

For rentals of more than 28 days: It is intention of all the parties that this agreement falls outside of the provisions of the Housing act 1998 and does not form an Assured Shorthold Tenancy.

Standard Terms & Conditions of Booking

1. Contract: The Contract for a short-term rental shall be made between The Client and The Owner; Mr T Gorst and Ms S Choi. The Contract shall be governed by UK Law. It will be entered into when the deposit is received and cleared. The invoice provided constitutes the confirmation letter. The Contract will be subject to the following booking conditions, which it is the responsibility of the lead guest to inform all party members of.

2. Payments: A deposit of 50% of the rental fee is payable upon booking with the balance due 12 weeks prior to arrival. Non-payment of the balance of the rental on or before the due date shall be construed as a cancellation of the contract by The Client. For bookings made less than 12 weeks before the commencement of the rental the total rental fee is payable upon booking. Payment can only be accepted by bank transfer in U.K pounds sterling [£] and the balance must be received no less than 13 weeks before the commencement of the rental. Where a discounted booking is offered i.e. price less than the published rate, then the full rental fee is due upon booking.

In addition, we also require a returnable damages deposit on or prior to arrival equal to £15 per person per night, subject to a minimum of £500.

All payments shall be made to Mr T. Gorst, details as per the Invoice.

For payments from overseas or non-Stirling bank accounts the Client is responsible for all bank charges.

3. Cancellations: Any cancellation made by The Client for whatever reason must be in writing. If the cancellation is made four weeks prior to arrival or later the whole rental fee is non-refundable. For bookings cancelled more than four weeks prior to arrival a percentage of the rental fee will be refundable and a percentage of the rental fee will be charged as a cancellation fee. The cancellation fee depends upon the amount of time still to elapse before the arrival date, as follows:

- 0-4 weeks 100% of rental fee
- 4-6 weeks 90% of rental fee
- 6-8 weeks 80% of rental fee
- 8-10 weeks 70% of rental fee
- 10-13 weeks 60% of rental fee
- 13-16 weeks 80% of deposit
- 16-20 weeks 60% of deposit
- 20 weeks and over 40% of deposit

3a Transfer of Booking. In the case of transfers, there is no penalty provided the new booking fee matches or exceeds the price of the old one and the transfer is to an earlier date. If the transfer is to an earlier date but the new booking fee is less than the old one then the difference is treated as a cancellation.

Where the transfer is to a later date, either at a higher or lower rate, it will be treated as follows. A percentage of the original fee shall be treated as a cancellation and a percentage credited to the new booking; with the difference this calculation and the fee for the new period being due upon the notification of transfer. For example:

Transfer Notification	Cancellation Fee	Credit	Balance Due
6-8 weeks	- 40%	+ 60%	40%
4-6 weeks	- 60%	+ 40%	60%
2-4 weeks	- 80%	+ 20%	80%
1-2 weeks	-100%	+ 0%	100%

In the event of a cancellation by The Owner, which will be made in writing, the whole amount paid, be it deposit or balance is repayable to The Client; however, the owners accept no liability for consequential loss arising out of a cancellation.

4. Cancellation Insurance: We strongly recommend such insurance cover to protect our guests against cancellation.

5. Period of Rental: Rentals commence, unless otherwise agreed before booking, at **4pm** on day of arrival and terminate at 10am on the day of departure. The properties are cleaned, a welcome pack prepared and the heating turned on 24 hrs in advance of your arrival and a personal meet and greet - to safely induct you into the use of the properties - scheduled for the agreed arrival time.

Please note that the person showing you the property may not live on site and may have to travel to meet you at the agreed time; therefore if you are going to be unavoidably delayed we need to be notified as soon as you are aware however please note that as the house is unstaffed a last minute late arrival may not be able to be facilitated for safety reasons: as it is not possible to conduct a property familiarisation in the dark and for the personal safety and comfort of the person meeting and greeting.

If you do not arrive at the agreed time or fail to advise us of unavoidable delay we reserve the right to cancel your booking, in which case no refund shall be due.

6. Number of People in the property / Use: The number of persons occupying the property overnight must not exceed the maximum number stipulated on the invoice and must conform with bed configuration. Guests may invite visitors into the property during the day however if guests wish to entertain visitors prior written consent is required and reserve the right to charge a supplemental fee. The property may not be used as a venue nor made available to paying guests. We have accepted your booking based on the information you have provided. Please check that we have accurately described your booking and advise us before payment if we have not; as variation after the event may not be possible, may require cancellation or termination of your booking or result in the loss of your deposit. We reserve the right to deny access to the entire party if these conditions are not observed.

7. Complaints: Should there be any cause for complaint during the occupation of the property, it must be notified promptly and in the case of a serious problem, confirmed in writing.

8. Concern for neighbours and environment: The house is rented for use as a private house for the period of the rental and therefore the person/persons renting the house and their guests must treat our neighbours and neighbouring properties with due concern and respect, complying with all relevant by-laws including those relevant to noise disturbance etc. Please note fireworks are not allowed on the property. In the event of a noise nuisance being caused by this requirement not being complied with we reserve the right to retain some or all of the Cautionary Deposit.

