

Memorandum of Agreement

BETWEEN

Millport Holiday Apartments Limited

CONTACT DETAILS

12 Stuart Street, Millport, Isle of Cumbrae. KA28 0AN
Telephone: 01475 531381. Mobile: 0747 0399206
Email: millport.holiday.apartments@gmail.com

(Hereinafter referred to as 'MHAL')

And

(Hereinafter referred to as "The Client")

Terms and Conditions

Whereas MHAL agrees to provide the accommodation and services; these actions will be provided through its subsidiary company, which shall be referred to as "The Proprietor" according to the following conditions:

Contract

No contract exists between us unless your deposit payment has cleared and you have received a booking confirmation letter by post or by email. When you submit a booking via our online reservation system you will receive an automatically generated booking summary by email to the email address you provide on the booking form.

1. Rates

- 1.1. Rates are per flat, as quoted and contained in the proforma invoice;
- 1.2. Upon signature of this Agreement all rates listed will be held until date of arrival and for the entire stay;
- 1.3. Rates are inclusive of VAT.
- 1.4. Accommodation is strictly subject to availability.

2. Deposit and Payment Policy

- 2.1. A deposit equivalent to 25% of the quoted rate is payable 90 (ninety) days prior to the date of arrival. A further 25% is payable 30 (thirty) days prior to arrival. The balance of the invoice is to be paid to MHAL no later than 14 (fourteen) days prior to arrival or upon the specified date;
- 2.2. Payment is due 30 days from the date of the booking.
- 2.3. Should the reservation be made within 30 days prior to arrival a deposit equal to 100% of the total amount quoted will be due immediately;
- 2.4. Where the client has contracted a third party such as a Travel Agent, to reserve and/or co-ordinate the booking, the Client remains the principal party within this agreement and shall remain responsible to MHAL for settlement of any amounts due to the company in terms of this Agreement;
- 2.5. Should the client elect to settle the outstanding balance due to the MHAL via such a

third party, the Client remains responsible for such debt until it has been settled in full;
2.6. Payment must be made directly into the bank account of the MHAL and proof of payment (deposit slip) must be faxed to the MHAL with a relevant covering letter on a valid company letterhead.

2.7. Should the applicable pre-payment not be made, MHAL reserves the right to cancel the booking and rooms held within no less than 24 hours notice of such action.

Account Name:

Cumbræ Holiday Apartments

Bank: Bank of Scotland

Account Number 06538694

Sort Code 80-22-60

Branch Millport

3. Cancellations.

3.1. Should this reservation be cancelled after the signing of this document, but prior to the receipt of the 25% deposit, a cancellation fee equivalent to 10% of the total quoted accommodation rate will be levied;

3.2. If the group reservation is cancelled between 45 and 60 days prior to arrival, the £75-00 deposit referred to will be forfeited;

3.3. Should the reservation be cancelled between 30 and 45 days prior to the date of arrival, the total deposit received of 50% will be forfeited;

3.4. In the unlikely event of the reservation being cancelled less than 30 days prior to arrival, the MHAL will levy a cancellation fee equivalent to the outstanding 50% of the value of the reservation.

4. Hirer's Property

No liability is accepted by MHAL for loss or damage to hire or client's property, baggage, motor car etc; however caused nor for any accident or mishap to persons whilst on the premises.

The Proprietor reserves the right to refuse admission of persons or pets that in the opinion of the Proprietor is/are not suitable to take charge or are causing a disturbance or nuisance which may upset the peace and tranquility of other holiday makers. In the event of termination of a let a refund of any un-expired portion of rent will be made.

5. Smoking

Smoking is not permitted in any of our apartments.

6. Hen and Stag party bookings

We regret that we cannot accept bookings which are, or which we deem to be, hen or stag parties.

"These apartments are unsuitable venues for parties; stag, hen, birthday, anniversary, etc, facilities and size are the main limiting factors. Kindly note that the areas in which the buildings are sited are residential and very quiet. These buildings have permanent residents and we ask that our guests respect these residents' rights to a quiet neighbourhood".

