



Terms and conditions to apply to any bookings made from 17th August 2023.

The terms and conditions of the tenancy are:

Once a booking has been confirmed, a Contract has been entered into. The person whose name appears on the Booking Form agrees to take full responsibility for ensuring that all the following Conditions of Let are adhered to by all members of the party.

1. The Property

The "Property" includes:

- 1.1. the furniture, fixtures and fittings specified in the inventory;
- 1.2. the use of any rights of access, path, drive, garden, swimming pool, any common parts and any other things reasonably necessary for the enjoyment of the property and which the Owner can grant.

2. The letting period is: 4.00 pm on day of check in to 10.00 am on the day of check out unless otherwise stated and agreed

3. Direct payment: If booking is made 42 days or more prior to arrival The Holiday Maker will pay a 25% deposit to the Owner. Only when this is received is the booking confirmed. The remaining amount is due 42 days prior to arrival date. If the full amount is not settled by the deadline we reserve the right to re-let the property. For bookings made within 42 days of the arrival date the full amount is required to confirm.

4. Listing Agency Payment: Payment system will be outlined by relevant agency

5. Occupancy: The maximum occupancy of the property must not be exceeded unless agreed otherwise at time of booking.

6. Cancellations due to COVID-19

6.1 If the Holiday Maker cannot travel due to Level or Tier systems due to COVID-19, the Holiday Owner must inform the Owner in writing. The Owner will move the booking to another agreed date or will refund any money paid by the Holiday Maker. Please note refunds may take up to 30 days during busy periods for the Payment Processor.

6.2 If the Owner cannot accept the Holiday Maker due to the Owner being put into a Level that doesn't allow travel out-with the area the Owner will contact the Holiday Maker and offer to either move the booking to an agreed date or refund the Holiday Maker any money paid.

6.3 If there is a national lockdown the Owner will contact the Holiday Maker to either move the booking to an agreed date or the Owner will refund the Holiday Maker any money paid.



6.4 If the Holiday Maker decides to move their booking to another date prices may vary depending on the time of year.

6.5 Cancellations must be made in writing.

6.6 **Cancellations due to the Holiday Maker (or any member of the Holiday Maker's party) having to self-isolate due to COVID-19 or falling ill with COVID-19 are not covered by our COVID-19 cancellation policy** and will be subject to the General Cancellations outlined from point 6.7. The owner strongly recommends that the Holiday Maker takes out appropriate insurance before booking to cover for this.

General Cancellations out-with COVID-19

6.7 Cancellations must be made in writing by the Holiday Maker to the Owner

6.8 Every effort will be made to re-let the Holiday Maker's dates. If the Owner does receive another booking, the Holiday Maker will then be refunded at the re-let amount.

6.9 We strongly recommend that the Holiday Maker takes out appropriate travel insurance to cover cancellations.

6.10 If the Owner has to cancel a booking every effort will be made to either find alternative accommodation for the Holiday Maker or a full refund will be made.

6.11 Please note refunds via our Payment Processor may take up to 30 days during busy periods.

7. COVID-19:

7.1 The owner and any cleaning agent will adhere to cleaning protocols and risk assessments set out.

7.2 Holiday Makers are required to follow current Government guidelines in relation to COVID-19.

7.3 If the Holiday Maker develops COVID-19 symptoms while on holiday they are required to (if possible) travel home immediately and inform the Owner. No refund will be made. If the Holiday Maker is required to self isolate in the property they will be charged for the total stay plus any money required to be refunded to other Holiday Makers affected by cancelled bookings. Pricing will be implemented at the current rate stated on the Croftness Cottages website.

7.4 If the level COVID-19 level system or tier system affects the Holiday Maker's booking the COVID-19 cancellation will come into affect.

8. **Dogs:** It is the Holiday Maker's responsibility to inform the owner that they are bringing a dog. It is the Holiday Maker's responsibility to ensure that the 'Dog Friendly Policy' is adhere to throughout their stay.

9. **Complaints:** Any complaints should be passed onto the Owner by the Holiday Maker immediately to allow it to be dealt with appropriately and swiftly. If any complaint is received by the Owner about the Holiday Maker, the Owner has the right to address this in the appropriate manner. If no solution is found the Owner has the right to ask the Holiday Maker to leave the property with no reimbursement of monies paid.



