



## **BANKHEAD STEADING HOLIDAY COTTAGE**

Bankhead, Lumphanan, Banchory, AB31 4RB

01339 883489

[bankhead.deeside@gmail.com](mailto:bankhead.deeside@gmail.com)

# **Terms and Conditions**

*These Conditions are effective from 21st of June 2018.*

## **1. General**

1.1 Customers renting Bankhead Steading Holiday Cottage are referred to as 'the Guest'.

1.2 The Owners of Bankhead Steading Holiday Cottage are referred to as "the Owner"

## **2. Duration and Times of Rental**

2.1 Rentals are for a maximum of 31 continuous days and start at 3pm on the day of arrival, referred to as the Arrival Date, and end at 11am on the day of departure, referred to as the Departure Date. These timings cannot be altered without the permission of the Owner. This time period is referred to as 'the Booking'.

2.2 The holiday booked is referred to on the booking confirmation email and cannot be extended or adjusted without the prior permission of the Owner. The Guest is liable for any additional costs incurred.

## **3. Booking**

3.1 No contract between the Owner and the Guest shall exist until acknowledgement of the terms and conditions (via the online booking form), and deposit are received.

## **4. Deposit and Acceptance of Booking**

4.1 The Owner reserves the right to refuse any bookings without needing to give any reason.

4.2 If the booking is made more than 4 weeks in advance a 40% deposit is required within 7 days of the booking form being sent, the remainder of the balance is due 4 weeks before the booking.

4.3 If the booking is made less than 4 weeks in advance the full payment must be paid at the time of booking.

4.4 The Owner reserves the right to declare the contract void, the deposit forfeit and re-let accommodation if payment is not received within these terms.

## **5. Authority to Sign**

5.1 The person who completes the Booking Form certifies that:

5.1.1 They are over eighteen years of age;

5.1.2 They agree to take responsibility for the party occupying the property, and to notify the Owner if they are no longer a member of that party;

5.1.3 He or she is authorized to agree the Terms and Conditions of Booking and rental on behalf of all persons staying in their party, including those substituted or added at a later date.

5.1.4 No more than the stated number may stay at the property without permission.



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### **6. Payments**

6.1 Payment may be made by by bank transfer arrangement with the Owner; via Paypal; or cheque, made payable to Mr Rhys B Ward

6.2 Payment details are provided on acceptance of the booking via the online booking form and confirmed via the booking confirmation email.

### **7. Final Payment**

7.1 Unless otherwise agreed with The Owner, the price for the booking shall be the amount quoted via the booking confirmation email.

7.2 When the booking and deposit are received and accepted by the Owner, the Guest is liable for payment of the balance of the rent.

7.3 Payment of the rent is payable to the Owner four weeks before the start of the booking ('the Due Date') and non-payment by the Due Date may be treated as a cancellation.

7.4 If payment is not received by the Due Date, then the Guest may lose their booking and the deposit may be forfeited.

7.5 The Owner is not responsible for sending reminders of the Due Date. The Due Date will be set out on the booking confirmation email.

### **8. Overseas Bookings**

Overseas Guests are requested to pay in Sterling via a UK bank, by Paypal or by international electronic transfer.

### **9. Cancellation**

9.1 A booking can only be cancelled prior to the start of the Booking.

9.2 A Guest who wishes to cancel the booking must notify the Owner in writing.

9.3 Once a booking has been confirmed and the deposit received, a contract has been made and the deposit cannot be refunded thereafter.

9.4 Guests who wish to cancel within two (2) weeks of the Arrival Date will remain liable for the full amount of the Rental Charge.

9.5 Guests who wish to cancel more than two (2) weeks before the Arrival Date will receive a 25% refund of the total cost of the booking.

9.6 In respect to 9.4 and 9.5. If the Owner is successful in re-letting the property for any of the Rental Period, Rental Charges due for the period which has been re-let will be returned to the Guest, less the Deposit and any costs directly incurred in finding a new Guest.

