

# Holiday Cottage Booking Terms and Conditions of Let

Please note that unless otherwise agreed in writing:

- All sheets, pillowcases, kitchen and bathroom towels are provided.
- Bedrooms have pillows and blankets or duvets (please see first bullet above).
- The kitchen includes a cooker, fridge, washing machine, tumble drier, kettle, pots and pans, cutlery, crockery, iron and vacuum cleaner.
- The cottage has oil fired central heating and hot water.
- Utilities (electricity and heating oil) are included in the let but are subject to a fair usage policy for domestic household use only (not including charging vehicles). Excessive use of electricity, heating oil and other fuels will be charged at current rates.
- An open fire is provided for your use. It is the Tenant's responsibility to use the fire safely. The fire should be extinguished when you are asleep or if you are not present at the property.
- VAT at 20% is included in all quoted prices.
- The property has parking for two cars adjacent to the cottage.
- Broadband/WiFi is available but connections cannot be guaranteed at all times (subject to third party internet service providers) and are subject to a fair usage policy. For guidance, fair usage allows for internet browsing, social networking and emailing. Downloading of games and films or the watching of streamed TV such as BBC iPlayer may result in the fair usage allowance being exceeded.
- No Pets are allowed.
- No smoking is allowed in the property. Smoking is permitted in the garden but please ensure butts are properly extinguished and disposed of in a bin.
- Guest numbers are limited to the number of bed spaces in the property. No additional guests to stay in the property or camp on the property in either camper vans or tents.

Please remember this booking is a legal contract. The property should only be used for holiday purposes unless otherwise agreed in writing. The property should not be used for stag parties, hen parties, weddings or any special event without prior discussion and written agreement.

## 1. Definition of Terms

Drumardoch Estate is a trading name of Mr G A Cameron referred to as the 'owner'. Parties applying to rent properties are referred to as the 'Clients' until the commencement of their let when they are referred to as the 'Tenants'. Contracts to let the property are therefore between the Owner of the property and the Clients/Tenants. These terms set out the terms of the contract between the Clients/Tenants and the Owner, and the contractual rights and obligations between the Clients/Tenants and the Owner.

## 2. Deposits

When a booking is made more than 12 weeks before the tenancy is due to commence, a deposit of thirty percent of the total rental must be paid to confirm the booking. If a booking is made 12 weeks or less before the tenancy is due to commence, the full rent, together with any additional charges, must be paid at the time the booking is made.

If the Owner does not accept a booking, then all monies paid will be refunded immediately.

From making a booking the Client has a 48 hour cooling off period in which you can receive a full refund if you cancel your booking.

### **3. Balance of Rental**

Once a booking has been accepted by the Owner, the Clients must pay the balance of rental, together with any additional charges, six weeks before the tenancy commences. If the balance has not been paid by this time the Owner reserves the right to cancel the booking, in which case a cancellation charge will apply. The Owner is not obliged to send reminders - the date on which the balance is due is clearly indicated on the Booking Confirmation.

The Owner is VAT registered and therefore tax is payable and this is included in the rent. The Owner reserves the right to amend prices quoted on the web sites or in their brochure due to any errors, omissions or changes in the rate of VAT.

### **4. UK Bookings**

Payments will normally be made by credit or debit card through the online booking system. On exceptional cases payment may be accepted by cheques made payable to "Drumardoch Estate" or cash. The Owner cannot accept post-dated cheques and cash should only be sent by recorded delivery. Any charges imposed on the Owner by their Bank for handling dishonoured cheques, bank transfers or other payments will be passed on to the clients who are liable to reimburse the Owner in respect of these charges within 7 days of notification from the Owner. If a payment by Direct Debit is not honoured then the Client should pay the deposit and balance as outlined in paragraphs 2 and 3.

### **5. Overseas Bookings**

Overseas Clients may pay by sterling cheque drawn on a UK bank, or by Mastercard, Amex or Visa. Any charges for overseas payments will be passed on to the Clients.

### **6. Authority to Sign**

The person completing the booking certifies that:

- a. He/she is authorised to agree the booking conditions on behalf of all persons included on the booking form, including those who may be added/substituted at a later date.
- b. He/she is over 18 years of age and is a member of the party intending to occupy the property.
- c. He/she agrees to take responsibility for the party occupying the property.

### **7. Eligibility**

Bookings will not be accepted without prior consent from the Owner from:

- a. Groups of single persons under the age of 18.
- b. Any party who intend to use the property for stag parties, hen parties, weddings or any special event.

### **8. The Tenancy Agreement**

The tenancy gives the Tenants the right to occupy the property for a holiday within the meaning of Schedule 1 paragraph 9 of the Housing (Scotland) Act 1988.

Properties are let for a maximum of 4 weeks. Lettings commence at 4pm (unless otherwise stated) on the first day of the tenancy and end at 10am on the departure date unless otherwise agreed. The tenancy

period cannot be extended without the Owner's permission. Tenants will be liable for any cost whatsoever incurred as a result of an unauthorised extension.

### **9. Linen and Cleaning**

The property will be cleaned by the owner's employees between tenancies and weekly during tenancies of more than one week.

Bed linen and towels are supplied with the property. Linen and towels are changed between tenancies, and weekly during tenancies. Tenants should always bring their own beach / pool towels.

The Tenant will keep the house clean and tidy during their stay and will leave it in a similar condition of cleanliness to when you arrived. A vacuum cleaner and other cleaning materials are available in the property for this purpose. Any additional cleaning of the property beyond the normal amount reasonably required, following your departure, will be charged as an extra and deducted from any good housekeeping deposit or otherwise charged to you.

The Tenant must report to the owner any breakages or damage that occurs to the property or the contents of the property during their stay. The Tenant will be responsible for the reasonable costs of repair or replacement.

