



## *Conditions of Hire.*

1. *The Hirer warrants that the subjects 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 cottage for a holiday."*
2. *The Hirer shall not sub-let the premises or any part thereof.*
3. *The number of people occupying the premises shall not exceed the number stated for the premises. (Fuchsia Cottage is equipped for no more than five beds plus one cot).*
4. *The Hirer binds and obliges himself/herself to vacate the hired premises without demand at the termination of the period of hire.*
5. *The Hirer binds and obliges himself/herself to pay to the lessor in respect of any loss or damage beyond fair wear and tear.*
6. *Cancellation. The Hirer agrees that, in the event of cancellation, while every effort will be made by the lessor to re-let, if a substitute cannot be found, the Hirer will be responsible for paying for the period of tenancy booked. The Hirer is encouraged to take out Cancellation Insurance.*

*a): Terms of Payment: Unless otherwise agreed the following terms of payment apply. A 20% non returnable deposit is payable at the time of reservation. The balance is due 6 weeks prior to commencement of the let.*
7. *The Lessor may treat the booking as cancelled if the balance of the payment is not sent by the date agreed in the booking agreement, and every effort will be made to re-let the vacancy. The due date for full payment is notified in the lessors invoice.*
8. *The Hirer shall, at all times keep the hired premises in a clean and tidy condition.*
9. *The Hirer shall undertake to prevent any member of his/her party from causing a nuisance or disturbance to neighbours.*
10. *The Hirer undertakes to leave the hired premises secure if left unoccupied during the period of let.*
11. *The Hirer undertakes to relieve the lessor from any liability for damage of injury however caused by any member of their party.*
12. *The Lessor, his agents or employees, accept no responsibility for loss, injury or damage to any member of the Hirer's party of their property, however caused, arising in any manner out of the let premises.*
13. *The provision of wireless access (wifi) to the internet is an additional optional provision. If for any reason a connection cannot be made we cannot be held liable. We will not offer any refund to the price paid for the let of the cottage. We may make a nominal charge for the supply of a password to enable access.*

## **Contract**

*When you submit a booking via our online reservation system you will receive an automatically generated booking summary by email to the email address you provide in the booking form. This does not form a contract between us. A contract shall only arise when your booking is subsequently confirmed in writing via a letter of confirmation sent to you by post or email.*

## **Data Protection Act:**

*The information supplied by you and contained on this booking form will only be used to arrange, confirm, invoice and correspond with you in connection with the provision of holiday self catering accommodation provided by us for your use during a specific period, This information will only be used by us for our own marketing purposes and will not be divulged to any third party except if requested by the proper authorities in connection with fraud or other crime. We may also use and disclose the information for statistical analysis, but in that case you would not be identified personally.*