

CONDITIONS OF LET

General

1. MARL HOUSE is owned and managed by Mr J C Nicholson and bookings are handled by Mrs Alexandra Walter acting as agent T/A ESCAPE TO GALLOWAY. Any hiring contract is between the hirer and the owner.
2. Your booking must be for holiday purposes only. The property must not be used for gatherings such as weddings, parties or filming except by prior written agreement. If the property is to be used for these purposes an increased Security/ Housekeeping Deposit will be required and all breakages and repairs will be deducted from this.
3. Once we have accepted your booking and payment then required, a contract has been entered into which includes these Conditions and Scots Law governs such contract. By making the booking you commit yourself to paying the balance on the due date. This still applies even in the event of a cancellation.
4. The person signing the booking form must be over 18 years of age and signs on behalf of all persons who will use the property during the period booked. By signing the booking form you declare that you have read and agree to abide by the Conditions therein. If any of the Conditions of Let are contravened, the owner or their representative has the right to deny access to the property or expel you and members of your booking from the property and no money will be refunded.
5. Excluding babies in cots, the number of people sleeping in the property and its grounds must not exceed the number shown in the property details except by written agreement. All names of guests (and addresses if different from the person making the booking) must be shown on the booking form or additional pages. No additional guests may be permitted without written agreement from the owner/manager.

Dogs

6. If dogs are accepted in the property dog must not be allowed in bedrooms, on soft furnishings, or allowed to foul the immediate surroundings. Dogs may be required to be kept on leads within the grounds as poultry and livestock are kept nearby. Leads may not be necessary on the beach. See individual house description for any special conditions (e.g. kennels etc.).

Liability

7. In signing the booking form you agree to indemnify us against all loss and damage arising directly or indirectly to the property and its contents from any deliberate or negligent act or omission by yourself, or any other person or animal accompanying you.
8. The owner of the property cannot accept responsibility for any loss or damage to any belongings, nor injuries sustained by you or any member of your party.

Cleaning

9. Cottages are thoroughly cleaned between guests. On the last day of each rental period, either the guests themselves, or the cottage owner/local cleaning company (if you have ordered cleaning to be done on your behalf for an additional charge), will clean the cottage ready for the next party to arrive. The final cleaning includes vacuuming and wiping the floors, cleaning toilets, baths and shower rooms, wiping clean work surfaces and tables, washing dishes and placing them back to their own places, cleaning the cooker, microwave, BBQ and fridge, and taking the bins out. Bed linen may be removed from beds and placed on the floor and used towels placed on the bathroom floor. All own food and drinks must be taken away. Cleaning equipment and materials are provided in the cottage.

Security/Housekeeping Deposit

10. You are required to pay a Security/Housekeeping Deposit, which is returned to you in full subject to the house being left clean, tidy and without damage. On arrival, if you have any concerns regarding the condition of the property that you think may be relevant, please advise the owner/agent. In the event of a dispute the housekeeper or person responsible for preparing the property has the final word. See clause 7. The owner reserves the right to levy a charge in relation to any damage to the property or contents thereof. Such charge may be deducted from the security deposit or debited to your debit/credit card as appropriate.

Booking and payment

11. A provisional booking made by telephone will be held for a maximum of 5 days. If the booking deposit or appropriate payment is not received within 5 days, the booking will lapse. Last minute bookings less than two weeks prior to holiday date may not be provisionally booked.
12. If you pay a deposit, the balance becomes due at least 56 days before the beginning of the holiday. We do not undertake to remind you and the booking will lapse should the balance not be received.
13. The appropriate Security/Housekeeping Deposit must be paid at the time the balance is paid or as otherwise agreed. This will be banked and returned within 14 days following the let, subject to the property being left as found.
14. If the booking is made less than 56 days prior to the holiday, the full rental is payable on booking.
15. Payments to be made in GB pounds Sterling unless otherwise agreed. We accept MasterCard, Visa, Visa Delta, Switch, Amex and payment via online banking and by cheque. **Cheques are payable to Escape to Galloway followed by your reference ****MARLddmmy where * = first 4 letters of the surname of the person who has placed the booking and where MARL = Marl House, followed by the date, e.g. SMITMARL120816. Or you may pay using online banking. Royal Bank of Scotland Whithorn branch Sort code: 83-28-06 Account: 00263667 Account name: Mrs A Walter quoting the first 4 letters of the surname in which the cottage is booked, followed by MARL and date of your visit e.g. Mr Smith has booked for 12 August 2016 gives reference SMITMARL120816. For the purpose of security deposit refund please provide your account name, number and sort code in your correspondence when you advise us that you have paid direct into the bank account.**

Owner Liability

16. The owner shall not be liable if the Cottage is not available for your booking nor any loss or damage suffered by you caused by any circumstances beyond the owner's reasonable control (e.g. fire, flood, exceptional weather conditions, power-cut, act of war, terrorism).
17. If for any other reason beyond the owners' control the property is not available on the date booked, in the event that the circumstances are covered by the owner's insurance policy, alternative accommodation may be offered until such time as the Cottage becomes available during the booking period. If no such accommodation is available in the event of a successful insurance claim the owner will refund any money paid with respect to the booking and the hirer shall have no further claim.
18. The owners take great care that the information they provide is accurate. However, they cannot be held responsible for any inaccuracies or for their judgement of the qualities of the amenities in the area.

HOLIDAY INSURANCE

ONCE YOU HAVE MADE A BOOKING AND PAID A DEPOSIT YOU ARE LEGALLY BOUND TO PAY THE BALANCE ON THE DUE DATE.

We strongly recommend that you purchase holiday cancellation insurance. This may be provided by your credit card provider or your bank as an account benefit. Please check.