6.1 Who is in your party?

When you book you have to give the names and ages of everyone in your party. Only those people listed on your booking confirmation can occupy your apartment and we can require anyone not listed to leave the apartment and in these circumstances no refund or compensation will be given.

The total number in your party (including children and babies) must not exceed the maximum capacity of the apartment advertised on our website.

6.2 Single Sex party bookings

If you want to book a single sex party there may be restrictions on bookings from all male or all female parties of over 4 people and additional restrictions on the number of people who can occupy the apartment.

Please check before you book.

6.3 Groups bookings

Group bookings (whether made by 1 person or a number of people) of 5 or more must be made through our administration office group bookings team by calling them on 01475 531 381.

Family members and friends who live at the same address or know each other or who travel together will be considered as making a group booking even if they have made separate bookings. Because of the family nature of our apartments there are restrictions on group bookings on certain dates including over Christmas and New Year.

You must tell us before you make your booking if you want to make, or are part of, a group booking and the names and addresses of everyone in your group.

The lead booker for a group is responsible for the conduct of the other members of the group and for ensuring they comply with all terms and conditions.

We reserve the right, as a condition of accepting a group booking, to require the lead booker to provide credit card details as security in the event of any damage by any member of the group.

7. Right of Entry

We shall be allowed reasonable right of entry to the property at all reasonable times for purposes of inspection or to carry out any necessary repairs or maintenance.

8. Pets

- Clients must not allow their pets into bedrooms or on the furniture.
- "The Proprietor" cannot accept responsibility for pets' safety.
- Clients are not to leave pets unsupervised at the property at any time.
- Clients shall dispose of pets' faeces in a clean and sanitary manner.

9. Inventory

Where an inventory has been provided for the rental property, the Client is requested to report any discrepancies to "The Proprietor" on arrival, otherwise the inventory will be deemed to be correct.

10. Linen

- Sun cream, fake tan, waterproof make-up and hair dye can all cause permanent damage to bedding, linen and towels and "The Proprietor" asks the Client to take care when using these products.
- The Proprietor recommends that Clients planning to use such products during their stay bring their own spare linen to prevent damage to items within the property.
- If damage / staining does occur and the items cannot be cleaned, a charge may be levied from the Security Deposit to replace these items.

11. Property Standards

- The properties marketed by MHAL are inspected carefully on a seasonal basis, and checked weekly to ensure standards are maintained.
- Changes may occur during the period between the preparation of the description and your accommodation booking; therefore "MHAL" reserves the right to change any of the facilities or services advertised.
- "The Proprietor" will check regularly throughout the seasons for breakdown in water supply, gas or electricity; for infestation, and will do everything within their control to arrange for these problems to be solved.
- It is a requirement that any problems are reported immediately to "The Proprietor" by the Client to enable the property issues to be resolved.

12. Property Maintenance Issues and Complaints

- The Client must report any pre-existing damage noticed upon arrival within 24 hours.
- If any issues arise during the stay the Client must contact "The Proprietor" as soon as reasonably practicable for the issue to be investigated and, if required, to take any remedial action.
- If an issue is not reported and "The Proprietor" is denied an opportunity to investigate or rectify a problem during the holiday, then the Client will have waived all rights in the matter.
- If the Client feels that their complaint has not been resolved satisfactorily on completion of the holiday, "The Proprietor" requests that the verbal complaint is followed-up by writing to the "The Proprietor" within seven days of departure from the property.
- It is the responsibility of "The Proprietor" and the Client to resolve any disputes arising between them, including those relating to retention of the Security Deposit in whole or part.

13. Accommodation Reservation

- When the Client has made a payment and returned all paperwork as requested, only then is the holiday accommodation confirmed.
- Confirmation is the acceptance of the booking by "The Proprietor" under these Terms and Conditions.
- MHAL will send the Client, a confirmation email verifying the details of the accommodation that has been booked.
- This is the only confirmation that will be sent unless the Client decides to alter any details of the holiday booked (charges will apply), when an updated invoice will be issued.

