**"Hire Contract"** means the contract for hire of the Property as a holiday let for the Hire Period and which includes these Ts&Cs;

**"Hire Period"** means the length of time the Hirer may occupy the Property as a holiday let, as detailed in the booking made by the Hirer and accepted by the Agent.

**"Hirer"** means the person making and identified in the booking as such;

**"Owner"** means the proprietor of the Property as detailed in the title deeds for the Property and as more fully designed in the agency agreement between the Owner and the Agent; and

**"Property"** means the relevant property which is the subject of the Hire Contract.

**The Hire**

The Owner and Hirer agree that they have entered into the Hire Contract.

The Hire Contract gives the Hirer the right to occupy the Property as a holiday let for the Hire Period. The Owner and the Hirer agree that the Hire Contract does not constitute a Short Assured Tenancy within the meaning of the Housing (Scotland) Act 1998.

The Hire Period shall not exceed 4 continuous weeks. The Hire will be allowed to occupy the Property from 4pm on the first day of the Hire Period must vacate the Property by 10am on the last day of the Hire Period unless otherwise agreed. The Hire Period cannot be extended without the permission of the Owner or the Agent.

The Hirer must be one of the party staying in the Property for the Hire Period.

**Bookings**

Bookings must be made by a person over the age of 18. Bookings will not be accepted from groups of persons under the age of 21 without the prior written consent of the Owner and/or the Agent.

A booking deposit of 30% of the total booking fee is payable within five days of the provisional booking being taken.

The booking is taken on a provisional basis until the booking deposit has been paid in full, only after which does the booking become confirmed. Until the booking is confirmed, it can be cancelled by the Owner or the Agent at any time.

The balance of the total booking fee, along with any breakage deposit, is payable not less than 6 weeks prior to the commencement of the Hire Period. The £10 booking fee is collected with the balance payment.

Bookings made less than 6 weeks prior to the commencement of the Hire Period must be paid in full at the time of booking.

Failure to pay the deposit or balance of the booking fee in full by the due dates will constitute a cancellation of the booking by the Hirer.

An additional deposit in respect of breakages may (at the discretion of the Owner and/or the Agent) be payable prior to booking. Any breakages deposit required will be refundable subject to the provisions of Condition 8 below.

**Cancellations**

Cancellation insurance is not included in the booking fee and the Owner and the Agent strongly recommend the Hirer take out holiday cancellation insurance. In the event of a cancellation by the Hirer, the Agent will endeavour to re-let the Property and, if successful, a reasonable and proportionate refund may be made after deduction of a £30 administration fee, however, in circumstances where the cancellation is made less than two weeks before arrival, there will be no refund made.

**Cancellation by the Owner**

The Owner will endeavour to ensure that the Property is available for the dates booked. In the unlikely event the Property becomes unavailable and the Owner has to cancel the booking, the Agent will endeavour to find the Hirer and the Hirer’s party suitable alternative accommodation. If suitable alternative accommodation cannot be found, the Hirer shall be entitled to a full refund. The Owner and/or the Agent shall only be liable to return monies received. No compensation or consequential losses shall be paid.

**Property Description**

The Hirer accepts that the Agent grants no warranty in their description of the Property. Whilst every care is taken to provide an accurate description of the Property, alterations by the Owner are occasionally made to the Property and some aspects may change. The Hirer accepts that no refunds are available for such changes and that no liability attaches to the Agent for any such change.

The property is in a rural location and the Owner and the Agent offer no warranty as to availability of television, radio, Wi-Fi, mobile telephone, mobile data or any other communications service.

**Use of the Property**

The Property shall be used as a holiday let only and for no other purpose. The Hirer shall not use the Property for Stag (bachelor) or Hen (bachelorette) parties, except with the prior written agreement of the Owner or the Agent.

The Hirer undertakes that the Hirer’s party will not exceed the occupancy limit detailed in the description of the Property.

The Hirer undertakes not to sublet or grant any other rights of occupancy in respect of the Property at any time.

The Hirer undertakes that the Hirer and every member of his/her party shall act in a courteous and considerate manner in respect of their use of the Property throughout the Hire Period. The Owner and/or their Agent is entitled to insist that the Hirer, his/her party or any member of said party leave the Property without any refund if, in the reasonable opinion of the Owner or the Agent, the behaviour of the Hirer and/or his/her party is unacceptable.

