

## Conditions of Hire Relative to Simply Scottish

### 1. GENERAL

[1.1] Simply Scottish ('The Company') arranges bookings of holiday accommodation on behalf of the owners of such holiday accommodation ('The Property Owner').

The first named person in the holiday confirmation issued by the Company ('The Holidaymaker') agrees to enter into a contract with the Property Owner on the following terms and conditions.

[1.2] The Property Owner enters into a binding contract with the Holidaymaker when the Company issues a holiday confirmation. These conditions apply to any contract made between any Property Owner and any Holidaymaker.

[1.3] The Holidaymaker is responsible for the payment of the price of the holiday and for ensuring that all members of his/her party comply with all of these conditions. The Holidaymaker must be aged 18 or over at the time when the holiday confirmation is issued by the Company.

### 2. PAYMENT

[2.1] Booking must be accompanied by the appropriate deposit (as detailed in condition 18). The Company shall not have deemed to have accepted a booking until the holiday confirmation has been issued.

[2.2] The Balance (including the cost of any extra items and the amount of the fuel supply payable) must be paid not later than eight weeks before the commencement of the holiday period. Failure to pay the balance at this time will constitute cancellation by the Holidaymaker. It is, however, the Company's normal practice to send at least one reminder before processing such cancellations.

[2.3] If the Holidaymaker books the holiday less than eight weeks from its commencement, the full holiday charge shall be payable at the time of booking.

[2.4] All payments shall be made to the company as stated on the confirmation form.

[2.5] The price payable for the holiday is inclusive of Value Added Tax at 17.5%.

### 3 .ALTERATIONS or CANCELLATION by the COMPANY

[3.1] In the unlikely event that, where the Holidaymaker is not in breach, it shall be necessary for the Company to make an alteration to or to cancel the holiday accommodation specified in the holiday confirmation issued to the Holidaymaker, the company shall inform the Holidaymaker of such of such alteration or cancellation and :

[3.1.1] In the event of an alteration which is stated in writing by the Holidaymaker to be unacceptable within 14 days of being notified of the alteration by the Company : or

[3.1.2] In the event of cancellation the Company shall if possible arrange alternative accommodation of a similar type and standard and in a similar location as that originally requested by the Holidaymaker (though the Company reserves the right to charge the Holidaymaker any difference in price).

[3.2] If the alternative accommodation is not acceptable to the Holidaymaker, the Company shall refund in full all monies paid (including insurance premiums) and shall not be under any other liability.

[3.3] The company undertakes to return to the Holidaymaker in the event of cancellations pursuant to condition 3.1 the sum paid to the Company by the holidaymaker.

[3.4] In the unlikely event during the holiday of a failure of services which is beyond the control of the Company, the Company undertakes to provide compensation to the Holidaymaker in the event of a disruption or a failure of any service as under noted and not exceeding the cost of the booking :

[3.4.1]FAILURE OF THE WATER SUPPLY : 50% of the daily rental for each day of the interruption.

[3.4.2]FAILURE OF THE HOT WATER SUPPLY : 25% of the daily rental for each day of the interruption.

[3.4.3]FAILURE OF THE COMBINATION BOILER : 50% of the daily rental for each day of the interruption.

[3.5]In the unlikely event of a failure of services, mechanical breakdown and any other circumstances deemed by the Company to be beyond their control the Company reserves the right to cancel a booking.

In such a circumstance the company undertakes to return to the Holidaymaker the sums paid to the Company by the Holidaymaker.

#### 4 CANCELLATION by the HOLIDAYMAKER

[4.1]Any cancellation made by the Holidaymaker (for whatever reason) shall be in writing addressed to the Company at the address stated at the top of the confirmation form. The effective date of cancellation is when written notification is received by the Company.

[4.2]If cancellation is made by the Holidaymaker before the balance of the cost of the holiday (in terms of Condition 2.2 hereof) is made the deposit shall be retained by the Company and no refund shall be made to the Holidaymaker.

[4.3]If cancellation is made by the Holidaymaker after payment of the balance of the cost of the holiday before 21 days of the commencement of the Holiday the Company shall refund 50% only of all sums paid by the Holidaymaker.

[4.4]If cancellation is made by the Holidaymaker after payment of the balance of the cost of the holiday within 21 days of the commencement of the Holiday the Company shall not refund any of the sums paid by the Holidaymaker.

#### 5 BOOKING CONDITIONS

[5.1]Any alterations to the holiday confirmation form may be made up to 7 days from the receipt of the confirmation, but cannot be rectified beyond that date.

[5.2]If after the booking has been accepted the Holidaymaker required to amend it in any way or to re-invoice the Holidaymaker, the Company reserves the right to charge an amendment fee of £30 per reissued holiday confirmation.

[5.3]The Company reserves the right to treat a change of property and/or holiday dates which is made at the request of the Holidaymaker as a cancellation of one holiday and the booking of another, in which case Conditions 4.1 to 4.4 will apply.

#### 6 INFORMATION AT [www.simply-scottish.co.uk](http://www.simply-scottish.co.uk)

[6.1]The information at this site is believed to be accurate.

[6.2]The Holidaymaker should be aware that minor differences between the photograph/illustration/text used and the actual property may arise.

[6.3]Property Owners reserve the right to make modification to the property specification that are considered necessary in the light of operating requirements. In the interest of continued improvement, Property Owners reserve the right to alter or delete furniture, fittings, amenities, facilities, or part of any activities, either as advertised or previously available, without prior notice.

