

## Owner – Booker Contract

### Contract between:

### A Douglas T/A Glencarron Sports (Us/the owner) and you (the Booker)

#### Interpretation

1. Reference to any statute or any statutory provision includes a reference to a) that statute or statutory provision as from time to time amended, extended or re-enacted or consolidated and b) all statutory instruments or orders made pursuant to it.
2. Words denoting the singular number only shall include the plural and vice versa.
3. Unless the context otherwise requires references to any clause, sub clause or schedule is to a clause, sub-clause or schedule of or to this agreement
4. The headings in this document are inserted for convenience only and shall not affect the construction or interpretation of this agreement
5. The Booker is the person who accepts this contract on behalf of themselves and all persons staying at or visiting the property during the period of this booking. Acceptance will be deemed to have occurred within 24 hours of having made a provisional booking or payment unless an objection to any of the terms has been sent and acknowledged by the owner.

#### Terms and Conditions

1. The Booker and the owner acknowledge that this agreement forms the entire agreement between the owner and the Booker acting on behalf of all the person's resident at the property during the booking period and where any of the booking terms and conditions are deemed unenforceable then all other parts of this agreement shall remain in full force and operation and shall be enforceable between the parties.

Unless otherwise referred to, reference to the 'Booker' applies to the person authorised to agree to the booking conditions on behalf of all persons who shall be staying at the property during the booking period (the Booker).

It excludes any agents contracted by us to provide information, booking and/or property management services on our behalf from any liability on any act, neglect or default on our part or any person not within our employ or under our control.

The use of the accommodation and facilities are entirely at your own risk and no responsibility will be accepted for injury, loss or damages to the user, their belongings or their motor vehicles. You must make a full risk assessment of your use of any equipment in the house including infant and child equipment and you use all equipment at your own risk.

The rental of the property does not include or guarantee the availability of additional sporting activities which are available to be booked separately with the owner.

2. **The Rental**

The Rental confers upon the Booker the right to occupy for a holiday as mentioned in the Housing Act 1988 Schedule 1 Paragraph 9 and any equivalent or similar provision under the laws of Scotland and the Booker acknowledges that the rental granted by this Agreement is not an assured tenancy and that no statutory periodic tenancy or protected tenancy or equivalent or similar tenancies under the laws of Scotland will arise. The rental is on a self-catering basis so the Booker must supply all consumables, apart from logs for the fire. Bed linen and towels will be provided by the owner at a cost of £9 per person-bed change and bath mats at £12 for all of the six bathrooms but no cot linen or cot bedding will be supplied; just the cot and mattress if you have requested it. Electricity will be metered and charged at the supplier's price per unit. The charges for electricity and sporting clays and cartridges if used will be deducted from the security deposit.

**3. Acceptance of these terms**

The Booker acknowledges that he, she or they are authorised to accept these terms and conditions on behalf of all those persons who will occupy the property and that he, she or they and those persons who will occupy the property are aware of the booking terms and conditions and have agreed to be bound by those conditions and shall be a member of the party occupying the property and are required to acknowledge the following:

- i. The maximum number of people who will be staying at or entering (day or night) the property during the booking period.
- ii. These booking terms and conditions shall be subject to English law and time shall be of the essence.

**4. Payment Policy**

- i. You must pay a non-refundable booking deposit of 40% within 3 working days of the initial reservation being confirmed in writing on our behalf by My Holiday Marketing Ltd. This booking deposit is non-refundable.
- ii. The balance of the fee together with a £600 security deposit must be paid no less than 8 weeks prior to your arrival date. On receipt of the balance and security deposit, full details of key collection arrangements and directions to the property will be sent. Please note we do not send reminders.
- iii. In the case of bookings made within 8 weeks of the commencement of the holiday the full amount and the security deposit must be paid at the point of booking.
- iv. Payments can be made by cheque, credit/debit cards or bank transfer made payable to our Agent: *MHM Client Account*.
- v. Payments by credit card are subject to a surcharge of 1.05 %. There is no surcharge for debit cards. For international guests we can accept international bank transfers for which all transaction or currency exchange charges incurred by either party will be re-charged to and paid by the Booker at cost.
- vi. Security Deposits. Providing that you, the Booker, email to My Holiday Marketing Ltd., a report of any breakages or damage done to the property during your stay or a report that none has occurred together with your bank account number and sort code, in normal circumstances your security deposit will be refunded within 14 working days of the contracted date of departure unless damage to the property and/or its fixtures and fittings has been reported or discovered by us.
- vii. In the event of loss or damage being discovered we reserve the right to deduct an amount equal to the cost of repairing, replacing or making good the loss/damage from the Security Deposit and will refund the balance. In the event that the costs incurred exceed the value of the Security Deposit the Booker agrees to reimburse the owner with the balance outstanding on demand. We reserve the right to deduct any other monies owing by you in respect of this property from your security deposit.

