

Jackie's House –Booking Terms & Conditions

1. Booking Terms & Conditions

- 1.1 Please read the following carefully before signing the booking form. By signing the booking form and/or paying your deposit you are agreeing to these terms and conditions.
- 1.2 The owners of the property are Ben Wade & Emily Turton. The contract is between owners and the guest.
- 1.3 The agreed rental is for the purposes of holiday accommodation only. The guest acknowledges that the tenancy granted by this agreement is not an assured tenancy and that no statutory periodic tenancy will arise when it ends.
- 1.4 The contract is governed by Scottish law.

2 Booking Method

- 2.1 We will provide accommodation information following your initial enquiry.
- 2.2 Bookings can be confirmed by submitting a completed booking form and paying a deposit. The booking will detail the Accommodation Fee (Deposit and Balance Payment), number of guests and length of stay and Balance Payment Due Date.
- 2.3 To secure a booking a deposit representing 1/3 of the Accommodation Fee must be paid and a completed Booking Form must be submitted. We will send confirmation of your booking on receipt of the deposit and an accurately completed Booking Form. The deposit is non-refundable.
- 2.4 For bookings within 12 weeks the full Accommodation Fee will be due to secure the booking.

3 Payment

- 3.1 The Accommodation Fee will be agreed with you after your initial enquiry is received and prior to completion of the Booking Form.
- 3.2 The Accommodation Fee comprises (a) the Deposit and (b) a Balance Payment for the remaining Accommodation Fee.
- 3.3 The Deposit is payable immediately on completion of the Booking Form. Your booking is not secured until payment is received.
- 3.4 The Balance Payment is payable 12 weeks in advance of the first day of your booking. Non payment by the due date may be treated as a cancellation.
- 3.5 The Guest is responsible for making the Balance Payment on the Due Date. Should the Balance Payment not be made on the Due Date the Guest will be deemed to have cancelled their booking and the Owners will retain the Deposit.
- 3.6 The Due Date will be set out in the Booking Form. Owners shall not be responsible for sending reminders of the Due Date.
- 3.7 Payment can be made via BACS/online transfer and IBAN transfer.

Bank:	HSBC
Acc Name:	EJ Turton
Acc No:	01096540
Sort Code:	40-24-24
IBAN:	GB81HBUK40242401096540
BIC:	HBUKGB4134V

4 Deposit

- 4.1 The Booking is not complete until the Deposit has been received.
- 4.2 The Deposit is payable immediately on completion of the Booking Form. If the Deposit and completed Booking Form are not received the booking request will be deemed to have expired and treated as no longer required.
- 4.3 The purpose of the deposit is to secure your Accommodation and to cover the reasonable administration costs and any pre-preparation work to prepare the property for your accommodation dates. A refund of the deposit is only available in the following circumstances:
 - a) Where the booking is cancelled by the Owners in the circumstances detailed in clauses: 6.1 and 6.2.
 - b) Where the booking is cancelled by you in accordance with clause: 6.5.
- 4.4 We reserve the right to charge a damage deposit in accordance with section 8.2.

5 Customer Responsibilities and Obligations

- 5.1 You agree to pay your Accommodation Fee within the timescale detailed in section 3.
- 5.2 You agree to act in accordance with our terms of accommodation detailed in section 8.
- 5.3 The Owners cannot accept responsibility for global or national incidents, travel disruption, changes or delays, war, acts of God, pandemics or other circumstances including but not limited to death, injury or illness which prevent customers from travelling to us for their accommodation or from completing their booking. You should ensure you have adequate insurance in place to cover these and all eventualities.

