



New Park Summer Stays terms & conditions

These are the terms and conditions that apply when you reserve a room at a New Park Summer Stays located in UK using our website (which will also include our mobile site).

Please read these terms carefully before you submit your reservation to us. You will be asked to confirm your acceptance of these terms and conditions when you make a reservation.

1 Information about us and how to contact us

This website is operated by Downing Property Management on behalf of Downing Students (Edinburgh) LP Inc, whose registered office is Third Floor, Cambridge House, Le Truchot, St Peter Port, Guernsey GY1 1WD, a limited partnership registered in Guernsey (Registration Number 2309 and VAT number 220394830). New Park Summer Stays is a trading name for Downing Students (Edinburgh) LP Inc. References to 'our', 'we' or 'us' is to New Park Summer Stays and Downing Students (Edinburgh) LP Inc.

We may amend these terms and conditions at any time. Therefore, each time you make a reservation please check these terms and conditions to ensure you are aware of the conditions that apply at that time. The terms and conditions applying to your reservation will be those in place on the date that you make your reservation.

Additional terms apply to your use of our website whether or not you make a reservation. These are displayed on the website, please also read them carefully before continuing to use the website. .

2 Reservations

To make a reservations please follow the instructions on our website.

You must be at least 18 years old to make a reservation.

You will need to provide your credit or debit card details to secure your reservation. New Park Summer Stays accepts Visa or MasterCard to secure a reservation. All payment orders are processed via a payment service provider. The general conditions of the payment service provider are applicable to any such payment orders.

Please check that the details of your reservation are complete and accurate before you confirm your reservation by clicking the 'buy now' button.. We will not be liable for any delay or non-performance if you provide us with incorrect information.

We will confirm our acceptance of your reservation by sending you an email to the email address that you provide during the reservation process. The contract between us for the provision of your room will be formed when you receive this email confirmation from us.

If you think that there is a mistake in your reservation or if you require any changes to a confirmed reservation, please contact us to discuss.

We take reasonable care to ensure that all descriptions, prices, details and availability on the website are correct at the time the reservation is made. We will rectify errors as soon as possible when we become aware of them.



If we are unable to accept your order for any reason (including where reservations are unable to be fulfilled or mispricing or other pricing error has occurred), we will notify you as soon as possible, cancel your reservation and will not charge you for the reservation.

3 Group reservations

Group reservations can be made directly on our website subject to availability.

4 Room prices

New Park Summer Stays adopts dynamic pricing and the price of our rooms fluctuates based on demand. When you make a reservation request, we'll give you a total price for the rooms and number of nights you've requested. The price you pay is the price quoted to you at the time you make your reservation.

Room prices are per room, per night and are inclusive of VAT at the applicable rate at the time of your reservation. If the rate of VAT changes between the date of your reservation and the date of your stay, we will adjust the rate of VAT that you pay, unless you have already paid for the reservation in full before the change in the rate of VAT takes effect.

5 Occupancy

The maximum en-suite room or studio room occupancy is two people. You must not exceed the maximum occupancy for the room allocated to you.

Children under 18 are not permitted to stay at New Park Summer Stays unless a parent or guardian is staying. Children must not be left unsupervised within the building at any time.

6 Accessibility

New Park Summer Stays offer specially adapted rooms for customers with disabilities subject to availability. For more information view our Access Statement.

7 Special requests

New Park Summer Stays will try to accommodate special requests, all rooms are subject to availability.

8 Meals

Meals are not available at New Park Summer Stays.

9 Paying for your room

Rooms must be paid for in full at the time of making a reservation.

10 Cancellations

No cancellation

You are not entitled to cancel or withdraw from your reservation under the Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013.



Our right to cancel

Your breach

We may cancel your reservation at any time with immediate effect by giving you written notice (which includes email) if:

- you do not pay us when you are required to do so; or
- you breach the contract between us in any other material way.

If we cancel your reservation where you are at fault, we reserve our legal rights in respect of your breach of contract.

Events outside our control

We may also cancel your reservation if an event outside of our control (including industrial action, explosion, fire, flooding, and failure of power and/or water supplies or emergency evacuation) means that we are unable to make your room available to you. In this case we will contact you to let you know as soon as possible and:

- if you have already paid for your room, we will refund your payment to you; or
- if you have not yet paid for your room, you will not have to make any payment to us.

Save as set out above, we will not be liable or responsible for any failure to perform, or delay in performance of, any of our obligations that is caused by an event outside of our control.

This does not affect your statutory rights.

11 Arrival and departure

Rooms are available from 3pm on the arrival date. Please let us know if you are likely to arrive after 11pm.

Guests will be asked to provide proof of identity and nationality upon check-in. Overseas guests, excluding Republic of Ireland and Commonwealth citizens, will be asked to complete a registration form and provide their identity card / passport details. Acceptable forms of identification are: a passport, driving licence, ID card or police warrant card.

