

## DRIFT COTTAGE TERMS AND CONDITIONS

### BOOKING TERMS AND TERMS OF HIRE

#### 1. DEFINITIONS:

In these booking conditions and terms of hire the following terms will have the following meanings: "The Owner"- the owner of the property Mr Neil Arthur, Drift Cottage, The Brae, Lamlash, Isle of Arran, KA27 8NA .

The hire of the property for the period specified in the booking contract; "the booking contract" – the contract between the Owner and the Hirer comprising the online or telephone booking and these booking terms and terms of hire;

"Hirer" the person or persons entering into the booking contract with the owner;

"The deposit" – being £150 which will be deducted from the final balance for the total hire charge;

The total hire charge; "hire charge" – the amount payable for the hire of the property as specified in the tariff or as agreed with the owner;

In the online or telephone booking; "the Owner"- the owner or owners of the Property;

"The Property" - the property identified in the booking contract; and "property description" – the Description of the Property on the websites of the Owner or one of their Agents;

#### GOOD HOUSE KEEPING DEPOSIT.

A good housekeeping deposit of £150 is required to be paid when the final balance is paid. This deposit will be refunded into the Hirer's bank account with 1 week of the end of the hire.

**This security deposit is simply a bond requested in good faith to cover any major damage to the fabric and fittings and or any acts or incidents as defined in the Terms and Conditions. Please do not concern yourself with minor accidental breakages to dinnerware and glasses etc.**

#### 2. BOOKINGS:

- Booking Your Holiday Online: A Hirer can check availability and reserve the Property either online a [info@driftcottagearran.co.uk](mailto:info@driftcottagearran.co.uk) by email or by Telephoning the numbers listed on the website.

- Deposit:

A reservation of a property only becomes a confirmed booking when payment of the deposit of £150 forming part of the total hire charge is received. If a booking is made more than 6 weeks before the start date of the booking, the deposit must either be paid when the Property is reserved or within 3 days of the reservation. Bank transfer will be the normal method of payment however a cheque maybe accepted by arrangement with the Owner.

If payment of the deposit is not made within 3 days of the reservation confirmation the Booking will automatically be cancelled.

• Balance/Full Payment:

The balance of the total hire charge is payable no later than 6 weeks before the start of the booking. The date by which the balance of the hire charge is to be paid shall be clearly stated on the acceptance of the booking, and no reminder will be sent. If a booking is made less than 6 weeks before the start of the booking then payment of the full hire charge is required within 3 days of the date the reservation of the Property is made. Payment must be in pounds sterling and any bank charges incurred must be paid by the Hirer, e.g. charges relating to payments from overseas or credit card charges.

### 3. AUTHORITY TO SIGN:

By completing the booking application the Hirer confirms that: he/she

has the authority to accept these booking terms and terms of hire on behalf of all persons included in the booking including those that may be substituted at a later date to the effect that all persons occupying the Property during the booking will be bound by and will implement the booking contract; he/she is over 21 years of age and is one of the persons who will be occupying the Property for the total duration of the booking period; and he/she will be responsible for all persons occupying the Property during the booking.

### 4. ELIGIBILITY:

The Owner and their Agents will not be required to accept a booking for the Property from groups of single persons who are all under the age of 25.

### 5. HOUSEKEEPING:

The hirer is responsible for the condition of the property and its entire contents during the hire period, fair wear and tear accepted. The hirer will make good any damages or loss and leave the property and contents in a clean and tidy condition. The person held responsible for the hiring party will be the person who made the booking. The owner reserves the right to make a charge for extra cleaning if the property is not left in a clean tidy satisfactory condition.

A charcoal/wood burning kettle barbeque is available for use. It is the Hirers responsibility to ensure that the Barbeque is cleaned thoroughly after use as this is not the job of the Cleaner. The choice to use this equipment is strictly the choice and responsibility at the risk of the Hirer

and the Owner or his Agents will not accept responsibility for any accident or injury occurring through its use.

#### 6. CANCELLATION BY THE HIRER:

If a Hirer cancels a confirmed booking at any time then the deposit will be forfeit. If a Hirer cancels 6 weeks prior to arrival then a 50% refund of the rental balance may be redeemed from the Owner. If a Hirer cancels between 1 to 6 weeks prior to arrival then a 20% refund of the rental balance may be redeemed. It is recommended that Hirers insure themselves against the risk of unplanned cancellation on their part.

#### 7. OCCUPANCY:

The number of persons occupying the Property must not exceed the number stated in the property description (6) with the exception of Infants. If the maximum number of occupants is found to exceed the permitted number the Owner will be entitled to request the Hirer to immediately leave the Property. The Hirer will not be entitled to any refund of the hire charge in these circumstances.

