

Dated:

This Agreement is between:

(1) Sundial Drumsheugh Ltd

(2) _____ *[Name of hirer]*

Agreement for the hire of The Lighthouse as detailed herein from 5pm
on [date] to 9am on [date]

THIS AGREEMENT is made on the day of *[month]* *[year]*

BETWEEN:

(1) Sundial Drumsheugh Limited of 46 Charlotte Square, Edinburgh, EH2
4HQ, and

(2) *[name and address of hirer]*

IT IS AGREED, as follows:

1 Interpretation

1.1 In this Agreement and unless the context otherwise requires:

“**The Owner**” means Sundial Drumsheugh Limited

“**The Hirer**” means the individual listed above as the Hirer at (2)

“**Hirer’s address for service**” means the address given by the Hirer at (2) above

“**The Property**” means The Lighthouse, 9 Braeside Road, Gairloch, Wester Ross, IV21 2BG

“**Rental**” means the exclusive rental of The Lighthouse to the Hirer

“**Rental Period**” means from 1700 hours on the Hirer’s arrival date to 0900 hours on the Hirer’s departure date or as otherwise mutually agreed in advance of the Rental

“**Rental Fee**” means that part of the charges representing the cost of the hire of the Property which is the sum of £[amount] ([amount in words] pounds sterling), or £[amount] per night for [number of] nights.

2 Licence to Enter

The Hirer shall have:

2.1 The right during the Rental period to enter upon the property.

2.2 The right to use the property by himself, and his named guests during the Rental period for the purpose of the Rental and in accordance with the terms of the Contract, save that no more than 7 (seven) people shall stay in the property during the Rental period.

2.3 The property comprises the following:

Number of Bedrooms: 4

King: 2

Twin: 1

Single: 1

Number of Bathrooms: 3

En suite: 1

Family: 2

3 Payment

- 3.1 The Hirer shall pay to the Owner the total amount owing for the rental namely £ [amount in figures] ([amount in words] pounds sterling,) in two instalments; making a first payment of 50% of the Rental Fee on confirmation of the booking together with an additional sum of £500 (five hundred pounds sterling) as a deposit against damages and a second payment of the remaining 50% of the Rental Fee no later than 75 days before the booking.
- 3.2 In the event that the Hirer fails to pay the second payment when it falls due, the Owner shall be entitled to cancel the booking. Should the booking be cancelled for this reason, the Hirer will be notified of the cancellation by the Owner and will receive a full refund of their deposit against damages within seven days of notification. If the Owner succeeds in renting the property for the cancelled Rental Period through their normal marketing channels, then the Hirer will receive a full refund of the first payment of their Rental Fee. Should the Owner be unable to rent the property for the cancelled Rental Period, refund of all or part of the first payment of the Rental Fee will be at the Owner's discretion.

4 Use of Property

- 4.1 The Owner, by virtue of their signature of this Contract, confirms that the property is owned by them, furnished and equipped to include all utilities such as, water, electric/gas and internet. All utility bills are included in the Rental Fee.
- 4.2 The Hirer confirms that they are over the age of 25 and agrees to furnish the Owner with the names of all guests who will be entering on the property for the purposes of the Rental, providing the ages of all guests under the age of 21.
- 4.3 During the Rental period the Hirer shall be at liberty to admit his named guests for the purposes of the Rental.
- 4.4 The Hirer agrees to return the property to the Owner in the same condition in which it was accepted, excluding any normal usage during the rental period. The Hirer is solely responsible for the behaviour of all guests admitted to the property during the Rental and for any damage done by them to the property.
- 4.5 The Owner will notify the Hirer of any damages or issues within fourteen (14) days of the end of the exclusive rental period. Such part of the deposit as may remain after repair of the damage/replacement of the damaged items, will be remitted to the Hirer at that time.
- 4.6 Incidents, if any, resulting in permanent or extensive damage to the Property will be the sole responsibility of the Hirer and will be reported to the Owner immediately. Should such damage cost more than £500 to put right, the Hirer shall be solely

responsible for meeting the total cost and shall pay the amount to the Owner within 7 days of receipt of an invoice for the repair.

- 4.7 The Hirer acknowledges that smoking/pets are not permitted anywhere inside the property.
- 4.8 The Hirer acknowledges that barbecues and bonfires are not permitted anywhere on the property.
- 4.9 The Hirer acknowledges that parties are not permitted anywhere on or in the property and agrees to do nothing while in residence at the property that might cause inconvenience to neighbours or neighbouring properties.

