



Terms and Conditions for www.pillowpartners.co.uk

STANDARD GUEST TERMS AND CONDITIONS

KEY TERMS

1. **THE AGENT** – Pillow Property Partners will act as agent for the Owner at all times.
2. **The GUEST** – The person or persons staying in the property.
3. **ARRIVAL/DEPARTURE TIMES** – Standard Check out times will be 10am. Standard arrival times are after 3pm. Please check the specifics of each property as they may slightly differ. Early check-ins and late check-out may be arranged where possible with prior agreement from the Agent.
4. **LIABILITY**: The Agent/Owner cannot accept responsibility for any material loss, damage, additional expense or inconvenience directly or indirectly caused by or arising out of the property, its plumbing, gas, electrical services or exceptional weather. No responsibility is accepted for loss or damage of property, (including pets), vehicles or vehicle contents belonging to the guest or any member of the party during their occupancy. The maximum liability accepted by the agent/owner will be the total cost of the holiday as paid by the guest to the agent. No other expenses such as travelling costs or alternative accommodation will be accepted.

BOOKING CONDITIONS

1. **FAULTS/ISSUES**: Any faults or issues at the property must be reported at the time they are discovered; this will allow us the opportunity to put it right and you can continue enjoying your stay. If we are not able find a satisfactory resolution then we will consider a partial or full refund. If an issue isn't report until after your departure then because we haven't been given a fair opportunity to put this right, we will not consider a refund unless extreme circumstances.
2. **COMPLAINTS**: All complaints should be notified as soon as possible to us and in writing, we will reply within 14 days. After this time, if you are still not satisfied you can raise a complaint investigation in writing, we will acknowledge the complaint investigation within 3 days and will respond within 20 working days.
3. **AGE** – You as the guest making the reservation and as such in charge of the party must be at least 18 years of age. All other members of the party must authorise you to make the booking on the basis of these Terms and Conditions.
4. **LET AGREEMENT**: The property let is to be used for the purpose of a holiday let to which section 12 (2) and paragraph 8 of Schedule 4 of the Housing (Scotland) Act 1988 apply. The booking agreement confers a right to occupy the accommodation for the agreed period only.
5. **PAYMENT TERMS** – Deposit of 25% is taken at time of booking. All monies should be paid in full 8 weeks prior to the arrival date, including any Damage Deposit. Payment terms may differ for certain properties.
6. **DAMAGE DEPOSIT** – Unless otherwise stated, a refundable damage deposit may be required. This will be returned within 14 working days from your departure date. (Bookings taken through 3rd part portals may have different damage deposit amounts). This deposit will be used against any damage, missing items, excessive mess or unauthorised late checkouts.
7. **INVENTORY**: PILLOW recommends that the Owner prepares an inventory before the start of the Let and presents this to the Guest on his/her arrival, in order to verify any loss or damages that may be claimed through retention of the Security Deposit. PILLOW will provide the Owner with an Inventory pack with full instructions and guidance to help them prepare this in advance
8. **ALTERNATIVE ACCOMMODATION** - In the event of the accommodation becoming unavailable, Pillow will endeavour to provide the Guest with suitable alternative accommodation or will refund all monies paid or a proportion in the case of curtailment. We cannot, however pay any compensation or expenses as a consequence of such an event.
9. **RATES**: are subject to change without notice, unless otherwise agreed by us in writing.
10. **VAT**: is charged as appropriate.
11. **CHANGES BY YOU**: We will use our reasonable endeavours to accommodate your requests for alterations of your Booking, subject to availability of accommodation. If you wish to cancel the whole or any part of your booking and you notify us in writing 28 days in advance of your date of arrival, no cancellation fee will be charged and your deposit will be refunded (unless stated differently at the time of booking). It is your responsibility to ensure that we receive your notice of cancellation in time. If cancelled within 28 days of your arrival date, or in the case of a no-show, the total price of the reservation will be charged. No refunds will be made for non-arrivals. *cancellation terms can differ for some properties – please check your confirmation email for full cancellation terms.
12. **CHANGES BY US**: In the unlikely event we have to cancel or make a change to your accommodation we will use all reasonable efforts to contact you as soon as possible to explain what has happened and inform you of the cancellation or change. If possible, we will offer alternatives, but should these alternatives be unacceptable to you the booking will be treated as cancelled and we will refund any money you have paid to us within 14 days of any cancellation. We shall not be liable for changes, cancellations or any other effect on your booking due to events beyond our reasonable control (force majeure).

