

Mint Apartments Terms and Conditions

1. Applicable Regulations

This agreement (terms and conditions) is governed by the law of Scotland. Each party irrevocably and unconditionally submits to the non-exclusive jurisdiction of the courts of Scotland.

Each apartment shall not be used for the purposes other than those of a private dwelling house.

If a resident makes a reservation for an extended period or intends to occupy the apartment as his or her principal residence, the hiring will (if Mint Apartments requires) be subject to the resident signing an assured short hold tenancy agreement in such form as Mint Apartments shall require.

2. Completion of an Agreement (the Contract)

A booking shall only be confirmed following acceptance by Mint Apartments of a resident's reservation and receipt of the resident's deposit, if requested by Mint Apartments, in accordance with clause 3. Mint Apartments may elect at its own discretion to confirm reservations in writing.

3. Confirmation of Reservation

Reservations shall be binding only if guaranteed in full by credit card or where credit arrangements have been agreed with Mint Apartments or where a deposit has been received for such reservation. Reservations accepted by Mint Apartments, subject to a deposit, will be held until fourteen days before the scheduled arrival date. If the required deposit has not been received at least fourteen days prior to the scheduled arrival date, the reservation will automatically be cancelled. For bookings with a lead-time of less than fourteen days, payment of the deposit guaranteed by credit card will be required.

4. Apartment Unavailability

Should your booked apartment be unavailable for whatever reason, Mint Apartments reserve the right to relocate your booking to another provider within Aberdeen. Should this not be possible Mint Apartments will offer you a full refund. Under such circumstances Mint Apartments liability is limited to the payment received for the accommodation booked with Mint Apartments and now being cancelled. This liability does not extend to travel commitments or other costs. In such an event we would naturally do all we can to offer alternative but equivalent accommodation. Please also refer to Force Majeure.

5. Settlement of Invoices

Invoices are to be settled upon presentation without delay. Unless agreed otherwise in advance, Mint Apartments will invoice for the entire duration of the stay either on the evening before or on the day of departure, except for stays beyond 7 days duration, in which event invoices will be presented in 7 day increments, unless agreed in writing otherwise.

In cases where payment has been arranged to be settled by someone other than the resident (the “Booker”), the resident will be required to provide a guarantee by credit card and the resident will be responsible personally for payment if the Booker does not pay.

Quoted rates are inclusive of VAT which when charged will be at the appropriate current government rates.

Mint Apartments reserves the right to charge a 5% service charge on all payments made by American Express.

6. Accommodation and Occupancy

The price for hiring an apartment depends upon the duration of the stay. Our current prices (which Mint Apartments is able to adjust at its sole discretion) are available on application to the company and on our website. The price of rental includes the cost of water, electricity, gas, council tax, housemaid service and linen/towel services.

Mint Apartment reserves the right to review agreed rates every six months, once a guest is in residence and if necessary increase the rate taking into account any increased Market and/or utility costs.

The price of the rental does not include the costs of any additional services requested and does not include any personal insurance cover. Mint Apartments recommends that the resident should take out all relevant insurance cover.

An inventory of equipment and utensils is placed in each apartment, and it is the obligation of the resident to verify the completeness of the inventory and the state of repair and condition of all equipment and utensils upon arrival at the apartment. In the event of discrepancies, the resident shall report such discrepancies within four hours of arrival to the duty manager. If no discrepancy is reported, the resident is deemed to have accepted the inventory.

Only persons notified at time of booking may occupy the apartment. The number of persons permitted to occupy the apartment is limited to the number of beds and this limit may not be exceeded.

7. Modification to a reservation / to the duration of stay

Subject to availability and at the discretion of the management, the length of stay can be extended, although there will be no obligation to allocate the same apartment or to apply the same rate. If the duration of the reserved stay is to be shortened, and the resident needs to check-out prior to the agreed departure date, Mint Apartments will use its best endeavours to re-let the apartment and the resident will be offered a refund which may be subject to a cancellation charge.

