

COVE ESTATE HOLIDAY LETTING

TERMS AND CONDITIONS OF HIRE

The agreement shall be between Cove Estate (hereinafter call the Owner) and the party named in the booking form who is responsible to pay the rent in full (hereinafter called the holidaymaker) on the following Terms and Conditions.

1. The holidaymaker warrants that the holiday accommodation named in the booking form is to be used for the purposes of a holiday and so accepts that the letting is a "holiday" let, namely "a tenancy the purpose of which is to confer on the holidaymaker the right to occupy the subjects for a holiday only" as governed by Scots Law.
2. The holidaymaker undertakes to maintain and leave the said accommodation and its furnishings and fittings in the same condition as at the date of the commencement of this holiday let and none of the furnishings and fittings shall be removed from the said accommodation at any time and to re-imburse the owner for any damage or breakage.
3. The holidaymaker shall leave the said accommodation in a clean and tidy condition at the end of the holiday let (and failing this the said accommodation may be cleaned by the Owner and a charge made to the holidaymaker for the cost of such cleaning).
4. At the end of their holiday, the holidaymaker binds and obliges himself or herself to vacate the said holiday accommodation without demand.
5. The holidaymaker shall ensure that the holiday accommodation is securely locked when not occupied during the period of the holiday let.
6. The holidaymaker shall not sublet the said holiday accommodation or any part thereof.
7. The number of persons occupying the said holiday accommodation shall not exceed the numbers of the party stated on the booking form.
8. The holidaymaker shall undertake to prevent any member of his party from causing a nuisance or disturbance to other residents or occupiers in the neighbourhood. In the event of a problem arising, the Owner has the right to ask the holidaymaker to leave.
9. The holidaymaker will indemnify the Owner against any claim which may arise as a result of (a) this holiday letting and /or (b) the holidaymaker's occupation and uses of the said accommodation and/or (c) the holidaymaker's breach of the terms hereof.
10. The holidaymaker or any of there party may not smoke in the property. No pets are permitted within the property.
11. Cancellation. The holidaymaker is liable for the total hire charge unless written notice of the intention to cancel the booking is received at least twelve weeks prior to the commencement of the holiday. The deposit paid to confirm the booking will only be refunded if the Owner is able to re-let the holiday in the time available. Every effort will be made to re-let a cancelled booking but the holidaymaker is advised to take out holiday insurance to cover that eventuality. No insurance is included in the quoted holiday costs
12. A deposit of £200 is required within seven days of provisionally booking the accommodation to confirm the booking. Via cheque made payable to Cove Estate and sent to Cove Estate, Kirkpatrick Fleming Dumfriesshire DG11 3AT. Or VISA payment on 01461 800 285. Please note a 2% surplus charge on all credit cards.
13. The full cost of the holiday must be paid in full by six weeks prior to the start of the let period.
14. Any faults or breakages must be reported as soon as possible to the management.

15. All breakages/losses in equipment will be invoiced separately and require paid prior to departure.
16. If booking of holiday is within 6 weeks of commencement of holiday payment in full is required at the time of booking.
17. The property Owners reserve the right to change facilities quoted on the web site due to errors of omissions. The property Owners reserve the right to alter or withdraw amenities or facilities, which have been advertised as being available where reasonably necessary due to repairs or maintenance weather conditions and circumstances beyond their control.
18. The holidaymaker agree to allow the property Owner and its agents reasonable access to the property.
19. Your vehicles and their accessories and contents are left entirely at own risk.
20. Complaints, any queries or complaints arising when you arrive at the property or during your stay (regarding maintenance and facilities) should be addressed in the first instance by contacting the site manager on 01461 800 285 and in writing thereafter to Cove Estate. No guarantee can be given the Owner will be able to remedy any defects or answer any queries you may have but they will endeavour to assist you.
21. Holiday accommodation will be available by 4pm on day of arrival (possible earlier by agreement) property to be vacated by 10 am on morning of departure.
22. If the property Owner are affected by circumstances which are beyond their reasonable control (including without limitation flood, storm, fire, employment strikes, urgent unforeseen repairs required to property telecommunications access problems, destruction or damage of the property or road blockages) then, the property Owner shall notify you immediately of the extent and nature thereof.
 - 22.1 The property Owner shall not be deemed to be in breach of this Agreement, or otherwise liable to you, by reason of any delay in performance or non-performance of any of its obligations hereunder (to the extent that such delay or non-performance is caused by circumstances beyond their reasonable control.
 - 22.2 The Property Owner will procure the refund of any monies held in respect of such bookings for the Property which are cancelled due to circumstances beyond their control and shall constitute the full liability of the Property Owner.
23. Limited liability. Save in respect of any death or personal injury claim caused by the negligence of the Property Owner. The Property Owner cannot accept liability for any damage, expense or loss of any nature whatsoever suffered by any person(s) from any cause whatsoever.
 - 23.1 Save in respect of any death or personal injury claim caused by the negligence of the Property Owner, any other liability of the Property Owner under this Agreement shall be limited to the rental value of the relevant booking at the Property.
 - 23.2 The Property Owner shall not be liable to you for any loss of profit, consequential loss or other indirect losses under the terms of this Agreement.
 - 23.3 For the avoidance of doubt, the Property Owner take every care to ensure that the accuracy of property descriptions and information contained on the websites are correct at the time of publication. However in the event of any good faith error, the Property Owner cannot accept any liability. There are no warranties, conditions, guarantees or representations as to description merchantability or fitness for a particular purpose or other warranties, conditions, guarantees or representations whether express implied by

statue or otherwise oral or in writing except as provided herein or such as cannot be excluded by law.

- 23.4 The use of any amenities, where offered, such as swimming pools, bicycles, boats, barbeques etc is entirely at the user's risk and no responsibility can be accepted by the Property Owner for any death or personal injury (save to the extent that such death or personal injury was caused by the negligence of the Property Owner). No liability for any other loss or damage in connection with the use of such amenities is accepted.

CONTACT DETAILS

**COVE ESTATE
KIRKPATRICK FLEMING
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MANAGERESS : MRS JAN RITCHIE