

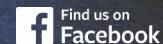


*Quality self-catering
holiday accommodation in
the unique landscape of the
Cairngorms National Park*

Highland Holiday Homes offers a range of quality self-catering properties in Aviemore and the surrounding villages within the Cairngorms National Park. From 1 bedroom apartments to 5 bedroom lodges, with hot tubs, saunas and access to leisure facilities we are sure to have a property to suit your holiday needs.

All of our properties are featured on our company website where you get detailed property information as well as a full range of internal and external photos.

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Reservations and Payment of Rentals: Highland Holiday Homes of Station Square, Aviemore, PH22 1PD hereinafter referred to as “the Agents” arrange bookings of privately owned holiday accommodation as agents only on behalf of the owners “the owners” of such properties. We act on behalf of the owner only and all bookings may be for holiday purposes only. The Agency does not own any properties and the use of any property is subject to the terms and conditions of booking as outlined below. Once the Agents have issued holiday confirmation documentation to “the Holidaymaker” there is deemed to be a legally binding contract between you the Holidaymaker who has signed the booking form or who made the Internet booking and the property owner. Bookings should be made on the form provided in the agency brochure or on the booking form on our Internet website and must be signed off and dated by the party leader / the Holidaymaker and forwarded together with the appropriate payment to our Aviemore office. Telephone bookings will normally be held as provisional bookings for up to 3 days only outwith high season and up to a maximum of 24 hours for all high season dates and MUST be confirmed by post or email immediately. All Internet bookings will be confirmed within 3 days of any online booking. All sterling cheques must be made payable to Highland Property Services (Scotland) Ltd. All payments by sterling cheque or debit or credit card are not considered to be confirmed until it has cleared at our company bank. Any cheques/payments that require to be re-submitted or are not cleared by our company bank will be subject to a £25.00 administration fee. Should a material change be made to any booking once the booking documentation has been issued an automatic administration fee of £50 will be levied. Any change of holiday dates is only possible with the property owner’s agreement and a change of property will be treated as a cancellation and we are unable to refund any monies paid unless we are able to re-let the property at the advertised rental rate. All contracts are subject to a booking fee of £50.00 per property, per week or per short break. Bookings are considered confirmed only on receipt of a signed and completed booking form together with the appropriate booking deposit and subject to the acceptance of the booking in writing by the agency. The Holidaymaker becomes liable for the full balance of the rental no later than two calendar months prior to arrival. Where the agents have not received the full outstanding balance by the due date, an overdue reminder telephone call will be made and an overdue letter will be issued to the holidaymaker and a charge of £15.00 may be added to the balance due. Where the full outstanding balance is still not received within a further 72 hours or 3 working days, the agent reserves the right to cancel the holiday booking and may retain the deposit / all monies paid by the Holidaymaker and the Holidaymaker shall have no claim against the Agent for compensation or reimbursement whatsoever. The signing of the booking form will be deemed to be an acceptance of all the Booking Terms and Conditions as per the Company Internet website or as per the booking T&C herein. Should a booking be made within two calendar months of arrival, full payment must be made at the time of the initial booking.

Credit / Debit Card Payment: All prices stated in our brochure or on our Company website are cash prices. Where we incur charges from an Overseas credit / debit card company or Bank, all additional costs will be added to the final balance due by the holidaymaker or maybe subject to a 2.5% card surcharge (Minimum £5.00 per transaction). No surcharge is payable for payments by UK Credit / Debit card at this time but should any year be introduced we reserve the right to pass this on.

Overseas Payments: All payments must be by Bank Transfer in £ sterling only, alternatively payment may be made by credit /debit card. Full payment must be made at the time of booking with any additional banking or other fees being met in full by the Holidaymaker prior to arrival. Any additional fees incurred by the Agency in securing payment from Overseas guests, however incurred, will require to be paid prior to arrival or keys being released.

Cancellation: Holiday cancellation insurance is not provided by the Agent or the Property Owner and is not included in the price of the holiday. All Holidaymakers are recommended to take independent advice on appropriate holiday insurance. Should you have to cancel your booking, you must advise our office by telephone and in writing immediately. The Agent will endeavour to re-let the property and if we are able to re-let your property a refund will be made less an administration fee of £95 per week. No refunds are available for any short break cancellations. The booking fee is not refundable and any refund can only be made after the re-let holiday has been taken. Holidaymakers are strongly recommended to take out holiday insurance to cover loss or damage to personal effects. Owners insure their properties against fire etc. but under no circumstances can they be held liable for any loss or damage to holidaymaker’s property.

Period of Let: All holiday lets commence as of 4.00pm on the day of arrival and end at 10.00am on the day of departure. Any early arrival or delayed departure may incur additional charges at the Agency’s discretion. Where late arrival is planned it is essential that the Agency be notified at least 24 hours in advance. No responsibility will be accepted for any arrivals outwith normal office hours where prior arrangements have not been confirmed in writing for out of hours key collection. Any Holidaymakers who have lost or not returned property keys to the designated person/box within TWO hours after the due time for departure will be held liable for a £25.00 fee incurred in having replacement keys cut. Where an emergency situation develops that may require an Agency member of staff to assist the holidaymaker/registered occupier of the property outwith office hours, a fee of £50.00 will be levied by the Holidaymaker/ registered occupier of the property prior to departure (Cash or debit card only). This service is at the Agency’s entire discretion.