9. Care of the property: The renter of the property is responsible for the behaviour of all persons who may be resident in (or otherwise in) the property and shall take all reasonable and proper care of the property and its furniture, pictures, fittings and effects in or on the property and leave them in the same location, state of repair and in the same clean and tidy [including washing up] condition at the end of the rental period as at the beginning. All rubbish in black plastic bags should be removed from the House and placed in the large green bins provided outside

Use for a Location Shoot: If the property is used as a photographic location then the property must be returned in exactly the same condition as it was at the start of the shoot; including making good decorations, returning furniture back to its location, thoroughly cleaning all areas used, washing up and putting away any kitchen utensils etc. If the booking is on a stay and shoot basis then the bedrooms and bathrooms used are not required to be cleaned only left in a clean and tidy state.

No inflammable or explosive material shall be stored or placed in or close to the Property. No dirt, rags, oil or similar material shall be put in any baths, sinks, lavatory or pipe at the Property. No firearm, shotgun, crossbow or air weapon shall be brought onto the property without written permission first having been obtained.

10. Care of Linens: Sun cream, fake tan, waterproof make up and hair dye can cause permanent damage to bedding, linen and towels and we ask all guests to take care when using these products. If you plan to use them, we recommend that you bring some spare linen in order to prevent staining during your stay. If such staining occurs, although every effort will be taken to remove any stains if this is not possible, a charge may be levied to replace these items.

11. Housekeeping: We ask that the property is returned in the condition that it is initially provided. For multiple week bookings a cleaning service will be provided on a Friday.

12. Breakages or Damage: The Client is legally bound to reimburse for replacement, repair or extra cleaning costs on demand. We require a refundable Cautionary Deposit on or prior to arrival equal to £15 pp pn (per person per night), subject to a minimum of £1,000. The cautionary deposit will be refunded within 14 days of your departure from the property less any costs incurred. Where you have paid the cautionary deposit by bank transfer we will refund the deposit back into your account, but only upon receipt of your bank details, so please contact us to provide the details as the refund will not be processed until we are in receipt of your account details. We cannot be held accountable if the cautionary deposit is not refunded within the 14 day time scale where we have not been provided with this information. A charge will apply where we are requested to credit a non £Stirling bank account.

13. Pets: We accept two well behaved Dogs by prior arrangement at a rate of £100.00 per dog per stay, on the condition that they are only granted access to the top barn (kitchen, sitting room, games room) and not the bedrooms. They should not be allowed to sit on the sofas and overnight should be kept in the games room. The perimeter of the property is fenced but pets are left outside at The Clients risk. Dogs must be kept away from the sheep when they are grazing the nearby fields.

14. Gates: The gates to the field MUST be kept closed at all times.

15. Liability: The Owner, employees and agents do not accept third party liability in respect of breach of contract, negligence, misrepresentation or otherwise; nor do we accept responsibility for theft or loss of property.

16. Warranties: The Owner does not warrant and is not responsible for the accuracy of any verbal information given or statements made by any of its servants or agents.

17. Right of entry: The Owner shall be allowed the right of entry to the property at all reasonable times for purposes of inspection or to carry out any necessary cleaning, repairs or maintenance.

18. Children: We welcome babes in arms and mature children. However, due to the design layout both inside and outside the property and the hot tub, both toddlers and young children must be supervised at all times as a condition of booking. Guests must accept responsibility for the safety and supervision of their children.

19. Illegal Substances and Activities: The use of illegal substances or any activity that is against the law of the United Kingdom is prohibited.

20. Data Protection: Any personal information provided by the occupier shall be kept in Confidence.

21. HOT TUB

Before using the hot tub all members of the party must read the detailed instructions and guidelines provided, and note that these say that prolonged or extended use of a hot tub is strongly advised against for health reasons. Use of the hot tub by minors must be supervised at all times.

Please note that under no circumstances may alcohol or food may be consumed in the hot tub. Before entering the hot tub guests must shower **before** use and not enter the hot tub if wearing sun cream, fake tan or waterproof makeup. Before entering the hot tub please ensure feet are clean and free of soil or other debris. It is also highly recommended that guests also shower **after** using the hot tub.

No soaps, bubble bath or any such substances may be used in the hot tub at any time. The maximum capacity of the hot tub is four persons. Please do not jump into or up and down in the hot tub and ensure that any use does not cause loss of water. The lid of the hot tub must be removed and carefully placed on the deck and well away from soil, beds and borders and replaced after use.

The hot tub is inspected and tested before every arrival and therefore in the event that failure to adhere strictly to these rules results in contamination and reduced chemical protection leading to inflammation, skin irritation or infection the owners accept no liability. Should it be necessary to drain, clear out the filter, re-fill and re-heat the hot tub due to the above terms not being adhered to the sum of £250 will be deducted from your Cautionary Deposit. Should there be a hosepipe ban at anytime, we will keep the hot tub going for as long as we can, but if they get into a condition that is unclear, they will be drained and out of action until such time as the ban is lifted.

These terms and conditions are deemed accepted upon receipt of payment.