

# Spey Lodge

The hire is subject to the following terms and conditions:

1. The contract of hire shall be between the Visitor, named on the booking form, and the Owners, Mr and Mrs. John Fursman, 54 Albany Street, Edinburgh, EH1 3QR. Dunpark acts as agent on behalf of the Owners.
2. Submission of a booking form with Deposit or full rent as detailed on the Spey Lodge Tariff, will be deemed to be an acceptance of these conditions and a confirmation of the details set out on the booking form. The person who sends the booking form warrants that he/she is authorised to agree to these terms and conditions and is acting on behalf of all persons including those substituted or who join the party at a later date. The person who signs the booking form is responsible for ensuring that all persons occupying the Property comply with the terms and conditions and in all respects. The Visitor undertakes to occupy the Property strictly on the basis that the accommodation is for holiday or corporate use only and that no right to remain in the Property after the end of the holiday period booked exists for the Visitor or for any person or persons who occupy the Property. All persons will vacate the Property at the conclusion of the period of the holiday. The let is not a Short Assured or Assured tenancy under the Housing (Scotland) Act 1988. The Visitor only has the right to occupy Property for the period agreed for holiday purposes only, in terms of Schedule 4 Section of the aforementioned Act.
3. A Deposit of 20% of the rent or full rent is required with the booking form except for Christmas and New Year weeks when a 40% deposit is required. If the booking form is submitted eight weeks or less before the commencement of the holiday then the full rent should be sent with the booking form. If the booking cannot be accepted by Dunpark, the full amount paid shall be returned within 14 days. Dunpark or the Owners reserve the right to refuse a hire booking. If a booking is accepted, the Visitor becomes liable for the balance of rent for the full period of the holiday, which must be paid at least eight weeks prior to the holiday. Non payment of the balance monies, when they become due, will constitute cancellation of the holiday and forfeiture of the deposit payment. When the balance of rent is paid, final details of the Property, with travel directions and access information will be forwarded. The website prices are cash, debit card and cheque prices. Where the Visitor pays for any part of the cost of the holiday by credit card Dunpark shall levy an administration charge (presently 4%) in respect of each such payment.
4. A Damage Deposit of £300 is payable at time of booking. The Damage Deposit provides cover for the cost of any minor damage and/or breakages, missing items (including wii controllers and remote controls) caused by the Visitor in, at or to the property, as well as any requirement for additional cleaning. The cost of removing any bottles not removed to the recycling point by the visitor, as instructed in the welcome park, will be charged at £20 per box. In the event of a Dog being authorised to stay at the Property by the owners, a Dog Deposit of £100 will be applicable per dog. If the Damage Deposit and/or Dog Deposit(s) are not sufficient to cover the cost, the Visitor will be responsible for full payment of any additional charges, costs and/or losses incurred. The Visitor entitles Dunpark to deduct the cost of any shortfall to the Visitor's debit or credit card; Dunpark will forward a receipt and detail of charges and balance of deposit within 14 days of the end of the holiday or reasonably practicable. An inventory of all the contents is kept in the Property. If there are any "accidents" during the stay please make a note on the forms provided.
5. A well behaved dog is welcome, by prior agreement only, for an additional charge of £50. Where a dog is allowed, it must be kept under strict control at all times whilst in and around the Property and must never be left unattended. Note that the garden is open to the surrounding forest and is not fenced. Unless otherwise agreed in writing a maximum of one dog is allowed. Dog basket or bedding must be brought by the Visitor. Under no circumstances is a dog to be allowed in the bedroom wing nor on the settee, bean bags or chairs. All animal hairs and excretia on the Property, paths and surrounding areas to the Property must be cleaned up immediately by the Visitor. Dunpark reserves the right to charge for any cleaning inside or outside the Property made necessary by the dog. Where a dog or other pet is brought into the Property which has not been authorised in writing, Dunpark reserves the right to evict the Visitor and no refund or compensation will be given. No other pets are allowed at the property.
6. The cost of electricity is chargeable to the Visitor. The electricity meter reading will be taken at the start and the end of the hire and the cost of the standing charge and units used calculated and charged to the Visitor. The Visitor authorises Dunpark to deduct the cost of the electricity to the Visitor's debit or credit card.
7. Cancellation of the booking must be made in writing by the Visitor. The effective date of the cancellation will be the date it is received by Dunpark. If the cancellation date is more than eight weeks prior to commencement of the holiday, only the Damage Deposit will be forfeited. If the cancellation date is less than eight weeks prior to commencement of the holiday, the full rental charge will be incurred, unless the Owner or Dunpark is able to re-let the Property for the whole of the rental period. In the event that the Property is re-let at a lower amount than agreed with the Visitor the Owner will only refund the amount of the re-let. In the unlikely event that the Owner cancels a confirmed booking, all monies received will be returned and there will be no further liability to or by the Owner or Dunpark. The Visitor is advised to take out their own cancellation insurance cover.
8. The period of hire shall be from 4pm on the day of arrival and the Property must be vacated by 10 am on the day of departure, unless otherwise stated or agreed in writing. If the Visitor is unable to arrive at the Property by midday on the day following the holiday start date the Visitor must advise the Owner of the intended late arrival. Failure to arrive by midday on the day following the holiday start date and failure in those circumstances to advise the Owner constitutes cancellation by the Visitor.
9. In no circumstances may the number of people occupying the Property exceed the number stated in the booking form. The Owner reserves the right to refuse entry or terminate the hire without notice if this condition is not observed, or refuse to hand over the Property to any person who, in the Owners reasonable opinion, is not suitable to take charge. Rent will not be refunded. In such cases all liability of the Owner shall cease.
10. The booking is made on the understanding that the Property is available to the Visitor on the dates stated. If for any reason beyond the Owner's control (e.g. fire, storm damage, snow, illness) the Property is not available on the date booked Dunpark on behalf of the Owner will use its best endeavours to locate alternative accommodation for the Visitor but cannot guarantee that such will be located and if such cannot be found or is not suitable for the Visitor then all monies paid by the Visitor shall be returned in full. The Owner shall not be liable for any loss, expense, inconvenience or otherwise resulting in such unavailability or unsuitability and the Visitor shall have no claim against the Owner or Dunpark. The Visitor shall advise Dunpark within seven days of alternative accommodation being located as to whether or not it is acceptable. If the alternative property is more expensive the Owner reserves the right to charge the difference in cost.
11. The hired Property shall be used for holiday or corporate purposes and the Visitor shall not sub-let the Property, or any part of the Property, or any equipment from the Property.