#### 8. SUITABILITY OF HIRER:

The Owner may decline to hand over the Property if the Owner has justifiable grounds to believe that the Hirer or any of the persons included in the booking contract are not suitable to occupy the Property. If any booking is cancelled for this reason the hire charge will be immediately refunded to the Hirer. The Hirer will not be entitled to any compensation or damages for cancellation of the booking for this reason.

#### 9. PERIOD OF HIRE:

The Property is let on a weekly basis from Saturday to Saturday 3.30pm on the date of arrival until 10 am on the date of departure unless otherwise stated in the property description, or unless agreed otherwise at the time of booking.

#### 10. EQUIPMENT AND LINEN:

The Property is furnished and equipped for the number of persons permitted to occupy the Property as stated in the property description (6) excluding an Infant. Major items of domestic equipment are listed in the property description. Details of equipment in the property description were correct at the time the property description was prepared. The Property is supplied with bed linen & dish towels. **Bath and hand towels can be supplied on request at an additional small cost.**

#### 11. PETS:

**No pets are permitted at the Property, with the exception of registered guide and support dogs belonging to those with visual and / or hearing impairments. Details must be provided by the Hirer when the Property is reserved.**

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## 12. HIRER'S OBLIGATIONS:

The Hirer will;

- Pay for all charges if not included in the booking.
- Take good care of the Property and its contents and leave the Property and its contents in a clean and tidy condition.
- **Please ensure that the dish washer is emptied and all pots, pans, oven trays and dinnerware and glasses are washed dried and placed in the kitchen cupboards on vacating the property.**

### **NO SMOKING:**

**Ensure that strictly NO SMOKING is allowed in the property and this includes the use of E Cigarettes and devices**

**Ensure no form of cloths or wipes or sanitary products are flushed down the toilets or sinks.**

### **(Toilet paper only)**

- Inform the Owner of any damage or breakages and pay the Owner at the end of the booking for any breakages or damage to the property and its contents caused by the Hirer (reasonable wear and tear and breakage of glasses or plates etc. excluded)
- Allow the Owner and the Agent (with or without workmen) access to the property at reasonable times and with reasonable notice (other than emergencies) for inspection purposes to carry out any repairs or maintenance. (routine maintenance and repairs will not be carried out during the hire period)
- Not cause undue noise or disruption or become a nuisance to the occupants of any neighboring properties;
- Not use the property for any purpose other than that of a private holiday residence;
- Not alter the property or its contents or remove any contents from the property; return all sets of keys to the Property in accordance with the instructions given by the Owner or their Agent.
- Not use any flammable materials, fireworks or candles in or on the Property;
- Keep the Property secure when out.

- Comply with any specific conditions and restrictions relating to the Property and/or its contents contained in the property description and in any instructions held in the property including ensuring the waste bins are put out for emptying / collection on the day specified.
- A Charcoal/wood burning Kettle Barbeque is available for use. It is the Hirers responsibility to ensure that the Barbeque is cleaned thoroughly after use as this is not the job of the Cleaner. The choice to use this equipment is strictly at the risk and responsibility of the Hirer and the Owner or his Agents will not accept responsibility for any accident or injury occurring through its use
- Put the emergency key back in the key safe!

### 13. COMPLAINTS:

Any complaint or problem relating to the property should immediately be notified to the Owner or any caretaker or key holder identified in the booking acceptance so that an opportunity is given to rectify the problem or deal with the complaint. No refund will be considered if the Owner has not been given the opportunity to rectify any problem during the booking. It is very important to the Owner that you enjoy your holiday at Drift Cottage and every effort has been made to ensure this.

### 14. LIABILITY OF THE AGENT:

The agent acts as local representative of the owner and when the hirer books a property the booking contract is made between the owner and the hirer. The agent has no liability for implementation of the booking contract or for the acts or omissions of the owner or other person or party represented or employed by the owner. The agent has no liability for the condition of the Property and /or the contents of the Property whom are the sole responsibility of the Owner.

### 15. HOLIDAY LETTING:

By entering into the booking contract the hirer agrees that the booking contract confers a right to occupy the property for a holiday only and is not an assured tenancy by virtue of the provisions of the Section 12 (schedule 4 paragraph 8) of the Housing Scotland Act 1988.

### 16. CHANGES IN BOOKING TERMS AND TERMS OF HIRE:

The booking conditions and terms of hire and the property description are correct at the time when published. Unforeseen circumstances and changes in the law may require the owner to make changes to these terms and conditions and/or the property description. The property website **[driftcottagearran.co.uk](http://driftcottagearran.co.uk)**

will have the latest version of these terms and conditions and the property description. A copy of the latest version of these terms and conditions and/ or the property description can be provided on request.

### 17. GOVERNING LAW AND JURISDICTION:

The owner and the hirer agree that the booking contract shall be governed by and construed in accordance with the laws of Scotland and the owner and the Hirer agree to submit to the exclusive jurisdiction of the Scottish Courts

18. TRAVEL INSURANCE IS RECOMMENDED

EMERGENCY CONTACT

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