A minimum of 48 hours notice of the intention to shorten any stay once in residence is required to avoid any cancellation charge. If Mint Apartments are unable to re-let the apartment no refund will be available to the resident and a cancellation charge equivalent to 1 nights stay at the published rack rate will be added to the bill. If the duration of the reserved stay is to be shortened then the applicable tariff for the shorter duration shall come into force and be applied retrospectively, effective from the original date of arrival.

8. Arrivals / Departures

Apartments are available for occupation from 14:00 hours on the day of arrival to 11:00 hours on the day of departure. All additional hours will be charged as one day unless otherwise agreed. Key collection details will be provided prior to check-in date.

Residents have the choice at check-in for a meet & greet welcome or to use our simple self-check-in system. We shall contact you prior to arrival by email, phone or text to confirm your requirements. We may at our discretion, due to operational reasons, insist that the customer utilizes either one of these systems.

If a resident chooses to utilize the meet & greet welcome and does not appear at the apartments within 15mins of the agreed time, we reserve the right to leave the premises, but will always be available on +44 (0)1224 595258. We may then insist that the simple self-check-in system is utilized.

9. Cancellation / No show policy

For stays of 3 nights or less, notification of cancellation is required at least **48 hours** in advance of the 2pm check in time of your arrival date to avoid a cancellation charge equal to 50% of the total cost of the stay.

For bookings of between 4 and 14 nights, notification of cancellation is required at least **48 hours** in advance of the 2pm check in time of your arrival to avoid a cancellation charge equivalent to 50% of the total stay.

For bookings of 15 nights or more, or bookings of continuous weekly recurring stays of less than 7 nights over a period greater than 15 days, notification of cancellation is required at least **7 days** prior to arrival to avoid a cancellation charge equivalent to 50% of the total stay, up to a maximum of seven days stay.

A 'no-show' on the scheduled arrival date will also incur the same charges as detailed for cancellations within 24 hours.

10. Obligations of the Resident

Mint Apartments reserves the right to demand a security deposit on arrival in respect of any additional charges that may be levied. If a security deposit is not charged, valid credit card details to cover any additional charges during your stay must be supplied at the time of booking and Mint Apartments reserves the right to deduct from that card, without further notice, all amounts chargeable under this section. Additional charges include the following: -

Cleaning:

The apartment will be made available to the resident in good order and Mint Apartments expects the apartments to be left in the same good order on departure. If, at Mint Apartments discretion, additional cleaning other than that of normal housekeeping duties is required on departure, the cost of this cleaning will be charged as an additional charge.

Smoking:

Refer to clause 12. Mint Apartments will charge a resident smoking on the premises £500 for any deep cleaning necessary.

Pets:

Refer to clause 12. Mint Apartments will charge any resident £500 for any deep cleaning necessary.

Damages:

The resident is responsible for taking all reasonable care of the apartment and its contents. Except in the case of normal wear and tear, the resident will be responsible for making good any damage to the apartment or its contents which has occurred due to the negligence, wilful damage or irresponsible behaviour on the part of those occupying the apartment or their guests. The cost of the repair or replacement must be agreed and paid to Mint Apartments. Where appropriate, this liability will include an out of service charge for the apartment at the published rate for the duration that the apartment is out of service. A final inventory and check of the apartment will be conducted on, before, or in the case of self-check out, immediately after the resident's departure. Mint Apartments will charge a resident for any item of equipment or utensils missing from the inventory and/or for any damage caused to the apartment, equipment or utensils.

Keys:

Mint Apartments will issue the resident with a set of keys and extra keys are available on request, however, if the issued keys are not returned on departure a charge of £100 plus VAT per set of keys will be made to the resident. If between the hours of 9pm and 8am a resident locks themselves out of the property and requires assistance to re-enter the property, Mint Apartments reserves the right to charge £75 plus VAT call out charge in addition to any charge for lost keys.