**5. Cancellation**

- i. When a cancellation takes place more than 8 weeks before arrival any payment received less the 40% booking deposit paid and less any sporting deposit paid will be returned. If a cancellation is made within 8 weeks of arrival then no refund will be due, save the security deposit.
- ii. We recommend and expect that guests will have or will take out a holiday insurance policy (which includes cancellation insurance covering sickness and unavoidable reasons for cancellation) prior to their stay.

**6. Price Alterations**

We reserve the right to adjust prices quoted on our website, other adverts or on details about the property at any time. This will not affect any prices we have previously confirmed with you.

**7. Size and Party**

- i. The number of persons stipulated for each property on our website, advertisements or literature published by us must not be exceeded under any circumstances. Only the number of adults, children and infants stated by you and listed on the owner's booking information may occupy the premises at any time day or night unless you have the written permission of the owner prior to your stay. We normally class children and young people as being under 25 and infants as being under 2 years old and the maximum number of people includes children and infants. The owner reserves the right to terminate occupancy of the property without

notice or refund in the case of a breach of these occupancy conditions or the policy relating to animals below.

ii. The Booker certifies that:

1. They are over 18 years of age and a member of the party occupying the property;
2. The Booker has agreed that they act as principal and have absolute liability for all the members of the party at all times.

**8. All male or female parties**

Eligibility - Bookings may only be accepted from all male or all female parties by prior arrangement before the booking is confirmed. If such bookings are made, the Agents reserve the right to take an increased security deposit of £1200.

**9. Animals and Pets policy:**

We do allow pets at this property by prior arrangement only. A maximum of 3 dogs are allowed at an additional cost of £25 per animal. Bookers agree to comply with the dog policy set out below:

**Dog Policy**

1. Dogs are not allowed into the bedrooms, or onto the furniture.
2. Bookers will be responsible for ensuring that animals are not left alone or unattended in the property and/or its grounds.
3. When in the property dogs will be restrained by the Bookers from persistent barking, fouling the room, chewing/scratching the furnishings or getting on the furniture.
4. Bookers are expected to organise sleeping and feeding arrangements for the animal.
5. Bookers will Hoover up dog hairs before leaving.
6. In the interest of keeping the gardens as clean and tidy as possible, Bookers will clean up any mess made by the animal.
7. Bookers will bring their towels to clean the dogs with and not use towels supplied by the property.
8. Bookers will provide their own dishes for the dog to eat and drink from.
9. Bookers will settle costs for any damages that the dog causes which damages the property or stops the property being re-let.
10. If for any reason the above are not adhered to, the Bookers agree that the animal will be placed in kennels or the holiday terminated without compensation.

