



Terms & Conditions

BOOKING TERMS AND TERMS OF HIRE

1. DEFINITIONS

In these booking terms and terms of hire the following terms will have the following meanings: "the Agent" is the company the guest booked with, i.e. HomeAway UK Limited or Owners Direct or Airbnb; "the Property"- the property identified in the booking contract; "the Owner"- the owner of the Property, Lucy Holt, residing at Straloch House, Enochdhu, Blairgowrie, Perthshire PH10 7PH; "Hirer"- the person or persons entering into the booking contract with the Owner; "Booking" – the hire of the Property for the period specified in the booking contract; "The Booking Contract" – the contract between the Owner and the Hirer comprising the online or telephone booking and these booking terms and terms of hire; "the Deposit" – 25% of the total hire charge or as specified via the Agent if different; "Hire Charge" – the amount payable for the hire of the Property as specified in the online or telephone booking; and "Property Description" – the description of the Property on the Agent's brochure or on the Agent's website.

2. BOOKING YOUR HOLIDAY

The Hirer must book and pay online for the Booking either via the Owner's website and online payment system or via the Agent's website and online payment system, and will be subject to the Agent's own Terms and Conditions as well as the Owner's. The Property may be booked at any time any other party prior to the Booking being confirmed by email from the Owner or the Agent.

3. DEPOSIT

A reservation of the Property only becomes a confirmed booking when the Owner has received payment of the Deposit or once the Agent has confirmed to the Hirer and the Owner that the Deposit has been paid. The Hirer will receive a confirmation email from the Owner or the Agent that the Deposit has been paid and at this point the booking will be firm. If a booking is made within 42 days of the start date, the full amount of the rent must be paid in one payment, including the Good Housekeeping Deposit if applicable (see clause 6 for more information).

4. BALANCE OF HIRE CHARGE

The balance of the Hire charge is due no later than 42 days before the start of the Booking.

5. AUTHORITY TO BOOK

By completing the booking the Hirer confirms that: he/she has the authority to accept these booking terms and terms of hire on behalf of all persons included in the Booking including those that may be substituted at a later date to the effect that all persons occupying the Property during the booking will be bound by and will implement the booking contract; he/she is over 21 years of age and is one of the persons who will be occupying the Property during the booking; and he/she will be responsible for all persons occupying the Property during the booking.

6. ELIGIBILITY

The Owner will not be required to honour a booking for the Property from groups of people who are all under the age of 21. The Owner will be entitled to request the Hirer to immediately leave the Property if the Owner suspects that the occupants are all under the age of 21. The Hirer will not be entitled to any refund of the hire charge in these circumstances.

7. GOOD HOUSEKEEPING DEPOSIT

If the Owner requires a refundable Good Housekeeping Deposit it is to be paid at the time of the payment of the balance of the Property hire, 42 days before the start date of the booking. This requirement is identified on the booking quote. If the Good Housekeeping Deposit is not paid, the Owner will be entitled to refuse the Hirer entry to the Property. The Hirer will not be entitled to any refund of the hire charge in these circumstances. The Good Housekeeping Deposit will be returned to the Hirer automatically by either the Owner if booked direct or the Agent no more than 7 working days after the check out date, less any deductions for any loss suffered by the Owner as a result of any breach of the booking contract by the Hirer.

8. CANCELLATION BY THE HIRER.

If the Hirer has booked direct with the Owner and cancels at least 60 days or more before check-in date the Owner will refund 100% of what the Hirer has paid. If the Hirer cancels between 30 and 60 days of the check-in date the Owner will refund the Hirer 50% of the total paid. If the Hirer cancels less than 30 before the check-in date there will be no refund unless the Owner manages to re-let the dates, in which case the Owner will refund the Hirer the amount paid less the deposit and any late availability discount.

If the Hirer has booked via an Agent they should check the cancellation policy relating to the Property on the Agent's website.

9. OCCUPANCY

The number of persons occupying the Property must not exceed the number stated in the Property description. If the maximum number of occupants is found to exceed the permitted number, the Owner will be entitled to request the Hirer to immediately leave the Property. The Hirer will not be entitled to any refund of the hire charge in these circumstances.

10. SUITABILITY OF HIRER

The Owner may decline to hand over the Property if the Owner has justifiable grounds to believe that the Hirer or any of the persons included in the booking contract are not suitable to occupy the Property (see Eligibility and House Rules). If any booking is cancelled for this reason the hire charge will be immediately refunded to the Hirer. The Hirer will not be entitled to any compensation or damages for cancellation of the booking for this reason.

11. PERIOD OF HIRE

The period of hire is stated on the booking form. Entry time is 4 pm on the arrival date and check out time 10 am on the day of departure, unless previously arranged otherwise with the Owner.

12. EQUIPMENT AND LINEN

Bed linens and towels are provided and included in the Property hire, along with other household essentials listed on the property description of Owner's website. The Property is furnished and equipped for the number of persons permitted to occupy the Property as stated in the property description. A full inventory is available from the Owner on request by the Hirer.