Rooms must be vacated by 11am on the day of departure. Failure to leave your room by this time may result in a late check-out charge.

12 New Park Summer Stays expectations of you (and your group)

You must not:

- smoke anywhere inside any New Park Summer Stays premises. This includes the smoking of e-cigarettes. Permitted smoking areas will be identified on site. Smoking on New Park Summer Stays premises outside of the designated smoking area will result in a £100 fine;
- bring any pets onto New Park Summer Stays premises, with the exception of assistance dogs;
- bring any potentially dangerous or hazardous materials or equipment onto New Park Summer Stays premises;



- use any electrical appliances that may set off the fire alarm system, such as mini cookers or portable grills;
- tamper with any fire alarms or emergency equipment;
- remove, damage or destroy any New Park Summer Stays property;
- use any of the technology provided by New Park Summer Stays to download or access any unlawful or obscene material; or
- cause unreasonable disturbance to our other guests or any New Park Summer Stay staff.
- If you or your group cause damage or loss of any kind to the property, other guests or their property, you (as the person making the booking) will be responsible for that damage or loss and you shall be liable to pay to New Park Summer Stays on demand the amount required to make good or remedy such damage or loss.

You and the members of your group must not resell or transfer your reservation (or any part of it) nor advertise, market or otherwise offer any New Park Summer Stays room for sale either on its own or as part of a combined offer. New Park Summer Stays will not honour any reservations made in this way and does not accept any liability for doing so. If you are a Tour Operator and wish to book rooms at New Park Summer Stays you should contact info@downing.com.

If you or your group cause damage to the property, other guests or their property, or otherwise breach any of these terms and conditions, New Park Summer Stays reserves the right to:

- cancel your reservation with immediate effect and (if appropriate) eject you from New Park Summer Stays premises;
- retain all sums paid by you and/or charge you the full amount of your reservation; and/or
- refuse future reservations from you and/or refuse you entry or accommodation at any of our hotels.

New Park Summer Stays will not be liable for any refund or compensation in such circumstances.

13. No tenancy

You acknowledge that

- no security of tenure is created in relation to your occupancy
- the minimum statutory period of notice in section 112 of the Rent Scotland Act 1984 Act does not apply to your occupancy ; and
- you will move out at expiry of your stay any requirement for notice to have been given by us

14 General

Your information

We process information about you that you provide when making a reservation and/or upon check in at New Park Summer Stays in accordance with our [privacy policy](#). By providing this information you



consent (on your behalf and on behalf of each member of your group) to such processing and you warrant that all information provided by you is accurate.

Third party rights

No other person other than the parties to these terms and conditions shall have any rights to enforce any of its terms..

Our liability

Nothing in these terms and conditions will exclude our liability for death and personal injury arising from our negligence or that of our employees and agents. We do not seek to exclude our liability for fraudulent misrepresentation by us or our employees or agents, or for any loss which cannot be excluded by law.

If we breach these terms and conditions for reasons within our control we shall only be liable for losses that you suffer that are direct losses and a reasonably foreseeable consequence of such breach. We will not be liable for any losses or for failure to meet any of our obligations where such failure is due to events beyond our reasonable control.

We shall not be liable whether in contract, tort (including negligence) or for breach of statutory duty, or in any other way, for any special or indirect or consequential losses, or for losses (whether direct or indirect) for: loss of income, sales or revenue; loss of business; business interruption; loss of profits or contracts; loss of anticipated savings; loss of data; loss of reputation and/or goodwill; or wasted management or office time.

Where we are liable to you (and except as set out above) our maximum liability to you whether in contract, tort (including negligence) or for breach of statutory duty will in no event exceed the price of your reservation.

Applicable law

These terms and conditions, their subject matter and formation (and any non-contractual disputes or claims) are governed by and construed in accordance with Scots law. You and we both agree that the Scottish courts will have non-exclusive jurisdiction over any claim arising from, or related to, your reservation and/or stay at in accordance with these terms and conditions. If you are a resident of Northern Ireland you may also bring proceedings in the Northern Irish courts, and if you are resident of England or Wales, you may also bring proceedings in the courts of England and Wales.

Severability

If any part of these terms and conditions is deemed invalid, illegal or for any reason unenforceable then that part will be deemed deleted and will not affect the validity and enforceability of the remaining parts. Any failure by us to enforce our rights or remedies under these terms and conditions or otherwise shall not be construed as a waiver by us of those or any other rights or remedies.

All rights not expressly granted in these terms and conditions are reserved.

15 Disputes



If you have a problem with a product or service you bought online on the website, you can submit your complaint via the Online Dispute Resolution Platform of the European Commission via the following address <http://ec.europa.eu/odr> which may allow out-of-court dispute settlement.

16 Contact us

If you require further information or have any questions regarding our website or these terms and conditions, then please email: info@newparksummerstays.com, telephone us on 0151 707 2666 or write to us at:

New Park Summer Stays

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