

Terms and Conditions

Properties - Wester Den, 5a Denfield Steadings, Arbroath, DD11 2QQ and The Studio at Wester Den, within 5 Denfield Steadings, Arbroath, DD11 2QQ.

Within these Booking Terms and Conditions, “you” and “your” mean the person completing the Booking Form, but these Terms and Conditions also apply to all other persons booked in the party. “We”, “us” and “our” means the owners and managers of the properties.

1. Booking contract

1.1 By making an online booking you are agreeing to enter into a contract with us on the following Terms and Conditions; -

1.2 You confirm that you are 18 years of age or over.

1.3 In making a booking, you confirm that you have the authority to accept and do accept these Terms and Conditions on behalf of all your party.

1.4 The contract of hire is not effective until written confirmation of the booking is given. We reserve the right to refuse any booking. Bookings made through our online booking system are provisional until confirmed by us.

1.5 This contract is made on the basis that the property is to be occupied by you or your party for a holiday as mentioned in the Housing Act 1988 Schedule 1 Paragraph 9. You acknowledge that the tenancy granted by this agreement is not an assured tenancy, nor a private residential tenancy as detailed in the Private Housing (Tenancies) (Scotland) Act 2016, and that no statutory periodic tenancy will arise when it ends.

2. Booking procedure

2.1 In addition to any booking procedure, you are required to complete a booking form.

2.2 In submitting the booking form you are confirming your agreement to these Terms and Conditions.

3. Prices and payment

3.1 Unless stated otherwise, where rents are advertised they are for accommodation only. We reserve the right to amend prices without notice.

3.2 All prices include taxes (where applicable), linen, towels, electricity, gas, water and Wi-Fi. A fair use policy will apply and any excess use of gas and electricity will be chargeable at the current standard variable rate of our energy providers. (Typical weekly average use is 90 kWh for electricity, 300 kWh for gas).

3.3 The charging of electric vehicles from the property is strictly prohibited.

3.4 A non-refundable deposit of 10% of the value of the booking is required at the time of booking for Wester Den. The booking will only be confirmed once this payment has been received.

3.5 The balance is due 35 days prior to the date of arrival. If a deposit has been taken, the balance will automatically be collected from the same credit/debit card used to pay the deposit unless another payment method or card has been used beforehand. If the balance is not paid by or on this date, it will be deemed that you have cancelled the booking and the cancellation policy (9) will apply.

4. Security deposit

4.1 We will pre-authorise a security deposit of £200 for Wester Den and £150 for The Studio, held on your payment card 1 days prior to arrival. This will be automatically held on the credit/debit card used to pay the deposit and/or balance. If no valid card details are held, a credit card will be required to be presented at the time of check-in so that this amount can be pre-authorised.

4.2 We will inspect the property after your departure and notify you of any damage or breakages.

Subject to reasonable care of the property, the security deposit will be released 2 days after check-out.

4.3 If there is any damage or additional cleaning required beyond the usual time committed to departure cleaning, an appropriate proportion of the security deposit will be retained.

4.4 If the security deposit you have paid is not sufficient to meet such additional costs, you will be required to pay any balance within 14 days of demand.

5. Your responsibilities

5.1 Unless otherwise agreed, for Wester Den you must arrive between 1600hrs to 2100hrs on the day of arrival and vacate the property and return the keys to us by 1000hrs on the day of departure. For The Studio at Wester Den you must arrive between 1400hrs and 2100hrs on the day of arrival and vacate the property and return the keys to us by 1200hrs on the day of departure,

5.2 If we are not available to meet you upon arrival, arrangements will be made with you in advance regarding the collection of a key.

5.3 Should you fail to arrive on the date and time agreed without any prior notice of delay, we reserve the right to re-rent the property with immediate effect. Regardless of any such re-rental, you will become immediately liable for full payment of your booking.

5.4 You agree to take good care of the property and its contents, and to immediately advise us of any breakages, loss or damage.

5.5 You will be liable for breakages, loss or damage resulting from your occupation and will be expected to leave the property (particularly kitchen utensils and appliances) clean and tidy, as you found it. Extra cleaning will be charged for.

5.6 You are responsible for the correct and decent behaviour of your party. You and your party will not abuse the property or display antisocial behaviour of any sort at any time, including breaching reasonable levels of noise between the hours of 10pm and 8am.

