

West Gallaton Farmhouse Booking Terms and Conditions

Contract: The Contract for a short-term holiday rental will be between the owners of West Gallaton Farmhouse (referred to as "us", "we", "owners") and the person making the booking and all members of the holiday party (referred to as "you", "your", "guests") under the following booking conditions. Scottish law will govern the Contract. The Contract will be subject to these booking conditions and must be complied with. The person whose name is on the booking form (referred to as the "Responsible Person") agrees to take full responsibility for ensuring that all the following Terms and Conditions are adhered to by all members of the party. The Responsible Person must personally stay at the accommodation throughout the holiday and be at least 18 years of age at the time of booking. The names, addresses and ages of all members of the party must be shared with the owners on request.

A contract shall only exist when the deposit or full payment has been received, and a booking confirmation has been sent showing the confirmed dates.

Payment: Bookings are confirmed on receipt of the signed booking form and payment of the 25% deposit of the rental fee. The balance of the rental will be due for payment four weeks before the arrival date. If full payment has not been received four weeks before the arrival date, we will assume that you wish to cancel. If the booking is made within four weeks of the arrival date, then full payment will be due at the time of booking. Entry to the property will not be allowed without payment, in full, being cleared beforehand.

Good Housekeeping Deposit: A good-housekeeping deposit of £150 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 owners. This deposit must be paid prior to arrival and will be refunded 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 owners immediately.

Cancellation: Cancellations must be immediately notified to us by email. All guests are strongly advised to take out appropriate insurance to cover any cancellation costs. If you choose not to, then you accept responsibility for any losses you may incur due to your cancellation.

For cancelled dates successfully re-let at the full rate, a refund for those dates will be made. For dates re-let at a reduced rate, the difference between the rates shall *not* be refunded. If the owner is unable to re-let the property, and the cancellation was received up to 2 weeks before the arrival date, all monies paid, less the deposit, will be refunded. For cancellations received within 2 weeks of the arrival date 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.

Accuracy of Details: All website listings are as accurate as possible but cannot be warranted, nor do the descriptions form any contract. Whilst every effort is made to ensure accuracy of property descriptions and images, the facilities and services may alter. We reserve the right to alter or improve any of the subjects without notice.

Force Majeure (circumstances beyond the control of the owner): If for any reason *we* have to cancel your booking in advance due to circumstances beyond our control, eg fire, flood, exceptional weather conditions, epidemics, damage to the property, loss of power/water ("force majeure") you will be refunded the full amount of the booking. If we have to terminate your holiday early for the above reasons you will be refunded part of the lodging costs based on the time remaining of the booking. This will be the full extent of the liability of the owners. No additional compensation, expenses or costs will be payable.

Shortcomings: Every effort is made to ensure that you have an enjoyable stay. However, if you have any problem or cause for complaint, it is essential that you contact us *immediately* to give us the chance to resolve it. We value your custom and want you to return. We are on site and will do our best to resolve any problem. We cannot accept liability in relation to any shortcomings or claim of whatever nature if you fail to notify us of any complaint or claim during your stay. Most problems are easily and quickly resolved. If we are not given the opportunity to resolve the issue at the time of your visit, we will not consider a request for refund/remediation following departure.

Right of Entry: We shall be allowed reasonable right of entry to the property at all reasonable times for purposes of inspection or to carry out any necessary repairs or maintenance.

Occupancy: Occupancy shall be from *15.00 on the day of arrival to 10.00 on the day of departure* – unless special arrangements have been made. Late departure may incur a penalty charge.

The total number in your party shall not exceed 5 (five), with the exception of babies under 2 (two) years. We reserve the right to refuse to hand over accommodation to any person who, in our opinion, is not suitable to take charge of it. If, in our opinion, any person is not suitable to continue the holiday because of unreasonable behaviour, or damage to property, the Contract may be terminated. In this event no refund will be due.

The property is let for the purposes of a holiday let to which paragraph 6 of schedule 1 of the Private Housing (Tenancies) (Scotland) Act 2016 applies. The booking agreement confers the right to occupy the accommodation for the agreed period only. You undertake to use the property solely for its purpose as self-catering accommodation and to accept the Owner's right to refuse access to the accommodation to any person, whether the Responsible Person or guest of the Responsible Person, deemed unsuitable. Causing a nuisance or disturbance to neighbours or any unreasonable behaviour may result in the Owner requiring the Responsible Person or their guests to leave West Gallaton Farmhouse.

Care of the Property: We expect guests to treat the property with the same respect that they would with their own home. On departure, you are requested to leave the accommodation in a clean and tidy condition. The property will be inspected at the end of your stay, and you will be charged for any loss, damage or extra cleaning costs.

Pets: Well-behaved, house-trained pets are welcome, when prior permission has been given by the owners. The lead guest is responsible for the behaviour of pets and must comply with the Dangerous Dogs Act 1991. Pets are not allowed upstairs or up on the furniture. They must be kept under strict control, particularly around livestock. Fouling must be removed without delay. Any damage caused by pets will be charged for.

Vehicles: Your vehicles and their accessories and contents are left entirely at your risk. We will not be responsible for any loss or damage from or to any vehicle from any cause whatsoever other than in the case of negligence of the owners. Domestic electric vehicle chargers are not suitable for use at the property and are strictly forbidden. You are liable for any damage or loss suffered by us due to your unauthorised use of domestic chargers.

Liability: As far as the law allows, we shall not be liable to you or your party for loss, damage or injury to you or any of your party or your/their property or vehicles as a consequence of this agreement or the occupancy following thereon. You indemnify us against loss, damage or injury sustained to the property or any persons as a result of any breach of these conditions or arising from the fault of you or any member of your party. You are strongly recommended to take out appropriate personal insurance for your holiday.

General: In the event that any individual term or clause stated in these Terms and Conditions of Let is not permissible by law, the remainder of the agreement shall remain valid.

Short-Term Let Licence: AS00288F | **EPC Rating:** D | **Maximum Occupancy:** 5