**Terms and conditions of Holiday Let of Stronefield Cottage**

The Contract of Holiday Let shall be between the hirer/tenant and the property owners. In these terms and conditions:

"Owner" means the owner of the property.

"Property" means the property that you reserve through us – Stronefield Cottage

"Tenant" means you the customer.

**LAW**

These terms shall be governed by and construed in accordance with Scottish law. In accepting these conditions you agree to submit to the exclusive jurisdiction of the Scottish Courts.

**THE HOUSING (SCOTLAND) ACT 1988**

Tenancy is defined by paragraph 8 schedule 4 “a tenancy the purposes of which is to confer on the tenant the right to occupy the house for a holiday” The length of the tenancy agreed on booking. In the event the tenant requires to be removed from this property, this will be enforced under Schedule 5 Ground 3 of this act.

**FORCE MAJEURE**

We shall not be liable for any loss, damage, effect on your holiday suffered by you due to events beyond our reasonable control with regard to our obligations to you. No compensation, expenses or any sums of any description shall be payable in these circumstances by us.

**LEGALITY OF CONSTITUENT PART OF CONTRACT**

Should any part of this contract be deemed out with enforceable law the constituent part shall not be deemed to form part of the contract. This shall not then effect the remainder of the contract.

**SIGNATORIES**

The tenant signing the booking form agrees that they are authorised to make this booking on behalf of all those who shall be renting the property - all parties must be named. The signatory must be over 18 years of age and agrees to take full responsibility for the property and the payment of any rental/fees or damages.

**BOOKINGS**

If booking more than six weeks in advance you are required to pay one quarter of the rental fee. Bookings at six weeks and closer to your chosen date require payment in full.

If no payment is made in either circumstances the owner reserves the right to cancel this booking. The owner is not bound to remind the client. The advance booking fee will then be forfeit.

**CANCELLATION**

Once a booking has been made and accepted a legally binding contract is entered into, and the tenant will be liable for payment of the full amount of rent. If it is possible to re-let the property for the period of cancellation, only 10% of the total rent will be kept, plus any special advertising expenses or agent's commission, and the balance of any money paid will be refunded. Cancellation must be made in writing. The date of cancellation is taken from the date of receipt by the owners of this written confirmation.

**GOOD HOUSEKEEPING BOND**

A deposit of £100 shall be levied. The total sum or part of this sum shall be forfeit should any damage to the property fitments furniture or equipment occur or should additional cleaning be required. The owner shall be the sole arbiter of the cost of reparation. The owner reserves the right to take further action through legal channels additional to this sum. Any damage/breakages should be notified to the owner at the end of the let.

**ELECTRICITY/GAS/INTERNET**

The first £30 of gas and electricity used during the rental is included in the booking fee. Any extra used will be charged at standard rates. The first 10Gb of data will be included in the rental – extra will be charged at £5/Gb

**INSURANCE**

The Tenant shall be responsible to take out their own Insurance for their own personal possessions and against cancellation etc.

**PETS**

One well behaved pet may be allowed on the premises through prior arrangement at a charge of £15.

**SMOKING**

Smoking will **NOT** be permitted **in** the cottage

**RIGHT OF ACCESS/INSPECTION**

Reasonable access should be allowed by the tenants to the owners/representatives of the owners. Reasonable notice shall be given by the owners/their representatives. When a situation could reasonably be considered an emergency no notice is required and access shall be allowed.

**TENANTS OBLIGATIONS**

The tenants agree to pay for any damage or loss caused by them or their party/guests. They shall inform the owner (in advance of tenancy) of any change/additions to named parties. Tenants shall not cause noise/nuisance to neighbours adjacent property. Tenants shall maintain the property and all fitments, furniture and equipment in the like state of repair and condition as at the time of commencement of tenancy.

**WITHDRAWAL OF PROPERTY.**

If the property becomes unavailable for rental the owners shall strive to give as much notice as possible and shall make effort to find alternative accommodation. The tenants shall be refunded their total rental fee (except under circumstance covered under force majeure). The owners do not accept any further claim for monies out with this sum.

**BREACH OF CONTRACT**

If the tenant breaches any area of this contract the tenancy shall be immediately rescinded. The owner shall reserve the right to enter the property in order to exercise this right. All persons named in the agreement will be required to leave the premises. In this case the owners will not be liable to make any payment to you and will retain rental and deposit monies (where damage has been caused).

**LIMIT OF LIABILITY**

We shall have no liability for any death or personal injury or for damage to or loss of your personal property occurring during the period of the holiday let.

**DATA PROTECTION AND PRIVACY**

Information provided on Booking Forms will remain confidential and will not be disclosed to a third party or used for any other purpose.

**RIGHT TO REFUSE BOOKINGS**

The owners reserve the right to refuse bookings.

**COMPLAINTS**

If you have a complaint about the property please contact the owner as soon as possible so that this can be rectified.