5.7 The number of persons, (aged 2 years and over) using the property is not to exceed those listed on the booking form and, in any case, no more than 6 for Wester Den and 2 for The Studio at Wester Den.

5.8 You shall not part with possessions of the property, nor sub-let it nor share it except with a member of the party shown on the booking form.

5.9 If you intend to organise a function at the property (eg. a party of any sort), you must seek prior permission from us. Additional charges and/or an increased security deposit may be sought, at our discretion.

5.10 You must accept responsibility for the safety of your children. They should be monitored at all times and you should verify the suitability of any children's equipment which is provided as we cannot accept liability.

5.11 Special consideration should be given in relation to children's safety around any steps or stairs, balcony, upper levels with railings and any outdoor space.

5.12 In the event of you breaching any of your responsibilities as laid out in this contract, we reserve the right to ask you to vacate the property immediately, at which point this contract will terminate without refund or compensation, save that you will remain liable for any costs or damages incurred by us as a result of the breach. We reserve the right to deduct such costs and damages from the security deposit.

6. Our liability

6.1 We cannot be held responsible or liable for any accident, loss or mishap to you or your personal property whilst on or using the premises, or from any illness or injury arising from any cause whatsoever.

- 6.2 Any valuables left in the property are left at your own risk. It is essential and your responsibility to ensure that all doors and windows are closed and locked when leaving the property.
- 6.3 We are not responsible for noise or disturbance originating beyond the bounds of the property.
- 6.4 While we will endeavour to arrange prompt repair, we do not accept responsibility for the failure of public services such as water, gas or electricity, or unforeseen breakdown of domestic and mechanical equipment such as heating boilers or plumbing or sewerage systems.
- 6.5 We strongly recommend that you take out personal travel insurance for your stay prior to arrival, including cover for accidental damage to the property, cancellation cover and medical and emergency expenses.
- 6.6 We cannot accept responsibility for any changes or closures to local amenities or attractions mentioned by us.
- 6.7 We reserve the right to alter or withdraw amenities or facilities without prior notice where reasonably necessary due to repairs, maintenance, weather conditions or circumstances beyond our control.
- 6.8 The property is for holiday purposes only and, whilst Wi-Fi is provided, its provision is subject to availability and network conditions. An uninterrupted service cannot therefore be guaranteed. It may not be available 24 hours a day and is provided for pleasure, not for business purposes.

7. Access to the property

- 7.1 While we shall endeavour to ensure your uninterrupted enjoyment of the property, we or our agents shall be allowed access at any reasonable time during your stay if special circumstances or emergencies arise (for example, if repairs need to be carried out). In such circumstances, we will endeavour to give reasonable notice to you, if practicable.
- 7.2 We may enter the ground during your stay for the purposes of garden maintenance but will do our utmost to ensure there is no interference with your enjoyment of the property.

8. Complaints

- 8.1 Should you have any cause for complaint during your stay, please notify us promptly and, as soon as possible thereafter, in writing. It is important that this is done while you are still at the property so that an immediate investigation can be made and, if necessary, remedial action taken. We shall do everything possible to ensure that complaints are dealt with promptly and satisfactorily.
- 8.2 In no circumstances can compensation be considered for complaints raised after the holiday has ended, when you have denied us the opportunity to investigate the complaint and remedy the situation.

9. Alteration or cancellation by you

- 9.1 If you wish to cancel your booking, you must do this in writing or through the booking source. The effective date of cancellation is the date we receive written notification.
- 9.2 The cancellation policy will be:
- Less than 24hrs from the time of booking - Full refund.
 - 31 days or more from date of arrival – 10% of the booking value is non-refundable.
 - 30 day or less from the date of arrival – The full booking amount is payable and non-refundable. The day of arrival is not included as a day.
- Booking extras are refundable unless already purchased or ordered and payable by us in the case of food or perishable items.
- If the dates or some of the dates subsequently get rebooked by another guest a refund may be given. The refund will be pro-rata in the case of only some of the dates being rebooked or if

the nightly rate of the new booking is less than the price originally paid, only this new nightly rate will be refunded. The 10% non-refundable deposit is not included in this and will not be refunded. If a voucher code is used, the value of the voucher code is taken off the balance amount and not the deposit. Therefore the 10% non-refundable deposit is calculated using the full booking value before any voucher code amount is discounted.