13. REFUSAL: We reserve the right to refuse to accept any booking for whatever reason. We accept your booking when we issue our Booking Confirmation email.
14. PETS: are permitted in rental units only with prior written approval. A charge may apply. Pet owners are responsible for cleaning up any/all pet refuse. Pets are not allowed on furniture at any time. Any evidence of pets on furniture may incur extra cleaning fees. All pets must be up-to-date on rabies vaccinations and all other vaccinations. Heartworm prevention is highly recommended. All pets are to be treated with Advantage or similar topical flea and tick repellent three (3) days prior to arrival. Fleas and ticks are very rampant and can cause harmful/fatal illness to humans and pets. All items above are the sole responsibility of the pet owner. We assume no responsibility for illness or injury that humans or pets may incur while on the premises, unless it results from an act or omission on our part.
15. HOLIDAY LET FEE PAID TO OWNER: No payment shall be made by PILLOW to the Owner unless: a) the Owner has signed and complied with these terms; b) the Owner has provided a valid Landlords Gas Safety Certificate to PILLOW; and c) the Tenant has paid the Rental Fee and Security Deposit to PILLOW in full. PILLOW shall pay the Rental Fee to the Owner a) fortnightly or b) monthly.
16. Your stay with us is not intended to confer exclusive possession on either the client or guest nor to create the relationship of landlord and tenant between Pillow Property Partners Limited and either the client or any guest. This is a short term letting and you will not be entitled to any rights under any statutory provision including, without prejudice to the generality of the foregoing, the Rent Act 1977, any assured tenancy or assured shorthold tenancy under the Housing Act 1988, or any tenancy arising under or in terms of, or regulated by, the Housing (Scotland) Act 1988, Housing (Scotland) Act 2006, Housing (Scotland) Act 2014, and/or Private Housing (Tenancies) (Scotland) Act 2016, including in each case any amendment or re-enactment of any such statute for the time being in force.

DURING THE STAY

1. NOISE – The guest agrees to ensure noise is kept at reasonable level, taking into consideration neighbours and surrounding properties.
2. BREAKAGES – You must notify Pillow of any damage or breakages as soon as they occur so that they can be rectified for the next guest. We reserve the right to charge back to the booker for any damages.
3. NO SMOKING POLICY - There is a strict no-smoking policy in all properties. Where it is clear that there has been smoking in the property the cost of rectifying this will be deducted from your damage deposit.
4. PERSONAL PROPERTY – You agree to take all necessary steps to safeguard your personal property. No liability to you is accepted in respect of damage to or loss of such property, except where the damage or loss is caused by our negligence.
5. ACCESS - You agree to allow us or any representative of ours access at any reasonable time during your stay for the purpose of essential repairs.
6. NUMBER OF GUESTS - You cannot allow more people to stay in the Property than expressly authorised, nor can you significantly change the makeup of the party during your stay in the Property. Additional charges may apply for additional guests who stay who have not been booked to cover the extra laundry and cleaning costs.
7. YOUR GUESTS: The actions and omissions of any visitor to the apartment are your responsibility
8. CONTENTS - You agree to keep and leave the Property and the furnishings, kitchen equipment, crockery, glasses, bedding and towels clean and in good condition. No items should be removed from the Property.
9. WIFI – The Guest agrees to fair usage of internet downloads. The owners will not be liable for loss of this service due to connection, environmental or human error and no support service is available. For this reason, wireless broadband internet is not a contractual provision. The owners do not assume any responsibility for any damage to your computer or the data contained on it, nor the security of any data transferred over the internet. Guests are responsible for the protection of their computers from loss of data, unauthorised access or viruses. The use of the landline is prohibited and failure to do so will incur further charges.
10. HOUSEKEEPING: No daily housekeeping service is provided – While linens and bath towels are included in the unit, daily maid service is not included in the rental rate. However, it is available for an Additional Charge. We suggest you bring beach towels. We do not permit towels or linens to be taken from the property.
11. EXTENDING YOUR STAY - If you want to increase your length of stay then we will do everything possible subject to availability.
12. PERSONAL ELECTRICS - Any guest using their own electrical appliances (hairdryers, curlers, tongs, shavers, personal computers, personal stereos etc.) must use the appropriate adaptor. Non-UK plugs used without the appropriate adaptor/transformer are a serious fire risk. Please ensure that all heated appliances are switched off and stored safely before leaving the apartment. Guests found to be in breach of this rule may be asked to leave with immediate effect.
13. VEHICLES - Cars and their contents are parked at owners' risk. Please ensure that cars are locked and possessions are left out of sight.
14. KEYS AND ACCESS - Unless otherwise agreed, the owners will issue to the client or guest one set of keys to the property. If at any time the client or guest loses the keys, they must notify us as soon as possible and we will instruct a locksmith to change the lock/key(s) and charge the client or guest. If between the hours of 8pm and 8am the guest locks him or herself out of the property and requires the owner's assistance to re-enter the property, we reserve the right to charge an administration fee.
15. WINDOWS AND DOORS – The Guest must not leave the entrance door or windows to the property open but to ensure that all door and window locks are properly engaged at all times. All windows must be closed when not in the apartment or during bad weather.

