

TERMS & CONDITIONS FOR TRAVELLER AGREEMENT

1. Acceptance of Conditions to the Contract

By making a booking with the Agent, the Traveller accepts

1.1. these terms and conditions ("T&Cs") form part of the Hire Contract between the Owner and the Traveller; and

1.2. the Agent acts only as agent for the Owner, contracts on behalf of the Owner only and shall incur no liability in terms of condition 12 of these T&Cs.

2. Definitions

"Agent" means HOLIDAY HOMES ISLAY;

"Hire Contract" means the contract for hire of the Property as a holiday let for the Hire Period and which includes these T&Cs;

"Hire Period" means the length of time the Traveller may occupy the Property as a holiday let, as detailed in the booking made by the Traveller and accepted by the Agent.

"Traveller" means the person making and identified in the booking as such;

"Owner" means the proprietor of the Property as detailed in the title deeds for the Property or the Property Manager appointed by the Owner for such purposes and as more fully designed in the agency agreement between the Owner and the Agent; and

"Property" means the relevant property which is the subject of the Hire Contract.

3. The Hire

3.1. The Owner and Traveller agree that they have entered into the Hire Contract.

3.2. The Hire Contract gives the Traveller the right to occupy the Property as a holiday let for the Hire Period. The Owner and the Traveller agree that the Hire Contract does not constitute a Short Assured Tenancy within the meaning of the Housing (Scotland) Act 1998, or a Private Residential Tenancy within the meaning of the Private Housing (Tenancies) (Scotland) Act 2016.

3.3. The Hire Period shall not exceed 4 continuous weeks. The Traveller will be allowed to occupy the Property from 4pm on the first day of the Hire Period and must vacate the Property by 10am on the last day of the Hire Period unless otherwise agreed. Throughout the Hire Period the Traveller must be one of the party staying in the Property for the Hire Period.

4. Bookings

4.1. Bookings must be made by a person over the age of 18. Bookings will not be accepted from groups of persons under the age of 21 without the prior written consent of the Owner and/or the Agent.

4.2. A booking deposit of 30% of the rental fee is payable within 24 hours of the provisional booking being taken. The 30% deposit is non-refundable. A £15 booking fee, payable to the Agent with the deposit, applies to all bookings and is non-refundable. Any additional services paid for by the Traveller are also non-refundable.

- 4.3. The booking is taken on a provisional basis until the booking deposit has been paid in full, only after which does the booking become confirmed. Until the booking is confirmed, it can be cancelled by the Owner or the Agent at any time.
- 4.4. The balance of the total booking fee, along with any damage deposit(if applicable), is payable not less than 6 weeks prior to the commencement of the Hire Period.
- 4.5. Bookings made less than 6 weeks prior to the commencement of the Hire Period must be paid in full at the time of booking.
- 4.6. Failure to pay the deposit or balance of the booking fee in full by the due dates will constitute a cancellation of the booking by the Traveller.
- 4.7. An additional deposit in respect of breakages or damage may (at the discretion of the Owner and/or the Agent) be payable prior to booking. Any damage deposit required will be refundable subject to the provisions of Condition 8 below.

5. Cancellations

5.1 Cancellation by the Traveller.

- 5.1.1. The booking fee and 30% deposit is entirely non-refundable.
- 5.1.2. In the event of a cancellation by the Traveller, the Agent will endeavour to re-let the Property and, if successful, a reasonable and proportionate refund may be made after deduction of a £30 administration fee, however, in circumstances where the cancellation is made less than two weeks before arrival, there will be no refund made.
- 5.1.3. Cancellation insurance is not included in the booking fee and the Owner and the Agent strongly recommend the Traveller take out holiday cancellation insurance as the Owner or Agent cannot be held liable for a Traveller being unable to get to the Island for whatever reason.

5.2. Cancellation by the Owner

The Owner will endeavour to ensure that the Property is available for the dates booked. In the unlikely event the Property becomes unavailable and the Owner has to cancel the booking, the Agent will endeavour to find the Traveller and the Traveller's party suitable alternative accommodation. If suitable alternative accommodation cannot be found, the Traveller shall be entitled to a full refund. The Owner and/or the Agent shall only be liable to return monies received. No compensation or consequential losses shall be paid.

6. Property Description

- 6.1. The Traveller accepts that the Agent grants no warranty in their description of the Property. Whilst every care is taken to provide an accurate description of the Property, alterations by the Owner are occasionally made to the Property and some aspects may change. The Traveller accepts that no refunds are available for such changes and that no liability attaches to the Agent for any such change.
- 6.2. The property, by the nature of the Isle of Islay, is in a rural location and the Owner and the Agent offer no warranty as to availability of television, radio, Wi-Fi, mobile telephone, mobile data or any other communications service.

7. Use of the Property

7.1. The Property shall be used as a holiday let only and for no other purpose. The Traveller shall not use the Property for Stag (bachelor) or Hen (bachelorette) parties, except with the prior written agreement of the Owner or the Agent.

7.2. The Traveller undertakes that the Traveller's party will not exceed the occupancy limit detailed in the description of the Property.

7.3. The Traveller undertakes not to sublet or grant any other rights of occupancy in respect of the Property at any time.

7.4. The Traveller undertakes that the Traveller and every member of his/her party shall act in a courteous and considerate manner in respect of their use of the Property throughout the Hire Period. The Owner and/or the Agent is entitled to insist that the Traveller, his/her party or any member of said party leave the Property immediately without any refund if, in the reasonable opinion of the Owner or the Agent, the behaviour of the Traveller and/or his/her party is unacceptable.

