



# ENDRICK ESCAPE

Luxury Glamping

## **Terms & Conditions**

We thank you for booking with Endrick Escape Luxury Glamping.

Please take the time to read through:

Our 'Holiday Letting Agreement'; and  
Our 'Important Information about your stay' section.

We hope you enjoy your stay.

## **HOLIDAY LETTING AGREEMENT**

“Premises”: On Pod at Endrick Escape Luxury Glamping, Drumtian Rd G63 0NP  
Glasgow

“Us/ We/ Our”: Endrick Escape Ltd a company incorporated in Scotland having  
company number SC703137

“You/ Your”: the individual named on the booking confirmation, together with any other  
individuals staying with him/ her at the Premises

“Letting Period”: the period of let stated on the booking confirmation

This Holiday Letting Agreement forms part of a legally binding contract between Us and You. This Agreement supersedes and operates to the exclusion of any other agreement that may exist between Us and You. By reading and accepting these terms, You will be held to be bound by them.

## **1. Letting Agreement**

1.1. We agree, in consideration of the Letting Fee, to rent You the Premises for the duration of the Letting Period.

1.2. The Letting Fee includes Your accommodation for the number of nights stated on Your booking confirmation. It includes our welcome basket, bedding, towels, heating, electricity and VAT at the prevailing rate. If the rate of VAT changes between the date of your Booking Confirmation and the date of your stay we will adjust the VAT you pay.

## **2. Payment**

2.1. You agree that You will pay the Letting Fee) as specified on Your booking confirmation.

2.2. You agree to pay the full Letting Fee at the time of booking.

2.3. We accept payment by credit or debit card. There is no charge for debit card payments.

2.4. All payments will be processed using Stripe. You should also familiarize yourself with their Terms and Conditions.

2.5. We take deposit of £100 as a breakage charge, which will be refunded on your account automatically within 7 days, if everything looks the way it looked before

## **3. Cancellation Policy**

3.1. If You wish to cancel Your booking, You agree to notify us of this in writing at the earliest available opportunity.

3.2. You acknowledge that if You cancel Your booking, the following charges will apply:

3.3 On our 40% off bookings redeemed with the gift voucher no cancellations (refunds) will be allowed. We are happy to change the date to another suitable date of your choosing, subject to availability.

Notice of cancellation	
More than 5 days notice	Your payment of the Letting Fee will be refunded
Less than 5 days notice (including failure to check in and early departures)	Your Letting Fee will not be refunded

#### **4. Arrival/ Departure**

4.1. Check-in time: 1600 hrs on the day of arrival. Please do not arrive before this. If You fail to do so, We reserve the right to charge You as a consequence of this.

4.2. Check-out time: 1100 hrs on day of departure

4.3. You agree to leave the Premises by 11am at the end of the Letting Period. If You fail to do so, We reserve the right to charge You as a consequence of this.

4.4. You agree to leave the Premises at the end of the Letting Period in a clean and tidy condition of which we shall be the sole judge. We reserve the right to deduct any additional cleaning charges as may be required.

4.5. You undertake not to remove any bed linen, towels, bath robes or any other property at the end of Your stay. We reserve the right to charge You separately in respect of any removed items.

4.6 We will charge the card in which the original booking was made automatically after your stay if any damage or loss has occurred to us. You agree that You authorise us to

charge your card with the amount detailed in our correspondence to You after your stay for any damage or loss to us or for early check in or late check out. Card details are encrypted on our payment system so we are able to charge the card in any event of damage or loss to us.

## **5. Use of the Premises**

5.1. You agree that You will use the Premises for recreational, non commercial as a private holiday residence (as defined by paragraph 8 of Schedule 4 to the Housing (Scotland) Act 1998) and for no other purpose whatsoever. Subletting is strictly prohibited. Your stay at the Premises must not exceed 21 days and you must leave 7 nights from departure before returning.

5.2. You acknowledge that the total number of guests must not exceed two persons. Additional overnight guests will not be tolerated, and We reserve the right to ask You to leave the Premises immediately and charge You an additional fee if You are found to be in breach of this policy.

5.3. Bookings are only accepted from guests aged 18 or above. You acknowledge that we operate a strict prohibition on stag/ hen parties, and all similar parties. We reserve the right to ask You to leave the Premises immediately and charge You an additional fee if You are found to be in breach of this policy. 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.

5.4. You agree that you will not use the Premises for cooking, lighting of fires, barbecuing or the construction of fire pits.

5.5. You agree not to litter on the Premises.

5.6. We reserve the right to ask any guest or visitor to leave who's conduct is believed to be detrimental to the Premises or disruptive to other guests and staff and no refund will be due.

5.7. We reserve the right to enter the Premises at any time for the purpose of inspection or to carry out necessary repairs or maintenance, but will try to do so at times which are convenient to you.