AFTER THE STAY

1. **KEYS** – The guests will return the keys to where they got them, normally the secure key box. Do not put the keys through the letterbox as the cleaner will require them for access.
2. **INVENTORY: PILLOW** recommends that the Owner prepares an inventory before the start of the Tenancy and presents this to the Tenant on his/her arrival, in order to verify any loss or damages that may be claimed through retention of the Security Deposit. PILLOW will provide the Owner with an Inventory pack with full instructions and guidance to help them prepare this in advance.
3. **RUBBISH** – The Guest will empty the fridge of all perishables and place all rubbish in the external wheelie bins. Bins should be emptied where possible.
4. **LIGHTS AND HEATING** – The Guest will turn off all lights and central heating where possible and dependant on weather conditions.
5. **CLEANLINESS** – We ask that the property is left as clean and tidy as possible. We do not charge a specific cleaning fee in order to keep rates as low as possible, so we politely ask that you make an effort to leave the property in a good condition.
6. **DEPARTURE** – The guest will vacate the property by the checkout time on the date of departure. If they are still in the property after 12 noon on the date of departure, they will be liable for another day's rental and the cost of alternative accommodation for the incoming guests. We will charge a fee of £20 an hour for late checkouts.
7. **EXCESSIVE DAMAGE** – Where the amount required to rectify damage caused by the Guest exceed the Damage Deposit, the Guest agrees to pay Pillow this deficit within 7 days of request. The Owner reserves the right to pursue a claim through the small claims court for any outstanding monies.
8. Nothing in these terms shall be deemed to limit or exclude PILLOW's liability for death, personal injury, fraud, fraudulent misrepresentation, or for any other liability that may not be limited or excluded by law.
9. These agency terms shall be interpreted in accordance with Scottish Law. The Scottish courts shall have exclusive jurisdiction in hearing any claims in relation to these terms

Read and agreed to:

Date:

