

Booking Terms and Conditions

Spey Lodge

The hire is subject to the following Terms and Conditions:

1. Contract

- 1.1. The contract of hire shall be between the Hirers and the Owners.
- 1.2. The Agent acts on behalf of disclosed principals, the Owners.
- 1.3. The Terms and Conditions, Booking Form and all form part of the agreement between the Owners and the Hirers.

2. Suitability

- 2.1. The Property is unsuitable for:
 - a) stag/hen or party groups
 - b) groups of persons where all are under the age of 25
 - c) groups of more than 6 people comprising of all males or females
- 2.2. The Hirers warrant that the Property is for use by a family or corporate group and under no circumstances will the Property be used for a party of any sort.
- 2.3. In no circumstances may the number of people occupying the Property exceed the number stated in the Booking Form.
- 2.4. The Owners reserve 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 Owners reasonable opinion, is not suitable to take charge. Rent will not be refunded. In such cases all liability of the Owners shall cease.

3. Booking

- 3.1. The Hirers initiate a booking by submitting an enquiry to the Agent. The Agent will send a Booking Form, Terms and Conditions and request for the non-refundable Booking Payment to the Hirers. Submission of the Booking Form and payment of any sums to the Agent do not constitute an agreement. The Agent's Confirmation of Booking is the only method of forming the agreement.
- 3.2. The person who sends the Booking Form warrants that he/she is authorised by the Hirers to agree to these Terms and Conditions and is acting on behalf of the Hirers including those substituted or who join the party at a later date.
- 3.3. The person who signs the Booking Form is responsible for ensuring that all Hirers occupying the Property comply with the Terms and Conditions and in all respects.
- 3.4. The Hirers undertake to occupy the Property strictly on the basis that the accommodation is for holiday or corporate use only and that no right to remain in the Property after the end of the booked hire period exists for the Hirers or for any person or persons who occupy the Property.
- 3.5. All Hirers will vacate the Property at the conclusion of the period of the hire.
- 3.6. The hire is not a Short Assured or Assured tenancy under the Housing (Scotland) Act 1988. The Hirers only have the right to occupy Property for the period agreed for holiday purposes only, in terms of Schedule 5 of the aforementioned Act.
- 3.7. The Property shall be used for holiday or corporate purposes and the Hirers shall not sub-let the Property, or any part of the Property, or any equipment from the Property.

4. Payments

- 4.1. Payments to the Agent may be made by PayPal and BACS. Cheques must be payable to Dunpark (Edinburgh) Limited.
- 4.2. The Hirers may make a payment by PayPal at the following charge: 3.5% of the amount of the payment.

5. Booking Payment & Security Deposit

- 5.1. A non-returnable Booking Payment will be made by the Hirers when the Booking Form is submitted. If the Booking Form is submitted more than eight weeks before the commencement of the hire, a payment of 25% of the hire charge is required i.e. the Booking Payment is required with the Booking Form.
- 5.2. If the Booking Form is submitted eight weeks or less before the commencement of the hire then the Booking Payment is the full hire charge and should be sent with the Booking Form and Security Deposit.
- 5.3. Where the holiday is booked more than 8 weeks from the date of the holiday start, the remaining 75% of the Hire Charge and full Security Deposit become due 8 weeks prior to the beginning of the holiday.
- 5.4. If the booking is not accepted by the Agent by issuing a Confirmation of Booking to the Hirers, the Booking Payment and Security Deposit shall be returned within 14 days.
- 5.5. The Agent or the Owners reserve the right to decline or cancel a booking.
- 5.6. If a booking is accepted, the Hirers becomes liable for the balance of Hire Charge and the Security Deposit for the full period of the hire, which must be paid at least eight weeks prior to the start of the hire.
- 5.7. Non-payment of the balance monies, when they become due, may constitute cancellation of the hire and forfeiture of the Booking Payment, at the discretion of the Agent.
- 5.8. When the balance of hire charge is paid the Agent will send a receipt of payment to the Hirers.
- 5.9. Approximately 2 weeks before the commencement of the hire the Agent will send details of arrival by email.

6. Deductions from the Security Deposit

- 6.1. The Security Deposit provides cover for the cost of any damage and/or breakages, missing items (including wii controllers and remote controls) caused by the Hirers(s) in, at or to the Property, as well as any requirement for additional cleaning. The cost of removing any bottles not removed to the recycling point by the Hirers(s), as instructed in the arrival details, will be charged at minimum charge of £20. The cost of removing cigarette butts or dog excreta from the garden will be charged to the Hirers at a minimum charge of £20.
- 6.2. If the Security Deposit is not sufficient to cover the cost, the Hirers will be responsible for full payment of any additional charges, costs and/or losses incurred.
- 6.3. The Hirers authorise the Agent to deduct the cost of any shortfall to the Hirers debit or credit card (provided at the time of making the booking).
- 6.4. The Agent will forward a receipt and detail of charges and balance of Security Deposit within 14 days of the end of the hire or reasonably practicable.
- 6.5. If there are any breakages or damage to the Property during the hire the Hirers agree to make a note and inform the Agent at the end of the hire period.