## **6. Your obligations**

### 6.1. You shall be expressly obliged:

To keep the Premises clean;

To take reasonable care of the furniture, plenishings, blinds and heritable fittings and furnishings;

Not to mark walls, doors and fittings of the Premises;

Not to alter, decorate or paint any part of the subjects;

To ensure that all locks to doors and windows of the Premises are locked up and the burglar alarm set (where applicable) whenever the Premises are unoccupied for any reason;

To leave the Premises at the end of the Letting Period in a clean and tidy condition.

Extra caution must be taken when walking on decking when wet. Extra care needs to be taken around the grounds surrounding the Premises. We are not liable for injuries caused to You or Your property caused by your negligence.

## **7. Damage, Loss and Breakage**

7.1. You agree to notify us of any damage, loss or breakages immediately.

7.2. We reserve the right to charge you separately for the cost of any damage, loss or breakage. If, as a result of the damage, loss or breakage, We are unable to re-let the Premises, We reserve the right to charge You for any consequential losses incurred.

7.3. We will notify You in writing if any damage, loss or breakage is discovered at the end of the Letting Period.

7.4 We will charge the card in which the original booking was made automatically after your stay if any damage or loss has occurred to us. You agree that You authorize us to charge your card with the amount detailed in our correspondence to You after your stay for any damage or loss to us. Card details are encrypted on our payment system so we are able to charge the card in any event of damage or loss to us.

## **8. Inventory and Appliances**

- 8.1. You agree to check the Inventory of Contents (included Pod Content Book). You agree to notify us of any irregularities immediately.
- 8.2. You agree to notify us immediately of any problems with any appliances. You agree that You will not attempt to repair any broken appliance, and will notify us of any problems immediately.
- 8.3. You agree to use only genuine CE marked plugs and accessories in the pods.
- 8.4. You acknowledge that We will not take any responsibility for any damage to individuals, property or appliances caused as a consequence of a fault with Your own equipment, plugs, chargers or accessories.
- 8.5 You agree that if you sign into any apps or accounts on the smart TV inside the Premises (such as Netflix or Iplayer ), that you will sign out before you leave, otherwise guests arriving after you may be able to use your account. If you do not sign out, we cannot take any responsibility for difficulties caused by this error.

## **9. Noise**

You undertake not to disturb the neighbours in the peaceful enjoyment of their properties by the creation of noise or otherwise. You acknowledge that the slamming of gates or doors, playing of music outdoors and shouting are not permitted as such actions constitute a disturbance for these purposes. We reserve the right to ask You to leave the Premises immediately and charge You an additional fee if You are found to be in breach of this policy.

You acknowledge that audible noise shall not be permitted after 11pm. We reserve the right to ask You to leave the Premises immediately and charge You an additional fee if You are found to be in breach of this policy.

## **10. Smoking**

You acknowledge that we operate a strict prohibition on non smoking inside and outside the Premises. If you breach this policy, We reserve the right to ask you to leave the Premises immediately and charge You an additional cleaning fee. If, as a result of a

breach of this policy, We are unable to re-let the Premises, We reserve the right to charge You additional sums. We will notify You of our decision to do so in writing if We become aware of a breach of this policy after the end of the Letting Period. You acknowledge that We take no responsibility for any fires, damage, injury or death resulting from any smoking or vaping on the Premises.

We will charge the card in which the original booking was made automatically after your stay if there has been a breach of the smoking policy. You agree that You authorise us to charge your card with the amount detailed in our correspondence to You after your stay if there has been a breach of the smoking policy. Card details are encrypted on our payment system so we are able to charge the card in any event of a breach of the smoking policy.

### **11. Pets**

You undertake not to bring any pets with You onto the Premises.

You acknowledge that We do not accommodate pets. If You breach this policy, We reserve the right to ask You to leave the Premises immediately and charge You an additional cleaning fee.

### **12. Declarations**

This Agreement is made on the basis that the Premises are to be occupied by You for a Holiday, as defined by paragraph 8 of Schedule 4 to the Housing (Scotland) Act 1998. You hereby acknowledge that this Agreement is not a short assured tenancy, secured tenancy or any other tenancy agreement.

### **13. Data**

We only use your personal information in accordance with our Privacy Policy. Please take the time to read these, as they include important terms, which apply to you.

Any data collected from Your booking will be stored in accordance to Data Protection Act 2018. Any data collected during the course of making bookings or dealing with enquiries are dealt with in strict confidence. Your data will never be sold. We keep your

contact email addresses on file and may contact you from time to time with special offers or discounts.

By accepting these terms and conditions you consent to receiving these communications from Us unless You let us know otherwise.

#### **14. Liabilities**

We will not accept liability or responsibility for the death of or personal injury to You resulting from Your negligence or the negligence of others while staying at the Premises. We will not accept responsibility for any loss or damage to Your property, including personal belongings, cash, jewellery and motor vehicles, however caused, during Your stay at the Premises.

The Welcome Hamper provided is consumed at Your own risk. We will not accept liability or responsibility for the death of or personal injury to You resulting from items in the Welcome basket being out of date or arising from any dietary issues or allergies You have.

Our responsibility and financial liability (excluding any liability for death or personal injury due to negligence) shall be limited to the return of monies received in the event of accommodation not being available due to exceptional weather conditions, flood or fire, or such other cause beyond our control.