10. **Charging of Electric Vehicles:** charging of electric vehicles is prohibited at the property.

11. **Holiday Makers promises**
In this paragraph, a promise by the Holiday Maker not to do something also implies that the Holiday Maker will not allow anyone else to do that same thing. The Holiday Maker now promises that he/she will:
 - 11.1. keep the interior of the Property in clean and good repair and condition
 - 11.2. not smoke in the property
 - 11.3. clean and keep free from blockages and obstructions all baths, sinks, lavatories, cisterns, drains, gutters, pipes, chimneys and the like;
 - 11.4. not dispose of "wet wipes", disposable nappies or other items of personal hygiene down the lavatory;
 - 11.5. keep clean the linen, towels, carpets, curtains and all other items in the inventory; any cost accrued through damage/staining will be charged to the Holiday Maker.
 - 11.6. keep clean the insides of all windows and replace any which break for any reason;
 - 11.7. pay for any necessary repairs or replacement goods damaged during the letting period;
 - 11.8. use the Property only as a holiday home for no more people than the maximum occupancy as stated above and will not operate a business at the property or use it for any improper, immoral or illegal purpose;
 - 11.9. not assign, sublet, charge or part with or share possession or occupation of all or part of the Property;
 - 11.10. not cause nuisance or annoyance to the Owner, other Holiday Makers or any neighbour;
 - 11.11. not change or remove any of the Owner's furniture, fixtures and fittings or items on the inventory;
 - 11.12. not change or install any locks on any doors or windows nor have additional keys made for any locks without the prior written consent of the Owner;
 - 11.13. report to the Owner any disrepair or defect in respect of the Property or the fixtures and fittings and report any failure of mechanical or electrical appliances;
 - 11.14. allow the Owner, his agent or contractors access to the Property at reasonable hours during the day, or to carry out urgent and unforeseen repairs or other works to the Property or to carry out maintenance of the appliances. The Owner will normally give at least 24 hours notice but the Holiday Maker will give immediate access in an emergency;

11.15. whenever the Property is left unattended, the Holiday Maker will fasten all locks to all doors and activate any burglar alarm, to prevent unauthorised access to the Property.

12. Owner's promises

The Owner now promises that he will:

- 12.1. comply with all of his/her statutory obligations;
- 12.2. pay all the costs of ownership in relation to the Property including the cost of all services now installed at the Property and used by the Holiday Maker during the holiday;
- 12.3. (provided the Holiday Maker performs the obligations set out in this agreement) not interrupt or interfere with the Holiday Maker's right to quiet possession and enjoyment of the Property.

13. Insurance

- 13.1. The Owner will maintain whatever insurances they wish against any risk relating to the property. The Owner will not insure anything owned by the Holiday Maker.
- 13.2. The Holiday Maker will not do, nor allow anyone else to do, anything that could adversely affect the Owner's insurance of the Property.
- 13.3. If the Holiday Maker does anything that prejudices the Owner's insurance, they will be liable to the Owner for any resulting loss.

14. Holiday Maker's departure

At the end of the tenancy the Holiday Maker will:

- 14.1. immediately return all the keys of the Property to the Owner or comply with such arrangements for the return of the keys as the Owner reasonably suggests before the commencement of the tenancy;
- 14.2. remove all personal effects and rubbish and leave the Property and the Owner's fixtures and fittings in the same clean condition and state of repair as at the start of the tenancy, fair wear and tear excepted. Any of the Holiday Makers personal effects that are left behind will be taken to the local thrift shop. Note that rubbish should be dropped at the bottom of track and put in the appropriate bin and any glass should be removed to a glass recycling facility.

15. Inventory check

- 15.1. At the end of the Tenancy the Owner will check the inventory room by room. Any damage will be evidenced by photos.
- 15.2. If the Owner is not satisfied as to the condition of a room or anything in it, the Owner may propose a sum to be paid by the Holiday Maker, in order to put the matter right. The Owner must provide a written breakdown of any deduction proposed.

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- 15.3. If the Holiday Maker does not agree to the sum claimed, the Owner will obtain a written quotation for the cost of rectification from a contractor not connected to him/her.
- 15.4. The Owner may then accept the quotation and pay for the work. He/she must then provide copies of the quotation and the subsequent invoice to the Holiday Maker.