

Holiday Rental Agreement 2024

The Owners are Abigail Daly and Colin CummingThe Property refers to 6 and 9 Lamont Lodges, Rashfield, Dunoon, PA23 8QTThe Customer means the individual or group renting The Property from The Owners.

Please come direct for the best prices! Remember that sites like Airbnb, Vrbo and HolidayLettings add service fees to rental costs and charge owners commission.

This Agreement protects both The Owner and The Customer. Payment of the deposit and / or the full rental price denotes acceptance of these terms & conditions. If you have any questions about this Agreement, please contact Abigail on <u>enquiries@ruskinlodgeargyll.com</u> or 07751 195561.

If you are happy to proceed with your booking, please pay either the deposit (£75) or full rental cost (deposit of £75 plus rental charge). The balance can be paid in instalments to spread the cost of your holiday. Contact The Owner for further details.

For DIRECT bookings with The Owners:

Bank Transfer: Cooperative Bank, Abigail Daly, 08-93-00, 15112433 IBAN : GB81 CPBK 0893 0015 1124 33 BIC : CPBK GB 22 PayPal (please account for fees and ensure that the sum to be received matches the rental cost): abigaildaly@yahoo.co.uk

For bookings taken by a third party business (such as Holiday Lettings, Airbnb, Vrbo etc), please use their online payment system.

1. Rental costs

- A non-refundable booking deposit of £75 should be paid to secure the booking. This also acts as a damage deposit and is returned after your stay less any deductions (noted in 1.3.2).
- 1.2. The balance must be paid 6 weeks before the date that the holiday rental starts. If the booking is made within 6 weeks of the holiday rental start date, then the full balance will be due. It may be possible to pay the balance in instalments contact The Owner for details. For Christmas and New Year bookings, the balance will be due no later than 9 weeks before the holiday rental start date.
- 1.3. Damage and security deposit
 - 1.3.1.A damage and security deposit of £75 will be held by The Owner.
 - 1.3.2.This will be returned after the end of the rental period. Deductions may be made to meet unexpected costs due to damage or negligence by The Customer. If the costs incurred by The Owner to rectify the damage is greater than the damage deposit, an invoice will be issued to The Customer. Deductions include the cost of excess electricity use, replacement keys, additional cleaning due to unusually heavy soiling, and damage

to furniture, furnishings or the lodge's structure. The Owner will provide evidence to support any deductions.

- 1.3.3.A fair use electricity allowance of £10 a night is included in all bookings, unless stated otherwise at the point of booking. Electricity usage above this will be charged at the unit rate set by the supplier (currently E.On) at the time of your holiday and deducted from the damage & security deposit. The meter will be read before you arrive and after you leave, and we'll supply you with the readings and the number of units used. (Guests can also check usage during their stay).
- 1.4. Cancellations
 - 1.4.1.The Customer must inform The Owner at the earliest opportunity by email or phone if they wish to cancel their booking.
 - 1.4.2.The Customer may cancel the booking up to 6 weeks before the holiday rental start date. Exceptions to this are for Christmas and New Year bookings when the cancellation period is 9 weeks. The balance, less the non-refundable booking deposit of £75, will be returned to The Customer.
 - 1.4.3.If The Customer cancels the booking less than 6 weeks before the holiday rental start date (or 9 weeks in the case of Christmas and New Year), no refund will be given, except where the Owner is able to re-let The Property. In this case, The Owner will refund the balance minus the non-refundable deposit. If The Owner is only able to relet the property for part of the time booked by Customer, then The Customer will receive the Balance they paid, minus the non-refundable deposit and the charge for the number days the Owner has been unable to re-let.
 - 1.4.4.If the holiday rental start date is less than 6 weeks (or 9 weeks in the case of Christmas and New Year), no refunds will be given if The Customer wishes to shorten or curtail the period of their holiday let.
 - 1.4.5.In the rare event that The Owner has to cancel a booking, they will offer The Customer alternative dates. If these are not suitable, then The Customer will receive a full refund, including the booking deposit. The Owner will not be held liable for any other costs incurred by The Customer.
 - 1.4.6.We recommend that guests take out a travel insurance policy.

2. The Property

- 2.1. The Property will be presented to The Customer as described on (website) subject to small variations.
- 2.2. Any significant differences will be highlighted to The Customer.
- 2.3. The rental cost is inclusive of the use of bed linen and towels.

3. Occupancy

- 3.1. The Property is to be used as holiday accommodation only and is not bound by the Housing (Scotland) Act 1988.
- 3.2. Subletting is not permitted.
- 3.3. The number of people (including children) should not exceed the number agreed at the time of booking. If The Customer wants more people to join the holiday party, they should contact The Owner or their representative. Additional charges may apply, and the decision will be at The Owner's discretion.
- 3.4. The length of time The Customer can occupy The Property will be stated at the time of booking. In general, access can only be given to The Property from 4pm on the day of entry,

and The Customer must leave by 10am on the leaving day. Exceptions to this may be given at the discretion of The Owner.

4. Security, safety and general conduct

- 4.1. Smoking, candles or the sources of any other naked flames are not allowed on The Property, including the veranda.
- 4.2. Bonfires and open fires of any kind are strictly prohibited in the grounds of Lamont Lodges.
- 4.3. Every care has been taken to ensure that the safety of The Customer is catered for.However, if The Customer has any concerns over safety, this should be reported to The Owner immediately.
- 4.4. Families with children should note that while there is dense woodland separating the lodges from the main road, there is no fence, and the woodland has areas of steep banking, water and rough ground. Children should be supervised at all times when playing around the lodge.
- 4.5. The Customer must ensure that all windows and doors are securely locked when they are not in The Property and keys are safely stored.
- 4.6. Valuables are left in The Property at The Customer's own risk. Vehicles parked in The Property parking bays are at The Customer's own risk.
- 4.7. The Customer is asked to keep noise to a minimum after 10pm and respect the privacy and needs of other people staying in the Lamont Lodges holiday park.
- 4.8. Any unreasonable behaviour by The Customer which causes upset or distress to other Lamont Lodges holiday park residents may result in their eviction from the property. No refund will be given.
- 4.9. The Customer will permit The Owner at reasonable times and on reasonable notice to enter and inspect, and if necessary to repair The Property, or to enter The Property without notice in an emergency to repair The Property.

5. Internet access

- 5.1. Internet wifi access will be granted free of charge to The Customer. Every effort will be made to ensure there is a reliable internet connection for The Customer. However, if the internet is not available, no compensation will be due to The Customer.
- 5.2. By using the wifi offered by The Owner, The Customer agrees not to view, download, upload or access any illegal material. The Customer agrees not to infringe the copyright of others and to abide by the fair use of the internet service provider.
- 5.3. It is The Customer's responsibility to ensure the devices they are using to access the internet have their own virus protection and to supervise children when using the web.

6. Pets

- 6.1. Dogs are welcome on condition that:
 - 6.1.1. They are not left alone in The Property unless with the agreement with The Owner.
 - 6.1.2. They are not allowed in bedrooms or on furniture.
 - 6.1.3. Any damage caused by pets to the Lamont Lodges holiday park area, The Property and its furnishings will be paid for by The Owner.
 - 6.1.4.Dogs are kept on their leads within the park.
- 6.2. Customers should note that while there is dense woodland between The Property and the road, there is no fence, and dogs should be kept on their lead within the park.