#### **15. Disclaimer**

While every effort is made to ensure the accuracy of our website, errors occasionally occur. You must therefore ensure you check all details of your arrangements (including the price) with Us at the time of booking. We will, however, use Our best endeavours to notify You of any changes to or inaccuracies in any information contained in the brochure or otherwise provided to You as soon as reasonably practical after we become aware of the change or inaccuracy.

#### **16. Our right to vary these terms**

We may revise these terms from time to time. Every time You enter or make a booking, the terms in force at the time the booking is made and on your booked stay will apply.

### **17. Complaints Procedure**

Every effort has been made to ensure that you have an enjoyable stay at the Premises. If, however, We have not met your expectations, it is essential that you contact us with your concerns immediately.

If, thereafter, you feel that the issue has not been resolved to your satisfaction, please address your concerns to [info@endrickescape.co.uk](mailto:info@endrickescape.co.uk)

### **18. Governing law and jurisdiction**

Any dispute under this agreement shall be interpreted in accordance with Scots law, and any dispute shall be referred to the exclusive jurisdiction of the Scottish courts.

### **19. Hot Tub**

#### Health & Safety Guidance

Just like other physical activities, bathing in a Hot Tub could also bring certain Health and Safety risks. These are, in principle, the same as risks when bathing at home in the bathroom and they can be reduced by consistently following these simple Health & Safety guidelines:

21.1 Use of a hot tub is entirely at your own risk, care must be used when getting in and out of the hot tub.

21.2 Users must shower before and after using the hot tub for hygiene reasons

21.3 Chemicals are used in hot tub for your safety and have been tested prior to any use.

21.4 Under no circumstance must users add any chemicals or other products to the hot tub.

21.5 testing of hot tub will occur each day to ensure it is safe to use

21.6 Temperature will be set to 37 degrees Celsius and should users change this then this is at your own risk

21.7 Users with any health conditions must not use a hot tub under any circumstances.

21.8 Users with any open wounds must to use hot tub under any circumstances

21.9 users must drink plenty of water whilst using the hot tub as users can get dehydrated easily. We have provided bottled water in the pod

21.9 guests are reminded to be sensible whilst using the hot tub and any defects, foreign objects or liquids found after your stay will be charged for by separate invoice.

21.10 Please do not eat whilst bathing

21.11 Please do not swallow the hot tub water

21.12 Do not use if pregnant or think you may be pregnant

21.13 Use of shampoo, soaps and oils in the tub is forbidden. Please bear in mind that the hot tub is not for cleaning your body

21.14 Extra caution must be taken whenever alcohol is being consumed, before or during the hot tub use. Jumping and climbing on, or in the vicinity of the Tub, is dangerous and completely forbidden.

21.15 The owners of Luxury Hideaways will not take any responsibility for accidents caused by irresponsible behaviour.

21.16 Please leave the hot tub by 10pm.

### Hot Tub and Pod Disclaimer

I hereby confirm that the methods and precaution of using the Endrick Escape hot-tub on note 21 have been read and understood.

I understand and accept that the only chemical or substance allowed in the water is the bromine used by the owners of Endrick Escape hot tub. I confirm that I have read and understood the Health and safety guidance provided by Endrick Escape and I am fully aware of the potential risks to health of hot-water bathing.

I confirm that the owners of Endrick Escape are not liable for any accident or injury or contamination whilst using our Hot tub and surrounding areas. This includes any accident or injury involving slips, trips and falls occurring on the decking, in a pod, around a hot tub or while in the process of entering or exiting a hot tub. We also confirm that Endrick Escape are not liable for accident or injury that occurs on our premises.

We hereby undertake that, in advance to entering the Endrick Escape hot tub, we are aware of the possible health and safety risks.

If either of you have any of the following conditions, please do not use, or stop using the hot tub immediately

- Skin Complaint / Irritation / Open Wounds
- Fever or any flu-like symptoms
- Diarrhoea and/or vomiting now, or over the previous 5 days.
- A medical heart problem
- Asthma or respiratory problems
- Hypertension – high blood pressure
- Hypotension – low blood pressure

Please do not use the hot tub if you are pregnant or discover you are pregnant.

### **IMPORTANT INFORMATION ABOUT YOUR STAY**

In advance of your arrival at the property, we will send you key boxes codes that you should use to enter the Property.

Please note that there is ample parking available next to the walkway up to the Endrick Escape.

We will provide bed linen, towels, robes, complimentary Rituals shower gel, shampoo and conditioner, body lotion and soap, Tres-eme hair dryer, Superfast WIFI, Smart TV, Nespresso pods, Welcome hamper with bottle of bubbly and bottled water.

Please note that the pods are on one level accessed from a gravel car park. When submitting a booking through our online reservation system, you will receive an automatically generated booking summary.

Please bring your own swimwear for using the private Hot Tub

We periodically conduct checks on the water in the hot tub for the purpose of safeguarding Your health and comfort. If possible we will try our best to notify you before we come to test the hot tub.