

TERMS AND CONDITIONS

1. DEFINITIONS

The Owner: Sheila Lilley

The Guest: The person 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 Guest and will comprise the completed Booking Request Form with acceptance of these Terms and Conditions, and payment of the Deposit.

Once a booking has been confirmed, a Contract has been entered into. The person whose name appears on the Booking Form agrees to take full responsibility for ensuring that all the following Conditions of Let are adhered to by all members of the party.

2. PAYMENT

A deposit of 25% of the rental fee is payable at the time of booking, with the balance payable six weeks prior to the arrival date. If a booking is made less than six weeks prior to arrival, the full rent is payable at the time of booking. Failure to pay any rental charges will result in the Owner treating the property as available for re-letting.

3. CANCELLATION

Any cancellation by the Guest shall be made to the Owner in writing. If the Owner succeeds in re-letting the property:

- at the full rate: a full refund, less a discretionary administration fee, will be made.
- at a lesser rate: a partial refund will be made pro rata.

If the owner is unable to re-let the property:

- for cancellations received up to 2 weeks before the booked dates: all monies paid, less the deposit, will be refunded.
- for cancellations received within 2 weeks of the booked dates: no refunds will be given.

The deposit may be transferred to a new Booking at the Property for a different date within 12 months of the original Booking date, subject to availability.

To safeguard against cancellation charges or other unforeseen eventualities, all Guests should consider taking out cancellation insurance.

Should the Property, subsequent to booking, become unavailable through any cause, the Owner's liability is limited to the repayment of any monies already paid.

4. NUMBER OF PERSONS

The number of people occupying the property must not exceed 6 (six), unless by prior consent with the owner. The lead Guest must be aged 18 or over.

5. PETS

Pets are only permitted when prior permission has been given by the Owner. Only house-trained and well-behaved pets will be permitted. If a pet is permitted the Guest agrees to:

- accept liability for any damage or excessive cleaning, for which a retention may be made from the Good Housekeeping deposit
- ensure that the pet is kept under strict control at all times
- not leave the pet alone at any time, either inside or outside
- remove animal hairs from carpets and flooring
- not allow pets upstairs, or up on the furniture
- remove any fouling

6. LIABILITY

The responsibility for personal property of Guests occupying the Property is solely theirs. All vehicles are left at the Guests' risk. Also, Guests agree to absolve the Owner of any responsibility for any accident or mishap to persons or property whilst on the premises or whilst engaged in any activity therein, or from any illness or injury arising from any cause whatsoever.

The Property is to be used solely as self-catering accommodation and the Guest accepts the Owner's right to refuse to hand over the property to any person deemed unsuitable to take charge. Causing a nuisance or disturbance to neighbours or unreasonable behaviour by any member of the party may result in the Owner asking guests to leave.

7. RIGHT OF ENTRY

The Owner or Owner's agent shall be granted access to the property at all reasonable times.

8. CARE OF THE PROPERTY

Guests 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 property is no smoking throughout, including e-cigarettes.** The Guest shall ensure that rubbish is placed in the bins provided and that the Guest's use of the property shall not cause annoyance or nuisance to neighbours.

Guests are responsible for shutting and locking all exterior doors and windows and securing the property when absent or sleeping. Guests are also responsible for minimising any fire risk.

9. GOOD HOUSEKEEPING DEPOSIT

A good-housekeeping deposit of £100 is payable for all Bookings, to cover any excessive cleaning or damage to the property or contents, other than damage due to fair wear and tear. The sum reserved by this clause shall not limit the Guest's liability to the Owner.

This deposit must be paid prior to arrival and will be refunded to the Guest by the Owner within one week of the end of the Booking, less any deductions for loss suffered by the Owner.

All accidental damage or breakages must be reported to the Owner immediately.

10. PERIOD OF HIRE

Rentals commence, unless otherwise notified, at 15.00 on the day of arrival and terminate at 10.00 on the day of departure. Failure to vacate promptly may incur a penalty charge.

Guests agree not to sub-let or re-assign the property to another person or persons without the owners' permission.

11. BROCHURE & WEBSITE DETAILS

Every effort has been 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.

The property let is to be used for the purposes of a holiday let, as prescribed by the Private Housing (Tenancies) (Scotland) Act 2016, Schedule 1, paragraph 6. The booking agreement confers a right to occupy the accommodation for the agreed period only.

This Contract is subject to the sole and exclusive jurisdiction of Scottish law and Scottish courts.