The Holiday Home Tenancy: The number of persons occupying a holiday property must never exceed the number for which the accommodation has been booked. The Agency reserves the right to terminate the contract with no refund, or levy an extra charge in the case of a larger number of persons than approved using the accommodation or may terminate the rental period because of unreasonable nuisance behaviour or damage to the property. The Holidaymaker must allow the property Owner or his Agents access to the property at any reasonable time during the period of the holiday. Should a Holidaymaker be dissatisfied for whatever reason with the accommodation secured he must notify the property Owner direct or in an emergency our Aviemore office within TWO hours of arrival – office hours only. The Holidaymakers contract for the use and occupation of the holiday property is with the property Owner – not the Agent. The Agent cannot accept subsequent claims for shortcomings not so notified, and are unable to enter into any correspondence with guests who have failed to register any dissatisfaction to our Offices whilst resident in their chosen holiday accommodation. The Agency is unable to assist in resolving any issue between a Holidaymaker and property Owner once the Holidaymaker has vacated the relevant property. The Holidaymaker must notify the Agency immediately of any damage or defect detected during their stay, failure to do so may result in the Holidaymaker being liable for any damages or defects found in the property. The Holidaymaker must keep all fixtures and fittings within the property in the same state of repair and condition as found at commencement of the holiday and leave the property at the agreed time with all items left undamaged and in a clean and tidy condition. The property Owner reserves the right to levy any additional costs incurred in bringing the property back to an acceptable condition as accepted by the Holidaymaker at the commencement of the holiday. Any additional costs incurred in remedying damage / additional cleaning caused by Pets will be paid by the Holidaymaker.

Breakage Bonds: Where a breakage bond is required for any holiday property, this may be levied at the sole discretion of the Agency. The balance will be refunded to the Holidaymaker only after the property has been checked but normally within 7 days, less the cost of any extra cleaning or damaged or lost items. Where a pet is accepted a Bond maybe required of £50.00 per Pet / payable in advance by card (max 2 pets in any Property).

Electricity: Unless otherwise stated this is included in the rent. A small charge is often levied where solid fuel is provided for the Holidaymaker’s use. Where there is excessive use of electricity or other fuels, the Owner reserves the right to recover such additional costs from the Holidaymaker. Where a bond is levied the excessive cost of electricity or additional fuels used will normally be deducted from this amount.

Linen/Bedding/Towels: Where linen is provided this is normally adequate sheets, pillowslips and duvet covers only. Please note bathroom and kitchen towels are not normally supplied unless detailed in the relevant Brochure website entry. Please always check at the time of booking to ensure your specific requirements maybe met.

Pets: Pet(s) are accepted in some properties where an additional fee of £35 per week per pet is levied - maximum two pets only. All pets must be kept under control at all times and must not be left alone in any property at any time. Any damage or additional cleaning required both inside or outside the property is payable by the holidaymaker. No pet(s) allowed in bedrooms or on any furniture and all dog waste must be removed prior to departure. Bonds may be payable - normally £50.00.

Leisure facilities: Where a property is advertised as having a Leisure facility included, the Agents must assume that the advertised facility is available but cannot be held responsible for any withdrawal or non-availability of facilities. From time to time these facilities will close for maintenance or repair and we cannot guarantee any services or facilities not supplied by the Agency.

Lost Property: Should any property be left in our properties we will endeavour to return any items to their respective owners. Please note an administration charge of £5.00 is levied, plus postage & packing, payable in advance by debit / credit card. Any items not collected within 28 days will be disposed off. We regret that as Agents we are unable to visit any property to recover any items lost or left in a property or provide storage.

Exclusion of “The Rent Act”: The contract effected on confirmation of a holiday booking relates to a short term holiday let only and is therefore not an assured tenancy or Private Residential Tenancy in terms of the Housing (Scotland) Act. This confers on the Holidaymaker the right to occupy the property for the period agreed for holiday purposes only, in Terms of Schedule 4 section 8 of the Aforementioned Act.

Agency Liability: Should a property become unavailable or is withdrawn from letting by the Owner or through any cause whatsoever, the Agent will use their best endeavours to arrange alternative accommodation of an equivalent type and standard in a similar or comparable location. Any additional rental cost must be borne entirely by the Holidaymaker but at all times the Agents liability will be limited to the amount of any rental or deposit monies paid. If this is not acceptable to the Holidaymaker, the Agent will refund all rental or deposit monies paid excluding any booking fee. In all cases Highland Holiday Homes act only as Agents for individual Owners and all contracts are between the Holidaymaker and the Owner of the property. Highland Holiday Homes are not responsible for any actions or events resulting in loss, damage or injury however caused by either party or any consequence relating thereon. Furthermore, in signing the booking form or agreeing to the Terms & Conditions online 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 or any member of your party occupying the holiday home. We periodically inspect all the properties described in this brochure and have tried to ensure that the information given is accurate but we cannot be held responsible for inaccuracies or misrepresentations however they may have occurred after the annual inspection. All information and prices contained in the brochure are believed correct at the time of printing but the Agency reserves the right to make alterations to prices and details at any time without notice but shall endeavour to inform the Holidaymaker of any such alterations.

All of the above Agency costs are subject to VAT at the standard rate of 20%. The Agent / Agency – Highland Holiday Homes is a trading name of Highland Property Services (Scotland) Ltd. “The Owner” – The holiday property Owner. “The Holidaymaker” – The group leader / person signing the booking form or placing the original booking. All contractual obligations arising out of these conditions shall be subject to Scots Law and the exclusive jurisdiction of the Scottish Courts. The above Terms & Conditions of Let / Booking Conditions supersede all other Highland Holiday Homes booking conditions. PLEASE REMEMBER A BOOKING IS A LEGAL BINDING CONTRACT. ONCE A BOOKING HAS BEEN PAID FOR, ACCEPTED AND NOTIFIED TO AN OWNER IT CANNOT BE CHANGED OR CANCELLED.