

The Secret House - Terms + Conditions

1 CONTRACT

- 1.1 By making a booking for the Property, you agree that these Booking Terms apply to the Property booking.
- 1.2 By completing the reservation process, you are agreeing to enter into a contract with us to book the Property and when we send you confirmation, we agree to enter into that contract with you.

2 CARE OF PROPERTY

- 2.1 You must take all reasonable care of the Property and leave its furniture, pictures, fittings and effects in the same clean and tidy condition at the end of the rental period as at the beginning.
- 2.2 You are legally bound to pay us for replacing or repairing any items or for any extra cleaning costs which we believe are reasonably required as a result of your stay in the Property.
- 2.3 You must check the property inventory on arrival and notify us of anything that is missing or damaged. If you do not inform us, your acceptance of the inventory will be assumed.
- 2.4 Smoking is not permitted in the property. Stiletto heels are not to be worn indoors.

3 RESERVATIONS

- 3.1 If you make your reservation at least six weeks before the rental period begins:
 - (a) You must pay the Reservation Fee by cheque at the time you make the booking; if we do not receive it within 7 days, we will assume that you do not wish to book the cottage and may let it to someone else.
 - (b) You must then pay the balance of the Rental Price to us by cheque no later than six weeks before the rental period begins. If we do not receive the balance of the Rental Price by that time, we will assume you have cancelled your booking and you will have to pay the cancellation charge specified in clause 10 below. We are entitled to re-let the Property to other customers without contacting you again.
- 3.2 If you reserve the Property less than six weeks before the date you are due to arrive, you must pay the Rental Price in full when you make the booking.
- 3.3 Please note that the Reservation Fee is not refundable.

4 NUMBER OF VISITORS

- 4.1 You agree that the number of people staying in the Property will not be more than the number stated in your booking.
- 4.2 As the Property is let for use for couples and family holidays, we can refuse or cut short any reservation which does not meet this condition.

5 PETS

You cannot bring pets on to the Property unless we have expressly agreed in advance. If you bring pets without our permission, we can stop everyone in your party entering the Property or ask you to leave. If we grant permission, the following conditions will apply:

- (a) You must not leave pets alone in the property or garden.
- (b) You must not allow pets to sit or sleep on furniture, including beds.
- (c) You must exercise your pet away from gardens and grounds and clean up any 'accidents' in the garden.
- (d) You will have to pay an extra charge for bringing pets.

6 LIABILITY

As far as the law allows, we will not be liable for any loss or damage to you, any member of your party, any third party, and any baggage, car or contents, however it arises as a result of you renting the Property. Nothing in this Contract limits or excludes our liability for death or personal injury resulting from our negligence or for any damage or liability incurred as a result of any fraud or fraudulent misrepresentation by us.

7 COMPLAINTS

If you feel you have a reason to complain about the Property, you must tell us immediately so we can take appropriate action. We cannot help you if we do not know about your problem. If you do not report your complaint immediately, but choose to raise it on your return home, you accept that it will make it harder to investigate your complaint after your rental has ended.

8 ACCESS

You must give us or our representative access to the Property at any reasonable time while you are renting it to carry out essential maintenance or if there is an emergency. Wherever possible we would arrange this in advance.

9 IF WE CANCEL THE RENTAL

If, after we have confirmed your booking, we cannot supply the Property to you because of reasons beyond our control, we will return the Rental Price to you in full and we may at our sole discretion offer you compensation.

10 IF YOU CANCEL THE BOOKING

10.1 If you cancel the booking for any reason, you must tell us in writing.

10.2 If you cancel a booking we will charge the cancellation fees set out below.

- (a) If we receive your cancellation 42 or more days (ie. six weeks) before you are due to arrive, you will lose the Reservation Fee (25% of the rental price).
- (b) If we receive your cancellation after this, then you will lose 100% (all) of the Rental Price.
We suggest that you take out insurance to cover this possibility.

11 PROPERTY INFORMATION

We make every effort to make sure the information we give orally or in writing is accurate, however changes and errors occasionally occur. You must therefore ensure you check all Property details at the time of booking. We will not be liable for inaccurate information.

12 STATUTORY RIGHTS

Nothing in these Booking Terms shall affect your statutory rights.

13 DATA PROTECTION

By making a booking, you agree that we may store and use your information as required to complete your booking and allow you to stay at the Property. We will not disclose that information to any other company or person.

The Secret House

5 Blackbull Street

Duns

Berwickshire

Scotland

TD11 3AT

1st July 2013