

## **HIRING TERMS AND CONDITIONS FOR DRUIMDARROCH, LEACNASAIDE, GAIRLOCH, ROSS-SHIRE**

1. The property is let to the tenant for the agreed period to be occupied as a “holiday house” only by the tenant and family or friends with no right to sub-let in whole or part without the permission of the owner. The contract between the tenant and the owner is in terms of Schedule 4 Section B of the Housing (Scotland) Act 1988 and confers the right to occupy the property for holiday purposes only. The tenant and/or his/her invitees jointly acknowledge that the tenancy granted by this agreement is not an assured tenancy and that no statutory periodic tenancy will arise when it ends.
2. Bookings cannot be accepted from persons under 18 years of age.
3. The agreed rental is to be paid in advance. A deposit of £100 is payable on booking. The receipt of the deposit and confirmation by the owner is treated as a firm booking and the tenant becomes liable for the full balance of charges which is to be paid 6 weeks before commencement of the letting period. The deposit is not refundable. Non-payment of the balance of hire charges after 7 days of the due date will result in the property being available for re-letting by the owner. If the owner is unable to re-let the property the tenant remains liable for the full amount.
4. Cancellation. See below for refunds of the remaining balance:
  - a. 42+ days - 100% refund of balance due
  - b. 30-42 days - 50% of balance due or 100% of balance if property is re-let
  - c. 0-30 days - No refund, or 100% of balance if property is re-let
5. If the owner is prevented, because of circumstances beyond her control (e.g. fire damage, drought, flood or the interruption of utility supplies), from putting the property at the disposal of the tenant, the hire charge shall be refunded in full but the tenant shall have no further claim against the owner.
6. The property is available for occupation from 4.00pm on day of arrival and should be vacated by 10.00am on day of departure.
7. The number of persons occupying the property must not exceed 6 adults/children. 2 dogs are permitted. Pets should not be allowed in bedrooms or on furniture and kept under control while in the property and the surrounding grounds. Dog owners should ensure that their pets are free of parasites and fleas, and that any fouling in the grounds is cleared up without delay.
8. Smoking is not allowed.
9. The owner will pay all council taxes and will keep the premises wind and water tight. The owner will also pay for the electricity and oil consumed. Bed linen and towels are provided by the owner unless otherwise discussed.

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10. The tenant will undertake to maintain and hand over the premises in good condition at the end of the tenancy, fair wear and tear accepted and subject always to the tenant not being responsible for any damage to the premises from acts or events for which he/she or his/her family or guests or others having access to the premises on his/her authority are in no way responsible. No nails or screws will be driven into any walls or woodwork either interior or exterior by the tenant or his/her household and no repairs shall be instructed without the prior approval of the owner. The tenant must report and pay to the owner the cost of any damage or breakages made during their holiday occupancy.
11. The tenants' right to occupy the property may be forfeited without compensation if:
  - a. More people or pets than declared at the time of booking or before the commencement of the holiday attempt to take up occupation during the period of occupancy
  - b. Any activity is undertaken which is illegal, or may cause unreasonable damage, noise, behaviour or disturbance
  - c. There is any smoking within the property
12. If there are any complaints about the property, or if something is not working, please contact the owner or her representatives whose telephone numbers are provided in your welcome information at the house. It is important that this is done whilst you are still at the property so that an on-the-spot investigation can be made if necessary, and remedial action taken if required. In no circumstances will compensation be considered for complaints raised after the holiday has ended when the tenant has denied the opportunity of investigating the complaint and endeavouring to remedy matters during the holiday.
13. The owner or her representative shall be allowed access to the property at any reasonable time during the holiday occupancy.
14. The tenant agrees that for all purposes with or arising out of this agreement he/she is liable to the jurisdiction of the Scottish Courts.