

Terms and Conditions for The Old Byre and Ben Rinnes View

1. All information supplied and details of the properties are given in good faith, no warranty is given as to its accuracy and we do not accept responsibility or liability for any loss or damage resulting from information given or statements made whether verbally or in writing.
2. It is important that the client understands the need to take out adequate holiday insurance to cover all eventualities as the owners will not be liable for any loss or damage incurred relating in any way to the rental.
3. A deposit of 35% per holiday week is payable at the time of booking. If the booking is made eight weeks or less before the commencement of the holiday, then the full rent is payable at the time of booking. If a booking cannot be accepted for whatever reason, the full amount paid will be returned within 14 days. If a booking is accepted, the client becomes liable for the balance of rent for the full period of the holiday, which must be paid 8 weeks prior to the holiday start date. When the balance of the rental is paid, final details of the property, with access details, will be forwarded. Payment should be made by cheque, payable to S Charlesworth, together with a completed booking form to the address above.
4. If a client cancels a booking before taking up the holiday let, having given due notice to the owners in writing, the following terms will apply.

No. of days before holiday start date that cancellation notice is given	Cancellation charge payable
More than 8 weeks	20% of deposit
Between 4 and 8 weeks	100% of deposit
Less than 4 weeks	100% of cost

5. When the owners issue a written confirmation to you, this signifies that the owners have entered into a contract with you, which is subject to the above conditions. Should a client cancel after the confirmation has been issued, then this is treated as a booking and Clause 4 becomes applicable. Should a client seek to change the date of the holiday, this will be at the discretion of the owners, as long as the request is made at least 8 weeks prior to the holiday start date and subject to a £25.00 administration charge. Holiday date changes are not possible within 8 weeks of the holiday start date.
6. The owners reserve the right to refuse accommodation. In no circumstances may the number of people occupying the property exceed the number agreed at the time of booking, unless agreed in advance and in writing. If the composition of the party changes after the booking has been made, the owner must be advised and agree to the change. The owner reserves the right to refuse entry or terminate the hire without notice if this condition is not observed, or refuse to hand over the property to any person who, in the owner's opinion, is not suitable to take charge. In such cases all liability of the owner shall cease immediately. This will be treated as a cancellation on the part of the client.
7. The client agrees to keep the property and all fitments, furniture, equipment and other contents in or on the property in the like state of repair and condition as at the commencement of the holiday let and will make good any damage, breakage or loss that may occur during the period the holiday let. The property and all fitments, furniture, utensils and equipment etc. must be left in a clean and tidy condition at the conclusion of the period of the holiday let.
8. Sorry but we cannot accept pets at either property and the accommodation is not suitable for children under 15 years old.
9. The rent of the property includes rates, all electricity and oil fuel used during the holiday let. The property is supplied with pots, pans, glasses, crockery, cutlery and blankets, duvets, linen, towels and Wi-Fi Broadband. Ben Rinnes View also includes a reasonable fire wood supply for the stay.

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10. Holiday lets run from Saturday 3pm to Saturday 10am unless specifically agreed otherwise. The properties must be left in the condition in which they are found by the clients on their arrival.
11. The use of the garden at the property is entirely at the client's risk. Occasionally such use may be withdrawn for safety reasons.
12. The booking is made on the understanding that the respective property is available to the client on the dates stated. If for any reason beyond the owner's control (ie fire, storm damage, illness, sale or withdrawal of the property by the owner for any reason) the property is not available on the date booked, alternative dates could be offered at a discount of 10% or a full refund given.
13. The owners shall not be liable for any loss, expense, inconvenience or otherwise resulting from such unavailability or unsuitability and the client shall have no claim against them. The client shall advise the owner within 5 days of being offered alternative dates whether or not these are acceptable. If the alternative dates are more expensive, then the owner reserves the right to amend the rental charges, less the 10% goodwill discount stated in Clause 13.
14. Confirmation of a booking by the owner will be deemed to be an acceptance of these conditions and a confirmation of the details and conditions supplied at the time of booking. The client warrants that he/she is authorised to agree to the owner's conditions, is acting on behalf of all persons including those substituted or added at a later date and must be one of the property occupants on each night booked. The client is responsible for ensuring that all persons occupying the property comply with all the conditions in all respects. The occupation is strictly on the basis that the accommodation is for holiday use only and that no right to remain in the property after the end of the holiday period booked exists for the client or for any other person or persons who occupy the property. All persons will vacate the property at the conclusion of the period of the holiday by 10am.
15. Whilst the owner does not accept any liability if the client is not satisfied with the accommodation offered, the owner may at their sole discretion take up the matter, only after the client has given the property owner every opportunity to rectify the problem, and provided full details of the complaint are received in writing not later than 5 days after the commencement of the period of the holiday let, addressed to Sara Charlesworth at the address below. Under no circumstances will the owner's liability exceed the rental paid for the property.
16. The clauses of these Terms and Conditions shall operate on the basis that these terms and conditions and provision thereof and likewise parts of such clauses and of such terms and conditions and provisions shall be severable so as to have effect as separate and distinct rights, provisions and obligations independently of the others. In all cases where any part of these terms and conditions is an unenforceable provision in terms of the Unfair Contract Terms Act 1977 or similar legislation, the unenforceable provision shall not affect the validity of the remaining portion of these terms and conditions, which shall remain in force as if the unenforceable provision had been eliminated. Nothing contained in the Terms and Conditions shall exclude the owner for any responsibility or liability which they may have in law in so far as it is competently varied or excluded and these Terms and Conditions shall be read and construed accordingly.
17. In these Terms and Conditions (a) the expression "the owner" shall mean the person(s) who own The Old Byre and Ben Rinnes View (b) the expression "the client" shall mean the person making the booking and all members of the rental party who have been accepted by the owners (c) the expression "the properties" shall mean The Old Byre and Ben Rinnes View.