

Holiday Let Terms and Conditions  
Laura Pitchford Trading As Argyll House (“Argyll House”)

**BOOKINGS and PAYMENT**

1. Our web-site ([www.argyll-house.co.uk](http://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.
2. 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.
3. Deposit payments are non refundable.
4. Payment of the balance of the booking (to include payment for dogs at £25 per dog in Byre only) 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 cost (including deposit and payment for any dog) shall be due and payable at the time of making the booking.
5. Upon booking of The Byre (dog friendly) the cost of £25 per dog will be added on to the cost of the booking. A £100 refundable good housekeeping deposit is due for bookings where a dog is present. This deposit is refundable upon inspection of the property if no damages are found.
6. All bookings shall be from Saturday to Saturday with entry from 5pm 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. In order to stagger the arrival of our guests and ensure not everyone arrives at once and social distancing is maintained, we ask that you would please confirm to us your preferred arrival time as soon as possible.
7. Electricity at the property during the rental period is included within the booking cost.

**COVID-19**

8. We ask that all guests follow the government guidelines at the time of their booking. This is the responsibility of the guest. We have installed a hand sanitiser at the bottom of the stairs leading to the 3 apartments for guest use, please use this on entering and exiting the building. Your sanitised key will be in the room of your door when you arrive.
9. *Prior to arrival*

We recommend that everyone in your party should take their temperature before they leave home. If you are exhibiting symptoms or have any reason to believe you may have come into contact with the virus up to 14 days prior to their booking then you must follow the Government instruction to self-isolate and follow NHS guidelines. Therefore, you should not travel or arrive on site and please contact us.

#### *10. During your stay*

If a guest presents themselves with symptoms of Covid-19 or is asymptomatic but declares the need to self-isolate, they must advise us immediately and will be advised to check out and return home to self-isolate according to current government guidance. If the guest has acute symptoms, has breathing difficulties, or their life is at potential risk, they must seek medical help immediately.

#### *11. On departure*

On departure, guests displaying symptoms or feeling unwell should advise us so that appropriate measures can be undertaken and cleaners are aware prior to entering the property.

#### *12. When you have returned home*

As guests may not exhibit symptoms until after they return home, we will treat every clean as if the guests had potentially been infected. If you exhibit symptoms after arriving home, you should contact us to let us know so appropriate measures can be undertaken.

**In addition guests are asked to read the current guest information on COVID -19 issued on booking, prior to arrival and also available on our website.**

### **INSURANCE**

13. Holiday insurance is NOT included in the booking cost. 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.
14. Should you become ill due to COVID-19 during your stay and are unfit to travel home, and therefore requiring accommodation for a longer period of time, you will be liable for the full weekly costs of the additional stay.

### **CANCELLATION**

15. If you wish to cancel a booking within 4 weeks of your planned arrival date, a refund will only be made upon re-letting 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 can only re-let the property for a reduced period and/or at a reduced price, you will receive the re-let cost as a refund.
16. If you wish to cancel a booking prior to 4 weeks before arrival date, your deposit payment is non refundable. If the property is relet for the period of your booking, your deposit will be refunded less the sum of £25.00 to cover our costs.

### **CUSTOMER'S RIGHTS and OBLIGATIONS**

17. **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.
18. **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.
19. **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.
20. **CLEANLINESS:** The customer shall leave the Property in the same state of cleanliness and general order in which it was found. Guests are requested on departure to
  - a. Remove bedding, and put the linen in the dustbin bag provided in each apartment and leave in the apartment when you depart. This will enormously reduce the 'handling' of used bed linen for our staff, and so reduce any risk to them.
  - b. Please place towels in a bin bag provided in each apartment and leave in the bath/shower when you depart. This will enormously reduce the 'handling' of laundry for our staff, and so reduce any risk to them.
  - c. Please do not leave for other guests any of your unwanted food or other items. Please take these home with you.
  - d. Remove all waste and recycling, in bin bags, and place in the dustbins outside.
  - e. Open all windows on departure to allow air to circulate before cleaners arrive.

21. 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.
22. SMOKING: Argyll House is strictly no smoking. The customer shall not smoke, or permit smoking to occur in the Property.
23. DOGS: By prior arrangement well behaved dogs are allowed access to The Byre at an additional £15 per booking. Dogs 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**

24. 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.
25. Argyll House reserves the right to alter or improve any of the properties without notice.
26. 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.
27. 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 reserve the right to cancel your holiday and 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**

28. 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 07876414155 or by e-mail to [info@argyll-house.co.uk](mailto: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**

29. 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.
30. 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.

31. This Agreement shall be subject to Scottish Law and to the exclusive jurisdiction of the Scottish Courts.

14/02/2022