

Ardvar Cottage - Lochinver

Conditions of Hire

1. The Occupier. For the purpose of this agreement, the Occupier shall mean that person herein above first named as the Occupier.
2. Holiday Let. The Occupier warrants that the property let is to be used for the purposes of a holiday and so accepts that the letting is a holiday let to which Section 12(2) and paragraph 8 to Schedule 4 of the Housing (Scotland) Act 1988 apply, namely "a tenancy the purpose of which is to confer on the Occupier the right to occupy the property for a holiday".
3. Sub Letting. The Occupier shall not sublet the property or any part thereof nor assign the occupancy or any part thereof permitted under this agreement.
4. Occupancy. Occupancy is restricted only to those members of the party detailed in this agreement and no other persons are authorized to reside in the property. The Occupier warrants that no person other than members of the party detailed in this agreement shall be permitted to enter the property without the prior consent of the Owner.
5. Vacation of Property. The Occupier binds and obliges himself to vacate the property without demand at or prior to the end date and time of the hire period.
6. Security Deposit. In addition to the cost of hire, the Owner reserves the right to request a refundable security deposit of £ 75.00 to be held on account by the Owner until after departure of the Occupier from the property. Alternatively the Occupier may provide credit card details to which the Owner is authorized to seek recourse under this agreement for any sum due hereunder to the Owner.
7. Payment. An initial payment of not less than 25% of the total cost of hire is payable immediately upon booking as a non-refundable booking fee. The remaining payment in full for the total cost of hire (less any initial booking fee already paid), together with the refundable security deposit is due not less than 8 weeks prior to the start date of hire. Please note, the date of the Owner's receipt of funds will be considered as the date on which the Owner receives cleared funds onto the Owner's account, irrespective of the method or means of payment. Details of all payments due will be enumerated in the invoice.
8. Electricity. Electricity is charged separately by means of individual card token meters in the cottage. Card tokens to the value of £ 5.00 and £10.00 per token can be purchased from the Owner on arrival.
9. Cancellation. The Occupier may cancel the booking at any time. However, whilst due consideration may be given by the Owner at their sole discretion as to the circumstances of cancellation, the Occupier accepts the non-refundable booking fee will be forfeit upon cancellation. The Occupier further accepts they will remain liable to pay the total cost of hire should the cancellation be made at or less than 8 weeks prior to the start date of hire.
10. Cancellation / Travel Insurance. It is The Occupier's responsibility to arrange his or her own Cancellation Insurance to cover the risk of cancellation of the Occupier's proposed travel or holiday arrangements.
11. Accommodation. The Occupier undertakes to ensure that all members of the party will use the accommodation including the garden, lawn and surrounding areas with care, remaining responsible for any and all damage or breakages caused and will reimburse the Owner in full for the cost of any such damage or breakage. On departure the Occupier will leave the accommodation in a clean and tidy condition. The Owner, at their sole discretion, reserves the right to charge the Occupier a fee for any extra or undue cleaning that may be necessary or for the replacement value of any items found to be missing or damaged. An inventory of contents can be provided on request prior to arrival if required. The Owner also reserves the right to enter the accommodation at any time for any reasonable purpose, for example to make checks, or carry out essential inspections, maintenance work, housekeeping or repairs.
12. Behaviour. The Occupier shall ensure that no member of the party shall behave in a manner which is excessive, noisy, offensive or disruptive, especially at night, or in any manner which may impair the enjoyment, comfort or safety of staff or the general public. Failure to comply may result in the Owner asking the Occupier or any or all members of the party to depart from the property with immediate effect without refund. The police will be invited to attend any such dispute arising in these circumstances or in the event of the Occupier becoming abusive or violent.
13. Children. It is the responsibility of the Occupier to ensure that any child or children within the party is or are properly supervised at all times by a responsible adult.
14. Pets. Pets of any kind are permitted in the property only with the Owners prior arrangement.
15. Natural Inhabitants. The Cottage is set in a natural environment where the surrounding area is the habitat of a variety of wildlife and creatures including insects, spiders, rodents and ticks.
16. Security. The Occupier shall remain responsible for their and their party's own personal belongings including but not limited to all items of sports or fishing equipment, games, toys, cycles, etc., and care should be taken not to expose such items to unnecessary risk of loss or damage. Similarly the Occupier is at their own risk and responsibility to ensure their and / or their party's vehicle is kept securely locked and all valuables are removed particularly when the vehicle is unattended. The Owner accepts no liability whatsoever for any accident, loss or damage to your personal belongings or property unless such accident, loss or damage is demonstrably due to our negligence.
17. Smoking. Smoking is not permitted inside the cottage. When smoking outside the cottage, the Occupier should ensure that matches and cigarette stubs are not thrown on the ground and are instead properly extinguished and disposed of responsibly with the refuse.
18. Refuse and Waste Disposal. Rubbish bins with appropriate liner bags are provided inside the cottage for domestic refuse. A Larger waste disposal bin is provided at the entrance to the cottage and the Occupier is responsible to place their rubbish in the larger bin prior to departure.
19. Liability. The Occupier undertakes to relieve the Owner from any liability for damage or injury howsoever caused by the Occupier or any member of the party. The Owner accepts no responsibility for any loss or injury to the Occupier or any member of the party, howsoever caused arising in connection with this agreement. In all cases, the Owner's liability to the Occupier for the total of all claims arising out of your holiday with the Owner is limited to the total cost of hire as enumerated in the invoice. The Owner will not be responsible for any matters that result from any unforeseeable and unforeseeable events or any other events that are beyond the Owner's control.
20. Concerns. Any concerns or need for assistance should be brought to the attention of the Owner immediately they are known and we will endeavour to respond at best in the interest of an enjoyable holiday. The Owner also requests the occupier report any damaged or out of order furnishings, equipment or contents as soon as the occupier becomes aware of them. Please note the Owner will not be responsible for any issues, claims or consequences relating to any matter of which the occupier should have been or were aware and which was not promptly brought to the attention of the Owner or at all prior to departure at the end of this hire agreement.
21. Non availability. In the event the property should become unavailable or uninhabitable for whatever reason prior to the Occupier's arrival at the start of hire, The Owner reserves the right to offer the Occupier alternative accommodation or alternatively a full refund of the total cost of hire.
22. Suitability. The Owner shall reserve the right at their sole discretion to decide on the suitability of the Occupier to enter the property. If, in the unlikely event the Occupier should be deemed unsuitable, entry to the property may be refused and a refund of the cost of hire less the booking fee may be offered.
23. Amendments. The Owner reserves the right to amend or alter the terms of this agreement.