7.5. Candles are not permitted in the Property save in the event of being required in an emergency.

7.6. The storage and/or use of fireworks are not permitted at the Property except with the prior written consent of the Owner and/or the Agent.

8. Property Condition

8.1. The condition of the Property is at all times the responsibility of the Owner and the Traveller between them, in accordance with their rights and responsibilities set out in these T&Cs.

8.2. The Traveller accepts the accommodation in its current state at the commencement of the Hire Period and shall keep the Property clean and tidy.

8.3. The Traveller will make every effort to keep the Property, fixtures and fittings and all contents in the same state of repair and condition as at the start of the commencement of the Hire Period. Any accidental damage or breakages should be reported to the Owner prior to the end of the Hire Period.

8.4. The Traveller shall be liable to the Owner for any loss, costs, expenses or claims arising from any damage caused to the Property and/or its fixtures and fittings and/or its contents by the deliberate, wilful, negligent, or reckless act or omission of the Traveller or of any of the Traveller's party (excepting fair wear and tear and minor breakages at the discretion of the Owner or the Agent). If, as a result of such damage, the Property and/or its fixtures and fittings and/or any of its contents need to be repaired or replaced, the Traveller shall be responsible for reimbursing the Owner's reasonable costs of doing so.

8.5. Where a damage deposit is required by the Owner, retention of any damage deposit will be made for this purpose and communicated to the Traveller by the Owner or the Agent. The balance of any such breakages deposit will be returned to the Traveller after deduction of said reasonable costs and any amount due in excess of the breakages deposit will be payable by the Traveller immediately on being notified by the Owner or the Agent in writing.

8.6. No smoking is allowed in the Property at any time.

8.7. The Owner retains the right to make an additional charge for cleaning should the Property not be left in a similar condition to that at the start of the hire period detailed in the booking.

8.8. The Owner reserves the right for the Owner and/or the Agent to enter the Property at any reasonable time on giving reasonable prior notice (and at any time without notice in the case of an emergency) to inspect the Property and the Traveller's compliance with these T&Cs.

9. Pets

9.1. Dogs are only allowed in the Property subject to the Owner's or the Agent's prior agreement. All dogs must be house trained and the number and type of dogs must not exceed what was agreed with the Owner or the Agent.

9.2. Dogs must not be left unaccompanied in the Property at any time and must not be allowed in the bedrooms or on the furniture in the Property. We ask that guests tidy up after their pet and not leave any dog mess in the Property garden or grounds.

9.3. The Traveller shall be liable for all damage caused by his/her dog or any dog belonging to anyone who is part of or who is visiting the Traveller's party.

9.4. A charge will be made for any additional cleaning required as a result of any dog(s) staying at the Property during the Hire Period.

9.5. The Owner and the Agent cannot be held responsible for any accident or injury to any dog(s).

10. Additional Services

10.1. Additional items or services may be available by contacting the Agent and the provision of such items and/or services may incur an additional charge. Where such items or services are provided by the Owner or the Agent on the Owner's behalf, the Owner shall have sole responsibility for such items and/or services. The Agent offers no warranty for items or services provided by the Owner.

10.2. Where additional items and/or services are provided by a third party, the Owner and the Agent offer no warranty as to the suitability or standard of such services and accept no liability in respect of such services.

11. Force Majeure

If for any reason beyond the control of the Owner or the Agent the Property is unavailable on the day when the booking is due to begin, or the Property becomes unsuitable for holiday letting, neither the owner or the Agent will, either jointly or individually, accept any liability to the Traveller or pay any compensation.

12. Liability

No responsibility is accepted by the Agent for any accident, injury or mishap to persons while occupying the Property, or whilst engaged in any activity there from. The Agent will not be held responsible for any temporary or unexpected condition of the Property or its services (water, electricity) as a result of extreme weather conditions or other factors outside their control.

13. Complaints

13.1. All complaints must first be referred to the Owner during the Hire Period to allow remedial action to be taken. It is essential that you contact the Owner immediately if any problem arises so that the Owner has the opportunity to resolve the matter as soon as is reasonably practicable. In no circumstances can a complaint be raised after the Hire Period has ended, should the Traveller fail to advise the Owner during the Hire Period and deny the Owner the opportunity to investigate the complaint and remedy matters during their holiday. Where additional items and/or services are provided by a third party, the Owner and the Agent offer no warranty as to the suitability or standard of such services and accept no liability in respect of such services.

13.2. The Owner endeavours to respond to any complaint within a reasonable timescale. If a refund of the rental fee is offered by the owner as a result of any complaint, the complainant must reply to the offer within seven days to conclude the matter in a timely manner. Please note that if a refund is accepted by the Traveller, no negative feedback or reviews can be published online by the Traveller after payment has been made.

14. Data Protection

The Traveller agrees that information requested by or provided to the Owner or the Agent for the purposes of the booking will only be used by the Owner and the Agent in accordance with the General Data Protection Regulation and for the purpose of the booking and the provision of any services connected thereto, and further agrees that the Agent may use information provided for updating the Owner's or the Agents records and for contacting the Traveller for marketing purposes all in accordance with the Agent's Privacy Notice (which can be view on the Agent's website). The Traveller acknowledges that the Owner and the Agent are entitled to pass the information to third parties where required to do so by law.