

## **Terms & Conditions of Rental**

Please read these conditions carefully prior to making the booking.

### **Making a Booking**

The completed booking form, showing the names of all persons on whose behalf you are making a booking must be completed and signed by the party leader. The party leader must be over 18 years old and confirms that he/she has the authority of all other persons included on the booking form to make the booking on their behalf and that he/she has read and accepted these Booking Conditions.

A non-refundable deposit of £100/\$160 per week is required at the time of booking. Deposits excluding Security deposits are accepted as part payment towards the total cost of the villa rental. On receipt of your completed booking form and deposit, we will reserve your accommodation. Your booking will be confirmed and accepted in respect of all persons named on the booking form in writing. It is important to check the details on the confirmation and that all the dates are exactly as you requested.

Instructions and deposits taken by telephone and verbally confirmed are binding and will be subject to the same terms and conditions as written confirmations.

It is our responsibility to provide you with the accommodation you have booked as confirmed to you and subject to these booking conditions. If you want to cancel or change your booking you may have to pay amendment or cancellation costs, which may be as much as the total accommodation cost.

### **Security Deposit**

A security indemnity deposit of (but not limited to) £200/\$320 is required per booking. This amount may be varied at the owners/managements discretion. This will indemnify us against any exceptional or additional charges arising from the use of the property or accommodation for (but not limited to) excess cleaning costs, damage, replacement or repairs to the property or its contents or loss or failure to return keys. Security deposits will be refunded within 14 days of return subject to there being no damage to the home or its contents.

### **Paying the Balance**

Balances (including the Security Deposit) are payable in full 10 weeks before arrival. For bookings within 10 weeks of arrival the total rental amount plus security deposit is payable in full at the time of booking. If payment of the balance of the price of the rental is not received by the due date, we reserve the right to cancel the booking for the villa, in which case we are entitled to keep all deposits paid in respect of the rental and you will have to pay a cancellation charge as though there had been a cancellation.

We reserve the right to raise or lower the prices at any time before you book the villa. Prices may vary and you should make sure you have been quoted the latest price. You will be advised at the time of booking. Once you have booked

and confirmation has been dispatched, the price of the rental is guaranteed except that we may pass on to you and you will have to pay, any tax, duty, levy or any increase in such tax, duty or levy that is charged by any government or other authority after the date your booking is confirmed and accepted.

### **Changes**

All descriptions are made in good faith and every care is taken to ensure their accuracy. Advertised facilities and amenities may on occasion be restricted, curtailed or changed. In these circumstances we will, if possible, notify you of such changes. We will not be liable for any such changes beyond our control, nor shall any such event give rise to any refund or other claim whatsoever against us. All prices are subject to availability and change.

### **Special Requests**

We will endeavour to fulfil any special requests made at the time of booking. However, they cannot be guaranteed.

### **Cancellation by You**

Your cancellation can only be accepted if it is in writing from the person who signed the booking form. Cancellation will be effective from the date it is received and acknowledged by us. We reserve the right to consider the booking cancelled if the balance is not paid 10 weeks before departure. It is recommended that notice of cancellation be sent by recorded delivery post. Cancellation charges will be calculated as set out below:

More than 10 weeks before arrival - deposit only.

0 to 10 weeks before arrival - 100% rental

### **Travel Documents & Insurance**

All passport, visa, travel insurance and health certificates are your responsibility and we accept no responsibility for any delay or expense incurred through loss or any irregularities in your documents.

It is your responsibility to arrange appropriate insurance cover for all members of your party for personal injury etc. All members of the party use the pool/spa entirely at their own risk. Guests should obey the pool/spa rules and remember that this is a private pool and all children should be supervised at all times.

### **Complaints Procedure**

Whilst it is unlikely that you should have a complaint while you are on holiday, you must tell the local Management Company immediately. They will do their best to resolve any problem to your satisfaction. In the unlikely event that any complaint cannot be settled quickly, you should contact us in the UK. We cannot accept liability for any complaints that have not followed the above procedure and which are not received by us in writing within 10 days of your return. Claims in respect of accommodation are limited to the total rental amount paid.

## **Liability**

We the owners, and our agents accept no responsibility or liability for acts or omissions over which they have no control. This includes (but is not limited to) airlines, car hire companies and for loss or damage caused by Force Majeure events. For the avoidance of doubt Force Majeure means any circumstances which are unusual or unforeseeable and are outside our control including (but not limited to) war or threat of war, riot, civil commotion or strife, hostilities, political unrest, government action or airport regulations, strikes and other industrial disputes, natural or other disasters, fire, acts of God, nuclear incident, terrorist activity, weather conditions, technical problems with transportation, delays, closure of airports and temporary equipment failure in the villa. Your travel insurance may cover you in some of these events.

All guests will be responsible for behaving in a responsible manner and in accordance with local regulations. We do not accept any responsibility for termination of your rental arrangement due to guests causing distress, annoyance, damage or danger to others and therefore will not consider any claims for compensation. We cannot accept any liability for injury to guests or visitors to the home or by use of swimming pool or spa or for loss or damage to personal property howsoever caused.

The owners and their agents reserve the right of entry at any time. This includes workers such as pool maintenance, gardeners etc.

## **General Conditions**

The villa is available for occupation from 4pm. Check out time is 10 am. Requests for early check-in or late check-out will be dependant upon availability. Stays of 5 nights or less will incur a cleaning fee of £60/\$95.

Signing of the booking form constitutes acceptance of the terms and conditions on behalf of the party booked. Booking or rental means the booking or rental made by you or any person on your behalf that is named on the booking form. The accommodation cannot be shared or sublet. All persons intending to occupy the villa must be shown on the booking form. Clients are strongly advised to take out holiday travel insurance.

No all male/female parties or parties of guests who are all under the age of 21 will be accepted. For the comfort of guests, our home is strictly a non-smoking home, however, smoking is permitted on the pool deck area. Please use the ashtrays provided.

Pets are not permitted.

## **Jurisdiction**

These conditions do not affect your statutory rights and are subject to Scottish law and the jurisdiction of the Scottish courts.