**10. Suitability**

- i. **Health & Mobility:** The property summary details aim to give accurate descriptions of the properties. Should there be any specific health or mobility difficulties which may affect a party member, we request that this is pointed out at the initial reservation stage so the suitability of the property can be established.
- ii. **Rural Life and Safety:** The owner accepts no responsibility or liability in connection with the suitability or non-suitability of the property for the Booker and/or the persons resident at the property in accordance with this booking. The Booker accepts that the property is situated in a rural area and is affected by local country pursuits, including but not limited to animal noise, grass cutting and ancillary agricultural noise which may be experienced. The existence of natural flora and fauna at the property means that insects and other wildlife are not uncommon and the Booker and those persons listed on the owner's booking information sheet acknowledge the rural nature of the property and accepts that any detrimental effects of such on the health and safety of the booker and his party are entirely the Booker's and his parties own risk.
- iii. **Estate Rules:** It is a condition of hire of the property, that you abide by all the Estate rules at the end of these terms and conditions and that you liaise with and obey the Estate Ghillie regarding where you walk on the Estate in the stalking season (1st July to 15th February); apart from in September and October when most of the stalking takes place this is not likely to cause you much restriction as the Estate is large.
- iv. The owner or Agents cannot be held responsible for any limitations placed on the booking due to adverse weather conditions which may affect travel to and from the property.
- v. The owner reserves the right to decline to hand over the property to any persons who, in his or his agent's opinion, are not suitable to take charge. In such cases, hire charges shall be refunded and the liability of the owner shall cease.

**11. Arrival and Departure times**

- i. You may arrive anytime after 4pm on the day of your booking.

- ii. You must vacate the property by 10am sharp on the day of departure.

**12. Lost property**

- i. We cannot accept responsibility for any items you leave behind in the property after your holiday, but if you contact My Holiday Marketing Ltd they will notify us and we will endeavour to locate the lost item(s).
- ii. If lost property known to belong to you is found, we will inform you and agree the means to return it at your expense. Any items for which you do not make return arrangements will be disposed of after one week.

**13. Renter Obligations**

You agree to:

- i. Take reasonable care of the property and ensure that the property and all equipment is left clean and tidy and any furniture or bedding which has been moved is returned to its original place. The Booker agrees to reimburse the owner for any extra cleaning, tidying or moving costs required. Where applicable, the owner reserves the right to deduct any such extra costs from any security deposit paid or recharge the costs to the Booker.
- ii. Pay for any losses or damages to the property. Please note that the paying of the security deposit does not limit the Booker's liability for loss or damage to the property. You will be expected to pay the full amount of loss or repair.
- iii. Not to smoke, or allow others to smoke inside the property.
- iv. Pay for any optional extras at the rate agreed with the owner.
- v. NOT exceed the total number of persons in the property as stated in the details, or share the property, or part with possession of the property, unless previously agreed in writing by the owner.
- vi. To dispose of household waste in accordance with our waste disposal requirements. These are explained in the property directory which will be sent to you prior to arrival.
- vii. Grant the owner and/or his Agents the right to access the property at any time during occupancy after reasonable notice has been given or without notice in an emergency.

**It is mutually agreed that:**

- 14. Should the property not be available on the dates booked for want of repair to fire or flood or other damage to the property which renders it uninhabitable, all rent, and any charges paid in full by you to us will be refunded in full and you accept that you will have no further claim against us or any of our agents. Should the property not be available on the dates booked for reasons beyond our control, including but not limited to, war, terrorism, earthquakes, hurricanes, acts (or on the advice) of government, plagues or epidemics, travel restrictions, inability to access the property due to bad weather, including floods or flood damage, quarantines, trade embargoes, closed borders or closed buildings, any damage deposit that you have paid will be repaid, but no rent paid by you will be repaid and you accept that you will have no further claim against us or any of our agents.
- 15. We accept no liability for any accident, damage, loss, injury, expense, or inconvenience whether to person or property which you or any persons may suffer or incur that arise out of the rental or is in any way connected with the rental.
- 16. The Owners cannot accept a change of holiday property or details to a booking once the booking deposit has been received. However, occasionally we can accept an alteration of dates, notwithstanding any obligations incurred if a change of dates is requested within less than 8 weeks of a Booker's arrival date. Where any changes are made to a booking including dates, party size or additional pets, are made, a minimum administrative fee of £30 plus VAT if applicable will be charged.
- 17. The Owner aims to ensure that information is accurately conveyed on the website. Any changes to the property and its facilities will be notified to you as reasonably practical. We cannot accept responsibility for any changes or claims to the area amenities mentioned on our website.
- 18. Any complaints must be notified in the first instance to *My Holiday Marketing* immediately so that they can investigate the circumstances and take any necessary action. In no circumstances can compensation be made for any complaints that are made after the date of departure, or where you have denied or prevented us or our agents the opportunity to try to put matters right during the Booker's stay.

