



# Oystercatchers

Highland self-catering accommodation on the Sutherland coast

Please print out, sign and date this contract and return with your first instalment cheque (or other payment method). Without this your booking remains unconfirmed.

## **Rental Agreement: Terms and conditions for Oystercatchers (1 of 3)**

### **TERMS**

**1** The Property is Oystercatchers. The Rentals are as noted on the accompanying Reservation Form. The Owner is Mr Ian Horsfield and Ms Catriona Maclean. The Client is the Lessee. Commencement Date is the first day of the intended occupation.

### **CONDITIONS**

**2** The Owner agrees to let The Property at The Rentals for the period of time as noted on the accompanying Reservation Form.

**3** The Rentals are payable by The Client on the following dates:

- a) If the reservation is made more than 10 weeks before the Commencement Date  
The first instalment of 30% (non refundable) of The Rentals must accompany this form  
The final instalment is payable 10 weeks prior to the Commencement Date.
- b) If the reservation is made less than 10 weeks before the Commencement Date  
The final instalment of the full amount of The Rentals must accompany this form.

Please note that if payment is not received by the due date we are unable to guarantee your booking.

### **4 Cancellation/Termination by The Client**

a) If the agreement is terminated by The Client or if The Agreement is terminated because The Client has failed to pay amounts due on the due dates, The Client will be liable to pay a cancellation fee in accordance with the following:

30% of The Rentals payable if the date of termination is greater than 10 weeks before the Commencement Date.

100% of The Rentals payable if the date of termination is shorter than 10 weeks before the Commencement date.

b) Cancellations insurance: please take out appropriate insurance on your holiday to safeguard against loss of monies should unforeseen circumstances necessitate termination of The Agreement by The Client.

The Owner may offset any amounts already received from The Client against the cancellation fee.

2 Dowding Villas  
Bath  
BA1 6QH

07974 191841  
07802 417408



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## **Terms and Conditions for Oystercatchers** continued (2 of 3)

### **5 Non Availability of The Property**

If for any reason beyond The Owners' control (eg fire damage) The Property is unavailable on the date booked, all rental charges paid in advance by The Client will be refunded in full but The Client shall have no further claim against The Owner. The liability under all circumstances shall be limited to the refund of monies paid in advance.

### **6**

A Damage Deposit cheque of £100 is payable on first meeting The Owner or The Owner's Agent. The Damage Deposit will be retained pending an inspection of The Property and its contents to check that The Owner has no consequential expenses due to breakages, damages, additional cleaning, etc due to the liability of The Client. The extent of the recoverable costs from The Client by The Owner is limited to the cost of any work done and other costs incurred by The Owner and is not limited to the Damage Deposit. The un-applied Damage Deposit will be destroyed within one week unless The Client has been contacted.

### **7**

The Owner reserves the right to cancel the reservation if payments are not received in accordance with item 3 and item 6 of this Agreement. The cancellation will be deemed the liability of The Client.

### **8**

The Client undertakes to take good care of The Property and its contents and to leave The Property and its contents in a clean, tidy and orderly condition prior to our chageover clean.

### **9**

The Client agrees to behave in a considerate way to the people living near The Property and to respect their privacy and peace at all times. Strictly no fireworks in The Property.

### **10**

The Client will report any loss or damage to The Property or its contents to The Owner or The Owner's Agent as soon as possible. The Client will allow access to The Property by The Owner or The Owner's Agent at any reasonable time to perform an inspection. The Client undertakes to inform The Owner or The Owner's Agent of the expected departure day and time if it is different from that indicated on the reservation form.

### **11**

The Owner will not be responsible to The Client for any loss, inconvenience, damage, etc beyond the control of The Owner.

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## Terms and Conditions for Oystercatchers continued (3 of 3)

### 12

Any claims whatsoever by The Client against The Owner will be limited to the amount of The Rentals paid.

### 13

The Client will not over-occupy The Property at any time. We reserve the right to ask The Client to leave if The Property is being used by more than the advertised number of people - 6 people plus 1 cot.

### 14

The signing of this form by The Client (or any verbal or written acceptance) is deemed to be the acceptance of these Terms and Conditions.

### 15 Arrival and Departure - Saturday to Saturday

Arrival Time - not before 3pm.

Departure Time - not later than 10am.

Please ring the week prior to arrival to confirm times, access, etc.

No stag/hen parties.

No corporate parties.

No smoking.

No pets (we regret due to presence of livestock in neighbouring fields).

Commencement date \_\_\_\_\_ Number of nights \_\_\_\_\_

Signed \_\_\_\_\_ The Client

Name in print \_\_\_\_\_

Date \_\_\_\_\_

Please return this form with your first instalment cheque or other concurrent payment method (final instalment of the full amount if you wish or if the reservation is made less than 10 weeks before the Commencement Date). Cheque made payable to I Horsfield & C Maclean. Please email for bank transfer details.

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