

## **TERMS AND CONDITIONS OF LET**

Brooke Homes (Scotland) Ltd (The Owners) agree to let to you (The Renter) Tigh na cladiach, (The Property) a four bedroom detached property that sleeps eight (8) persons for the period detailed on the booking form. Your booking will be for holiday purposes only unless otherwise agreed in writing from the owners. The property must not be used for party purposes, weddings or filming without prior written agreement from the owners. If such a usage is agreed the Good Housekeeping Deposit will be increased pro rata. The cost of any breakages, losses or excessively heavy cleaning required will be deducted from this deposit and the balance refunded. A Facility Fee may be payable for a function or party where the numbers using the property exceed the capacity the house can sleep.

### **THE RENTAL AGREEMENT**

The Renter acknowledges to have received notice that Tigh Na Cladiach is let to The Renter by The Owner on a holiday let as defined by Section 2(1) (d) of the Rent (Scotland) Act 1984 and The Owner is entitled to recover possession of the House under Case 13 of Part II of Schedule 2 of the said Act, and The Renter further acknowledges that The Owners acceptance of this offer is conditional upon The Renter giving The Owner vacant possession of the house on the termination of the period of let specified In the booking form completed by The renter.

### **PERSONAL DETAILS**

Information you provide will be retained by the Owner of the property and will not be sold or passed on to any third party.

### **YOUR HOLIDAY HOUSE**

You can arrive at Tigh Na Cladiach after 15.00 hrs on the start date of your holiday and you must have vacated the property by 10.00 hrs on your final day. If you anticipate arrival being much later than 15.00 hrs please contact our caretaker Rhona on her cell/mobile 0797 902 4505 or home 01887 829 056 to let her know and to make alternative arrangements. **If you fail to do so you may be unable to gain access to the property.**

### **YOUR HOLIDAY**

Brooke Homes (Scotland) Ltd only supply self-catering accommodation. Any activities shown or suggested on the property website or indicated in any literature are shown for advertising purposes and are not supplied or guaranteed by us.

### **RENTERS RESPONSIBILITY**

You agree to keep the house and it's equipment and utensils clean and tidy and to leave the house in a similar condition of cleanliness to when you arrived. Any additional cleaning of the property, following your departure, beyond the normal amount reasonably required, may be charged as extra and deducted from your Good Housekeeping Deposit. The Renter's party will conduct themselves in such a fashion as to cause no undue noise or annoyance or disturbance to neighbouring proprietors or occupiers. The numbers in your party must never exceed the stated house capacity except by written prior agreement from the owners. No other persons other than the Renter's party shall be permitted to occupy the house during the period of let. The Renter accepts that the owner has the right to refuse to accept any offer of let, and to require the Renter's party to remove immediately from the house if, in the owner's sole opinion the terms of let have been breached. There will be no refund of rent prepaid, unless the owner is able to re-let the house for any part of the period of let, and in that event only, the owner will refund the rental for those nights re-let

### **THE HOUSE CONTENTS**

The Renter undertakes to replace, repair or pay for any articles that may have been destroyed, damaged or lost according to the assessment of The Owner or his caretaker, fair wear and tear being excepted. Do not remove ANYTHING from the house

### **WHAT WE SUPPLY**

Your rental fee includes electricity and central heating fuel. All cooking utensils and appliances as stated on our website [www.kenmorehouse.co.uk](http://www.kenmorehouse.co.uk). There is a wireless Internet facility that can be accessed using your own computer. There is a colour television, DVD player, VHS video recorder. Bed Linen and tea towels. Please bring your own bathroom towels.

### **WHAT WE DON'T SUPPLY**

Telephone. Satellite television. Fuel for fire. Children's play equipment. Food or cooking ingredients. Washing powder.

### **OWNER ACCESS**

The owner or his caretaker shall have access to the house during the period of let on giving reasonable notice for the purposes of inspecting the condition of the house and the furnishings and contents thereof. It may also be sometime necessary to access the house during your stay to carry out emergency repairs to the property. The Owners will always try to avoid this but some situations do arise that are beyond the Owners control. The Renter undertakes to notify the owner immediately if

he/She has reasonable grounds for thinking that any repairs are required to the house or its furnishings or contents.