12. Due to the high fire risk; fires in the garden are not allowed; candles are not allowed.

13. Smoking is not permitted inside the Property.

14. The Visitor shall at all times maintain the Property and its contents in a clean and tidy condition and accept the Property as it is equipped at the commencement of hire. The Visitor must check the Property and its contents immediately on arrival and notify Dunpark or its representative immediately of any faults or damaged items. The Visitor is expected to leave the holiday accommodation in general repair and the order in which it was found. A standard clean is included in the holiday rental. However, an additional charge may be made if extra cleaning is required. The Visitor shall be liable to the 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 Visitor or of any other person. If, as a result of such damage, the Property or any of its contents need to be repaired or any of the contents need to be replaced due to the Visitor's fault or negligence then the Visitor shall be responsible for paying the reasonable costs of doing so.

15. If in the unlikely event that the Visitor, for any reason, is not satisfied with the accommodation, the Owner or his representative must be contacted so that the problem can be rectified immediately. Failure by the Visitor to notify any complaint prior to departure will entitle the Owner to refuse to entertain the complaint, irrespective of its merits as it will be appreciated that it will then be impossible for the complaint to be effectively investigated. Under no circumstances will the Owner's liability exceed the rental paid for the Property.

16. Two sets of keys will be made available to the Visitor during his stay. As such if the Visitor locks himself out of the property there will be a fee of £50 payable for someone to come and let them back in. If a set of keys is lost a fee of £200 is payable to cover the cost of new locks to be fitted and sets of keys which will need to be cut.

17. The Visitor shall allow the Owner, Dunpark or their representative or employees entry to the premises for all reasonable purposes having given notice where possible.

18. Whilst the Owner has used his best endeavours to ensure accuracy of all information supplied and details of the Property is given in good faith, no warranty is given as to their accuracy and he does not accept responsibility or liability for any loss or damage resulting from information given or statements made whether verbally or in writing.

19. The Owner gives no guarantee or warranty as to the state or condition of the Property and will not be liable for any act, neglect or default on his part or any other person, nor for any accident, damage, loss, injury, expense or inconvenience whether to person or property which the Visitor or any other person may suffer or incur. Although the Owner will use his best endeavours to fix any broken domestic appliances or other equipment/contents as soon as possible, the Visitor acknowledges that due to the limited period of hire, it may not be possible to repair such items during the period of hire.

20. The clauses of these terms and conditions shall operate on the basis that the terms and conditions and provisions contained within them shall be severable so as to have effect as separate and distinct rights, provisions and obligations independently of the others. In all cases where any part of these terms and conditions is an unenforceable provision in terms of the Unfair Contract Terms Act 1977 or similar legislation, the unenforceable provision shall not effect the validity of the remaining portion of these terms and conditions, which remain in force as if the unenforceable provision had been eliminated. Nothing contained in these conditions shall exclude the Owner from any responsibility which he has in law except in so far as it is competently varied or excluded and these conditions shall be read and construed accordingly.

21. Internet access is available at the premises by connection of a WIFI connection.

22. A cinema is available in the livingroom with Sky HD, DVD, Wii; the Visitor agrees not to adjust the configuration of the cinema and agrees to follow the instructions in the welcome pack. If the Visitor adjusts the cinema resulting in an engineer being called out to reconfigure the cinema, the full cost of the call-outs will be charged to the Visitor.

23. Cot and High Chair: A cot and high chair are provided free of charge; bed linen is NOT provided for cots.

24. Telephone: landline is 01479810293 and receives incoming calls only.

25. Bed Linen: Bed linen and towels for maximum occupancy are provided and will be changed at the beginning and end of your stay at no extra charge. For bookings of more than 7 nights, linen and towels will be changed every 7 nights.

26. The Owner or Dunpark do not take responsibility for any items left in the Property during or at the end of a stay. For items left in Property at the end of a stay, a minimum administration fee of £20.00, plus any postage & packing will be levied for return of items left in the lodge after your stay. Any unclaimed items will be disposed of at the discretion of the owner.

In these terms and conditions:

- a) "the Owner" shall mean the owner of the Property; Mr. and Mrs. John Fursman, 54 Albany Street, Edinburgh, EH1 3QR
- b) "Dunpark" shall mean the Agent of the Property
- c) "the Property" shall mean Spey Lodge, Allt na Cardoch, Rotheimurchus, by Aviemore, Inverness-shire PH22 1QP.
- d) "the Visitor" shall mean the person signing the booking form

The governing law is Scots Law and Disputes shall be submitted to the Sheriffdom of Lothian and Borders.

These terms are valid from 20 September 2010