

## Terms & Conditions - Tullochwood Lodges

**General** -The rental arrangements are made by Tullochwood Lodges and the contractual relationship is directly between Tullochwood Lodges and the guest or their employers if booked by a company. Your contract is under a "Licence to Occupy" which technically means that Tullochwood Lodges staff are able to enter the premises without permission in order to carry out their duties. In reality they would only enter the property in an emergency or at your request in order to sort out a problem or perform maintenance.

**Reservations** - A booking is only confirmed once we have received a deposit - we will then confirm your booking in writing. A provisional reservation will for the period we have discussed and if we have not received a deposit within this time the reservation will lapse.

**Deposit** - can be paid by debit card, credit card, cheque or bank transfer. Self-catering - if a booking is made 6 weeks or more before the holiday starts, a deposit of £100 is payable. The balance is payable not later than 4 weeks before the start date unless otherwise agreed. If your holiday begins less than 4 weeks from the time of booking, the full rent is payable. If the balance payment is not received by the due date, as set out in the confirmation communications, then the guest will lose their booking and the deposit will be forfeited.

**Cancellation** - When you make a booking and we have received the required deposit/taken a debit or credit card number to secure the booking, a legally binding contract exists between us that is non-cancellable and non-refundable, except in exceptional circumstances. You may still remain liable to pay in full or in part for the booking, even if you are unable to take your holiday.

Self-catering - in the event of cancellation less than 6 weeks before a holiday begins the whole rent is payable unless we succeed in re-letting in which case an administration fee will be deducted plus any discount that has had to be applied to the replacement booking and the rest refunded. With more than 6 weeks notice, only the deposit will be forfeit plus a £10 administration fee.

If for some reason you do need to cancel, it is important that you tell us at the first opportunity so that we may attempt to re-let your lodge and minimise your loss. You should take out cancellation insurance to protect you against this loss

**Cancellation Insurance** - traditionally people have not taken out insurance for UK holidays but it is strongly recommended that you do. There is plenty of choice available on the internet, or you can select booking protection on our web site at time of booking.

**Payment options** - Payment can be made by cheque made out to Tullochwood Lodges, by debit or credit card at no extra cost. Alternatively you can pay by bank transfer. Any charges raised against Tullochwood Lodges by their bank for handling dishonoured cheques, bank transfers or any other payments will be passed on to the guest who is liable to reimburse Tullochwood Lodges within seven days of receipt of notification.

**Overseas Bookings** - Overseas guests may pay in sterling by cheque drawn on a UK bank, Mastercard, Visa, or by international electronic transfer. Any charges for payments from overseas will be passed on to the guest.

**Arrival and Departure** - Self-catering - Tenancies commence at 1600 on the first day and terminate at 1000 on the day of departure unless otherwise notified in your confirmation.

**Smoking** - all properties are non-smoking - we would ask you not to smoke under any circumstances **inside the properties**

**Linen** - Linen is changed between stays and a change of linen is provided after 2 weeks in longer stays. Towels are not provided but these are available for £2.50 per person, per week. Please bring your own linen for cots.

**Pets** - Self-catering - where pets are accepted this is on the understanding they are kept under strict control, exercised carefully on the premises and are not permitted in the bedrooms or on the furniture. They should not be left in the property unsupervised unless we have otherwise agreed and they are safely housed in a cage. Please ensure your pet's flea treatment is up to date. The most common reason for self-catering owners to change their minds about accepting pets is failure to comply with these conditions. We reserve the right to charge cleaning and repair costs if your dog damages furniture and soft furnishings.

**Electricity** - Electricity is not included in the rental this is payable by meter reading on departure so guest pay only for what is used.

**Website Descriptions** - some of the information on the website relates to matters beyond the properties such as shops and pubs. Closure of such premises and other changes to external facilities are outside Tullochwood Lodges control.

**The Guests' Obligations** - The guest agrees:-

- a. To pay for any losses or damage to the property unless the cost can be recovered under any household insurance held by the owner
- b. To take good care of the property and leave it in a clean and tidy condition on departure. Tullochwood Lodges reserves the right to make a charge for extra cleaning if the property is not left in a satisfactory condition. Should Tullochwood Lodges be dissatisfied with the condition of the property, we may refuse to take a booking from that guest again.
- c. to permit the owners and their agents reasonable access to the property
- d. not to part with possession of the property, or share it, except with members of the party listed when booking
- e. not to exceed the total number of people stipulated in the property description
- f. not to sell or transfer the booking to another party without Tullochwood Lodges agreement
- g. not to cause an annoyance or become a nuisance to occupants of adjoining premises
- h. not to smoke in a non-smoking property

**Non-availability of property** - If for any reason beyond the owners control the property is not available on the date booked (owing, for example, to fire damage) or the property becomes

unsuitable for letting, all rent and charges paid in advance by the guest will be refunded.

**Liability** - Tullochwood Lodges will not be liable for any act, neglect or default except on their own part or any other person within their employ or otherwise under their control, nor for any accident, damage, loss, injury, expense of inconvenience, whether to person or property, which the guest or any other person may suffer or incur arising out of, or in any way. Tullochwood Lodges accept no liability for loss of or damage to the guest's possessions on the property or land. Nothing in these conditions excludes or limits the liability Tullochwood Lodges for death or personal injury or for any matter which it would be illegal for Tullochwood Lodges to exclude or attempt to exclude their liability.

**Breach of Contract** - If there is a breach of any of these conditions by the guest or any of their party, the owners of Tullochwood Lodges reserve the right to re-enter the property and end the holiday and ask the guest and their party to leave. If there is a breach of any of these conditions by Tullochwood Lodges, then the guests have the right to end their holiday and leave.

**Complaints** - All complaints must be notified to Tullochwood Lodges as soon as reasonably practicable, as Tullochwood Lodges may be required to carry out an on-the-spot investigation followed by remedial action. Guests have a legal obligation to mitigate their loss. If Tullochwood Lodges are denied the opportunity of investigating the complaint within a reasonable time or denied the opportunity to put matters right during the holiday, then the guest will waive all rights.

**Losses or Damages** - You should be aware that you have a legal liability to pay for any damages you may cause to the property during your holiday. We insure the property in respect of the usual risks covered by a building and contents policy and, whilst these policies will vary in detail, the major perils should be covered. However, in certain circumstances, if you should cause any loss or damage by negligence, you could become liable and you would probably not be covered by the personal liability section of your own household policy. Equally, Tullochwood Lodges insurance will not cover your personal possessions. You would therefore be well advised to check on these points with your insurers and you may find that, providing they are given notice, they will extend your normal cover to include your holiday home.

**Governing Law** - Any dispute will be governed by the non-exclusive law and jurisdiction of the Scottish Courts.