[6.4] If material changes occur after the Holidaymaker's booking is confirmed the Company will advise the Holidaymaker. The Company will also make any such changes known at [www.simply-scottish.co.uk](http://www.simply-scottish.co.uk) before any future booking is made on the property in question.

[6.5] The Company cannot accept liability for unusual or unforeseeable happenings outside its reasonable control, such as breakdown of domestic appliances, plumbing, wiring, sudden temporary invasion or pests, damage resulting from exceptional weather conditions or owner's negligence resulting in loss, injury or accident.

Neither can the Company accept liability for changes to (or withdrawal of) specified area amenities mentioned in brochure descriptions, such as sports facilities, country clubs and restaurants.

## 7 THE NUMBER OF PEOPLE USING THE ACCOMMODATION

The number of people using the holiday accommodation shall not exceed the maximum number stated in the relevant property description at [www.simply-scottish.co.uk](http://www.simply-scottish.co.uk) without prior written agreement from the Company. In the event that the maximum is exceeded without such agreement, the Property Owner reserves the right to refuse or revoke the booking (at his/her discretion).

This would be treated as a cancellation by the Holidaymaker and condition 4.4 would apply.

## 8 DAMAGE TO PROPERTY

[8.1] The Property owner reserves the right to refuse to hand over the property where in the reasonable opinion of the Property Owner, it is likely that damage to the property will be caused by the Holidaymaker or any member of the Holidaymaker's party.

[8.2] The Property Owner reserves the right to repossess the property at any time where damage has been caused or in the reasonable opinion of the Property Owner is likely to be caused to the property by the Holidaymaker or any member of the Holidaymaker's party.

[8.3] In the event of a reasonable refusal to hand over the property or repossession on the grounds set out in Conditions 7 to 8.2 above, the property Owner shall not be liable to make a refund of any monies paid.

[8.4] In the event of an unreasonable refusal to hand over the property, fair compensation will be paid to the Property Owner.

## 9 ACCESS

The Property Owner or his/her representative shall be allowed access to the holiday accommodation at any reasonable time during any holiday occupancy.

## 10 PETS

No pets whatsoever are allowed in the holiday accommodation.

## 11 ARRIVAL AND DEPARTURE

[11.1] Arrival and departure times will be as notified in the Briefing Notes issued by the Company after payment for the holiday.

If the Holidaymaker's arrival is delayed the Holidaymaker must advise the Property Owner or the Owner's Representative so that suitable arrangements can be made for entry to the holiday accommodation.

[11.2] If the Holidaymaker is unable to arrive at the holiday accommodation by midday on the day following the holiday start date the Holidaymaker must advise of the intended late arrival as detailed in 11.1 above. Failure to arrive by midday on the day following the holiday start date and failure in those

circumstances to advise the Property Owner or Owner's Representative constitutes cancellation by the Holidaymaker, in which Condition 4.4 shall apply.

## 12 HOLIDAYMAKER'S RESPONSIBILITIES

The Holidaymaker shall keep the holiday accommodation and all furniture, fittings and effects in or on the holiday accommodation in the same state of repair and condition as the commencement of the holiday, and shall leave the holiday accommodation and all equipment and utensils clean and tidy failing which the Company shall be entitled to charge the Holidaymaker the sum of £12.50 per hour together with transportation costs for reinstating the holiday accommodation.

The Holidaymaker shall be liable to the Property Owner for any loss, costs, expenses or claims arising from any damage caused to the property and/or its contents by the deliberate or negligent act or omission of the Holidaymaker or of any person in his/her party. If, as a result of such damage, the property or any of its contents need to be replaced then the Holidaymaker shall be responsible to the Property Owner for paying the reasonable costs of doing so.

## 13 COMPLAINTS

In the unlikely event that the Holidaymaker is disappointed in the holiday accommodation, the Holidaymaker should first contact the Property Owner or the Owner's Representative who will use all reasonable endeavours to solve the problem.

## 14 DEATH OR PERSONAL INJURY

Neither the Company nor the Property Owner shall be responsible for the death of or personal injury to the Holidaymaker or any member of the Holidaymaker's party save insofar as this results from the proven negligence of themselves or their employees.

## 15 VIS MAJOR

[15.1]The Company shall not be liable for any loss, breach or delay due to any cause beyond the Company's reasonable control including though not limited to Act of God, Explosion, Flood, Tempest, Fire, Accident, War or Threat of War, Sabotage, Insurrection, Civil Disturbance or Requisition, Acts of Restrictions, Regulations, Bye-laws Prohibitions or measures of any kind on the part of governmental, Parliamentary or Local Authority, Embargoes, Strikes, Lock-outs, or other Industrial Actions or Disputes.

Under any such case the Company shall be entitled to treat the contract as discharged.

[15.2]In the event of such discharge the Company's liability shall be limited to the return of the sums paid to the Company by the Holidaymaker less an administrative charge of £45 to cover the Company's reasonable expenses.

## 16 LAW

Scots Law shall apply to all contractual obligations arising out of these booking conditions which shall be deemed to have come into existence in Scotland.

## 17 HEADINGS

These conditions shall be read and considered without reference to their Condition Headings which are included for convenience only.

## 18 PAYING FOR YOUR HOLIDAY

A booking deposit is payable if the start date of the holiday is greater than 56 days from the day of issuing the holiday confirmation.

If the start date of the holiday is less than 56 days from the day of issuing the holiday confirmation then the cost of the holiday is payable in full.

### HOLIDAY PRICE TOTAL DEPOSIT

£ 250...£399 £125

£ 400...£499 £175

£ 500...£599 £235

£ 600...£999 £315