5 Insurance

- 5.1 The Owner holds valid Insurance for the contracted property. The Owner represents and warrants that to the best of their knowledge, there does not exist anywhere on the property a latent or hidden defect, not readily apparent to the ordinary or reasonable occupant, which would constitute a danger of personal injury.
- 5.2 The Owner agrees that should an occupant of the property suffer personal injury due to a latent or hidden defect in the property, any insurance proceeds that may be received pursuant to a contract of insurance may be used and applied to compensate the occupant under this Contract.

6 Cancellation

- 6.1 The Owner has the right to cancel the Rental due to an occurrence outside the anticipation and/or control of the Owner, for example, fire, flood, loss of utilities, strike. The occurrences cited below are only examples and are not intended to provide an exhaustive list.
 - 6.1.1 Act of God, explosion, flood, tempest, fire or accident;
 - 6.1.2 War or threat of war, sabotage, insurrection, civil disturbance or requisition;
 - 6.1.3 Acts, restrictions, regulations, by-laws, prohibitions or measures of any kind on the part of any Governmental, parliamentary or local authority.
- 6.2 The Owner must notify the Hirer as soon as possible and will be responsible for prompt return of all rental fees paid to date and the Hirer shall not be liable for any further payments in relation to the rental.

- 6.3 Any decision to cancel the Rental as a consequence of an occurrence outside the anticipation and/or control of the Owner shall be made by the Owner in full consultation with the Hirer.
- 6.4 Any decision to cancel the Rental on the part of **the Hirer** after payment of the rental fees, at least 60 days in advance of the Rental will be made in full consultation with the Owner. In the event of such cancellation by midday on the day 60 days before the Rental, neither party shall have any liability to the other and the Owner will return all rental fees paid to date to the Hirer, who shall not be liable for any further payments in relation to the rental.
- 6.5 *In the event that a cancellation is required less than 60 days before the Rental in order to comply with restrictions on travel imposed by either the Scottish or UK Governments in relation to Covid-19, the Hirer shall be entitled to a full refund of the rental fees and deposit against damages paid to the Owner and the Hirer shall not be liable for any further payments in relation to the Rental, save that no refund will be paid if the restrictions come into force after the Rental Period has commenced and the Hirer has entered the Property, in which event the Owner will refund the deposit against damages in accordance with clause 4.4.*
- 6.6 Any decision to cancel the Rental on the part of **the Hirer** less than 60 days and more than 30 days before the Rental will be made in full consultation with the Owner. In the event of such cancellation neither party shall have any liability to the other except that the Owner shall be entitled to retain 50% of the rental fees paid by the Hirer and shall return only 50% of the rental fees together with the deposit against damage referred to in clause 3.1 of this Agreement to the Hirer.
- 6.7 Any decision to cancel the Rental on the part of **the Hirer** less than 30 days before the Rental will be made in full consultation with the Owner. In the event of such cancellation after midday on the day 30 days before the Rental, neither party shall have any liability to the other except that the Owner shall be entitled to retain the full rental fee paid by the Hirer and referred to in clause 3.1 of this Agreement. In this circumstance the Owner shall return the deposit against damage referred to in clause 3.1 of this Agreement to the Hirer within 7 days.
- 6.8 In the event of cancellation by **the Hirer**, the Owner will make every endeavour to re-let the Property at the same rate in which case the Owner will refund all of the rental fee, if any, paid by the Hirer.

7 **Arbitration**

7.1 In the event of any controversy or claim arising out of or relating to this Contract, or a breach thereof, the parties hereto shall first attempt to settle the dispute by mediation, administered by the appropriate authorities in the Country where the Rental is to take place under its Mediation Rules. If a settlement is not reached within sixty days after a written demand for mediation, any unresolved controversy or claim shall be settled by arbitration administered by the aforementioned authority under its Commercial Arbitration Rules. The number of arbitrators shall be (3). Judgment on the award rendered by the arbitrators may be entered in any court having jurisdiction thereof.

8 Miscellaneous

8.1 This Agreement does not create and shall not be deemed to create any partnership between the parties and neither party shall have the right to or hold itself out as having the right to bind the other.

8.2 This Agreement constitutes the entire agreement between the parties in relation to its subject matter and supersedes any previous agreement in relation to it. This Agreement may only be amended in writing signed by both parties.

8.3 This Agreement shall be governed by Scottish law and the parties hereby submit to the jurisdiction of the Scottish courts as per Clause 8 of the Contract.

Signed.....

For and on behalf of the Owner

Name (Printed).....

Dated:

Witnessed by

Name (Printed).....

Signed.....

For and on behalf of the Hirer

Name (Printed).....

Dated:

Witnessed by.....

Name (Printed).....