

Terms and Conditions

Williamsraig Holiday Cottages - the following terms apply:

"Owner" shall mean Findlay and Rose Erskine, Williamsraig, Linlithgow

"Customer" shall mean the individual who made the booking

"Tenants" shall mean the Customer's party

FEES

1) Deposit. A deposit of up to 40% of the total cost will be payable on booking. The balance is payable not less than six weeks before the arrival date. If the balance of payment is not received by the stated date, the dates will be marketed again and the deposit forfeited.

2) Cancellation: The deposit is non-refundable. The remaining money is non refundable, unless we can re let the cottage and you will get up to £100 back depending on how much has been paid. We will re advertise the cottage at a much lower rate in order to get a let.

3) Disclaimer: The Owners have taken every care to ensure the accuracy of property descriptions on their web site, and all information is provided in good faith and is believed to be correct.

4) If a customer arrives and finds that something is damaged or not working the customer will report that to the owners straight away. The owner will repair or replace the item as soon as possible. If the owner has to wait for a new item or part to be delivered the customer will accept that. If the customer cannot live in the cottage due to the problem, and the customer did not cause the damage, a refund will be given to the customer.

5) All customers, visitors, friends and family are required to adhere to site rules / signage on site and should familiarise themselves with fire safety and H&S procedures upon arrival. We are not responsible for your safety in the event of a fire.

GENERAL TERMS

1) The Customer warrants that the properties let are to be used for the purposes 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 on the tenant the right to occupy the house for a holiday."

2) If any guests, or visitors, are outside after 10.30pm especially in a hot tub, and are making too much noise, and upsetting their neighbours and a genuine complaint is made against them, they will be asked to leave the premises the next day and will be charged £50 which will come off of their card instantly. If the customer said that they will be quiet and are loud again the charge will be £150. The owner can take money from the card details of the responsible person in advance if he or she suspects there will be any noise after the 10.30pm cut off. Williamsraig Holiday Cottages will hold this money until the client has left and the money will be transferred back if there have been no disturbance.

3) The Customer shall not sub-let the premises or any part thereof.

4) The number of people occupying the premises shall not exceed the number stated for the premises. In exceptional cases the owners may give permission for extra people to occupy the premises, in this case there will be an additional charge at the owners' discretion, or 10% of the total accommodation cost per person per week.

5) The Customer is bound and obliged to vacate the hired premises without demand at the termination of the period of hire.

6) The Owner has the right to enter the property at any reasonable time for the purpose of inspection, repair work, etc.

7) In the following instances there will be additional charges:

i) For breakages, any lost, damaged or stolen items will be paid for in full :

The Customer should 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 plus there will be a £40 administration charge, if the item is stolen or the cottage has been misused.

ii) When Tenants leave the house, furniture or equipment dirty.

The house 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.

iii) When Tenants overstay the departure time:

Time is required between tenancies in order to check the house before the next Tenants arrive. Occupation of the house will be given around 4pm of the first day of the let. The apartments must be vacated by 10am on the last day of the let. The right is reserved to charge for an extra day if tenants have not left by 11am, unless agreed with the owners.

iv) Electricity is supplied.

v) Pets by arrangement (kennel facilities available nearby) or please ask if you have a dog.

vi) Smoking is not permitted within any of the apartments

8) 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.

9) The Customer shall undertake to prevent any member of their party from causing a nuisance or disturbance to other residents, neighbouring occupiers or farm livestock.

10) The Customer undertakes to leave the hired premises secure if left unoccupied during the period of let.

11) Disclaimer, The Customer undertakes to relieve the Owner from any liability for damage or injury in the cottage or in the areas around the cottages e.g. the hot tub, the woods, the playing fields, the farm road, the pond or any other areas on the farm, however caused, by any member of their party.

12) 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, howsoever caused, arising in any manner out of the let of the premises.

13) If the customer has a hot tub with the cottage the customer will be responsible for the cleanliness of the hot tub, and keeping it clean by using the chemicals supplied, if it is not clean when you arrive you must let the owner know. The customer and tenant will use the hot tub at his or her own risk, children if old enough must be supervised at all times. The customer must follow the instructions on the wall next to the hot tub and is responsible for putting in the chlorine, keeping it topped up with water, and the cover on when it is not in use.

14) Williamsraig Holiday Cottages supply the bed linen and the supply of the towels for the hot tub per let.

15) In relation to all properties the letting contract will be between the owner and the customer.

16) You should read these terms and conditions before paying for a let, we can only assume your acceptance of these terms and conditions. If you have paid on line you need to click a box after you have read the terms and conditions and agree with them.

17) It is the responsibility of the customer to check the dates are correct, that the customer is arriving and departing. The owner will not be responsible for wrong dates booked, even if the owner has fill in the dates in for the customer.

18) 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.

19) 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.

20) If in the very unlikely event there is a double booking, the last customer to arrive will receive back any payment that he or she has made and asked to find other accommodation on their own.

21) This does not affect your statutory rights.

Date

I hereby accept the terms and conditions.
(Customer)

(If you have paid on line you will have ticked a box that confirms that you are happy with the Terms and conditions and do not need to sign this form.)