

## Terms and Conditions

### Grangeview Holiday Homes, including:

#### **The Farmhouse, The Bothy, The Stables, The Mill House, The Granary & The Hayloft.**

*"Owner" shall mean Grangeview Holiday Homes*

*"Customer" shall mean the individual who made the booking*

*"Tenants" shall mean the "Customer's" party and must include the "Customer"*

#### **Booking**

It is the responsibility of the customer to check the dates are correct, that the customer is arriving and departing. The owner will not be responsible for wrong dates booked, even if the owner has filled in the dates for the customer.

#### **Payment**

A deposit of 50% of the total cost of your stay will be payable to secure your booking. The balance is payable thirty-one days before the arrival date. Any bookings made less than thirty-one days before the arrival date will be payable in full. If the balance payment is not received by the stated date, the dates will be made available, and the deposit forfeited.

#### **Cancellation**

Cancellations must be notified to and received by us in writing (preferably by email).

We will be more than happy to change the dates of your booking, otherwise the deposit is non-refundable.

If it is cancelled within 30 days of your arrival date no refund will be given unless we can rebook the property & it will be less a 10% administration fee.

In the event where we are forced to close and need to cancel your booking, we will provide you with a full refund or change your dates.

We would therefore strongly advise that you take out your own holiday insurance.

#### **Disclaimer**

The Owners have taken every care to ensure the accuracy of property descriptions on their web site, and all information is provided in good faith and is believed to be correct.

#### **Complaints**

No complaints can be considered unless notified during the customers' stay in the property. It is the duty of the customer to minimise any loss to them and therefore it is their responsibility to inform the owner at the earliest possible opportunity of any problem.

#### **Damage, Loss and Theft**

If you arrive and find that something is damaged or not working, we ask that you please report this to us immediately. We will repair or replace the item as soon as possible. If we have to wait for a new item or part to be delivered you will accept that. If you cannot live in the property due to the problem, and you did not cause the damage, you will be given a refund.

The Owner, his agents or employees, accept no responsibility for loss, injury or damage to any member of the Customer's party or their property including vehicles, howsoever caused, arising in any manner out of the let of the premises.

### **Occupation**

The Customer warrants that the properties let are 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 of Schedule 4 of the Housing (Scotland) Act 1988 apply, namely, "a tenancy the purpose of which is to confer on the tenant the right to occupy the house for a holiday."

The Customer shall not sub-let the premises or any part thereof. The Customer binds and obliges himself to vacate the premises hired without demand at the termination of the period of hire.

The number of people occupying the premises shall not exceed the number stated at the time of booking. We reserve the right to remove a person or persons from the property due to unreasonable behaviour, damage to the property or exceeding the stated occupancy.

### **Arrival / Departure**

The Property will be ready by 12noon, and the property must be vacated by 12noon on the date of departure.

### **Access**

The Owner has the right to enter the property at any reasonable time for the purpose of inspection, repair work, etc.

### **Additional Charges**

In the following instances there will be additional charges:

For breakages, any lost, damaged or stolen items will be paid for in full: The Customer should report any deficiency which they notice on arrival, and any which occurs during their stay. Where appropriate, the Customer will be liable to pay the replacement cost of the item broken, lost, damaged, misused or stolen plus there will be a £40 administration charge.

When Tenants leave the house, furniture or equipment dirty. The house will be in a clean condition on your arrival, and Tenants must leave it in a like condition. The right is reserved to make a charge for additional cleaning if the property has not been left reasonably clean.

### **Pet Rules**

Whilst we welcome well-behaved dogs, they are not permitted on any of the furniture or in any of the bedrooms. They must not be left unattended in the house at any time. Dogs must not foul in the garden and should be taken out with the garden to do their business and it must be picked up and disposed of responsibly. Dogs must be supervised at all times even in the garden. Any damage caused will be charged

### **Smoking / Vaping**

Smoking or vaping is not permitted within any of our properties.

### **Wifi**

Free Wi-Fi and broadband internet is provided for your reasonable use and may be subject to separate terms and conditions. You agree to reasonable and lawful usage of this service. We will not be liable for slow connections or for any interruptions to or the failure of this service.

### **Electric Vehicles**

It is not permitted to charge electric vehicles from the internal house sockets. Any guests found to be doing so will be liable for the electricity cost of doing so.

### **Security**

The Customer undertakes to leave the property secure if left unoccupied during the period of let.

### **Disclaimer**

The Customer undertakes to relieve the owner from any liability for damage or injury in the property or in the areas around the property, eg the garden, the play equipment, the road, however caused, by any member of his party.

### **Force Majeure**

We won't be deemed to be in breach of this Contract, or otherwise liable to you, by reason of any delay in performance or non-performance of any of our obligations in this Contract to the extent that such delay or non-performance is caused by circumstances beyond our reasonable control (for example such as fire, flood, exceptional weather conditions, epidemics, pandemics, destruction/damage to our property, internet or other communications failure, blocked roads, war/terrorism, nuclear/radioactive disaster) (these are sometimes referred to as "Force Majeure Events")

If for any reason beyond our control, we are forced to cancel your Booking (or bring it to an end early) we will refund you the full amount of your remaining lodging costs based on the time of your Booking remaining. This will be the full extent of our liability and no additional compensation, expenses or costs (such as travel or replacement lodging costs) will be payable.

**Miscellaneous**

In the event that any individual term or clause stated in this contract is not permissible by law, the remainder of the Contract shall remain valid.

This Agreement shall be governed by and construed in accordance with the Laws of Scotland and shall be subject to the jurisdiction of the Scottish Courts.

If in the very unlikely event there is a double booking, the last customer to arrive will receive back any payment that he or she has made and asked to find other accommodation on their own.

This does not affect your statutory rights.