DATA PROTECTION AND GDPR

1. We are required to gather certain personal data about clients and guests for the purposes of satisfying operational and legal obligations. This personal data will be subject to the appropriate legal safeguards as specified in the Data Protection Act 1998. We fully endorse and adhere to the eight principles of the Data Protection Act. These principles specify the legal conditions that must be satisfied in relation to obtaining, handling, processing, transportation and storage of personal data. The principles require (amongst other things) that the personal data shall be obtained for a specified and lawful purpose and shall not be processed in any manner incompatible with that purpose.
2. The purpose for which we hold your personal data is to carry out this Agreement, and we do not pass information on to third parties save for this purpose. We may use cookies on our website for the purpose of monitoring website usage, and we will ask for your consent, but do ask that you inform us if you do not consent to the use of these cookies.
3. Privacy Policy of www.pillowpartners.co.uk This Website collects some Personal Data from its Users.
4. Owner and Data Controller: Pillow Property Partners Limited, Olympic Business park, Marathon House, Kilmarnock KA2 9AE
5. TYPES OF DATA COLLECTED: Among the types of Personal Data that this Website collects, by itself or through third parties, there are: Cookies, Usage Data, email address, first name, last name, phone number, country, ZIP/Postal code, date of birth, city, address and company name. Complete details on each type of Personal Data collected are provided in the dedicated sections of this privacy policy or by specific explanation texts displayed prior to the Data collection. Personal Data may be freely provided by the User, or, in case of Usage Data, collected automatically when using this Website. Unless specified otherwise, all Data requested by this Website is mandatory and failure to provide this Data may make it impossible for this Website to provide its services. In cases where this Website specifically states that some Data is not mandatory, Users are free not to communicate this Data without consequences to the availability or the functioning of the Service. Users who are uncertain about which Personal Data is mandatory are welcome to contact the Owner. Any use of Cookies – or of other tracking tools – by this Website or by the owners of third-party services used by this Website serves the purpose of providing the Service required by the User, in addition to any other purposes described in the present document and in the Cookie Policy, if available. Users are responsible for any third-party Personal Data obtained, published or shared through this Website and confirm that they
6. METHODS OF PROCESSING: The Owner takes appropriate security measures to prevent unauthorized access, disclosure, modification, or unauthorized destruction of the Data.
The Data processing is carried out using computers and/or IT enabled tools, following organizational procedures and modes strictly related to the purposes indicated. In addition to the Owner, in some cases, the Data may be accessible to certain types of persons in charge, involved with the operation of this Website (administration, sales, marketing, legal, system administration) or external parties (such as third-party technical service providers, mail carriers, hosting providers, IT companies, communications agencies) appointed, if necessary, as Data Processors by the Owner. The updated list of these parties may be requested from the Owner at any time.
7. LEGAL BASIS OF PROCESSING: The Owner may process Personal Data relating to Users if one of the following applies:
 - a. Users have given their consent for one or more specific purposes. Note: Under some legislations the Owner may be allowed to process Personal Data until the User objects to such processing (“opt-out”), without having to rely on consent or any other of the following legal bases. This, however, does not apply, whenever the processing of Personal Data is subject to European data protection law;
 - b. provision of Data is necessary for the performance of an agreement with the User and/or for any pre-contractual obligations thereof;
 - c. processing is necessary for compliance with a legal obligation to which the Owner is subject;
 - d. processing is related to a task that is carried out in the public interest or in the exercise of official authority vested in the Owner;
 - e. processing is necessary for the purposes of the legitimate interests pursued by the Owner or by a third party.
 - f. In any case, the Owner will gladly help to clarify the specific legal basis that applies to the processing, and in particular whether the provision of Personal Data is a statutory or contractual requirement, or a requirement necessary to enter into a contract.
8. PLACE: The Data is processed at the Owner’s operating offices and in any other places where the parties involved in the processing are located. Depending on the User’s location, data transfers may involve transferring the User’s Data to a country other than their own. To find out more about the place of processing of such transferred Data, Users can check the section containing details about the processing of Personal Data. Users are also entitled to learn about the legal basis of Data transfers to a country outside the European Union or to any international organization governed by public international law or set up by two or more countries, such as the UN, and about the security measures taken by the Owner to safeguard their Data. If any such transfer takes place, Users can find out more by checking the relevant sections of this document or inquire with the Owner using the information provided in the contact section.
9. RETENTION TIME: Personal Data shall be processed and stored for as long as required by the purpose they have been collected for.
 - a. Personal Data collected for purposes related to the performance of a contract between the Owner and the User shall be retained until such contract has been fully performed.
 - b. Personal Data collected for the purposes of the Owner’s legitimate interests shall be retained as long as needed to fulfill such purposes. Users may find specific information regarding the legitimate interests pursued by the Owner within the relevant sections of this document or by contacting the Owner.