Candles are not permitted in the Property save in the event of being required in an emergency.

The storage and/or use of fireworks are not permitted at the Property expect with the prior written consent of the Owner and/or the Agent.

**Property Condition**

The condition of the Property is at all times the responsibility of the Owner and the Hirer between them, in accordance with their rights and responsibilities set out in these Ts&Cs.

The Hirer accepts the accommodation in its current state at the commencement of the Hire Period and shall keep the Property clean and tidy.

The Hirer will make every effort to keep the Property, fixtures and fittings and all contents in the same state of repair and condition as at the start of the commencement of the Hire Period. Any accidental damage or breakages should be reported to the Owner prior to the end of the Hire Period.

The Hirer shall be liable to the Owner for any loss, costs, expenses or claims arising from any damage caused to the Property and/or its fixtures and fittings and/or its contents by the deliberate, wilful, negligent, or reckless act or omission of the Hirer or of any of the Hirer’s party (excepting fair wear and tear and minor breakages at the discretion of the Owner or the Agent). If, as a result of such damage, the Property and/or its fixtures and fittings and/or any of its contents need to be repaired or replaced, the Hirer shall be responsible for reimbursing the Owner’s reasonable costs of doing so.

Where required by the Owner, retention of any breakages deposit will be made for this purpose and communicated to the Hirer by the Owner or their Agent. The balance of any such breakages deposit will be returned to the Hirer after deduction of said reasonable costs and any amount due in excess of the breakages deposit will be payable by the Hirer immediately on being notified by the Owner or the Agent in writing.

**No smoking is allowed in the Property at any time.**

The Owner retains the right to make an additional charge for cleaning should the Property not be left in a similar condition to that at the start of the hire period detailed in the booking.

The Owner reserves the right for the Owner and/or their Agent to enter the Property at any reasonable time on giving reasonable prior notice (and at any time without notice in the case of an emergency) to inspect the Property and the Hirer’s compliance with these Ts&Cs.

**Pets**

Dogs and other animals are only allowed in the Property subject to the Owner's prior agreement. All pets must be house trained and the number and type of dogs must not exceed what was agreed with the Owner or the Agent.

Pets must not be left unaccompanied in the Property at any time and must not be allowed on the beds or furniture.

The Hirer shall be liable for all damage caused by his/her pet or any pet belonging to anyone who is part of or who is visiting the Hirer’s party.

A charge will be made for any additional cleaning required as a result of any pet(s) staying at the Property during the Hire Period.

The Owner and the Agent cannot be held responsible for any accident or injury to any pet(s).

**Additional Services**

Additional items or services such as bed linen may be available by contacting the Owner and the provision of such items and/or services may incur an additional charge. Where such items or services are provided by the Owner or their Agent on the Owner’s behalf, the Owner shall have sole responsibility for such items and/or services. The Owner offers no warranty for items or services provided by in this respect.

Where additional items and/or services are provided by a third party, the Owner and their Agent offer no warranty as to the suitability or standard of such services and accept no liability in respect of such services.

**Force Majeure**

If for any reason beyond the control of the Owner or the Agent the Property is unavailable on the day when the booking is due to begin, or the Property becomes unsuitable for holiday letting, neither the owner or their Agent will, either jointly or individually, accept any liability to the Hirer or pay any compensation.

**Liability**

No responsibility is accepted by the Owner for any accident, injury or mishap to persons while occupying the Property, or whilst engaged in any activity therefrom. The Ownerwill not be held responsible for any temporary or unexpected condition of the Property or its services (water, electricity) as a result of extreme weather conditions or other factors out with their control.

**Complaints**

All complaints must first be referred to the Owner during the Hire Period to allow remedial action to be taken (if required/necessary). It is essential that you contact the Owner immediately if any problem arises so that it may be resolved as soon as reasonably practicable. In no circumstances can compensation be claimed for complaints raised only after the Hire Period has ended should the Hirer fail to advise the Owner during the Hire Period.

**Data Protection**

The Hirer agrees that information requested by or provided to the Owner or their Agent for the purposes of the booking will only be used by the Owner and their Agent in accordance with the Data Protection Principles and for the purpose of the booking and the provision of any services connected thereto, and further agrees that the Agent may use information provided for updating the Owner’s or the Agents records and for contacting the Hirer for marketing purposes. The Hirer acknowledges that the Owner and the Agent are entitled to pass the information to third parties where required to do so by law.