

### **BOOKING CONDITIONS - OWL COTTAGE**

1) The Applicant certifies that he or she is authorised to sign the proposal form on behalf of all persons who will occupy the property for the period for which he has booked it and that they are all, apart from children, aware of the Booking Conditions. The description of the property clearly indicates the number of guests who may occupy the property. Exceeding this number without prior agreement constitutes a breach of contract and the owner of the property has the right to terminate the booking forthwith and all monies paid by the applicant will be forfeit.

2) No booking shall be accepted unless the proposal form has been completed by the Applicant and has been accepted on the Acceptance form. All contracts are deemed to have been made in Berwickshire and are in accordance with and subject to Scottish Law.

3) Final payments set out in the proposal form are due 8 weeks before a holiday commences and this is shown as the due date on the acceptance form. If the final amount is not paid on the due date, then the owner will advise the applicant by recorded delivery and ordinary post at the address given by the applicant on the proposal form that his booking is cancelled and his initial payment is forfeit and that he remains liable for the full amount of the final payment. Without further delay, the owner will then offer the holiday once more at whatever price he feels appropriate. In the event of a re-let repayment shall be made to the applicant after deduction of any difference in the rental received on re-letting together with any reasonable administrative or professional costs incurred in connection with such re-letting.

Cancellations can only be accepted in writing, by post or email and take effect from the day of receipt. The cancellation charges are detailed below.

Period within scheduled departure date	Amount of cancellation charge expressed as a % of rental price
2 weeks	100%
4 weeks	70%
More than 4 weeks	50% (deposit)

4) Pets are only allowed in the cottage with prior agreement from the owner (please note there is a kennel outside in the garden).

5) Properties are available from 3.00pm on the holiday start day until 10 am on the holiday finish day as shown on the acceptance form. These times must be strictly adhered to except by special arrangement with the owner.

6) In spite of all due care and precautions taken, mistakes do sometimes happen. Any complaint must be taken up immediately in full with the owner who will take all reasonable steps to put the matter right.

7) The booking conditions, current leaflet and proposal form shall prevail over any terms and conditions of the applicant made or customary practice or previous course of dealing.

8) The use of amenities provided by the owners is entirely at users risk and no responsibility can be accepted for any injuries to persons or loss or damage to any belongings of persons who use them.

9) If the property should not be available owing to damage by fire or storm or for any other reason outside the control of the owner or for any reason the owner is not able to comply with this agreement the owner shall refund to the applicant the full amount of money paid and the owners liability is limited to the refunding of such monies.