

Booking Form for Short Rental of “The Old Mission Hall”, 69 Big Vennel, Cromarty

Please complete this form and send it along with the required deposit to **the Owner:**

Mr. A. C. McCracken, 5 Coastguard Cottages, Cromarty, Ross-Shire, IV11 8YL, United Kingdom

The Dates: **From: Saturday**..... **To: Saturday**.....

The Client:

Full Name:

Signature:

Address:

.....

Post Code:

Email:

Telephone:

Other guests:

Number of guests under age of 18

Name of guest 2:

Address:

.....

Post Code:

Name of guest 3:

Address:

.....

Post Code:

Name of guest 4:

Address:

.....

Post Code:

Name of guest 5:

Address:

.....

Post Code:

Name of guest 6:

Address:

.....

Post Code:

Terms and Conditions for Short Rental of “The Old Mission Hall”, 69 Big Vennel, Cromarty

1. Contract

The Contract for a short-term holiday rental shall be made between the Client and the Owner (Mr. A. C. McCracken). The Contract shall be governed by Scottish Law. It will be entered into when the deposit is processed and the Owner issues the confirmation letter. The Contract will be subject to all the following booking conditions.

2. Authority to Sign

The person completing the booking form certifies that:

- He/she is authorised to agree the booking conditions on behalf of all persons included on the booking form, including those who may be added/substituted at a later date.
- He/she is over 18 years of age and is a member of the party intending to occupy the property.
- He/she agrees to take responsibility for the party occupying the property.

3. Payment

A deposit of **one quarter** of the rental fee is payable if the booking is made more than **eight weeks** before the commencement of the rental, with the **balance** being due **eight weeks** before the commencement of the rental. Non-payment of the balance of the rental on or before the due date may be construed as a cancellation of the contract by the Client. The Owner is not obliged to send a reminder. For bookings made **less than eight weeks** before the commencement of the rental the **total rental fee** is payable on booking.

Payment can only be accepted by cheque if it is denominated in sterling (UK pounds) and received not less than two weeks before the commencement of the rental. All payments shall be made to Mr. A. C. McCracken at the address at the top of the Booking Form. The Owner cannot be held responsible for any cash sent. Any charges imposed on the Owner by his Bank for handling dishonoured cheques or other payments will be passed on to the Client who will be liable to reimburse the Owner in respect of these charges within 7 days of notification from the Owner. Overseas Clients may pay by sterling cheque drawn on a UK bank. Any charges for overseas payments will be passed on to the Clients.

4. Cancellation

Any cancellation made by the Client for whatever reason shall be in writing. If the booking is cancelled within two weeks of the arrival date, the entire rental fee will be forfeit. For cancellations made prior to two weeks before the arrival date, a percentage of the rental fee will be refundable as follows:

Cancellation Period	Percentage Refundable
Less than 2 weeks from arrival date	0%
2 – 4 weeks from arrival date	25%
4 – 6 weeks from arrival date	50%
6 – 8 weeks from arrival date	75%
More than 8 weeks from arrival date	90%

5. VAT

The Owner is not VAT registered and no VAT is charged.

6. Period of hire

Rentals commence, unless otherwise notified, at 4 p.m. on the day of arrival and terminate at 10 a.m. on the day of departure.

7. Number of persons in the property

The number of persons occupying the property must not exceed six.

8. Care of the property

The Client shall take all reasonable and proper care of the property and its furniture, pictures, fittings and effects in, on or belonging to the property and leave them in the same state of repair and in the same clean and tidy condition at the end of the rental period as at the beginning. This includes the return of the property key at the termination of the hire. The Client is legally bound to reimburse the Owner for replacement, repair or extra cleaning costs on demand.

9. Behaviour

The Client will not cause undue noise or disruption and will not become a nuisance to occupants of any adjoining premises.

10. Pets

The Owner regrets that he does not accept pets.

11. Smoking

The Owner regrets that he does not allow smoking.

12. Right of Entry

The Owner shall be allowed the right of entry to the property at all reasonable times for purposes of inspection or to carry out any necessary repairs or maintenance.

13. Children

Guests must accept responsibility for the safety of their children.

14. Liability

The Owner does not accept third party liability in respect of breach of contract, negligence, misrepresentation or otherwise.

15. Warranties

The Owner does not warrant and is not responsible for the accuracy of any verbal information given or statements made by any of its servants or agents.

16. Validity Clause

If any term or provision in these Booking Conditions shall in whole or in part be held to any extent to be illegal or unenforceable under any enactment or rule of law, that term or provisions or part shall, to that extent, be deemed not to form part of this agreement and the enforceability of the remainder of this agreement shall not be affected.

17. Complaints

Should there be any cause for complaint during the occupation of the property, it must be notified promptly to the Owner and in the case of a serious problem confirmed in writing.

18. Breach of Contract

If any of the above terms and conditions is breached the Owner reserves the right to refuse entry to the entire party and / or terminate the tenancy.

19. Refusal of Booking

The Owner reserves the right to refuse a booking without having to give a reason.