Call Outs:

If the emergency call out number is used to call out assistance between the hours of 9pm and 7am for any purpose other than an emergency, Mint Apartments reserve the right to charge the resident a call out fee of £75 plus VAT.

Telephone Calls:

Mint Apartments do not provide landline telephones in apartments. All residents require to utilize their own mobile telephones, at their own cost. UK pay-as-you-go Mobile Phones can be provided by Mint Apartments by separate negotiation.

Internet:

Guests using internet access do so within the bounds of UK law and a reasonable use policy is in force. The broadband system is security monitored by British Telecom/Clearpath whom may block certain internet sites being accessed. Mint Apartments do not guarantee the operation of the internet system, nor do they provide support for access to the wireless internet system other than the appropriate access passwords. We will however provide a best endeavors support to obtain access to the wireless broadband system where required, but this is not guaranteed nor an obligation of Mint Apartments to provide.

Due to the inherent risks in using the internet, we cannot be liable for any damage to, or viruses that may infect, your computer equipment or other property when using or browsing using the equipment supplied or our website or when downloading any data, text, images, video or audio from the internet or our website We shall not be liable for any loss, claim, damage, or any punitive, indirect, incidental or consequential

damages of any kind (including but not limited to lost profits or lost savings or loss or corruption of data) whether based in contract, tort, strict liability, or otherwise, which arises out of or is in any way connected with (i) any use of our equipment, website or its contents, (ii) any failure or delay in the use of or inability to use our equipment or any component of our site or any other site and (iii) any information, software, products, services and related graphics obtained through our website or equipment in all cases even if we have been forewarned of such loss or damage.

11. Liability

Neither Mint Apartments nor its representatives:

- take any liability for theft or damage to personal belongings in the apartment, room safe where provided, any car parking areas, storage facilities, common areas or any other way during the period of the booking;
- shall be liable to the resident for any special, consequential or incidental damages howsoever arising during the period of the booking; or
- Shall have any liability for any complaint submitted after the resident has left the apartment.

Subject to this agreement the resident (and/or the booker) indemnifies and holds harmless Mint Apartments and its affiliates, subsidiaries, officers, employees and agents from and against any loss (including legal costs and expenses) or liability incurred at law, in equity or otherwise by any of those indemnified arising from any personal injury or death caused by any negligent act or omission by the resident.

All information supplied by Mint Apartments and/or its representatives 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, but neither Mint Apartments nor our representatives shall be liable for any variation howsoever caused.

12. Restrictions

Pets:

Mint Apartments regrets that pets are not allowed in the apartments.

Smoking:

Smoking is forbidden in the apartment and all internal/external communal areas unless designated specifically as a smoking area.

13. Termination

The agreement will be terminated immediately and without notice in the event of the resident's non-performance of his/her obligations, or unsuitable conduct causing disturbance to other residents in the apartment residence or neighbouring buildings/apartments. The resident shall leave immediately on request.

14. Force Majeure

The owner and the agent 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 agent 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.

15. General

The resident acknowledges and consents to Mint Apartments selling and/or transferring data and information passed in the execution of this agreement and related transactions.

It is the intention of the parties that no term of this agreement may be enforced by any person who is not a party to this agreement (“Third Party”) notwithstanding that any such term may purport to confer or may be construed as conferring, any benefit on such Third Party and irrespective of whether such Third Party is identified in this agreement. The Contracts (Rights of Third Parties) Act 1999 shall not apply to any provisions of this agreement.

Mint Apartments reserves the right to enter (either ourselves or through sub-contractors) the rented apartment at any time (with due regard to the convenience to the resident) for inspections, maintenance, cleaning and security purposes and to ensure due performance of this agreement by the resident.

Any lost property will be held for 14 days and if it is not claimed it will be donated to a local charity.

We reserve the right to vary terms at all times. Acceptance of accommodation signifies acceptance of these terms and conditions.