

4 GLADSTONE TERRACE, BIRNAM, PERTSHIRE SELF CATERING LET

Terms and Conditions

By continuing with this booking you are entering into a legal contract between yourselves known as the client and the letting agent named as Mark Barton (MB). The terms and conditions of this contract are stated below and by booking the accommodation you are accepting to adhere to the following:

1 Periods and conditions of hire

Lets are on a weekly basis, mid week or long weekend as negotiated with the agent. Letting commences at 4.00pm on the day of arrival and terminates at 10.00am on the day of departure. You must be over 21 years of age to book. All lets are for the purpose of self catering holidays. No let will exceed the maximums stated occupancy. Sub-letting is strictly prohibited. The minimum stay is 3 nights.

2 Booking and payment

If booking more than 8 weeks in advance, a non refundable deposit of 25% of the total cost of the let is required to secure your booking. The balance must be paid 8 weeks prior to your stay plus a breakages and damage deposit of £0 which will be returned to you via cheque, Paypal or bank transfer within 7 days of your departure once the property has been checked for damage. Unfortunately, MB are unable to return your deposit should you have to cancel for any reason. MB apologises for any inconvenience. If bookings are made 8 weeks or less in advance of the period of let then full payment will be required at the time of booking.

3 Cancellations by clients

Should a cancellation be made by the client, MB will endeavour to re let the property for that period of hire. If the period of hire is successfully re let then a full refund will be made. Otherwise, the deposit will be forfeited by the client and if the cancellation is 8 weeks or less prior to the hire and the agent is unable to re let for the period of hire then the entire fee will be forfeited by the client. (Clients are strongly advised to take out a holiday cancellation insurance policy).

4 Cancellation by the agents

If the holiday let cannot be made available due to events beyond the agents control for the period booked, the agent will be forced to cancel the booking. All monies paid by the client will be refunded and the client will have no further claim against MB. (Clients are strongly advised to take out a holiday cancellation insurance policy)

5 Care of the property

The client is responsible for the property and its contents. The client will take reasonable and proper care of the property, its fixtures, fittings, furniture and all goods and effects provided and leave all in the same clean and tidy condition and good stage of repair at the end of the letting period as found at the outset of the period of let. Any damage or breakage is to be reported prior to leaving the property. MB reserves the right of entry to the property at all times for the purposes of inspection, or to carry out necessary repairs, maintenance or housekeeping.

6 Injury, loss or damage

While the agent has endeavoured to ensure all health and safety aspects of the property have been adhered to, the use of the property and its equipment is entirely at the client's risk and no responsibility can be accepted by the agent/owner for injury to the client or a member of his/her party or for any loss or damage to belongings including motor vehicles. The agent shall have no liability for any death, personal injury, damage or loss of personal property. Clients are advised to take out holiday insurance.

7 Pets

MB are able to accommodate one well behaved dog per booking.

8 Fire risk

The lighting of candles is not permitted in the property. Smoking indoors is strictly forbidden and immediately outside the property. We ask that you consider the neighbours. If you are smoking, please keep smoke away from the property and dispose of cigarette ends responsibly, ensuring they are completely extinguished. Please ensure that all internal doors are closed before you leave the property. In the case of a fire, this can significantly reduce the risk of damage.

9 Smoking

MB operate a strict no smoking policy in the property. Should evidence of smoking indoors be found, MB will charge an additional £75 for specialist cleaning. As mentioned above, when smoking outdoors, please dispose of cigarette ends with care.

10 Extreme weather

MB are unable to issue refunds in case heavy snowfall or other extreme weather makes 4 Gladstone Terrace, Birnam, difficult to access. MB recommend you take out holiday insurance to cover this.

11 Complaints and problems

In the event of any cause for complaint or problems, please inform MB as soon as possible during a period of let and MB will attempt to rectify the problem/complaint.

12 Use of property

No more than 4 people may stay in 4 Gladstone Terrace, Birnam. This includes small children and babies.

13 Breach of contract

MB reserves the right to evict any client that is found to be in breach of this contract and we reserve the right to evict any client at any time due to noise pollution and/or nuisance behaviour. The agent shall not be liable to make a refund of any remaining portion of the hire term paid.

14 Linen and towels

All linen and towels are included in your rate. Additional linen and towels are available if required and washing and drying facilities are provided. Should the client's use of additional towels/linen be excessive there will be a charge for laundry. If the client requires any beds to be changed during the stay, for a changeover of guests within the party, a charge of £15 per bed will be made. Please advise MB of this in advance.

15 Security

It is the client's responsibility to ensure the door is locked when you go out. This requires manual locking – it does not lock automatically. MB are not responsible for any loss, damage or theft to your personal property during your stay.

16 Wi-fi Access

Free Wi-fi access is available in the property. The Guest Welcome Book contains the password for access. Please be aware that the average download speed in this area is 13Mb/s. MB are not responsible for any loss of service which is outwith their control.

17 Legal

In the event of any dispute between parties the dispute shall be referred to the jurisdiction of the Scottish courts to settle.

Client signature..... Date.....