

## **Terms & Conditions**

### **Deposits**

1 nights accommodation as deposit of cost is required to secure booking dates. Payment can be made by personal cheque, credit card, BACS or bank draft.

Credit card payments can be made by Paypal this incurs a 3.4% booking charge by them.

BACS - on request

Bank draft - payable in GBP only

Please contact me if you would like to pay in Euros and arrangements can be made.

Person booking must notify me of their home address and contact number when sending the deposit.

Acknowledgement and confirmation can then be sent.

This can also be processed by email, but a home address is required for my records.

### **Final Balance**

Your final balance is payable 4 weeks before the start of your stay. An invoice will be sent by email for your remittance.

### **Cancellation Charges**

More than eight weeks prior to arrival - 10% of booking cost

Less than eight weeks prior to arrival - 20%

4 weeks or less prior to arrival - 100%

(Applicable to bookings of 5 days and over)

Personal holiday insurance is recommended to cover cancellation. You are also responsible for your own insurance to cover any loss/damage of personal belongings during your visit.

### **Additional Charges**

The price quoted for your stay includes your accommodation for the dates confirmed, weekly linen and towels, all utility charges for electricity and gas.

If however you would like additional linen and towels and exceed the estimated amount prepaid for electricity, an additional charge will be requested.

1. The property, known as The Broughton, is offered for holiday rental subject to confirmation by Moira Baillie to the renter.

2. To reserve the Property, the Renter should complete and sign the booking form and return it together with payment of the initial non-refundable deposit of 1 nights accommodation.

Following receipt of the booking form and deposit, the Owner will send a confirmation by email.

This is the formal acceptance of the booking.

3. The balance of the rent together with the security deposit (see clause 5) is payable not less than four weeks before the start of the rental period.

If payment is not received by the due date, the Owner reserves the right to give notice by email that the reservation is cancelled.

4. The Renter will remain liable to pay the balance of the rent unless the Owner is able to re-let the Property. In this event, clause 6 of these booking conditions will apply.

Reservations made within four weeks of the start of the rental period require full payment at the time of booking.

5 A security deposit of £100 for the rental period is required in case of, for example, damage to the property or its contents. This will be provided on a separate cheque.

However, the sum reserved by this clause shall not limit the Renters liability to the Owner.

The Owner will account to the Renter for the security deposit and refund the balance due within one week after the end of the rental period.

6. Subject to clauses 2 and 3 above, in the event of a cancellation, refunds of amounts paid will be made if the Owner is able to re-let The Flat, and any expenses or losses incurred in so doing will be deducted from the refundable amount.

The Renter is strongly recommended to arrange a comprehensive travel insurance policy (including cancellation cover)

and to have full cover to the party's personal belongings, public liability etc, since these are not covered by the owner's insurance.

### **Check In/Check Out**

7. The rental period shall commence at 3pm. on the first day and finish at 10.00 am on the last day. These times however, can be flexible depending on previous and future guests.

9. The Renter agrees to be a considerate tenant and to take good care of The Flat and to leave it in a clean and tidy condition at the end of the rental period

The Owner reserves the right to make a retention from the security deposit to cover additional cleaning costs if the Renter leaves the Flat in an unacceptable condition.

10. The Renter shall report to the Owners without delay any defects in The Flat or breakdown in the equipment or appliances in The Flat, and arrangements for repair and/or replacement will be made as soon as possible.

There will be a charge for Loss of keys as we will have to change locks.

11. The Owner shall not be liable to the Renter: - for any temporary defect or stoppage in the supply of public services to The Flat, nor in respect of any equipment, appliance in the Flat,

For any loss, damage or injury which is the result of adverse weather conditions, riot, war, strikes or other matters beyond the control of the Owner.

For any loss, damage or inconvenience caused to or suffered by the Renter if the Flat shall be destroyed or substantially damaged before the start of the rental period and in any such event, the Owner shall, within seven days of notification to the Renter, refund to the on 27 June.

### **Complaints**

The Renter also agrees not to act in any way that would cause disturbance to those resident in neighbouring properties.

If a serious complaint is received, or in the event of a dispute, we have the right to terminate your stay without notice.

## **BOOKING CONDITIONS FOR THE RENTAL OF THE BROUGHTON**

12. Under no circumstances shall the Owner's liability to the Renter exceed the amount paid for the rental period.

This contract shall be governed by Scottish law in every particular including formation and interpretation and shall be deemed to have been made in Scotland.

Any proceedings arising out of or in connection with this contract may be brought in any court of competent jurisdiction in Scotland.

### **Letting Type:**

**By acceptance of these letting conditions, the occupants acknowledge the property is let on the basis of Section 12(2) and Paragraph 8 of Schedule 4 of the Housing (Scotland) Act 1988. Whereby a tenant has the right to occupy the property for the purpose of a holiday only and whereby there will be no security of tenure created within the terms of the said Act.**