- c. The Owner may be allowed to retain Personal Data for a longer period whenever the User has given consent to such processing, as long as such consent is not withdrawn. Furthermore, the Owner may be obliged to retain Personal Data for a longer period whenever required to do so for the performance of a legal obligation or upon order of an authority
 - d. Once the retention period expires, Personal Data shall be deleted. Therefore, the right to access, the right to erasure, the right to rectification and the right to data portability cannot be enforced after expiration of the retention period.
10. **THE PURPOSES OF PROCESSING:** The Data concerning the User is collected to allow the Owner to provide its Services, as well as for the following purposes: User database management, Displaying content from external platforms, Interaction with external social networks and platforms, Contacting the User, Handling payments and Platform services and hosting. Users can find further detailed information about such purposes of processing and about the specific Personal Data used for each purpose in the respective sections of this document.
11. **DETAILED INFORMATION ON THE PROCESSING OF PERSONAL DATA:** Personal Data is collected for the following purposes and using the following services:
 - a. Contacting the User
 - b. Displaying content from external platforms
 - c. Handling payments
 - d. Interaction with external social networks and platforms
 - e. Platform services and hosting
 - f. User database management
12. **THE RIGHTS OF USERS:** Users may exercise certain rights regarding their Data processed by the Owner. In particular, Users have the right to do the following:
 - a. Withdraw their consent at any time. Users have the right to withdraw consent where they have previously given their consent to the processing of their Personal Data.
 - b. Object to processing of their Data. Users have the right to object to the processing of their Data if the processing is carried out on a legal basis other than consent. Further details are provided in the dedicated section below.
 - c. Access their Data. Users have the right to learn if Data is being processed by the Owner, obtain disclosure regarding certain aspects of the processing and obtain a copy of the Data undergoing processing.
 - d. Verify and seek rectification. Users have the right to verify the accuracy of their Data and ask for it to be updated or corrected.
 - e. Restrict the processing of their Data. Users have the right, under certain circumstances, to restrict the processing of their Data. In this case, the Owner will not process their Data for any purpose other than storing it.
 - f. Have their Personal Data deleted or otherwise removed. Users have the right, under certain circumstances, to obtain the erasure of their Data from the Owner.
 - g. Receive their Data and have it transferred to another controller. Users have the right to receive their Data in a structured, commonly used and machine readable format and, if technically feasible, to have it transmitted to another controller without any hindrance. This provision is applicable provided that the Data is processed by automated means and that the processing is based on the User's consent, on a contract which the User is part of or on pre-contractual obligations thereof.
 - h. Lodge a complaint. Users have the right to bring a claim before their competent data protection authority.
13. **DETAILS ABOUT THE RIGHT TO OBJECT TO PROCESSING:** Where Personal Data is processed for a public interest, in the exercise of an official authority vested in the Owner or for the purposes of the legitimate interests pursued by the Owner, Users may object to such processing by providing a ground related to their particular situation to justify the objection. Users must know that, however, should their Personal Data be processed for direct marketing purposes, they can object to that processing at any time without providing any justification. To learn, whether the Owner is processing Personal Data for direct marketing purposes, Users may refer to the relevant sections of this document.
14. **HOW TO EXERCISE THESE RIGHTS:** Any requests to exercise User rights can be directed to the Owner through the contact details provided in this document. These requests can be exercised free of charge and will be addressed by the Owner as early as possible and always within one month.
15. **LEGAL ACTION:** The User's Personal Data may be used for legal purposes by the Owner in Court or in the stages leading to possible legal action arising from improper use of this Website or the related Services. The User declares to be aware that the Owner may be required to reveal personal data upon request of public authorities.
16. **ADDITIONAL INFORMATION ABOUT USER'S PERSONAL DATA:** In addition to the information contained in this privacy policy, this Website may provide the User with additional and contextual information concerning particular Services or the collection and processing of Personal Data upon request.
17. **SYSTEM LOGS AND MAINTENANCE:** For operation and maintenance purposes, this Website and any third-party services may collect files that record interaction with this Website (System logs) use other Personal Data (such as the IP Address) for this purpose.
18. **INFORMATION NOT CONTAINED IN THIS POLICY:** More details concerning the collection or processing of Personal Data may be requested from the Owner at any time. Please see the contact information at the beginning of this document.
19. **HOW "DO NOT TRACK" REQUESTS ARE HANDLED:** This Website does not support "Do Not Track" requests. To determine whether any of the third-party services it uses honour the "Do Not Track" requests, please read their privacy policies.

20. **CHANGES TO THIS PRIVACY POLICY:** The Owner reserves the right to make changes to this privacy policy at any time by giving notice to its Users on this page and possibly within this Website and/or – as far as technically and legally feasible – sending a notice to Users via any contact information available to the Owner. It is strongly recommended to check this page often, referring to the date of the last modification listed at the bottom. Should the changes affect processing activities performed on the basis of the User’s consent, the Owner shall collect new consent from the User, where required.