

TERMS AND CONDITIONS

1. DEFINITIONS

The Owner:	Sheila Lilley
The Client:	The person(s) entering into the Booking Contract with the Owner
The Property:	West Gallaton Farmhouse, Stonehaven, AB39 2TU
The Contract:	The Contract for short-term holiday rentals of the Property is between the Owner and Client and will comprise: the completed online Booking Request form with acceptance of these Terms and Conditions, and payment of the Deposit.

2. PAYMENT

A Deposit of 25% of the rental fee is payable if the booking is made more than 6 weeks before the start of the rental. The balance shall be payable on the due date, which is 6 weeks before the commencement of the rental. Non-payment of the balance of the rent on or before the due date shall be construed as a cancellation of the contract by the Client. For bookings made less than 6 weeks before the commencement of the rental the total fee is payable.

3. CONFIRMATION

Upon payment of the Deposit together with a completed Booking Request Form, a Booking Confirmation email will be sent to the Client. Information such as directions, key collection and any other information required for a particular Booking will be sent after payment of the balance.

4. CANCELLATION

Any cancellation made by the Client for whatever reason shall be, in the first instance by calling the Owner to advise of the cancellation. This should then be confirmed in writing. On receipt of notice of cancellation, the Owner will seek to re-let the property for the period of booking. If the Owner succeeds in re-letting the property for the whole period all monies paid will be refunded, less an administrative charge of £50 or 10% of the full booking price whichever is the greater. If the Owner only succeeds in re-letting the property for part of the period booked, the refund will be an amount equal to the money paid less (1) the rental for the period which is not re-let and (2) an administrative charge of £50 or 10% of the booking price whichever is the greater. If the Owner is unable to re-let the property at all then all monies paid by the Client shall be forfeit to the Owner.

5. CHANGES OF DATE

The Owner may consider a request from a Client to change the dates of the booking after confirmation has been issued. Agreement will be given subject to all of the following conditions being met: (1) the new dates are available (2) the request is received more than 6 weeks away from the start of the booking (3) if the rental fee is higher than the period originally booked, the difference must be paid. No refund will be made if the fee is lower.

6. EQUIPMENT AND LINEN

The house is fully equipped for five people. The rental fee includes linen, towels, heating oil, electricity and a basket of logs. Extra logs can be purchased by arrangement.

7. PERIOD OF HIRE

Rentals commence, unless otherwise notified at 3.00 pm on the day of arrival and terminate at 10.00 am on the day of departure. The Property is normally let on a weekly basis from Friday to Friday, unless a shorter or longer let has been arranged with the Owner.

8. NUMBER OF PERSONS USING THE PROPERTY

The number of persons occupying the property must not exceed 6 (six). The Owner reserves the right to refuse entry to the entire party if this condition is not observed.

9. COMPLAINTS

Should there be any cause for complaint during the occupation of the property it must be notified promptly to the Owner and in case of serious problems, confirmed in writing.

10. BREAKAGES OR DAMAGE

A security deposit of £100 is required in case of, for example, damage to the property or contents. However, the sum reserved by this clause shall not limit the Client's liability to the Owner. The deposit should be paid six weeks prior to arrival and will be held in a non-interest bearing account and refunded to the Client by the Owner within one week of the end of the Booking, less any deductions for loss suffered by the Owner as a result of a breach of the Booking Contract by the Hirer. Please report accidental damage or breakage to the Owner promptly if and when it happens.

11. CARE OF THE PROPERTY

The Client shall take all reasonable and proper care of the property and its furniture, pictures, fittings and effects in or on the property and leave them in the same state of repair and condition and in the same clean and tidy condition at the end of the rental period as at the beginning. The Owner reserves the right to make a retention from the security deposit to cover any cleaning costs if the Client leaves the Property in an unacceptable condition. **The property is no smoking throughout, including e-cigarettes.** The client shall ensure that rubbish is placed in the bins provided and that the client's use of the property shall not cause annoyance or nuisance to neighbours.

12. PETS

Pets are only permitted when prior permission has been given by the Owner. There will be a charge of £20 to cover additional cleaning, which must be paid with the deposit. If a pet is permitted the Client will:

- ensure that the pet is kept under strict control at all times
- ensure the pet is not allowed upstairs in the Property
- ensure the pet is not permitted on any items of furniture
- be responsible for removing all pet excrement from the grounds of the Property and surrounding area

Registered guide and support dogs belonging to those with visual and/or hearing impairments are allowed in the Property at no extra cost. Details must be provided when reserving the Property.

13. LIABILITY

The Owner shall not be liable to the Client or third parties for any accident, damage, loss, injury expense or inconvenience, which may be suffered, incurred, arise out of, or in any way connected with the rental. If the property becomes unavailable or unusable for some reason prior to the date of a booking, then the Owner's obligations will be to (1) use their best endeavours to find a suitable alternative property, or failing which (2) to reimburse the Client for any monies paid. No further liability shall attach to the Owner whatsoever.

14. RIGHT OF ENTRY

The Owner or Owner's agent shall be allowed and provided with the right of entry to the property at all reasonable times for purposes of inspection or to carry out any necessary repairs or maintenance.

15. BROCHURE & WEBSITE DETAILS

Every effort will be made by the Owner to ensure that the particulars of the property as they appear in any brochures or websites are accurate. Nevertheless, on occasions there may have been a change of circumstances and the information cannot always be up to date. The Owner accepts no liability for any such changes or inaccuracies.

16. JURISDICTION

The Booking Agreement is subject to the sole and exclusive jurisdiction of Scottish law and Scottish courts.