

All applications and bookings are subject to the following Booking Agreement.

## BOOKING AGREEMENT

1. **BOOKINGS.** Bookings will be confirmed subject to availability when a non-refundable deposit of 25% of the rent is received. In the event of a booking not being accepted, all monies will be refunded immediately. The owner shall have the right to refuse any booking.
2. **FINAL PAYMENT.** On confirmation of a booking the applicant is liable for the payment of the balance of the rent not less than 4 weeks before the start of the tenancy.
3. **METHOD OF PAYMENT.** Payment must be made in £ Sterling and may be made by cheque or debit / credit card. Please send cash by registered letter. To make payment by debit or credit card, please contact us by telephone.
4. **REPEAT BOOKING.** Priority will usually be given to tenants who are repeating their previous year's booking or request a holiday of two or more weeks.
5. **NUMBERS.** Excluding babies in cots, the number of people sleeping in the property and its grounds must never exceed the number shown as the maximum in the Cottage description.
6. **DURATION AND TIMES OF LETTING.** During the season, lettings are normally from Saturday to Saturday and commence no earlier than 4pm on the first day of the tenancy and end no later than 10am on the day of departure. Any Exceptions must be made by prior arrangement with the owner. If the tenant is unable to arrive at the property by midday on the day following the holiday start date, the tenant must advise the owner of the intended late arrival. At the discretion of the owner, failure to arrive by midday on the day following the hire and failure in those circumstances to advise the owner, constitutes cancellation by the holidaymaker.
7. **LINEN.** All linen is provided free of charge
8. **FUEL AND ELECTRICITY** is included in the rent.
9. **PETS.** Pets are admitted only under the following conditions:
  - a. Animals must not be allowed onto beds, sofas or chairs and must never be left alone in the cottage, even for a short while.
  - b. Dogs must not be allowed to roam on at will and should have their own bedding and feeding bowls.
  - c. Pets must be accompanied and under control at all times whilst outside and in particular must not be allowed to foul lawns.
  - d. A charge of £20 per pet is payable.

THE TENANCY confers upon tenants the rights to occupy for a holiday within the meaning of the Housing (Scotland) Act 1988

#### 10. THE TENANT AGREES:

- a. To accept the property as it is equipped at the commencement of the hire.
- b. To take great care of the property and its contents and leave them in a clean and tidy condition.
- c. That the tenant shall be liable to owner for any loss, costs, expenses or any claims arising from any damages caused to the property and/or its contents by deliberate or negligent act or omission of the tenant or any person in his party. If, as a result of such damage, the property or any of its contents need to be repaired, or any of the contents need to be replaced, then the tenant shall be responsible for the reasonable costs of doing so.
- d. To permit the owner or agents reasonable access to property.
- e. Not to part with possession of the property, nor to share it, except as previously agreed with the owner or his agents.
- f. That the owner or agent is not responsible for any loss or for damage to any belongings or injuries sustained by a member of the party.

11. **CANCELLATION.** Should you have to cancel your booking the full rent remains payable if the accommodation is not re-let. However, as a matter of course, every effort to re-let the property will be made, but the right is reserved to charge an administration fee of 10% of the rent. Most insurance companies will quote for a cancellation insurance.

12. **NON-AVAILABILITY OF PROPERTY.** If for any reason beyond the owner's control (e.g. fire damage) the property is not available on the date booked, every effort will be made to find acceptable alternative accommodation. In the event that this is not possible, all rent and other charges paid by the applicant will be refunded in full. The owner shall not be liable for any loss, expense, inconvenience or otherwise resulting in such unavailability and the applicant shall have no further claim against the owner or his agents.

Submission of a deposit and/or final payment will be deemed to be acceptance of the terms and conditions of this Booking Agreement. The paragraphs of this Booking Agreement shall operate on the basis that the terms and conditions shall be severable so as to have effect separate and distinct rights, provisions and obligations independently of the others. In provisions in terms of the Unfair Contract Terms Act 1977 or similar legislation, the unenforceable provision shall not affect the validity of the remaining portion of these terms and conditions, which remain in force as if the unenforceable provision had been eliminated.

The terms of this Booking Agreement shall be construed and governed in all respects with the Law of Scotland.