14. Authority to Sign

The person who completes the Booking Form certifies that they:

- Are authorised to agree the Booking Conditions on behalf of all persons included on the Booking Form, including those substituted or added at a later date, and binds them jointly and severally to these terms.
- Are over eighteen years of age.
- Agree to take responsibility for the party members occupying the property, and to notify "The Proprietor" if they are not a member of that party.

15. Insurance Requirements

- Although not mandatory as part of the T&Cs, "The Proprietor" strongly advises the purchase of holiday insurance.
- Clients should obtain insurance that at least includes holiday cancellation cover for the value of their booking for their own protection and peace of mind.
- Ideally the insurance policy will cover other eventualities such as travel and road conditions as "The Proprietor" shall not be liable for circumstances that may prevent you accessing the property (see Force Majeure, below).
- Clients are legally responsible for any damage caused during their stay at the property therefore we also strongly recommend that any insurance covers losses due to personal liability claims.

16. Force Majeure

- Force Majeure (see below), the Client will be given the choice of either accepting the alternative arrangements or to cancel the booking; written confirmation of cancellation will be required.
- Once "MHAL" has received this in writing from the Client, a full refund of all monies paid, minus any charges if applicable, will be made.
- "MHAL" cannot accept any liability or pay any compensation where the performance or prompt performance of our contractual obligations is prevented or affected by circumstances amounting to force majeure.
- Force majeure is any event which "The Proprietor" nor "MHAL" could not, even with all due care and attention, avoid. Such events may include war or threat of war, civil strife, natural or nuclear disaster, industrial dispute, terrorist activity, fire, adverse weather conditions, unforeseen local building or road-works, unavoidable technical problems with transport, closure or congestion of airports or ports, cancellations or changes of schedule by scheduled airlines and all similar circumstances beyond our control.

17. Privacy Policy

- Any personal information supplied to "MHAL" is used, held or stored in accordance with the Data Protection Act 1998.
- "MHAL" shall only make information about you available to those involved in supplying your holiday; this includes the "The Proprietor" to whom we will provide the Client name, additional guest names and Client contact details.
- "MHAL" never provides Client information to anyone else without first obtaining consent, unless we are obliged by law to disclose it.
- Personal information provided by the Client in registering for a service will be used by "MHAL" in the provision of that service or to inform you about any other of our services that may be of interest. In any email communication that is not essential to the provision of the requested service "MHAL" will always provide the option to unsubscribe.
- In agreeing these T&Cs the Client warrants that the property details, including the property name, address and "The Proprietor" details will not be reproduced or passed onto a third party without permission from "MHAL" .
- For the security and privacy of the owner ("MHAL") and the "The Proprietor" we shall not disclose the true name of the property until a deposit has been received and the T&Cs agreed by the Client.
- The full details, including the address, directions and key collection arrangements shall be sent upon receipt of the balance payment in full.

18. Liability

- "MHAL" shall not be liable for any act, neglect or default of any other person not within the employ of "MHAL" or otherwise under their control, nor for any accident, damage, loss, injury, expense or inconvenience, whether to person or property, which the Client or any other person may suffer or incur arising out of, or in any way connected with the rental accommodation unless "MHAL" is responsible.
- In addition, "MHAL" accepts no liability for loss of or damage to a Client's possessions on the property or land.
- Nothing in these conditions excludes or limits the liability of "MHAL": for death or personal injury caused by "MHAL" negligence; or for any matter which it would be illegal for "MHAL" to exclude or attempt to exclude their liability.
- "MHAL" (for itself, its employees and agents) except if caused by our negligence or breach of these Booking Conditions, be under any liability to the Client or third parties for any accident, damage, loss, injury, expense or inconvenience, which may be suffered, incurred or arise out of or in any way connected with the rental.
- No term of the Contract is enforceable under the Contracts (Rights of Third Parties) Act 1999 by a person who is not party to the Contract.

19. Number of Persons Using the Property

- Under no circumstances may more than the maximum number of persons stated on the - <http://millportholidayapartments.co.uk> - website occupy the property, unless by prior arrangement with "The Proprietor", in which case there will be an additional charge at "The Proprietor's" discretion.
- We reserve the right to refuse admittance if this condition is not observed.