9.7 Guests who wish to cancel more than four (4) weeks before the Arrival Date that have already paid the remaining balance (in excess of the 40% deposit) will receive a 60% refund of the total cost of the booking i.e. any payments over and above the deposit will be refunded. The deposit is retained by the Owner.

9.8 We recommend guests purchase holiday insurance to insure against any cancellation losses in the event of cancellation.



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### **10. Booking Changes**

10.1 Guests wishing to change the arrival date or departure date for the booking may do so if the property is available, subject to the payment of any additional rental charges, and with the agreement of the Owner in writing.

10.2 Guests wishing to change their details or their party's details may only do so with the agreement of the Owner in writing prior to the commencement of the booking.

### **11. Owner Cancellation or Non-availability of Property**

Should the Owner need to cancel for any reason and the property is not available on the date booked (owing, for example, to fire damage, severe weather conditions or personal circumstances) all rent and charges, including the deposit, paid in advance by the Guest will be refunded.

### **12. Matters beyond the control of The Owner**

The Owner cannot be held responsible for matters beyond his control such as, without limitation, disruption to supplies by utility providers, or closure of amenities listed in the property description.

### **13. The Holiday**

The Guest has the right to occupy the property for a holiday only (within the meaning of Schedule 1, Paragraph 9 of the Housing Act 1988).

### **14. The Guest's Obligations and Damages**

14.1 The Guest must take reasonable care in their use of the property including security.

14.2 Guests must report any damages, breakages or losses as soon as they occur.

14.3 Upon departure, guests are liable to pay for any damages, breakages or losses caused by guests or a member of their party (without limitation). Including but not limited to, any part of the property interior or exterior, furniture, fittings and garden, caused willfully or accidentally. Normal wear and tear is excluded. Such costs will include repairs, replacements and the cost of any additional cleaning necessary at the conclusion of the Rental period to the satisfaction of the Owner.

14.4 All minor damages (eg, broken crockery and glasses) should be paid for or rectified by replacement by the Guest at the conclusion of the Rental Period.

14.5 Guests should take good care of the property and leave it in a clean and tidy condition at the end of the Holiday.

14.6 Guests should permit the Owner or his representatives reasonable access to the property.

14.7 Guests should not remove possessions of the property.

14.8 Guests shall not sell, sublet or transfer the booking to another party without the Owner's agreement in writing.



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### **15. Smoking**

15.1 The Owner operates a no smoking policy. Smoking is not permitted in the interior of Bankhead Steading Holiday Cottage.

15.2 Smoking is permitted in the outside areas providing waste is disposed of sufficiently,

15.3 Any damage caused by smoking within the property will be subject to an additional cleaning charge of £100.

### **16. Liability**

16.1 The Owner is not responsible for the for loss, damage or injury to the Guest or any of their party, or the personal property of the Guest or any members of the Guest's party, during or after the rental period, as a result of this agreement.

16.2 The owner has public liability insurance in place.

### **17. Problems or Complaints**

17.1 Any problems or deficiencies in the property or its contents must be reported the Owner or their representatives immediately (or at least within 24 hour).

17.2 The Owner or his representative will agree in good faith with the Guest what remedial action should be taken.

17.3 Complaints will not be accepted or correspondence entered into where complaints are made after the end of the Rental Period, since no opportunity to take action would be allowed.

### **18. Breach of Contract**

18.1 If there is a breach of any of these conditions by the Guest or any of their party, the Owner or their representative reserve the right to re-enter the property and end the Holiday and ask the Guest and their party to leave.

18.2 If there is a breach of any of these conditions by the Owner, then the Guest has the right to end the Holiday and leave.

18.3 Ending the Holiday by either The Owner or his representative or the Guest does not affect that party's other rights and remedies.

### **20. Validity Clause**

In the event that a court finds that a condition in these Booking Conditions is illegal or void, the illegal or void provision will be removed from the remainder of the Booking Conditions, which will continue to be valid and have full force and effect.

### **21. Data Protection**

Any information provided to the Owner by the Guest will only be used to communicate with the Guest with regard to the booking and any services provided by the Owner. Details of the Guest or his party will not be disclosed to any third party except when required by law.