### **10. Extras at the Cottages**

Utilities (electricity and heating oil) are included in the let but are subject to a fair usage policy for domestic household use only (not including charging vehicles). Excessive use of electricity, heating oil and other fuels will be charged at current rates.

Any other services requested by the Tenant from the owners will be charged for at an agreed rate.

### **11. Pets**

Pets are not accepted at the property. However although pets are not accepted this does not mean that there have never been any pets at the property. A cleaning surcharge of £100 per booking in addition to any charges for damages will be invoiced where pets have been kept at the property by the tenant.

### **12. The Tenants' Obligations**

- a. To pay for excessive use of heating oil, electricity, fuel and other charges not stated as included in the rental.
- b. To report to and pay the Owners for any losses or damage to the property caused by the Tenants or a member of their party (reasonable wear and tear excluded).
- c. To take good care of the property and leave it in a clean and tidy condition at the end of the tenancy. No cleaning service is provided during the tenancy unless specifically stated but this can sometimes be arranged.
- d. To allow the Owner reasonable access to the property.
- e. To not exceed the total number of people as stipulated in the description of the property, and not to transfer possession of the property or share it except with members of the party stated in the booking.
- f. To notify the Owner prior to the commencement of the tenancy of any changes to party numbers.
- g. To not undertake any illegal activities, cause undue noise or disruption or become a nuisance to occupants of any adjoining/neighbouring premises - no loud music and strictly no bonfires, fireworks or Chinese lanterns without prior consent.
- h. To ensure that a cot is only occupied by a child of 24 months or less.
- i. Not to smoke in the non-smoking property or bring pets into the property. The Owners reserve the right to charge Tenants for additional cleaning that may be required if these restrictions are breached.

Any breach of the above obligations may cause the Tenant to forfeit their parties occupancy of the property without compensation.

### **13. Alteration of a Booking**

When the Owner has accepted a booking, the cottage booked can only be changed for another by treating the original booking as a cancellation (see following paragraph 14). The dates of the holiday may be changed providing the same cottage is available for the new dates and the Owners are agreeable to the change. In either case a re-booking fee of £50 is payable.

### **14. Cancellations**

All cancellations must be notified to the Owner by email within 7 days of the event that gives rise to the cancellation.

The owner will refund the payments received from the client/tenant (less a £50 administration fee) only if the owner is able to successfully re-let the property subsequent to your cancellation. If the owner is not able to re-let the property then no refund will be made. We advise that all clients/tenants take out their own cancellation insurance as part of their own holiday insurance to cover this eventuality.

### **15. Complaints**

All complaints must first be referred to the Owners/Caretakers during the tenancy so that an on-the-spot investigation can be made if necessary and to allow remedial action to be taken. In no circumstances can compensation be made for complaints raised only after the tenancy has ended when the Tenant has denied the Owners the opportunity of investigating the complaint and endeavouring to put matters right during the tenancy.

### **16. Non-availability of Property**

If for any reason beyond the Owner's control the property is unavailable on the day when the tenancy is due to begin (e.g. due to flooding, fire damage etc.) or the property becomes unsuitable for holiday letting, clients will receive a full refund of all rents and charges already paid. The Owner will make every effort to find a suitable alternative property but the Clients shall have no further claim against the Owner. Please also refer to section 20.

### **17. Liability**

The Owner accepts no liability for any act, neglect or default on the part of the Owners or any other person not employed by them or under their control, nor for any accident, damage, loss, injury, expense or inconvenience to either person or property which the Tenants, or any other person, may suffer or incur arising from, or in any way connected with, the Tenancy. The Owners accept no liability for loss or damage to the Tenants' possessions on the Owners' land or property.

### **18. Breach of Contract**

If Tenants breach any of the above terms and conditions the Owner reserves the right to re-enter the property and terminate the tenancy, without prejudice to the other rights and remedies of the owners.

### **19. Validity Clause**

If any term or provision in these Booking Conditions shall in whole or in part be held to any extent to be illegal or unenforceable under any enactment or rule of law, that term or provisions or part shall, to that

extent, be deemed not to form part of this agreement and the enforceability of the remainder of this agreement shall not be affected.

### **20. Force Majeure**

The Owner does 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 the owner providing the service 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.

### **21. Brochure/Web Descriptions**

While every effort is made to make brochure and web site descriptions as accurate as possible, some of the information contained relates to factors which are beyond the control of the Owner, such as shops, public houses etc. Details of such establishments may change without the Owner's knowledge and cannot be absolutely relied upon.

### **22. Price Change**

The Owner reserves the right to amend prices quoted on the Web site due to errors or omissions but such changes shall be notified to the Guest as soon as possible and the Guest shall be able to cancel the booking if the amended price is significantly higher than the original price quoted.

### **23. Refundable Householder Deposits/Damage Deposits**

The Owner may collect a refundable household deposit and then, providing no damage or breach of letting conditions is reported, will refund these within 28 days of the end of the holiday.

### **24. Discrepancies**

This web site and these Booking Conditions replace and supersede all previous web sites and booking conditions, and in the case of any discrepancy between these booking conditions and the contents of any brochures/web site, these conditions shall prevail.

### **25. Personal Details**

Information you provide during your booking will be used only by the owner, their employees and agents for the purpose of facilitating your stay in the property and receiving feedback about that stay. Your information will not be shared with any third parties.

### **26. Governing Law and Jurisdiction**

The validity, construction and performance of this Agreement shall be governed by Scots' Law. The contract is formed in Callander, Scotland. The Clients and the Tenants submit to the exclusive jurisdiction of the Scottish courts.

These terms and conditions supersede all previous versions.