

Harbour Haven Holiday Rentals Arbroath

Booking Terms and Conditions

Your contract is with **Mr & Mrs R M Lawrie** ("we", "us" and "our" in these Booking Conditions) for the property known as **Harbour Haven 1, 2 or 3, at 2 Shore Arbroath** ("the Property"). References to "you" or "your" are references to the person making the booking and all members of the holiday party.

These Booking Conditions form the basis of your contract with us so please read them carefully. Nothing in these Booking Conditions affects your normal statutory rights.

1. Making your booking

When you book the Property with us you should return the completed Booking Form to us together with your payment for the Initial Deposit. Please note that the Initial Deposit is only refundable if you cancel your booking within **seven days** of receiving our written confirmation of your booking.

Your booking is made as a consumer for the purpose of a holiday and you acknowledge that no liability can be accepted for any business losses howsoever suffered or incurred by you.

Once the completed Booking Form and the Initial Deposit have been received and accepted by us, we will issue you with our written confirmation. The contract between us will only be formed when we send you our written confirmation and is subject to these terms and conditions. We reserve the right to refuse any booking prior to the issue of our written confirmation. If we do this we will promptly refund any money you have paid to us.

Alternatively bookings can be made via email and bank transfer payments. Once confirmed all terms apply.

You should carefully check the details of our written confirmation and inform us immediately of any errors or omissions.

2. Paying for your booking

You are required to send to us your payment for the balance of the Rental and the Security Deposit at least **twenty eight days** prior to the Arrival Date as set out in our written confirmation. If you fail to make a payment due to us in full and on time we may treat your booking as cancelled by you.

We will hold the Security Deposit to be applied against the reasonable cleaning and/or replacement of the property, furnishings, fixtures and fittings. We will return the Security Deposit to you within **10 days** of the return of the keys to us, less any deductions in accordance with the conditions listed above.

3. If you cancel or amend your booking

If you need to cancel or amend your booking you must telephone us on the number shown on our written confirmation as soon as possible.

You will also be required to confirm your cancellation in writing or by email to the addresses shown on our written confirmation. A cancellation will not take effect until we receive written confirmation from you.

If you cancel your booking within seven days of receiving our written confirmation, we will refund the balance of any money you have paid us. After such period, if you cancel your booking more than **four weeks** prior to the Arrival Date, we will retain the Initial Deposit and refund the balance of any money you have paid to us.

If you cancel your booking less than **four weeks** prior to the Arrival Date, we reserve the right to retain the Initial Deposit and the Rental, and refund the balance of any money you have paid to us. In these circumstances we will refund the Rental (less any additional costs incurred) to you if we are able to secure an alternative booking for the Property.

4. If we cancel or amend your booking

We would not expect to have to make any changes to your booking, but sometimes problems occur and we do have to make alterations or, very occasionally cancel bookings.

If this does happen, we will contact you as soon as is reasonably practical and inform you of the cancellation or the change to your booking and, if it is necessary to cancel your booking, we will refund the balance of any money you have paid us.

5. Your accommodation

You can arrive at your accommodation after **16:00 hours** on the Arrival Date of your holiday and you must leave by **11:00 hours** on the Departure Date.

If your arrival will be delayed, you must contact the person whose details are given on our booking confirmation so that alternative arrangements can be made. If you fail to do so you may not be able to gain access to the Property. If you fail to arrive by midday on the day after the Arrival Date and you do not advise the contact of your anticipated late arrival we may treat the booking as having been cancelled by you.

6. Your obligations

You agree to comply with the Regulations set out in the property manual and any other regulations reasonably made from time to time and ensure that they are observed by all members of your party.

You agree to keep and leave the Property and the furnishings, kitchen equipment, crockery, glasses, bedding and towels clean and in good condition.

You agree not to cause any damage to the walls, doors or windows of the Property nor to do anything that may be reasonably considered to cause a nuisance or annoyance to us or to any other occupier of adjoining or neighbouring properties.

You agree to take all necessary steps to safeguard your personal property. No liability to you is accepted in respect of damage to or loss of such property, except where the damage or loss is caused by our negligence.

You agree to ensure that each member of your party is covered by comprehensive travel insurance (including cancellation, flight delays, loss and damage to baggage and other property) and health insurance (including evacuation and repatriation coverage).

You cannot allow more people to stay in the Property than expressly authorised, nor can you significantly change the makeup of the party during your stay in the Property, nor can you take your pet into the Property unless it has been arranged in advance and it is shown on your confirmation. If you do so, we can refuse to hand over the Property to you, or can require you to leave it. We will treat any of these circumstances as a cancellation of the booking by you.

You agree to allow us or any representative of ours access at any reasonable time during your stay for the purpose of essential repairs.

7. Complaints

Every effort has been made to ensure that you have an enjoyable and memorable holiday. If however, you have any cause for complaint it is important that remedial action is taken as soon as possible.

It is essential that you contact us if any problem arises so that it can be speedily resolved. It is often extremely difficult (and sometimes impossible) to resolve difficulties properly unless we are promptly notified. Discussion of any criticisms with us whilst you are in residence will usually enable shortcomings to be rectified straightaway. In particular, complaints of a transient nature (for example, regarding preparation or heating of the Property) cannot possibly be investigated unless registered whilst you are in residence.

If any complaint cannot be resolved during your holiday, you must write to us with full details within 28 days of the end of it.

8. Our liability

Our maximum liability for losses you suffer as a result of us acting in breach of these terms and conditions is strictly limited to £350 and any losses which are a foreseeable consequence of us breaking the agreement. Losses are foreseeable where they could be contemplated by you and us at the time your order is accepted by us.

This does not include or limit in any way our liability for death or personal injury caused by our negligence or for fraud or fraudulent misrepresentation; or for any matter for which it would be illegal for us to exclude, or attempt to exclude, our liability.

9. Law

The contract between you and us is governed by the law of Scotland and we both agree that any dispute, matter or other issue which arises between us will be dealt with by the Courts of Scotland.