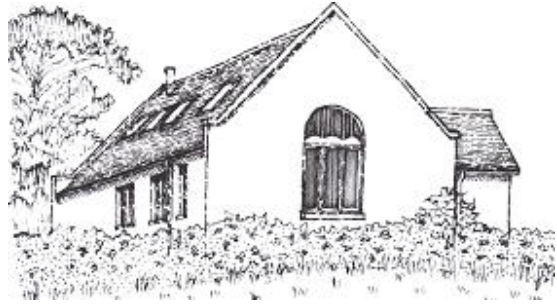


# The Old Church Holiday Cottage

## *Terms & Conditions*



### **1 HOLIDAY CONFIRMATION AND PAYMENT**

1.1 Upon the Property Owner issuing a holiday confirmation form for the property to the Holidaymaker, a binding contract shall exist between the Holidaymaker and the Property Owner subject to these terms & conditions.

1.2 Where the Property Owner has not received the balance of the holiday cost by the due date (i.e. 42 days before the start of the holiday), an overdue reminder letter will be issued to the Holidaymaker. If the balance is still not received, the Property Owner reserves the right to cancel the holiday booking and to keep the deposit paid by the Holidaymaker and the Holidaymaker shall have no claim against the Property Owner for compensation or reimbursement whatsoever.

### **2 CHANGES BY THE HOLIDAYMAKER**

2.1 Immediately upon receipt of the holiday confirmation from the Property Owner, the Holidaymaker should check the details and notify the Property Owner immediately of any corrections as soon as possible. The Property Owner reserves the right to charge a holiday booking amendment fee in such circumstances.

### **3 CANCELLATION BY THE HOLIDAYMAKER**

3.1 The holidaymaker should notify the Property Owner immediately and in writing of any intention to cancel the holiday booking. The cancellation only takes effect when the Property Owner has received written confirmation from the holidaymaker;

3.2 If the Property Owner is unable to re-let the holiday accommodation for the period of the cancelled holiday, all monies paid by the holidaymaker to the Property Owner (including any fees for pets) shall be forfeited to the Property Owner.

3.3 If the holiday accommodation is re-let, monies received by the Property Owner for the re-let holiday, less a fee equal to 10% of the cancelled total rental value, will be refunded to the holidaymaker within 2 weeks after the re-let holiday has taken place.

Due to financial regulations we cannot offer holiday cancellation insurance. Consequently holiday cancellation insurance is not provided by the Property Owner and is not included in the price of the holiday.

3.4 All holidaymakers are recommended to take independent advice on appropriate holiday insurance.

### **4 CANCELLATION OR CHANGES BY THE PROPERTY OWNER**

4.1 Once a binding contract exists, in the unlikely event of the Property Owner being unable to provide the holiday accommodation offered, the Property Owner shall use their reasonable endeavours to arrange alternative accommodation of an equivalent type and standard in a

similar location. If this is not acceptable to the Holidaymaker and the Holidaymaker so advises the Property Owner any monies paid by the Holidaymaker will be refunded.

## **5 LITERATURE AND WEB SITE ACCURACY**

5.1 Whilst to the best of the Property Owners knowledge the details described in the Property Owner's literature or web site were correct at the time of publishing, the Property Owner reserves the right to make alterations to the property at any time and shall endeavour to inform the Holidaymaker of any such alterations. Any alterations to the property will not degrade the property in any way.

5.2 The Property Owner cannot accept responsibility for any changes or closures to local area amenities or attractions mentioned in the web site or literature.

## **6 RESPONSIBILITIES OF THE HOLIDAYMAKER**

In agreeing to these Terms and Conditions the Holidaymaker confirms/agrees that they will:-

6.1 Ensure the holiday property is securely locked when not occupied during the holiday let

6.2 Use the property solely for the purpose of a holiday by the Holidaymaker and his/her party;

6.3 Limit the number of occupants to the number stipulated in the The Old Church web site, and the party to the list of people detailed on the booking request form. The holiday property owner reserves the right to refuse admittance to the holiday property where this condition is not observed.

6.4 Show due consideration for other parties. If the Holidaymaker abuses the property or displays dangerous, offensive or rude behaviour to the Property Owner/caretaker or any third parties (e.g neighbours), the Property Owner/caretaker has the right to ask the Holidaymaker to leave the accommodation before the end of the holiday.

6.5 In the event that the Holidaymaker does not fulfil his undertakings in Paragraphs 6.3 and 6.4 above, the Property Owner shall treat the holiday as being cancelled by the Holidaymaker and the Holidaymaker shall have no claim against the Property Owner for compensation or reimbursement whatsoever.

6.6 Allow the Property Owner or his representatives access to the property at any reasonable time during the period of the holiday;

6.7 Keep the property and all furniture, utensils, equipment, fixtures and fittings in or on the property in the same state of repair and condition as at the commencement of the holiday and to ensure that at the end of the holiday the property is left in the same state of order and cleanliness in which it was found. The Property Owner reserves the right to levy an additional charge for any extra cleaning required after the Holidaymaker's occupancy.

6.8 Report as soon as possible to the Property Owner any breakages or damage caused by the Holidaymaker during the holiday. The Property Owner reserves the right to make a claim against the Holidaymaker for repair or loss as a result of damage caused;

6.9 Notify all other members of the Holidaymaker's party of these conditions;

6.10 Arrive after 4 p.m. on the arrival day and to vacate the property by 10 a.m. on the day of departure unless prior arrangement has been agreed with the Property Owner.

## **7 PETS**

7.1 Pets are welcome at the property provided they are declared on the booking form, are well behaved, are kept under control at all times and do not cause a nuisance to neighbours. Pets are required to be kept downstairs and not have access to the bedrooms.

7.2 The Holidaymaker is liable for all damage caused by his/her pets. The Holidaymaker should remove all traces (inside and out) from the property of pet occupation before final departure. The Property Owner reserves the right to levy an additional charge for any extra cleaning or repairs required after the Holidaymaker's occupancy, over and above the weekly charge of £10 for dogs.

7.3 The Holidaymaker must not allow pets on beds or furniture within the property.

7.4 Other than pets which are caged (eg hamsters, birds etc), pets must not be left alone in the property at any time.

## **8 OTHER**

8.1 The Holidaymaker undertakes they he/she will absolve the holiday property owner of any responsibility for accident, damage, illness, injury or losses sustained while on the holiday property, however caused.

8.2 That any disputes shall be settled in accordance with Scots Law

8.3 It is the property owner's responsibility to prepare the property for your arrival. Should any problem or any cause for complaint arise, it must be reported immediately to the LOCAL REPRESENTATIVE or KEYHOLDER (as detailed on your travel directions) and the PROPERTY OWNER who must be given the opportunity to rectify the situation.

8.4 Written details of your complaint must be received by the property owner, within 7 days of the end of your holiday, who will investigate your complaint. This complaints procedure must be strictly adhered to. No inspection of the property will be made when other holidaymakers are in residence.