

TERMS & CONDITIONS

FARLEYER LODGE & CASTLE MENZIES FARM HOLIDAY PROPERTIES (MAK FARMERS)

Once a booking has been confirmed, a Contract for a short-term holiday rental has been entered into between the Owners of Farleyer Lodge & Castle Menzies Farm Holiday Properties (MAK FARMERS) (referred to as “us” or “we”) and the person making the booking and all members of the holiday party (referred to as “hirer” “you”, “your”, “guests”) The person whose name appears on the Booking Form a referred to as the “Responsible Person”) agrees to take full responsibility for ensuring that all the following Conditions of Let are adhered to by all members of the party. The Responsible Person must personally stay at the accommodation throughout the holiday and be at least 18 years of age at the time of booking. The names, addresses and ages of all members of the party must be shared with the Owners on request. By completing the booking procedure you & your guests agree :

- 1. To limit the number of people occupying any one property to that stated in the brochure or website, unless by prior consent with the owner. We reserve the right to terminate the tenancy without notice or refund in the case of a breach of this condition.*
- 2. That the hirer shall not sub-let the premises or any part thereof.*
- 3. To pay a deposit of 25% on booking, with the balance payable six weeks before the start of the holiday. If a booking is made less than six weeks before the start of the holiday the full rent is payable at the time of booking. Failure to pay any rental charges will result in the owner treating the property as available for re-letting.*
- 4. To accept that a completed booking agreed by both parties is a binding contract and that any subsequent amendments must be agreed by both parties in writing.*
- 5. That the hirer is responsible for the condition of the property and its entire contents during the hire period, fair wear and tear excepted. The hirer will make good any damage or loss and leave the property and contents in a clean and tidy condition.*
- 6. That it is a condition of the contract that no responsibility is accepted by the owners for any accident or mishap to persons or property whilst on the premises or whilst engaged in any activity there from, or from any illness or injury arising from any cause whatsoever.*
- 7. To accept that the responsibility for personal property of guests occupying the accommodation is solely theirs. All vehicles are also left at the guests' risk.*
- 8. The Hirer binds and obliges himself to pay to vacate the hired premises without demand at the termination of the period of hire.*
- 9. The hirer undertakes to leave the hired premises secure if left unoccupied during the period of let.*
- 10. To accept that should the property, subsequent to booking, become unavailable through any cause, the owner's liability is limited to the repayment of any rent already paid.*
- 11. To keep any pets, where permitted, under strict control at all times and to accept liability for any damage caused. Pets must be house-trained and must not be left alone at any time in or near the accommodation. Animal hairs must be removed from carpets and dogs are not allowed onto the furniture or into bedrooms. Any fouling in the gardens should be cleared.*
- 12. To use the property solely as self-catering accommodation and to accept the owner's right to refuse to hand over the property to any person deemed unsuitable to take charge. Causing a nuisance or disturbance to neighbours or unreasonable behaviour by any member of the party may result in the owners asking guests to leave.*
- 13. To allow the owners or agents access to the property at all reasonable times*
- 14. To vacate the property by 10.00 am on the final day of the let, unless otherwise agreed with the owners. Failure to vacate promptly may incur a minimum penalty charge of £100.00. Guest arrival time is from 16.00 hrs. onwards, unless otherwise agreed.*
- 15. To agree to the Anti -Social Behaviour Policy & accept smoking is not permitted within the property.*
- 16. The contract effected between the hirer and the owner of the property is in terms of Schedule 4 Paragraph 8 Section 12(2) of the Housing (Scotland) Act 1988, “a tenancy, the purpose of which is to confer on the tenant the right to occupy the house for a holiday.” This confers on the hirer a right to occupy the property for the period agreed for holiday purposes only.*

CANCELLATION

Thanks to our joining the Master Cancel programme from 1st June 2020, you can make a new booking with us safe in the knowledge that should you subsequently wish to cancel we will refund all your accommodation costs – no questions asked.

Here's how it works :

- Book and pay as normal – a 25% deposit is required at the time of booking with the balance due 8 weeks before the date of arrival
- You can cancel your booking anytime between 60 and 2 days prior to your scheduled arrival date
- Simply notify us by email – there's no need to provide a note from your doctor, no forms to fill in and we don't need any documents or evidence
- We will reimburse you within 7 days of the check-in date of your original booking

The Master Cancel programme is risk-free and fully flexible. You can cancel your booking due to unforeseen circumstances, an unexpected change of plans – or simply because you've changed your mind! Cancellations must be immediately notified to us in writing by post or by email.

Bookings placed AFTER 1st of June 2020 for Arrival after 1st Aug 2020.

