



## **Glen Tanar Estate Standard Booking Terms and Conditions**

### Definitions

“Cottage” refers to the property you rent or any other property let out by the Owner; “Customer”, “you”, “your” shall mean or refer to the individual who made the booking;

“Glentamar Website” shall mean our website at [www.glentamar.co.uk](http://www.glentamar.co.uk)

“Owner”, “us”, “we” shall mean Mr. Michael Bruce of Glen Tanar House, Aboyne, trading as Glen Tanar Estate; and “Tenants”, “you”, “your” shall mean or refer to the Customer’s party.

### Contract and Booking

1. When you submit a booking via our online reservation system, you will receive an automatically generated booking summary by email to the address you provide in the booking form. This does not form a contract between us. A contract shall arise only when your deposit payment has cleared, and your booking is subsequently confirmed in writing via a letter of confirmation sent by post or email.
2. The Customer must be at least 18 years of age and authorised to make the booking on the basis of these Terms and Conditions by all other members of the party. By making this booking, the Customer confirms that he /she is so authorised and that he / she has agreed to the Terms and Conditions herein.
3. When you receive your confirmation, you should check the details carefully. If anything is incorrect, you must tell us immediately. The Owner cannot be held liable for any mistakes that arise from you providing the wrong booking details.

### Payment

4. We require an initial deposit of 40 % of the full rent due to secure your booking. This deposit is non-refundable after seven days from the date of booking. The deposit shall be provided at the time of booking. If you are paying by cheque, this should be made payable to “Glen Tanar Estate.”
5. The balance payment should be paid in full at least twelve weeks before commencement or, if there is less than twelve weeks to go, it shall be paid in full at the time of booking. Payments can be made by cheque, (provided enough time is allowed for the cheque to clear before your holiday starts) or electronic transfer. We can provide bank account details for an electronic transfer or credit card payment on request.
6. Please make sure we receive your payment on time, as we may re-book as soon as the due date for payment has passed.
7. A condition of staying with us is that you look after the holiday home as though it were your own. We reserve the right to request a security deposit, which if requested must be paid prior to your use of the cottage. The cost of any damaged or missing items or exceptional cleaning will be deducted from this deposit and the remainder returned to you. We reserve the right to invoice the person booking the holiday for any replacements and additional costs incurred.
8. We will do everything we reasonably can to honour our commitments to you, but you accept our maximum liability to you on any grounds whatsoever is limited to the amount you have paid us prior to the problem arising, save for personal injury or death caused through our negligence.

Glen Tanar Estate, Aboyne, Aberdeenshire, AB34 5EU

Email: [info@glentamar.co.uk](mailto:info@glentamar.co.uk) Phone: 013398 86451



9. If any payment due in relation to your booking is not paid by the appropriate date then we are entitled to assume that you wish to cancel your booking. In this case, we will be entitled to keep all deposits paid at that date. The Owner will normally send out a reminder to you before your booking is cancelled.

#### Check In / Check Out

10. You may check in any time after 5pm on your day of arrival (or earlier if prior arrangements have been made with us). Check out is any time before 10am on your last day. Please let us know your estimated time of arrival.

#### Information Pack

11. Each cottage comes with a digital information pack which shall be provided prior to your arrival. It contains useful information on the Estate and the proper operation of the specific facilities and services provided in your cottage. As some of our facilities (including the cottage's heating and waste disposal services) may not be familiar to all our guests it is essential that you familiarise yourself with the information pack on arrival. It is a condition of our contract with you that you respect the facilities provided and comply with the user conditions set out in the information pack.

12. You undertake to leave the cottage without demand at the termination of the agreed period of hire.

#### Property Care and Visitor Obligations

13. There is strictly no smoking within the cottage. A surcharge will be made for cleaning fabrics on evidence of smoking in the cottage.
14. Depending on which cottage you are staying in, you are allowed to bring up to two dogs with you at a charge of £20 per dog per stay. Please consult the Glentanar Website to confirm which cottages accommodate dogs. Dogs must not be left unsupervised in the cottages at any time. No other pets are permitted.
15. The number of guests at any time is restricted to the number of guests indicated on the booking form and restricted under current Scottish Government Covid-19 guidelines and regulations (always subject to the maximum number of guests for your cottage stipulated on the Glentanar Website).
16. In the unlikely event that you discover any damaged items on arrival, you agree to inform us immediately (so that you will not be held liable and for us to arrange a repair / replacement as soon as possible).
17. The Owner has the right to enter the property at any reasonable time for the purpose of inspection, repairs, etc. except in cases of emergency where quick access is vital, in which case the Owner is entitled to enter the cottage at any time without giving you prior notice.
18. During your stay, you are responsible for the contents of the property and we will pass on the cost of any damages / breakages to you (beyond reasonable wear and tear).
19. You agree to leave the cottage in a clean and tidy condition. Cleanliness is important to us and to our guests. In the aforementioned information pack you will find a note of the standard professional cleaning time required for your cottage. In the event that additional time and materials are required (out with additional cleaning hours due to Covid-19) following your departure they will be invoiced to you at cost.



