

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 ` 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 within 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 at 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 25 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.

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). 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 3.00pm on the date of arrival until 9:45 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). 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.

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 neighbouring 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.
- 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 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

19. COVID / OR OTHER INFECTIOUS DISEASE.

In order to protect you your family, the guests occupying after you leave and our housekeeper. By acceptance of these terms you understand and confirm that all persons in your party will observe and comply with the following

- Please comply with all guidance from the Scottish Government current the time of your rental.
- Please keep Drift Cottage clean and tidy and regularly clean all areas of high use (kitchen, bathrooms, door handles, light switches, TV Remote). Cleaning products are supplied for this purpose.
- Please do not allow anyone other than your booked party into the Property for any reason with the exception of tradesmen by arrangement for any emergency repair.

On departure day

- To limit risk to our housekeeper, please take a few minutes to strip all beds of duvet covers/sheet/pillow cases and leave in a black plastic bag which you will find in the bottom drawer of the wardrobe in the master bedroom.
- Please wipe down kitchen surfaces and bathrooms.
- Wash and dry all crockery and kitchen ware and replace in kitchen cupboards.

If any member of your party develops COVID-19 symptoms please self-isolate immediately (as per Scottish Government Advice) and seek a test locally by calling the Arran Medical Group 01770 600516 or NHS Inform on 111.

Travel on public transport including the ferry is prohibited for persons with suspected or confirmed Covid-19 unless under strict medical supervision.

In the event that you have to self-isolate at the Property for any period you undertake to pay for the additional days for your accommodation pro rata as per the current tariff. The local health

management team will meanwhile seek alternative accommodation for you on the island and you must be prepared to accept and move to that accommodation as per their instructions.

Report any illness immediately to myself on 07919 531750 or by email info@driftcottagearran.co.uk

If guests who are occupying Drift Cottage in the period prior to your rental date report symptoms or confirm COVID-19 illness we will have to put the Property into quarantine and would therefore have to cancel your rental at short notice. In such circumstances we undertake to refund you in full for monies paid for your holiday rental only.

You accept and confirm that the owner and operator accept no liability if you or any of your guests contract COVID-19.

20 ELECTRIC VEHICLE/HYBRID VEHICLES

Please inform the hirer if you are travelling by electric or hybrid vehicle. There is currently no EV charging point at the Property, if you wish to charge such a vehicle directions will be given to public charging points. The charging of such vehicles from the domestic electricity system at the Property by vehicle manufactures cables or extension leads is strictly not allowed as this can overload the system and is a danger and safety hazard. The use of domestic electricity to charge EV is not included in your tariff.

EMERGENCY CONTACT

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