

SCOTTS CASTLE HOLIDAYS BOOKING CONDITIONS

Reservations are accepted by Scotts Castle Holidays (SCH) on behalf of owners only on the conditions shown on the Booking Form together with the following booking conditions ("the Booking Conditions");

1. Letting Contract

Scotts Castle Holidays (SCH) acts entirely as Booking Agents for the owners of all the properties offered and contracts accepted by SCH shall be between the Person signing the Booking Form (The Applicant) and the owner of the property for whom the booking is made (The Owner).

2. Liability of Responsible Applicant

The Applicant certifies that he or she is authorised to sign the Booking Form on behalf of all persons who will occupy the property during the period for which he has booked it and that they are all, apart from infants, aware of the Booking Conditions. The brochure description of each property clearly indicates the maximum number of guests who may occupy it and the surrounding grounds. Exceeding this number constitutes a breach of contract and the Owner of the property has the right to terminate the booking forthwith and all monies paid by the applicant will be forfeit.

3. Confirmation of Booking

No booking will be accepted by SCH unless a Booking Form has been filled in by the Applicant and accepted by SCH on behalf of the Owner. The Agency accepts bookings only on the condition that the client has suitable cancellation insurance and if requested provides proof of it.

4. Accuracy

Whilst representations both verbal and visual contained in the brochure and on the website and in other advertising matter are made in good faith and carefully scrutinised and agreed with the Owners, neither they nor any oral representations made by any employee of SCH form part of the Contract. The Agency uses its best endeavours to ensure the accuracy of all information however, from time to time there may be minor differences between the actual property and its description, as both the Agency and Owner constantly strive to improve services and facilities, or because a problem renders a service or facility unavailable. In the event that such a change is likely to affect the Clients enjoyment, the Agency will advise them as soon as reasonably possible.

5. Cancellation by the Applicant

Any cancellation made by the Client for whatever reason shall be in writing and addressed to the Agency at its designated address. **Deposits and balances are non-refundable in the event of a cancellation not covered by appropriate insurance.** The Applicant still remains liable for the final payment on the due date (56 days prior to the date of the booking) and failure to make such payment in full at the time will be treated as a Breach of Contract. On receiving the cancellation SCH will offer the holiday again at a price which in its experience is most likely to result in the holiday period being re-let. If this is achieved the Applicant will be refunded with all the monies paid less fifty pounds (£50+VAT) per booking week and any losses incurred in re-letting the property including loss of rental.

6. Balance Payments

Final Payments set out in the Booking Form are due eight weeks (56 days) before a holiday commences. If the final amount is not paid on the due date SCH will then advise the Applicant by Recorded Delivery at the address given by the Applicant on the Booking Form that his booking is cancelled and his initial payment is forfeit and that he remains liable for the full amount of the final payment. Without further delay SCH will then offer the holiday once more at whatever price it feels appropriate. In the event of a re-let repayment shall be paid to the Applicant after deduction of any difference in the rental received on re-letting together with any reasonable administrative or professional costs incurred in connection with such re-letting. We may accept your balance payment in more than one instalment (to be

paid in full by the due date), strictly on request and subject to a £5 per payment administrative charge.

7. VAT

Value Added Tax is included in the Rental figures shown. It has been levied at the rate appropriate at the time of booking for payment on the due date. If changes occur in VAT levels Rentals will be amended accordingly and Applicants who have already made bookings which are affected by the change will be credited or debited with the appropriate amount.

8. Pets

Pets are allowed only where it is specified in a property description or otherwise by confirmed agreement in advance with the Owner and the Agency. The Applicant accepts liability for any damage the pets may make and on the condition that they will not be left unattended in the property. Pets are not permitted in the bedrooms or on the furniture and SCH nor the Owners can accept responsibility for their safety. Pet owners are expected to bring suitable bedding for their animals. Any Applicant who takes a pet into the property without permission or without notifying SCH in writing or on the Booking Form is in Breach of Contract and the owner of the property has the right to terminate his booking forthwith and to retain all monies paid by the Applicant.

9. Duration & times of rental

Properties are available from 4.00pm on the "holiday start" day until 10.00am on the "holiday finish" day. These times must be strictly adhered to except by special arrangement with the owner or his key holder, whose address is shown on the Directions & Key Details Form sent with SCH's balance/full payment invoice. No member of SCH's staff may agree to such a change.