20. Overseas visitors: Passports and Visas

- It is the responsibility of the Client to ensure that all travel documentation is valid as airlines will not permit passengers to travel who do not have the correct documentation and who cannot comply with all regulation Health requirements; there are currently no vaccinations required for entry into the UK.

21. Breach of Contract

- If any of the above conditions are breached by the Client or any member of their party, "MHAL" and/or "The Proprietor", reserves the right to enter the property and request that the party leave the property with immediate effect.

22. Governing Law

- This agreement is governed by Scottish Law with Scottish Courts having exclusive jurisdiction.

23. Payment of the Security Deposit

- A Security Deposit may be required to cover costs resulting from the action or inaction of the Client or a member of their party such as (but not limited to): the property being left in an unreasonable state, loss or non-return of keys, neglect or damage to the property, damage or loss of contents of the property, smoking inside the property, any extra or excessive cleaning costs required, excessive or long distance telephone call charges, excessive use of heating or electricity, not informing "The Proprietor" about any guests/visitors or services (example: chefs, beauticians, personal trainers) day or night and / or not informing "The Proprietor" about pets.
- Where applicable, the amount of the Security Deposit will be advised to the Client at the time of booking the holiday and in the Booking Confirmation email.
- Where a Security Deposit is required, "The Proprietor" will endeavour to email a reminder for the Security Deposit to the Client, however it is the responsibility of the Client to ensure payment of this is received in full by "MHAL" a minimum of one week prior to the arrival date.
- Access to the property will be denied if full payment of the Security Deposit has not been made in cleared funds and the booking will be treated as a cancellation, no refund will be due or issued.
- Security Deposits may be made by **Paytek** or Bank Transfer. If paying the Security Deposit by Bank Transfer, the Client must allow sufficient time to ensure that the funds are cleared by the due date.
- Cheques are not accepted for Security Deposit payments.
- If the Security Deposit is not received by midday on the due date, the Client authorises "The Proprietor" to cancel the booking. If funds are not available when requested, the booking will be treated as a Cancellation by the Client (see Cancellation Policy below) and the booking dates will be released.
- Restoration of the booking shall be treated as a new booking where payment in full is due; since the dates will be released, restoration of a booking is not guaranteed. "MHAL" will not be held accountable for any charges incurred on any transactions processed from the card number held on file.
- Security Deposits paid by credit card are subject to a non-refundable processing charge (see Payment Method below). Please note: To allow sufficient processing

time, for bookings commencing on or between the last Friday in December and the first Friday in January, payment of the Security Deposit will be due no later than the 18th December.

24. Refund of the Security Deposit

- The Security Deposit will be refunded within 7 days of your departure from the property less any costs incurred.
- In the event of damages attributed to the Client, a member of their party or to any guests/visitors or services (example: chefs, beauticians, personal trainers) during their stay "The Proprietor" shall notify this to the Client as quickly as reasonably possible together with any evidence provided. The cost of any remedial action shall be deducted from the Security Deposit and the balance refunded to the Client.
- In the event that the cost of rectification for losses or damage caused by the Client, a member of their party or any guests/visitors or services exceeds the Security Deposit held, "The Proprietor" shall notify the Client of any additional amount owing.
- The Client is advised that "MHAL" reserves the right to pursue recovery of any additional cost over and above the Security Deposit and for this reason adequate personal liability insurance is strongly recommended (see Insurance Requirements below). Should additional costs be incurred we shall provide the Clients' contact details to "MHAL" to facilitate recovery directly.
- "MHAL" will not be held accountable for any bank charges or other losses incurred by the Client that result from us being unable to contact the Client to advise of any damages that may have occurred during their stay requiring deduction from the Security Deposit. In this instance, MHAL cannot guarantee the balance of these funds will be refunded within 14 days.
- In the event that "The Proprietor" is unable to contact the Client to advise of deductions from the Security Deposit, then neither MHAL nor "The Proprietor" will be held accountable for any Bank Charges or other losses incurred by the Client resulting from those deductions from the Security Deposit. If "The Proprietor" is unable to contact the Client, refund of the balance of the Security Deposit cannot be guaranteed within 14 days.
- Where the Security Deposit is paid by bank transfer it shall be refunded by bank transfer. To facilitate this, the Client must provide "The Proprietor" with their correct bank account details.
- Refund of the Security Deposit will not be processed until "The Proprietor" is in receipt of your account details. "The Proprietor" cannot be held responsible if the damage deposit is not refunded within the 14 day time scale if this information has not been provided. A charge may apply where the Security Deposit is credited to an international bank account. Please note: If we are awaiting a quote from MHAL (the Owner) for repair/replacement of items, an extension of this 14 day timescale may be necessary. Please ensure we have all relevant contact details to enable us to contact you when refunding your damage deposit.
- Price Guarantee Errors and omissions excepting, "The Proprietor" guarantees that the price of the holiday will not be subject to any surcharges once the Client has paid a deposit, unless the booking has been amended, once the confirmation has been issued. All prices are based on **£Sterling**. The introduction of consumer levies or VAT changes is excluded from "The Proprietor" surcharge guarantee.
- Where VAT is payable, this is included in the cost of the accommodation.