9. Pets

- 9.1.** No pets are allowed at the Property.
- 9.2.** Subject to the Agent's approval on behalf of the Owners, dogs are permitted, for an additional charge of £50 per dog.
- 9.3.** Where a dog is permitted, it must be kept under strict control at all times whilst in and around the Property and must never be left unattended. Note that the garden is open to the surrounding forest and is not fenced.
- 9.4.** Dog basket or bedding must be brought by the Hirers.
- 9.5.** Under no circumstances is a dog to be allowed in the bedroom wing nor on the settee, bean bags, chairs or other furniture.
- 9.6.** All dog excreta in or around the Property, paths and surrounding areas must be cleaned up immediately by the Hirers.
- 9.7.** Agent reserves the right to charge for any cleaning inside or outside the Property made necessary by the dog. The cost of removing dog excreta will be charged to the Hirers at a minimum of £20.
- 9.8.** Where a dog or other pet is brought into the Property which has not been authorised in writing, the Agent or Owners reserves the right to evict the Hirers and no refund of the hire charge or compensation will be given.
- 9.9.** No other pets are allowed at the Property.

10. Fires

- 10.1.** Due to the high fire risk; fires and fireworks in the garden are not allowed;
- 10.2.** Candles are not allowed.

11. Fire Wood

The Owners will supply a starter amount of fire wood.

12. Smoking

Smoking is not permitted inside the Property.

13. Stiletto Shoes

- 13.1.** The Property has wooden floors and therefore care must be taken by the Hirers to ensure that the floors are not damaged and that stiletto shoes are not permitted inside the Property.
- 13.2.** The Hirers acknowledge that any repair or replacement of floors will be far in excess of the Security Deposit and the Hirers agree that the cost of remedying any damage shall pay due by the Hirers and paid within 14 days of submission of an invoice.

14. Period of Hire

- 14.1.** The period of hire shall be from 4 pm on the day of arrival and the Property must be vacated by 10 am on the day of departure.
- 14.2.** If the Hirers are unable to arrive at the Property by midday on the day following the hire start date the Hirers must advise the Owners of the intended late arrival.
- 14.3.** Failure to arrive by midday on the day following the hire start date and failure in those circumstances to advise the Owners constitutes cancellation by the Hirers.
- 14.4.** If the Hirers fail to vacate the Property by 10 am on the day of departure, the Hirers will be liable for an amount equivalent to further day hire notwithstanding that the Hirers are not entitled to stay at the Property for the further day charged.

15. Availability

- 15.1.** The booking is made on the understanding that the Property is available to the Hirers on the dates stated.
- 15.2.** If for any reason beyond the Owners' control (e.g. fire, storm damage, snow, illness) the Property is not available on the date booked, the Agent on behalf of the Owners will use its best endeavours to locate alternative equivalent accommodation for the Hirers but cannot guarantee that such will be located or secured. If an equivalent cannot be secured or is not suitable for the Hirers then monies paid by the Hirers shall be returned in full.
- 15.3.** The Agent or Owners shall not be liable for any loss, expense, inconvenience or otherwise resulting in such unavailability or unsuitability and the Hirers shall have no claim against the Owners or the Agent.
- 15.4.** The Hirers shall advise the Agent immediately of alternative accommodation being located as to whether or not it is acceptable. If the alternative Property is more expensive the Owners reserves the right to charge the difference in cost to the Hirers. If the alternative Property is less expensive the Agent on behalf of the Owners will refund the difference in cost to the Hirers.

16. Accommodation

- 16.1.** The Hirers shall at all times maintain the Property and its contents in a clean and tidy condition and accept the Property as it is equipped at the commencement of hire.
- 16.2.** The Hirers must check the Property and its contents immediately on arrival and notify the Owners or its representative immediately of any faults or damaged items.
- 16.3.** The Hirers agree to leave the Property good general repair and the order in which it was found.
- 16.4.** A standard clean is included in the hire charge. However, an additional charge may be made if extra cleaning is required.
- 16.5.** The Hirers shall be liable to the Owners for any loss, costs, expenses or claims arising from any damage caused to the Property and/or its contents by the deliberate or negligent act or omission of the Hirers or of any other person. If, as a result of such damage, the Property or any of its contents need to be repaired or any of the contents need to be replaced due to the Hirers fault or negligence then the Hirers shall be responsible for paying the reasonable costs of doing so.

17. Dissatisfaction

- 17.1.** If in the unlikely event that the Hirers, for any reason, is not satisfied with the accommodation, the Owners or his representative must be contacted so that the problem can be rectified immediately.
- 17.2.** Failure by the Hirers to notify any complaint prior to departure will entitle the Owners to refuse to entertain the complaint, irrespective of its merits as it will be appreciated that it will then be impossible for the complaint to be effectively investigated.
- 17.3.** Under no circumstances will the Owner's liability exceed the hire charge paid for the Property.