#### **GOOD HOUSEKEEPING DEPOSIT**

The deposit will be returned to you by post on the receipt of a satisfactory housekeeping report from our caretaker Rhona within 7 days from the day of your departure from Tigh Na Cladiach. Any damage or breakages must be reported to Rhona or to Brooke Homes (Scotland) Ltd BEFORE checking out so that any damage/breakages can be assessed and an appropriate settlement being reached between both parties. If your deposit has been paid by bank Transfer the refund may take up to 14 days to be returned. Any charges involved in this type of transaction shall be charged to The Renter.

#### **SMOKING**

Tigh Na Cladiach is strictly non-smoking throughout. The Renter agrees to uphold this policy for the duration of the rental. If this policy is breached the owner may wish to withhold the full Good Housekeeping Deposit to cover the cost of soft furnishing and carpet cleaning. No Candles are allowed except in the event of power failure.

#### **OPEN FIRE**

The property has an open fire in the main living room area. The renter agrees to the following with regards to the use of the fire and the safety of the house and its occupants. All fires must be supervised. Never leave fires burning while unattended, while unoccupied or while sleeping. Only coal and/or wood is to be used as fuel. This may be available locally. There is a fireguard that **MUST** be used when the fire is lit.

#### **YOUR BOOKING**

You must be 21 years or over when you book the accommodation. The Owners have the right to refuse any booking prior to the issuing of any confirmation in writing. When you receive your confirmation you must check all the details carefully for accuracy and contact us immediately if you find any discrepancy.

#### **RENTALS AND CHARGES**

In order to secure a booking you need to make a 50% payment. On receipt of your payment we will confirm your booking in writing and mark-off the period on any availability calendars showing that the period is now unavailable. If you are paying by cheque please send 50% of the agreed amount. You will be notified when the balance is due. Please send the second cheque with the full amount plus the £200 good housekeeping deposit. Please ensure that sufficient funds are available to cover your cheque as there is a £25 charge for any returned cheques.

#### **RESERVATION CANCELLATION OR ADJUSTMENT BY US**

We hope that we do not have to either cancel or adjust your booking in any way: however, as unforeseen problems do occur we would contact you immediately to discuss any proposed cancellation or adjustment. If this circumstance arises we will endeavour to find you alternative or similar accommodation at a similar rental price. If the alternative is unacceptable to you, or the rental more than you wish to pay, we will refund all of your original rental payment. Except where otherwise expressly stated in these Conditions, the Owner shall not be liable for changes beyond our control.

#### **CANCELLATION BY YOU**

If you have to cancel your reservation you must telephone The Owner on the number shown on your booking confirmation as soon as the reason for the cancellation occurs. You must also confirm your cancellation in writing. The day on which we receive the telephone cancellation is the day on which your reservation is cancelled. Payments are non-refundable in the event of a cancellation being received after six (6) weeks of the start date of the booking. Your Good Housekeeping deposit will be refunded in full. In the event of a cancellation before six (6) weeks before your arrival date we will do our best to re-let the accommodation. If successful we will refund your deposit less a cancellation / administration fee of £70. However if we are unable to re let the accommodation and written notice of cancellation has been received more than 6 weeks before the arrival date we will keep 50% of the paid amount. ***We strongly recommend that you obtain holiday insurance.***

#### **COMPLAINTS**

We hope that you will not have any cause for complaint but in the event of a problem arising, and should you have cause for complaint, you must in the first instance contact Brooke Homes (Scotland) Ltd on 07796 146 465 immediately so that any problem may be speedily resolved, as the owner must be given the opportunity to rectify the problem. Some problems are very easily rectified if notified. If, after this, you feel that the problem has not been resolved then you must, within 7 days of the end of your holiday, put your complaint in writing to us. Send your letter to us marked Customer Relations.

#### **LIABILITY**

In signing the booking form you agree to indemnify us against all loss and damage arising directly or indirectly to the property and its contents from any deliberate or negligent act or omission by yourself, or any other person or animal accompanying you or any member of your party. The Owner accepts no

responsibility for any loss or damage to any belongings, nor injuries sustained by you or any member of your party. The owner shall also not be liable for any noise/nuisance from neighbouring properties, establishments, events, watersports activities and/or construction noise outwith the owners' control.

**LAW** The contract between you, (The renter) and Brooke Homes (Scotland) Ltd (the Owner) is subject to Scots Law and is formed in Motherwell, Lanarkshire, Scotland. These terms are valid from November 2006 and remains valid unless replaced and supersedes all previous terms.