19. Damage - Occasionally accidents do happen and any losses must be paid for. The property will be checked and cleaned before arrival but if you have any difficulties please contact My Holiday Marketing Ltd. Should you find on arrival any damage or non-working items you will notify My Holiday Marketing Ltd or the Estate Ghillie at East Cottage immediately so that matters can be rectified.

20. Any unresolved disputes can be referred to the jurisdiction of the English Court only and will be governed by English Law.

**21. Wi-Fi usage**

The availability of any Wi-Fi service in the property is not guaranteed. In the event that Wi-Fi is available in the property, the Booker agrees not to use the Service to access Internet Services, or send or receive e-mails, which:

- i. Are defamatory, threatening, intimidatory or which could be classed as harassment;
- ii. Contain obscene, profane or abusive language or material;
- iii. Contain pornographic material (that is text, pictures, films, video clips of a sexually explicit or arousing nature);
- iv. Contain offensive or derogatory images regarding sex, race, religion, colour, origin, age, physical or mental disability, medical condition or sexual orientation;
- v. Contain material which infringe third party's rights (including intellectual property rights);
- vi. In our reasonable opinion may adversely affect the manner in which we carry out our business;
- vii. Involves downloading, altering, e-mailing and distributing copyrighted content unless certain that the owner of such works has authorised its use by you
- viii. Constitutes or is capable of constituting a criminal offence or is otherwise unlawful or inappropriate, either in the United Kingdom or in any state throughout the world.

The Booker agrees to compensate the owners fully for any claims or legal action made or threatened against the owners by someone else because the Booker has used the service in breach of these Wi-Fi usage terms and conditions.

**Below are the GLENCARRON AND GLENUAIG ESTATE RULES AND IMPORTANT WARNINGS regarding the land and properties on the Estate:**

**No shooting, fishing or other hunting or trapping of any kind is permitted on the Glencarron and Glenuaig Estate without the express written permission of the owners.**

**You may not bring firearms or other weapons onto the estate without the express written permission of the owner and you will be required to ask the Estate Ghillie to put firearms in a gun cabinet in his cottage on arrival and when not in use. Use of your own firearms will be at the discretion of the Estate Ghillie.**

**All shooting activities are on condition that you wear ear protectors – please ask the ghillie for these if you do not have any – and observe gun safety.**

**No off road driving is permitted on the Estate. Driving on the estate track roads must be with owner's permission, within the speed limit of 10 miles per hour and within the tracks.**

**All fishing is strictly by fly and all salmon and sea trout are strictly on a catch and release basis. All catches must be faithfully reported to the estate ghillie at his Cottage. We reserve the right to require you not to fish further on the estate waters if we consider that you are abusing the facilities or not giving due consideration to others legitimately fishing on the estate. For those hiring a property on the estate there is no further charge for fishing providing that you abide by these Estate Rules and inform us in writing that you are bringing a rod.**

**Use of the row boat must be by prior arrangement and is entirely at your own risk and on condition that you act responsibly, conduct your own risk assessment before you begin, supervise all children and you all wear appropriate buoyancy aids (there are some hanging in Glencarron Lodge gun room but the owner cannot guarantee the numbers and sizes of them so you should bring your own if you have them and want to be sure to have the appropriate sizes). The Loch can have strong currents so that a grown man may not be able to row across it and it is very deep in places.**



**It is a condition of your hiring of property on the estate and of permission for any activity whatsoever that you do on the estate, that you obtain the owner's written permission for the activity, you undertake a full risk assessment of doing any activity and take all reasonable precautions to remove all possible risks to yourselves, other people, livestock, the land and all flora and fauna associated with it and the property and any other risk whatsoever. You do such activities entirely at your own risk.**

**For all activities, children under sixteen must be accompanied by sufficient adult parents or carers (over 21) to look after them and take responsibility for them. It is at the ghillies's discretion to refuse to take groups out whose composition he considers poses an unacceptable risk.**