FOR THE PERIOD 60 DAYS PRIOR TO 2 DAYS PRIOR

If you cancel from 60 days up to and including 2 days before your check-in date, you will receive a full refund of the lodging costs you have paid. Only lodging costs are refunded. Refund payment for cancelled booking will be released back to the cancelling guest within seven days of the original check in date. **Cancellations made 1 day prior to, or on the day of check-in will not be eligible for refund.**

Example: for a check-in on Friday you could cancel the prior Wednesday before 16.00 and be reimbursed in full, but not on Thursday (1 day prior) or Friday (day of checkin)

For this reason, we still recommend you take out your own travel insurance for UK holidays which covers booking cancellations and will give you the peace of mind that you will get your money back if you need to cancel your holiday at the very last minute. If you choose not to then you accept responsibility for any loss that you may incur due to your cancellation if it falls within the final 48hour period.

FOR THE PERIOD FROM DATE OF BOOKING TO 60 DAYS PRIOR

If you cancel 61 or more days before check-in date, and we are able to re-let your dates, we will refund you the deposit.

Bookings placed BEFORE 1st June 2020 for ALL arrival dates & Bookings placed AFTER 1st of June 2020 for Arrival up to 31st July 2020

These are not cancellation protected and Condition 4 from the Terms & Conditions agreed to at the time of making your booking remain in place.

*4.If the hirer cancels a confirmed booking he/she remains liable for payment of the full cost of the holiday. Upon receipt of written confirmation of cancellation from the Hirer, we will endeavour to re-let the property and if successful will make a full refund to the Hirer less an administration fee of £25, and any other expenses incurred in the reletting. **Hirers are in any event advised to take up the offer of cancellation insurance.***

Deposits and balances are non-refundable in the event of a cancellation not covered by appropriate insurance. If we are unsuccessful in re-letting the property the Hirer remains liable for the final payment on the due date (42 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 we will update the availability calendar accordingly.

CIRCUMSTANCES BEYOND THE CONTROL OF THE OWNER (FORCE MAJEURE)

If for any reason **we** have to cancel your booking in advance due to circumstances beyond our control for example fire, flood, destruction/damage to the property ("force majeure") you will be refunded the full amount of the booking. If we have to terminate your holiday early for the above reasons you will be refunded part of the lodging costs based on the time remaining of the booking. This will be the full extent of the liability of the Owners. No additional compensation, expenses or costs will be payable.

EXCESSIVE NOISE & ANTISOCIAL BEHAVIOUR

MAK Farmers prohibits parties that have not been agreed prior to arrival and anti-social behaviour within its properties.

We would like to draw your attention to our policy on Excessive Noise, Antisocial Behaviour & Hot- Tub misuse. This information is to ensure the safety of all guests and neighbours, and the protection of our properties and staff.

Eviction of guest and administrative charge

MAK Farmers reserves the right to evict a guest or visitor without warning and charge for administrative costs for, but not limited to, the following disturbances:

- Holding a party or social gathering which has more guests than the number agreed and stated on your booking form and numbers are limited to permissible sleeping allocations only.
- Excessive noise, antisocial or threatening behaviour
- Physical or verbal abuse of other guests or staff
- Willful damage to any of our property
- Smoking Indoors (£400 cleaning & deodorizing charge applicable)

Hot Tub Misuse (Farleyer Lodge Only)

The Hottub is cleaned and filled with fresh water and new chemicals before each set of Guests arrive , our Groundsman will keep an eye on it and check chemical levels during normal use .We cannot be held responsible for

- Over filling (with people) of the tub causing water to spill out
- Water levels dropping after subsequent misuse and the machine switching itself off automatically causing the temperature to fall.
- Dirty water caused by prolonged use and poor personal hygiene and items such as cigarettes being dropped into it.
- Skin infections which might arise from this type of misuse.
- The hotub should only be used for no longer than 30 min and guests should ensure they shower before and after use.
- It is not recommended that children under the age of 10yrs use the hotub & they MUST be supervised at all times & for no longer than 15 min at a time.
- Long Hair should be tied up to avoid being trapped in the filters or jets.
- The Hot Tub MUST NOT be used after 11pm, please be considerate of neighbours.

Guest acknowledgement of above policy

I have read, understood and agree to the above *Excessive Noise & Antisocial Behaviour* policy. I agree to ensure that ***all members*** of my booking will abide by the above requirements. If found in breach, I understand that I forfeit my right to any money being refunded, additional charges will be made to my credit card and I may be prosecuted to the full extent of the local law.

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SIGN HERE