstances can compensation be made for complaints raised only after the tenancy has ended when the Client have denied the Owners the opportunity of investigating the complaint and endeavoring to put matters right during the tenancy.

16. Non-availability of Property

If for any reason beyond the Owner's control the property is unavailable on the day when the tenancy is due to begin (e.g. due to flooding, fire damage etc.) or the property becomes unsuitable for letting, the client will receive a full refund of all rents and charges already paid. The Owner will make every effort to find a suitable alternative property but the Client shall have no further claim against the Owners.

Please also refer to section 20.

17. Liability

The Owners accept no liability for loss or damage to the Clients' possessions on the Owners' land or property. Please also refer to section 20.

18. Breach of Contract

If the Client breaches any of the above terms and conditions the Owners reserve the right to re-enter the property and terminate the tenancy, without prejudice to the other rights and remedies of the owners.

19. Validity Clause

If any term or provision in these Booking Conditions shall in whole or in part be held to any extent to be illegal or unenforceable under any enactment or rule of law, that term or provisions or part shall, to that extent, be deemed not to form part of this agreement and the enforceability of the remainder of this agreement shall not be affected.

20. Force Majeure

The Owners do not accept liability or pay compensation for any loss, damage or expense where our obligations are prevented or affected by reason of force majeure.

Force Majeure means any event which we or the owner providing the service could not, even with all due care, foresee or avoid such as war or threat of war, riots, civil strife, terrorist activity, epidemic, pandemic, industrial action, natural or nuclear disaster, fire, adverse weather conditions, closure of airports or ports, technical problems with transport, governmental action and all other similar events.

21. Brochure/ Web Descriptions

While every effort is made to make brochure and website descriptions as accurate as possible, some of the local information contained relates to factors which are beyond the control of the Owners, such as shops, places of interest etc. Details of such establishments may change without the Owners knowledge and cannot be absolutely relied upon.

22. Price Change

The Owner reserves the right to amend prices quoted on the website due to errors or omissions but such changes shall be notified to the Client as soon as possible and the Client shall be able to cancel the booking if the amended price is significantly higher than the original price quoted.

23. Refundable Householder Deposits/ Damage Deposits

The Owner will collect refundable household deposit of £500 and then, providing there's no breach of house rules, no damage or letting conditions is reported, will refund these 5 days after the end of your stay (should be in your account within 7 days).

25. Governing Law and Jurisdiction

The validity, construction and performance of this Agreement shall be governed by Scots' Law. The Clients submit to the exclusive jurisdiction of the Scottish courts.

26. Insurance

We strongly recommend you ensure you are adequately covered by Insurance for your rental.

27. Agreement

A deposit payment will be your agreement to the booking terms and conditions stated within this policy.