10. Complaints

In spite of the care and precautions taken it is possible that Applicants could have grounds for complaint about the property they have chosen. **Any complaint must be taken up immediately in full with the key holder or the Owner.** The function of SCH is to provide a service letting holiday properties. It is not a party to the Contract between the Owner and the Applicant and performs its functions entirely as a Booking Agent. However, if the applicant, having contacted the owner or their representative, is still not satisfied, they should contact SCH to ask it to take such reasonable steps as it is able to in an endeavour to put the matter right. In the event that disputes cannot be resolved SCH reserves the right to refer the matter to the relevant local Tourist Board whose decision shall be final and binding.

11. Number of Occupants

The maximum number of persons stated as being allowed in a property may not be exceeded without the prior consent of the Agency. Neither can the Client significantly change the composition of the holiday rental party during occupation of the property.

12. Alterations to Booking Form & Conditions

No Owner or member of the staff or servant of SCH has the right to modify SCH's Booking Form or "Booking Conditions" or to make any representation or undertake any liability on behalf of SCH except an authorised representative of SCH (M) and then only in writing.

13. Previous Brochures

The current Brochure and these Booking Conditions replace and supersede all previous Brochures and Booking Conditions.

14. Users Risk

The use of the amenities provided by the Owners such as swimming pools, swings, rowing boats, etc., is entirely at users risk and no responsibility can be accepted for any injuries to persons or loss or damage to any belongings of persons who use them as provided in paragraph 15b.

15. Liability

a) If the property should not be available owing

to damage by fire or storm or for any reason outside the control of the Owner or SCH or for any reason the Owner is not able to comply with this agreement the Owner shall refund to the Applicant through SCH the full amount of the monies paid to SCH and the Owners and SCH's liability is limited to the refunding of such monies.

b) The Agents are not liable for cancellation of any letting, delay or the failure to provide facilities or for the failure to provide accommodation howsoever the same may arise. The Agents are not liable in the event of any alteration or change of any kind made by the Owner following the confirmation of any reservation by the Agents on behalf of the Owner. Except in respect of death or personal injury caused by the negligence of SCH or the Owner and their respective servants and save to the extent provided in clause 15a neither SCH nor the owner, will be liable for any accident, damage, direct or consequential loss, injury, expense or inconvenience whether to person or property which the Applicant or any other person may suffer arising out of, or in any way connected with the letting howsoever caused.

16. Cancellation by the Owner

(a) The Owner is entitled at his/her sole and absolute discretion to refuse to hand over to the Applicant, or to repossess the property (which includes the fixtures, fittings, furnishings and decorations) if the Owner reasonably believes that any damage is likely to be caused, has been caused or is being caused by you or any members of your holiday rental party. These circumstances will be treated as a cancellation by you. No refund of any monies you have paid in respect of your booking will be made and neither the Owner nor the Agency will have any liability to you as a result of this situation arising (including for example any costs or expenses you incur due to not being able to occupy the property). In this situation neither the Owner nor the Agency is under any obligation to find any alternative accommodation for you.

(b) If an Owner is prevented, because of circumstances without his control, eg (fire damage, drought or the interruption of utility supplies) from putting his property at the disposal of the Applicant, the hire charge shall be refunded in full but the Applicant shall have no further claim against the Owner.

17. Overseas Bookings

Overseas Guests may pay in Sterling cheque drawn on a UK bank, Mastercard, Visa, American Express Maestro or by international electronic bank transfer. Any charges for payments from overseas will be passed on to the Applicant.

18. Good Housekeeping Deposit (GHD)

Upon the grant of tenancy the Applicant has the right to use and enjoy the property for the agreed period. The Applicant agrees to keep the property and all furniture, fittings, equipment and other contents in/or on the property in the same state of repair and condition as at the commencement of the let (reasonable wear and tear excepted). The Agency reserves the right to request receipt of the full housekeeping deposit prior to arrival at the property (or following departure), to act as surety against damage or breach of booking terms. **The Applicant is responsible for reimbursing the Owner for the actual costs of any breakage or damage in or to the property, along with any additional costs that may result.** Please refer to the separate GHD Terms & Conditions for more information.

19. Tenancy Agreement

The contract effected on receipt of confirmation of booking is in terms of the Housing (Scotland) Act 1988 and confers on the tenant the right to occupy the property for the period agreed for holiday purposes only. Your Statutory rights are not affected by anything contained within these Terms & Conditions.