25. Payment Method

- Payments may be made by **Paytek** or **Bank Transfer**; please allow sufficient time (we recommend four days) for bank transfers to clear before the payment due date. Payment by cheque is not available for Booking Deposits or Security Deposits. Post-dated cheques are not acceptable. Payment by credit card will be subject to a non-refundable surcharge of 1.8% of the transaction value.
- "The Proprietor" shall not store or process debit or credit card details, instead "The Proprietor" uses a secure online payment gateway provided by Paytek to process payments. For information, Paytek is an industry leader and has achieved the highest level of compliance under the Payment Card Industry Data Security Standard (PCI DSS) and adheres to the most stringent levels of fraud screening, ensuring that card details remain secure throughout the transaction process.
- All payments are made in £Sterling unless otherwise indicated. Overseas clients may pay in £Sterling, international bank transfer.
- Any charges for receiving payments from overseas will be passed to the Client.

26. Guarantees

26.1 MHAL agrees to deliver the services listed in this agreement together with any addenda, to the best of its ability under normal operational conditions.

26.2 MHAL cannot be held responsible for any disruption to its services caused by unintentional power failures or an Act of God, which includes but is not limited to flooding, lightening, earthquakes and fire.

26.3 MHAL will assume that the Client is aware of and agrees to these terms and conditions unless otherwise informed.

26.4 Key numbers will be provided upon confirmation of full payments; along with emergency telephone numbers for contact once on the Isle of Great Cumbrae.

26.5 These Terms and Condition, together with any addenda hereto, constitute the whole Agreement. Failure to comply herewith will constitute a breach of agreement and may result in the cancellation of the aforementioned reservation.

Appendix One

Group Name

Number of People:

Arrival Date:

Departure Date:

Date of Confirmation:

Rooms Reserved Per Night:

Reservation:

MHAL Contact Person:

Please complete the following (Please Print Clearly):

Client Details:

Company Name:
(if applicable)

Group Name:

Name of Authorised Signatory:

Designation of Signatory:

Contact Number of Signatory:

E-Mail Address:

Name & Address of Person Settling the Account:

Attention:

Designation:

Postal Address:

Contact Number:

E-Mail Address:

The signatories below indicate irrevocable confirmation of the prior listed details pertaining to the reservation and it is taken that all terms and conditions are found to be acceptable to both parties.

SIGNATORIES HERETO:

Signed at: Garrison House, Millport, Isle of Great Cumbrae on this day

.....

MHAL CO-ORDINATOR PRINT NAME DESIGNATION

Signed at _____ on this _____ Day of
_____ Year _____

CLIENTS AUTHORISED SIGNATURE PRINT NAME DESIGNATION

Please sign this page and all previous pages as confirmation that the terms & conditions herein are understood and agreed upon.

.....

Signature