10 Alteration or cancellation by us

10.1 We do not accept any liability for compensation where performance or prompt performance of our contractual obligations are prevented or affected by reasons outwith our reasonable control, including but not limited to adverse weather conditions, acts of God, explosion, tempest, flood, fire or accident, war or threat of war, break-in, criminal damage, civil disturbances, restrictions and regulations of any kind on the part of the government or local authorities, riots or civil strife, strikes, lock-outs or other industrial action or dispute, natural or nuclear disaster, actual or threatened terrorist activity, epidemic and all similar situations beyond our control.

10.2 If as a result of such situations we have to cancel your booking prior to your arrival, we will advise you as soon as possible and offer a full refund (or a proportion in the case of curtailment). We will also do all we can to help you find suitable alternative accommodation, but regret that we cannot pay compensation or any reimbursement of any expenses or costs you may incur as a result of any such cancellation or change. Our liability shall be limited to the amount of any rent paid.

10.3 STL Licence - We have applied for our STL Licence as we are legally required to do. Should we ever be required to cease business because we are either refused the grant of a licence, or our licence is withdrawn, then we may be required to cancel your booking. In this case will refund you all payments made to us, including the non-refundable deposit. We are not liable for any other associated costs that may be incurred by you as a result of this cancellation.

11. Listing accuracy

11.1 Our website has been prepared in good faith, and we have taken every care to ensure it's accuracy. However, as we are always hoping to improve the property, there may be small differences between the accommodation and its facilities, and the photographs and descriptions. We shall not be liable for any minor or insignificant inaccuracies but, should there be any significant changes between your booking and your stay, we will inform you as soon as possible.

12. Dogs & other pets

12.1 Pets are welcome by prior arrangement; your intention to bring a pet, and the number of pets, must be declared at the time of booking.

12.2 In the unlikely event of damage, you must accept liability, and an appropriate deduction from your security deposit.

12.3 Pets must be under strict control at all times while in the property and kept on a lead whenever beyond the property garden, for the sake of other guests and the other animals and people in the vicinity of the property.

12.4 Any fouling, must be cleared up without delay.

12.5 You must bring a bed, basket or crate for your pet to sleep in.

12.6 Pets must not lie on beds or bedding or throws or blankets provided by us or be allowed into the bedrooms on the first floor or onto any furniture.

12.7 Pets must not be left alone in the property or elsewhere at any time unless they are secured in a crate.

12.8 Any additional cleaning required as a result of a pet's stay may incur a surcharge, at our discretion.

12.9 Failure to observe these rules may result in you being asked to leave the property without compensation.

12.10 You may at times see other dogs in the vicinity. Please treat all unknown dogs with appropriate caution.

12.11 Registered assistance dogs are welcome.

13. Smoking

13.1 No smoking is allowed in the property or in its garden or grounds. Should there be any indication of smoke or smoking within the property or grounds, we reserve the right to levy a charge of at least £150 to cover the cost of deep cleaning.

13.2 In the event of a breach of 13.1, we reserve the right to ask you to vacate the property and the contract will terminate immediately without refund or compensation, save that you will remain liable for any costs incurred by us as a result of the breach. We reserve the right to deduct such costs from the housekeeping deposit.

14. Drugs

14.1 No illegal use or possession of illegal drugs is allowed in the property, or in its grounds.

14.2 In the event of a breach of 14.1, we reserve the right to ask you and your party to vacate the property immediately and the contract will terminate immediately without refund or compensation, save that you will remain liable for any costs incurred by us as a result of the breach. We reserve the right to deduct such costs from the housekeeping deposit.

15. Security

15.1 We cannot guarantee the security of your vehicles or personal possessions whilst within the vicinity of the property and cannot be held liable for loss or damage thereto, from any cause whatsoever.

16. Privacy Policy

16.1 It is a priority of us to ensure that your personal information provided remains secure and confidential. We may use your data in the future to update you on our products. We will not sell your personal information to third parties, and will only disclose such information when required to do so by any lawful authority, as required by law. Please advise us if you would like your personal details to be deleted from our database after your holiday.

17. Law

17.1 These Terms and Conditions and the contract to which they apply shall be subject to Scottish Law and the exclusive jurisdiction of the Courts of Scotland