



Booking Conditions

JULY 2022 v1

The Contract:

The contract for a short-term holiday rental is between the Owners of The Pod Over By (referred to as 'us' or 'we') and the person making the booking and all members of the party (referred to as 'you', 'your' 'guests') under the following booking conditions. Scottish law applies.

The Contract will be subject to the following booking conditions and must be complied with. The person named on the booking form is the "Responsible Person" and agrees to take full responsibility for ensuring the terms and conditions of the booking are adhered to by all the guests in the party.

The Responsible Person must personally stay in the accommodation throughout the duration of the booking, and must be at least 21 years of age at the time of booking. Names, addresses and ages of all members of the party must be shared with the Owners on request. We reserve the right to refuse a booking should you appear unsuitable for the Premises and may refuse admission on arrival if any aspect of the booking is misrepresented.

Booking:

When you make a booking using our online booking system you will receive an automated booking summary by email. This confirms the beginning of a contract between us.

Payments:

The full balance of your booking is due 7 days prior to arrival via bank transfer. Details are provided by email.

Bookings are non-transferable. If you are not able to take the booking yourself, this will be interpreted as a cancellation. You cannot transfer your booking on to another party.

Updating the booking conditions:

From time to time we may need to update the Terms and Conditions. We reserve the right to update and modify them at any time.

Should you decide not to accept the amended Terms and Conditions please let us know and we can cancel your booking and refund you in full.

Cancellation by you:

Cancellations must be immediately notified to us and confirmed in writing. The sooner you can inform us the better.

- Full refund will be given for cancellations up to 7 days before check-in. In the event of late cancellations or no-shows, we do not offer any (either full or partial) refund.



Cancellation by us:

In the unlikely event of cancellation of your booking by us you are entitled to a full refund of the money you have paid. You may also choose alternative dates.

On Arrival

We endeavour to be onsite to welcome you to the pod however this may not always be possible. We will let you know if we will not be available on your arrival and we will communicate effectively. Please access the pod via the key lockbox situated at the door of the pod. We will provide you with the code nearer time of your arrival.

On Departure

- Please put all used bed linen/towels in the black bin bag provided.
- Please leave the pod as tidy as you find it, as per booking conditions.
- Please ensure all lights, panel heater and underfloor heating switched off.
- Please leave any general waste in the bin provided outside and leave any used bottles on the decking and we will collect.
- Please lock the pod and leave key in the lockbox.

Bookings placed from June 2022 onwards these Terms and Conditions apply:

- If your booking has to be cancelled because The Pod Over By is put under Scottish Government Restrictions and has to close and the period of closure covers your booking **you will be refunded in full.**
- In the event that your given address is put into Local/Regional Lockdown, rendering you unable to travel, and the period of restriction covers your booking **you will be refunded in full.**
- If your booking has to be cancelled because The Pod Over By has to close through Force Majeure, meaning any of the following circumstances which may hinder or prevent the performance by us of the Contract, including but not limited to: (a) acts of God, flood, drought, earthquake or other natural disaster; (b) epidemic or pandemic; (c) terrorist attack, civil war, civil commotion or riots, war, threat of or preparation for war, armed conflict, imposition of sanctions, embargo, or breaking off of diplomatic relations; (d) nuclear, chemical or biological contamination or sonic boom; (e) any law or any action taken by a government or public authority, including without limitation imposing a restriction, prohibition, or failing to grant a necessary licence or consent; (f) collapse of buildings, fire, explosion or accident; (g) non-performance by our suppliers or contractors; and (i) failure of utility service, and the period of closure covers your booking **you will be refunded in full.** We would do everything we could to help you find alternative accommodation, but the value of your holiday is limited to the cost of the rental of The Pod Over By from us, and you shall have no further claim against us.



- **Guests' inability (or the inability of any, some or all guests) or disinclination to travel to and stay at The Pod Over By for any reason.**

This includes – but is not limited to – illness (including Covid), a requirement or recommendation to self-isolate or quarantine, shielding, a call to jury duty, military service, incarceration, change in personal or work circumstances, family emergencies, travel delays, vehicle breakdown, and delays with public transport. These remain at **your risk** and do not give rise to a right to cancel or to receive a refund.

COVID ADVICE AND INFORMATION ABOUT YOUR STAY IN 2022

Please cancel your stay if you or any of your party are unwell and have possible symptoms of Covid-19, including raised temperature, dry irritable cough, loss of sense of taste or smell. Please cancel your stay if you or any of your party have been in contact with anyone who has shown symptoms of Covid-19 within the last 14 days, before your arrival here.

Travel Insurance

It is the responsibility of the Guest to acquire suitable travel insurance to cover their holiday, including Cancellation and Curtailment Protection Insurance.

We strongly recommend that you take out suitable insurance which will cover circumstances beyond the Guest's control such as, but not limited to, jury duty, incarceration, change in personal or work circumstances, military service, illness – including Covid and shielding, family emergencies and travel delays.

Covid is now a known risk and therefore it is possible for you to insure your holiday against it.

Insurance companies are now offering options which include cover for COVID-related cancellation, but we cannot advise you on this. We are not able to recommend any particular insurance policy.

If you choose not to take out UK travel insurance you accept responsibility for any loss that you may incur due to your cancellation.