

Argyll House

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Holiday Let Terms and Conditions Ian and Elaine Worton Trading As Firm of Argyll House ('Argyll House')

Bookings and Payment

Our web-site (www.argyll-house.co.uk) allows customers to check availability and make provisional bookings on-line. All on-line transactions are provisional, whether or not accompanied by payment, until confirmed in writing by Argyll House. Provisional bookings howsoever made will be held for 14 days pending receipt of the deposit being 50% of the booking fee and will remain provisional until confirmed in writing by Argyll House. In the event of non-payment after 14 days the provisional booking will lapse and the property will once again be advertised for let. Payment of the balance of the booking fee (to include payment for pets at £15 per booking) is to be made 4 weeks before the first day of the rental period. Where a booking is made within 4 weeks of the start of the rental period the full booking fee (including deposit and payment for any pet) shall be due and payable at the time of making the booking. All bookings shall be from Saturday to Saturday with entry from 3pm on the first day of the rental period and departure by 10am on the last day of the rental period, unless otherwise agreed between the parties in writing. The customer shall pay for all electricity at the Property during the rental period unless otherwise stated. For this purpose £1.00 coin meters are installed in The Bothy, The Byre, Pennyghael and Burnside. Electricity for Ben More is included within the booking fee.

Insurance

Holiday insurance is NOT included in the booking fee. It is strongly recommended that you take out holiday insurance to cover any losses, accidents, damage, injury, expense or inconvenience whether to person or property which may arise out of or in connection with the Booking.

Cancellation

Refund Policy Should you purchase your holiday and change your mind within 7 days we will refund all monies in full subject to our receiving notice of your cancellation within that same 7 day period; To confirm your request for a refund please write to our postal address or send an e-mail to info@argyll-house.co.uk quoting your reference number or by quoting the date and manner of payment and the name of the person who made the payment; All refunds will be credited back using the same method used for payment; All refunds are subject to security controls and customers will need to give correct answers to security questions before refunds are made. Should you wish to cancel a booking more than 7 days after having made it a refund will only be made if we can re-let the accommodation for the period of your booking. We will use our reasonable endeavours to do so and if we re-let at full price we will refund the sum which you have paid, less the sum of £25.00 to cover our costs. We will not be liable to pay you interest. If we cannot re-let the property you will be liable to pay the balance of the booking fee (if not already paid). If we can only re-let the property for a reduced period and/or at a reduced price, you will be liable to pay the difference between the original booking fee and the reduced fee for the re-let, in addition to our costs of £25.00.

Customer's Rights and Obligations Tenure

Under Section 12(2) and Paragraph 8 of Schedule 4 of the Housing (Scotland) Act 1988 the customer has the right to occupy the Property during the Rental Period for holiday purposes only and acknowledges and agreed that he/she shall not gain security of tenure within the terms of the said Act.

Liability

The Customer will indemnify Argyll House against loss, damage or injury sustained to the property or persons as a result of any breach of these terms and conditions or arising from the fault of the Customer or any member of the Customer's party.

Damage / Breakages

The customer shall keep the Property and all furniture, fittings and effects in or on the Property in the same state of repair and condition as at the commencement of the Rental period. The customer shall report any damage, loss or breakages as soon as they occur and shall be liable for the acts of his or her party, guests or invitees. Reasonable wear and tear is accepted but Argyll House reserves the right to charge for repairs, losses or replacements where they are caused, in the owner's sole opinion, by the negligent act or omission of the customer, his or her party, guests or invitees.

Cleanliness

The customer shall leave the Property in the same state of cleanliness and general order in which it was found.

Access

The customer shall allow the Owner or their contractors' reasonable access to the Property for the purpose of inspection and to carry out necessary repairs.

Smoking

The customer shall not smoke, or permit smoking to occur in the Property.

Pets

By prior arrangement well behaved pets are allowed access to The Bothy and The Byre at an additional £15 per booking. Pets are not to be left unattended in the Property at any time and should be kept off the furniture and bedding.

Rights and Obligations of Argyll House

The description of the property on the web-site and in all advertising literature is as accurate as possible but cannot be warranted, nor does the description form any contract. Argyll House reserves the right to alter or improve any of the properties without notice. As far as the law allows, Argyll House takes no responsibility for loss, damage or injury to the Customer or any of the Customer's party as a consequence of this agreement or the occupancy following thereon. If, due to unforeseen circumstances, a Property becomes unavailable for a confirmed booking or, in the opinion of the owners, unsuitable for holiday letting we will refund all monies paid by you to that point. The liability of the owners of Argyll House will be limited to the monies paid by you the customer to that point.

Complaints

Every effort is made to ensure an enjoyable and comfortable occupation for the duration of your stay. If you should have cause to complain please take this up with us immediately in order that we may resolve matters for you. We can be contacted by 'phone on 01680 300555 or 07747 693949 or by e-mail to info@argyll-house.co.uk. No liability will be accepted for a complaint made after a customer has vacated the property, which has not been reported to us prior to the customer's departure.

Miscellaneous

If any provision of this contract (or a part of a provision) is judged to be invalid, unenforceable or illegal, the continuation in full force and effect of the remainder of the provisions will not be prejudiced. Each party acknowledges that, in entering into the contract, they have not relied on and shall have no right or remedy in respect of, any statement, representation, assurance or warranty (whether innocent or negligent) other than as expressly set out in the contract. Nothing in this clause shall limit or exclude any liability for fraud. This Agreement shall be subject to Scottish Law and to the exclusive jurisdiction of the Scottish Courts. 01.02.10