

DRUIMGORM – GENERAL CONDITIONS OF HIRE

- 1) The hiring contract shall be between the holidaymaker and the owner of 'Druimgorm', Mr C.A.MacDonald and or Mrs Frances Cameron MacDonald is subject to the following terms and conditions.
- 2) The hire period shall be from 16.00hrs on the day of arrival and the property must be vacated by 10.00hrs on the day of departure. Unless otherwise stated or agreed in writing, hire periods shall commence and end on Saturdays. If the holidaymaker is unable to arrive at Druimgorm by midday on the day following the holiday start date, the holidaymaker must advise Mrs MacDonald of the intended late arrival. Failure to arrive by midday on the day following the holiday start date and failure in those circumstances to advise Mrs MacDonald constitutes cancellation by the holidaymaker.
- 3) Mrs MacDonald reserves the right to refuse accommodation. In no circumstances may the number of people occupying the property exceed the number agreed with Mrs MacDonald and as specified on the booking form and under no circumstances exceed the number of occupants as advertised. The owner reserves the right to refuse entry or terminate the hire without notice if this condition is not observed, or refuse to hand over the property to any person, who in the opinion of the owner, or Mrs MacDonald, is not suitable to take charge. Rents will not be refunded. In such cases all liability of Mrs MacDonald and the owner shall cease declaring that in no event shall either accept any responsibility or liability for such refusal, termination or otherwise or any loss or damage arising there from.
- 4) Druimgorm shall be used solely for holiday purposes and the holidaymaker shall not sublet the property or any part thereof or any equipment from the property
- 5) The holidaymaker shall at all times maintain the property and its contents in a clean and tidy condition and accept the property as it is equipped at the commencement of hire. The holidaymaker shall be liable to the owner for any loss, costs, expenses or claims arising from any damage caused to the property and/or its contents by the deliberate or negligent act or omission of the holidaymaker or of any person in his/her party. If as a result of any such damage, the property or any of its contents need to be repaired or any of the contents need to be replaced, then the

holidaymaker shall be responsible for paying the reasonable costs of doing so.

- 6) Pets: are not allowed under any circumstances. The owners reserve the right to evict the holidaymaker if this condition is not observed.
- 7) The booking is made on the understanding that the property is available to the holidaymaker on the dates stated. If for any reason, beyond the owners control (e.g. Fire, storm damage, illness etc..) the property is not available on the date booked, all monies paid by the holidaymaker shall be returned in full. The owner shall have no liability for any loss; expense, inconvenience or otherwise resulting from such unavailability and the holidaymaker shall have no claim against them.
- 8) Submission of the signed booking form/or telephone booking with deposit paid by cheque (within 7 days), will be deemed to be an acceptance of these conditions and a confirmation of the details and conditions on the booking form. The person signing the booking form is responsible for ensuring that all persons occupying the property comply with the terms and conditions in all respects. Cheques should be made payable to Mrs Frances MacDonald and mailed to Druimgorm, Bridge Road, Portree, IV51 9ER, Isle of Skye, Scotland.
- 9) If for any reason the holidaymaker is not satisfied with the accommodation, Mrs MacDonald must be contacted immediately so that the problem can be rectified immediately: - Mrs MacDonald tel 00 31 71 5429656 (Netherlands) or by e-mail at druimgorm@yahoo.com.
- 10) The holidaymaker shall allow the owner or his agents entry to the premises for all reasonable purposes.
- 11) Rubbish bins - it is with regret that we have to introduce this condition.
 - a) Rubbish bins are to be placed at the back gate no later than 09.00hrs on Friday morning and returned to their storage area after being emptied. In the event that you do not do this and we have to arrange for the rubbish bins to be emptied, we will have to charge you UK pounds 50 (fifty UK pounds). This will be deducted from your damage deposit.
 - b) Please ensure you use bin liners in the kitchen waste bin. Do not dispose of unbagged rubbish straight in to the outside rubbish bins. Should you do so and the bins need to be cleaned/power washed, we will have to deduct a further 65 pounds (sixty five UK pounds) from your deposit.

- 12) The deposit or full rental is required with the booking form. If the booking form is submitted six weeks or less before the commencement of the holiday then the full rent should be sent with the booking form. When a booking is accepted, the balance of rent must be paid 6 weeks prior to holiday commencement. When the balance is paid, final details of the property, with travel directions and key holder information etc. will be advised.

- 13) For all bookings excluding Christmas/New Year a damage deposit of £250 must be paid 6 weeks prior to holiday commencement. This will be fully refunded within 7 days after end of the rental in the event of no damage.

- 14) For Christmas/New Year rentals, a damage deposit of £500 must be paid 6 weeks prior to holiday commencement. This will be fully refunded within 7 days after end of the rental in the event of no damage.

Last updated 9 June 2008