6 Cancellations

- 6.1 The Owners reserve the right to cancel any booking for any reason. If a booking is cancelled by the Owners a full refund of any Accommodation Fee not used will be provided, and the Guests shall have no further claim against Owners.
- 6.2 If for any reason beyond the owner's control the property is not available on the date booked (owing, for example, to fire damage) or the property becomes unsuitable for holiday letting, all rent and charges relating to the accommodation paid in advance by the guest will be refunded and they shall have no further claim against the Owners.
- 6.3 If a booking is cancelled by the Owners due to Covid-19 or any other pandemic, then the provisions at clause 6.2 apply.
- 6.4 If a booking is cancelled by the customer due to local or national restrictions surrounding Covid-19 or any other pandemic we will offer, in the first instance, an equivalent alternative let. If an alternative cannot be offered, we will refund all money paid to Owners, minus the non-refundable deposit, and the guest shall have no further claim against the Owners.
- 6.5 You have 14 days from the date your booking is secured to cancel your booking. For cancellations within this time frame a full refund of any of the Accommodation Fee paid shall be provided.
- 6.6 You may cancel your Accommodation Booking before the balance payment is due- 4 weeks in advance of your accommodation date. In this event your deposit is non-refundable, but no further Balance Payment will be due.
- 6.7 Any Guest cancelling within 12 weeks of the accommodation dates will be liable for the balance of their holiday rental costs. Each Guest will remain liable for the whole fee.
- 6.8 Should the balance of your holiday rental not be paid on the due date we reserve the right to cancel your holiday rental and all monies paid will be forfeit. In this event we reserve the right to re-advertise and resell the accommodation.
- 6.9 Any cancellation must be made in writing and receipt confirmed by the Owners to be valid.

7 Data Protection

- 7.1 Data Protection. Your details will be stored securely and purely for the purposes of this booking. Your details will not be used for marketing purposes unless you choose to sign up to our mailing list. Should an emergency involving the Guest arise this information may be shared with emergency and medical services. Your information may also be shared for the purpose of disease contact tracing. It will not be shared with any other 3rd party. These records are stored securely under GDPR guidelines.

8 Terms of Accommodation

- Check-in time is by arrangement with the owner.
- Check out time is 10am on the day of departure. All guests must vacate the property by the time stated unless otherwise agreed.
- On receipt of your deposit, you enter into a legal agreement and are bound to abide by the conditions of hire.
- To ensure a refund (minus non-refundable deposit) you must cancel your reservation at least 12 weeks prior to your arrival. After this time, the full amount is payable.

8.1 Obligations of the Guest

The guests agree:

- To pay for any losses or damage to the property caused or allowed by the Guest.
- To take good care of the property and leave it in a clean and tidy condition on departure. The owner reserves the right to make a charge for extra cleaning if the property is not left in a satisfactory condition.
- To keep their room and the shared areas of the property clean and tidy.
- To ensure the security of the premises during your stay. The guests are responsible for ensuring the front door remains locked.
- To permit the owner and their representatives' access to the property at any point during the rental period.
- Not to part with possession of the property, or share it, except with members of the party listed when booking.
- Not to exceed the total number of people stipulated in the booking.
- Not to sell or transfer the booking to another party without the owner's agreement.
- Not to cause an annoyance or become a nuisance to occupants of adjoining premises.
- Not to smoke or allow smoking.
- Not to burn candles.
- Not to permit pets.
- Not to leave charging electrical items unattended. This includes but is not restricted to lithium-ion batteries.

- 8.2 We reserve the right to charge a damage deposit which will be returned within 5 days of end of your rental should no damage be found. We also reserve the right to deduct charges for losses or damages from said deposit.

- 8.3 The property is non-smoking - please do not smoke under any circumstances. Should you permit smoking you will be charged for all cleaning requirements including but not limited to carpet cleaning and professional cleaning of soft furnishings.

- 8.4 Towels, linens, and blankets are changed between lets and a fresh set is provided weekly during the rental period.

- 8.5 Pets are not accepted.

- 8.6 WIFI is included in the rental. Provision is subject to availability and network conditions.

- 8.7 We endeavour to prepare the property to a high standard. However, if a problem does arise please advise us immediately. Every effort will be made to assist you.

- 8.8 If something breaks or becomes faulty during the rental, please advise us immediately. This will give us time to fix the problem.

- 8.9 If there is a breach of any of these conditions by the guest or any of their party, the owner reserves the right to re-enter the property, and require the guest and their party to leave. If there is a breach of any of these conditions by the owner, then the guests have the right to end their let.