13. ACCURACY OF PROPERTY DESCRIPTION

While every effort is made by the Owner to ensure that the Property description is accurate and all information is believed to be correct when the Property description was prepared, the Owner will not be liable for any changes made by the Owner. Photographs of the Property are included for guidance only and the Owner does not guarantee that the photographs show all of the Property or its location and surroundings.

14. PETS

Up to two dogs per Property are permitted, at an extra fee per dog of £20 per let. Puppies or dogs under the age of 10 months are not allowed unless with the express prior permission of the Owner. Cats and other pets are not allowed.

Dogs owners must ensure that the house rules concerning dogs are adhered to, as follows:

- (a) dogs are not allowed on beds or furniture;
- (b) dogs must sleep in the utility room overnight;
- (c) if the Hirer leaves the dogs alone in the Property for any reason the dogs must be shut in the utility room with the door firmly closed;
- (d) dogs must not be left unsupervised in the garden;
- (e) dogs must be kept on a lead where there is livestock nearby;
- (f) dogs must be kept under strict control at all times;
- (g) the Hirer must tidy up after his/her dog at all times;
- (h) the Hirer must ensure that all pet excrement in the grounds of the Property is removed before checkout; and
- (i) the Owner recommends that the Hirer bring crates for their dogs.

Registered guide and support dogs belonging to those with visual and / or hearing impairments are allowed in the Property for no extra charge. Details must be provided when the Property is reserved.

15. WATER SUPPLIES

The Property has private water supply that complies with Private Water Supplies (Scotland) Regulations 2006 regulations. The water is suitable for drinking and is tested for purity annually but if the Hirer is in any doubt they should bring their own bottled water.

16. HIRER'S OBLIGATIONS

The Hirer will take good care of the Property and its contents and leave the Property and its contents in a clean and tidy condition as described in the Property notes for tenants; inform the Owner of any damage or breakages and pay the Owner at the end of the booking for any breakages or damage to the Property and its contents caused by the Hirer (reasonable wear and tear excluded); allow the Owner (with or without workmen) access to the Property at reasonable times and on reasonable notice (other than emergencies) for inspection purposes and to carry out any repairs or maintenance (routine maintenance and repairs will not be carried out during the booking); not cause undue noise or disruption or become a nuisance to the occupants of any neighbouring properties; not use the Property for any purpose other than that of a private holiday residence; not alter the Property or its contents or remove any contents from the Property; return all sets of keys to the Property in accordance with the instructions given to the Hirer; not use any flammable materials or fireworks in the Property except table candles which must be in the supplied holders and extinguished if the room is unoccupied; keep the Property secure during the booking; and comply with any specific conditions and restrictions relating to the Property and/or its contents contained in the property description and in any instructions held in the Property.

17. COMPLAINTS

Any complaint or problem relating to the Property should immediately be notified to the Owner or any caretaker or key holder identified in the booking so that an opportunity is given to rectify the problem or deal with the complaint. No refund will be considered if the Owner has not been given the opportunity to rectify any problem during the booking.

18. AVAILABILITY OF PROPERTY

If an Owner is prevented because of circumstances out with the control of the Owner from making the Property available to the Hirer, the hire charge will immediately be refunded in full to the Hirer. The Hirer will not be entitled to any compensation or damages for cancellation of a booking for this reason.

19. HOLIDAY LETTING

By entering into the booking contract the Hirer agrees that the booking contract confers a right to occupy the Property for a holiday only and is not an assured tenancy by virtue the provisions of Section 12 (schedule 4 paragraph 8) of the Housing (Scotland) Act 1988.

20. WIFI AND INTERNET CONNECTION

The Property has wifi internet connection but the Hirer should be aware that the download and upload speeds are slow.

21. MOBILE PHONE RECEPTION

The Hirer should be aware that the mobile phone reception inside Stalker's Lodge is

weak and non-existent for some networks. This is due to the location of the house and beyond the Owner's control. Outdoors there is a good reception for most networks, including 4G, but during bad weather the signal can be temporarily lost. This is a network issue and beyond the control of the Owner. The mobile phone reception in Keeper's Cottage is good for most networks. The Hirer should contact the Owner in advance of booking their holiday mobile phone reception is a concern.

22. HOLIDAY PROTECTION & CANCELLATION

Insurance cover against the Hirer's holiday being cancelled is not included in the Booking cost. The Agent offers holiday protection and insurance cover as an extra – please refer to the Agent's website.

23. USE OF KAYAKS AND BOAT

It is a condition of use that buoyancy aids must be worn for the kayaks and life jackets for the rowing boat. These are provided by the Owner. The kayaks and rowing boat are only available for use from 1st April to 1st November.

24. TENNIS COURT

The tennis court is available for use by the Hirer on a first come first served basis, from 1st April to 1st November inclusive.

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