



## TERMS & CONDITIONS

The following terms apply:

"Owner" shall mean Tomich Holidays

"Customer" shall mean the individual who made the booking

"Tenants" shall mean the Customer's party

### CONTRACT

When you submit a booking via our online booking system, you will receive an automatic email to the address you provide on the booking form. This does not form a contract between us. A contract shall only arise once your deposit or payment has cleared and your booking is subsequently confirmed in writing via a letter of confirmation sent by post or email.

### GENERAL TERMS

1. The Customer warrants that the properties let are to be used for the purpose 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 the tenant the right to occupy the house for a holiday."
2. The Customer 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, i.e. Courtyard Cottages 5, Woodland Lodges 6 and Victorian Dairy 4.
4. The Customer binds and obliges himself to vacate the hired premises without demand at the termination of the period of hire.
5. The Owner has the right to enter the property at any reasonable time for the purpose of inspection, repair, work, etc.
6. In the following instances there will be additional charges:
  1. For breakages, loss or damage. The Customer shall report any deficiency which they notice on arrival, and any which occurs during their stay. Where appropriate, the Customer will be liable to pay the replacement cost of the item broken, lost or damaged.
  2. When Tenants leave the property, furniture or equipment in a dirty condition. The properties will be in a clean condition on your arrival and Tenants must leave it in a like condition. The right is reserved to make a charge for additional cleaning if the property has not been left reasonably clean.
  3. When Tenants arrive early or overstay the departure time. Time is required between tenancies to check and clean the properties before the next Tenants arrive. Occupation of the house will be given at 4pm of the first day of the let. The properties must be vacated by 10am on the last day of the let. The right is reserved to charge for an extra day if tenants arrive before 4pm or have not left by 10am.
  4. Dogs. Tenants may bring up to 2 dogs with an additional charge of £20 per animal, per week or part thereof.



7. The Owner may treat the booking as cancelled if the balance of the payment is not received 6 weeks before the arrival date, and every effort will be made to re-let the vacancy.
8. The Customer shall undertake to prevent any member of his / her party from causing a nuisance or disturbance to other residents, neighbouring occupiers or farm livestock.
9. The Customer undertakes to leave the hired premises secure if left unoccupied during the period of let.
10. The Customer undertakes to relieve the Owner from any liability for damage or injury, however caused, by any member of his party.
11. The Owner, his agents or employees accept no responsibility for loss, injury or damage to any member of the Customer's party or their property, however caused, arising in any manner out of the let of the premises.

## FEES

12. **Deposit:** Your booking will only be confirmed following receipt of the relevant holding deposit. The deposit is payable on booking. The deposit forms part of the total weekly rate for the property.

Holding deposits payable are £100 per property booked, per week or short break booked.

The balance is payable not less than 8 weeks before the arrival date. If the balance is not received by the stated date, the dates will be released and the deposit forfeited.

13. **Cancellation:** Our cancellation terms are as follows:

The Customer may cancel within 7 days of the owners' confirmation of booking, during which time the deposit will be returned in full. After this date, the deposit is non-refundable, regardless of circumstances.

Within 8 weeks of the arrival date, 100% of the rental fee will be forfeited.

14. **Disclaimer:** The Owners have taken every care to ensure the accuracy of property descriptions on their website and in their brochure and all information is provided in good faith and is believed to be correct.
15. In the event that any individual term or clause stated in this contract is not permissible by law, the remainder of the Contract shall remain valid.
16. This agreement shall be governed by and construed in accordance with the Laws of Scotland and shall be subject to the jurisdiction of the Scottish Courts.
17. This does not affect your statutory rights.