

Terms & Conditions of Rental

Please read these conditions carefully prior to making the booking.

These Terms & Conditions are incorporated into and are part of the Rental Agreement entered into between you (hereinafter "Guest") and "Duncan & Wilma Peace" (hereinafter "Owners").

Making a Booking

The completed booking form, showing the names of all persons on whose behalf Guest is 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 Terms & Conditions.

A non-refundable deposit of £100 per week is required at the time of booking. This is accepted as part payment towards the total cost of the villa rental. On receipt of Guest's completed booking form and deposit, the Owners, will reserve the accommodation. Guest's 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 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 Owners' responsibility to provide Guest with the accommodation booked as confirmed to Guest and subject to these terms and conditions. If Guest wishes to cancel or change the booking, this may incur an amendment or cancellation cost, which may be as much as the total accommodation cost.

Paying the Balance

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

The Owners reserve the right to raise or lower the prices at any time before a rental booking is made. Once the Guest has booked and confirmation has been dispatched, the price of the rental is guaranteed except that the Owners may pass on to Guest and Guest 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 the booking is confirmed and accepted.

Damages: Home Damage Waiver or Security Deposit

At time of final payment of the rental, a home damage waiver (HDW) of £40 will be offered to cover damage to the home and contents caused by Guests in excess of normal wear and tear. As used herein Guest shall include all party members. A Guest that has purchased HDW will not be obligated to pay for loss or damage to the contents of the home during their stay up to an aggregate amount of £600 per stay, but will be fully liable for all losses in excess of £600.

For those guests purchasing home damage waiver, certain conditions apply:

- a) HDW coverage does not include intentional acts of a Guest, gross negligence or wilful misconduct, any damage guests have failed to report to the Owners, prior to or upon check out. HDW only applies to the direct physical loss or damage to the property and its contents and does not cover loss or damage to any property owned by or brought on to the premises by Guest.
- b) Guest must report all damage Immediately to Owners. As used herein "Immediately" means within 24 hours of the loss and in all cases, prior to check-out. HDW is void if guests fail to report damage to the premises and contents Immediately.
- c) Purchase of the HDW is optional. Owners encourage the purchase of the HDW to cover those circumstances that may arise during guests stay and are purely accidental. If Guest elects not to purchase the HDW, Owners will require a refundable security deposit of £200. The security deposit does not relieve guests of liability for damages that exceed the amount of the security deposit. The security deposit will be refunded within 14 days of villa departure, subject to there being no damage to the home or contents or loss of its inventory during rental period.

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 the Owners will, if possible, notify the Guest of such changes. Owner will not be liable for any such changes beyond their control, nor shall any such event give rise to any refund or other claim whatsoever against the Owners.

Special Requests

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

Cancellation by Guest

Guest 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 Owners. The Owners 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 Guest's responsibility and Owners accept no responsibility for any delay or expense incurred through loss or any irregularities in Guests documents.

It is Guest's responsibility to arrange appropriate insurance cover for all members of their party for personal injury and the like. 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 Guest should have a complaint while on holiday, Guest must tell the local Management Company immediately. They will do their best to resolve any problem to Guest's satisfaction. In the unlikely event that any complaint cannot be settled quickly, Guest should contact Owners in the UK. Owners cannot accept liability for any complaints that have not followed the above procedure and which are not received by them in writing within 7 days of Guests return. Claims in respect of accommodation are limited to the total rental amount paid.

Liability

The Owners' and their 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 Owners 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. Guest travel insurance may provide cover in some of these events.

All Guests will be responsible for behaving in a responsible manner and in accordance with local regulations. Owners 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. Owners 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 management company employees, pool maintenance, etc.

Pool Heating (when requested)

Pool heaters, once switched on, take 24 hours to bring the temperature up to the desired setting. During winter months should temperatures outside drop to 55 degrees or lower the pool heater will automatically shut down. When temperature reaches 55 degrees or above, they will automatically come back on again. Please be advised that during colder time periods, Owners will not be responsible for pool heaters automatic shut off system and will not reimburse or refund any portion of pool heat payment if for any reason due to the weather where pool takes longer to heat up.

Barbecue (not provided)

A barbecue is not provided, however, should guests hire their own BBQ it must not be used on the pool deck. It must only be used on the lawn area outside the pool screen. Guests will be held responsible for all damage resulting from misuse of BBQ including any cleaning costs of pool deck.

General Conditions

The villa is available for occupation from 4pm. Check out time is 11 am. Requests for early check-in or late check-out will be dependent upon availability and may incur an additional charge.

Stays of 7 nights or less will incur a cleaning fee of £70.

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, the Guest 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. Guests 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 25 will be accepted. For the comfort of guests, our home is strictly a non-smoking home.

Pets are not permitted.

Jurisdiction

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