18. Keys

- 18.1.** One set of keys will be made available to the Hirers during their stay.
- 18.2.** If the Hirers lock themselves out of the Property there will be a minimum fee of £50 payable for someone to come and let them back in.
- 18.3.** If a set of keys is lost a minimum fee of £200 is payable to cover the cost of new locks to be fitted and sets of keys which will need to be cut.

19. Owners Access

The Hirers shall allow the Owners, Agent or their representative or employees entry to the Property for all reasonable purposes having given notice where possible.

20. Responsibilities

20.1. The Owners or Agent gives no guarantee or warranty as to the state or condition of the Property and will not be liable for any act, neglect or default on his part or any other person, nor for any accident, damage, loss, injury, expense or inconvenience whether to person or Property which the Hirers or any other person may suffer or incur.

20.2. Although the Owners will use his best endeavours to fix any broken domestic appliances or other equipment/contents as soon as possible, the Hirers acknowledge that due to the limited period of hire, it may not be possible to repair such items during the period of hire.

20.3. If a light bulb fails during the period of hire, the Hirers agree to advise Agent and, if necessary, the Hirers agree to replace the bulb and submit the receipt to the Owners. The Owners agrees to reimburse the Hirers for the cost of the bulb as stated on a valid supplier receipt.

20.4. Whilst the Owners has used his best endeavours to ensure accuracy of all information supplied and details of the Property is given in good faith, no warranty is given as to their accuracy and he does not accept responsibility or liability for any loss or damage resulting from information given or statements made whether verbally or in writing.

21. The Rent Act

21.1. The clauses of these Terms and Conditions shall operate on the basis that the Terms and Conditions and provisions contained within them shall be severable so as to have effect as separate and distinct rights, provisions and obligations independently of the others.

21.2. In all cases where any part of these Terms and Conditions is an unenforceable provision in terms of the Unfair Terms in Consumer Contracts Regulations 1999 or subsequent legislation, the unenforceable provision shall not affect the validity of the remaining portion of these Terms and Conditions, which remain in force as if the unenforceable provision had been eliminated.

21.3. Nothing contained in these conditions shall exclude the Owners from any responsibility which he has in law except in so far as it is competently varied or excluded and these conditions shall be read and construed accordingly.

22. Communications

22.1. Internet access is available at the premises by connection of a WIFI connection.

22.2. A cinema is available in the living room with Sky HD, DVD, Wii; the Hirers agree not to adjust the configuration of the cinema and agree to follow the instructions in the welcome pack. If the Hirers adjust the cinema resulting in an engineer being called out to reconfigure the cinema, the full cost of the call-outs will be charged to the Hirers.

22.3. There is no landline available for Hirers at the Property.

23. Bed Linen

23.1. Bed linen and towels for maximum occupancy are provided and will be changed at the beginning and end of the hire at no extra charge.

23.2. For bookings of more than 7 nights, linen and towels will be changed every 7 nights.

24. Cancellation

24.1. Cancellation of the booking must be made in writing by the Hirers to the Agent.

24.2. The effective date of the cancellation will be the date the cancellation of the booking is received by the Agent.

24.3. If the cancellation date is more than eight weeks prior to commencement of the hire, only the Booking Payment will be forfeited. If the cancellation date is less than eight weeks prior to commencement of the hire, the full hire charge will be incurred, unless the Owners or Agent is able to re-hire the Property for the whole of the rental period. The Security Deposit will be returned in full.

24.4. In the event that the Property is re-hired at a lower amount or for less than the whole hire period the Owners will only refund the amount of the re-hire.

24.5. In the unlikely event that the Owners cancels a confirmed booking, all monies received will be returned and there will be no further liability to or by the Owners or the Agent.

24.6. The Hirers are advised to take out their own cancellation insurance cover.

24.7. The governing law is Scots Law and Disputes shall be submitted to the Sheriffdom of Lothian and Borders.

25. Agent

25.1. The Owners or Agent does not take responsibility for any items left in the Property during or at the end of a hire. For items left in Property at the end of a hire, a minimum administration fee of £20.00, plus any postage & packing will be levied for return of items left in the lodge after your stay. Any unclaimed items will be disposed of at the discretion of the Owners.

In these terms and conditions:

- a) the 'Owners' shall mean the Owners of the Property; Mr. and Mrs. John Fursman, 54 Albany Street, Edinburgh, EH1 3QR
- b) 'the Agent' of the Property shall mean Dunpark, Dunpark (Edinburgh) Ltd., 1 Abercromby Place, Edinburgh, EH3 6JX
- c) the 'Property' shall mean Spey Lodge, Allt na Cardoch, Rotheimurchus, by Aviemore, Inverness-shire PH22 1QP.
- d) the 'Hirers' shall mean the person(s) signing the booking form.