20. You agree that the cottages let by the Owner are to be used for the purposes of a holiday let to which Section 12(2) and paragraph 8 of Schedule 4 of the Housing (Scotland) Act 1988 apply. The booking agreement confers a right to occupy the accommodation for the agreed period only.
21. You shall not sub-let the cottage or any part thereof.
22. Glen Tanar is a tranquil place, and we ask your help us in keeping it that way. You agree to prevent any member of your party from causing a nuisance or disturbance in or around the cottage. In the event of such a problem arising, we reserve the right to require you to vacate the property on demand without payment of compensation to you.
23. All tenants must comply with all health and safety measures outlined in the Covid-19 statement which will be sent to you with the confirmation of your booking.

#### Rural Clause

24. Part of the charm of the countryside, with the beauty of our natural scenery and our distance from the bustle of the city, means that we have less security of supply of services that are taken for granted in cities. Thankfully problems such as power cuts or uncooperative septic tanks are few and far between at Glen Tanar. In the unlikely event of any such problems during your stay with us we will use our reasonable endeavors to procure their early resolution on receiving notice thereof. However, for the avoidance of doubt, you accept that as the extent of our liability.

#### Security

25. Please ensure that the house is left secure when you go out. In the unlikely event that anything of yours is stolen from the cottage (locked or unlocked) it will be your own responsibility.
26. Equally, please ensure that your vehicles are securely locked and parked without obstruction.

#### Rent Includes

27. The rent you pay covers the following:
  - (a) Use of linen and towels provided at no extra charge;
  - (b) Crockery, pots, pans, glasses and cutlery;
  - (c) A reasonable quantity of appropriate fuel for cooking, heating, etc for your stay. Such provision will depend on the cottage you choose (some are supplied with electric heating, oil fuel heating and / or wood burning stoves). The digitally provided cottage information pack located in your cottage will give you further details on the correct use of the cottage's services.

#### Owner's Liability

28. Under no circumstances will the Owner's liability exceed the rental paid for the cottage (save for personal injury or death caused by the negligence of the Owner).

#### Force Majeure

29. Your booking is accepted on the understanding that the cottage will be put at your disposal on the date agreed with us. Should this not be possible due to circumstances beyond our reasonable control, we cannot guarantee to provide an alternative holiday property. In this case the rental you have paid will be returned to you in full and you will have no further claim against us.



#### Cancellation by the Customer

30. You may cancel within seven working days of confirmation of your booking. If you do so, your deposit will be returned in full.
31. If written notice of cancellation is received after seven working days of confirmation of your booking, we will attempt to re-let the accommodation; although no guarantee of successful re-letting is given. If the Owner is unable to re-let the cottage you shall remain liable for the full rent due. In the event of re-letting taking place, the deposit only will be retained and any balance will be returned to the hirer. We do however advise you to take out your own holiday insurance cover to provide for this if you have to cancel.

#### Cancellation by the Owner

32. The Owner does not expect to have to make any changes to your booking, but occasionally problems occur and bookings have to be changed or cancelled. If this does happen, the Owner will contact the Customer (by telephone where reasonably possible in the case of a significant change or cancellation, minor changes will be notified by post) as soon as is reasonably practical, explain what has happened, and inform you of the cancellation or change.
33. If a significant change has to be made (and the change is not acceptable to you) or your booking has to be cancelled, the Owner will, if possible and as soon as reasonably practical, offer the Customer an alternative property (from the range advertised by the Owner) of similar type and standard in a similar location for the same or similar time of year. If you accept this alternative property, you will not be required to pay any more than the price you paid for the original property.
34. If clause 32 applies, and the alternative property is advertised at a lower price you only need to pay the lower price. If you do not wish to accept a significant change or any alternative property offered or the Owner cannot offer you a suitable alternative property, you will be entitled to cancel your booking and receive a full refund. In the unlikely event that you fail to tell the Owner as soon as reasonably possible that you wish to accept any change or alternative property the Owner is entitled to assume you wish to cancel your booking and receive a full refund of all monies paid to the Owner.
35. Please note the above options in clause 32 and clause 33 are not available where any change made is a minor change.

#### Unfair Contract Terms Act 1977

36. In all cases where any part of these terms and conditions is an unenforceable provision in terms of the Unfair Contract Terms Act 1977 or otherwise determined by any court to be unenforceable, the unenforceable provision shall not affect the validity of the remaining portion of these terms and conditions, which shall remain in force as if the unenforceable provision had been eliminated.

#### Disclaimer

37. The Owner has taken every care to ensure that the accuracy of property descriptions on their website and in their brochure and all information is provided in good faith and is believed to be correct, but they do not form part of the contract between the Owner and the Customer.

#### Dispute Resolution

38. We would aim to resolve any disputes quickly and amicably - as we like lots of regular guests! However, if we can't resolve any disputes by agreement you and we agree to Scots law applying and prorogate the exclusive jurisdiction of Aberdeen Sheriff Court.