

Terms and Conditions

1. This Agreement is a Holiday Let solely for the purpose of the Tenant's holiday. This tenancy is accordingly NOT an assured tenancy.
2. The Tenant will:
 - 2.1 pay the Rent at the times and in the manner aforesaid without any deduction abatement or set-off whatsoever;
 - 2.2 keep the interior of the Property in a good, clean and tenable state and condition and not damage or injure the Property or any part of it;
 - 2.3 yield up the Property at the end of the Term in the same clean state and condition it was in at the beginning of the Term reasonable wear and tear and damage by insured risks excepted;
 - 2.4 maintain at the Property and keep in a good and clean condition all of the contents of the Property as listed in the Inventory, if any, and to replace or cleanse any item(s) which become broken or damaged during the Term;
 - 2.5 not make any alteration or addition to the Property nor do any redecoration or painting of the Property;
 - 2.6 not do or omit to do anything on or at the Property which may be or become a nuisance or annoyance to the Landlord or owners or occupiers of adjoining or nearby premises or which may in any way prejudice the insurance of the Property or cause an increase in the premium payable therefor;
 - 2.7 not without the Landlord's prior consent allow or keep any pet or any kind of animal at the Property;
 - 2.8 not use or occupy the Property in any way whatsoever other than as a private holiday residence;
 - 2.9 not assign, sublet, charge or part with or share possession or occupation of the Property;
 - 2.10 permit the Landlord or anyone authorised by the Landlord at reasonable hours and upon reasonable prior notice (except in emergency) to enter and view the Property for any proper purpose (including the checking of compliance with the Tenant's obligations under this Agreement and during the last month of the Term the showing of the Property to prospective new tenants);
 - 2.11 pay interest at the rate of 4% above the Base Lending Rate for the time being of the Landlord's bankers upon any rent or other money due from the Tenant under this Agreement which is more than 3 days in arrear in respect of the period from when it became due to the date of payment;
 - 2.12 pay for all telephone calls and services made at or rendered to the Property (except for the standing charge) during the Term.
3. Subject to the Tenant paying the rent and performing his/her obligations under this Agreement the Tenant may peaceably hold and enjoy the Property during the Term without interruption from the Landlord or any person rightfully claiming under or in trust for the Landlord.
4. The Landlord will insure the Property and the contents of the Property which belong to the Landlord, as listed on the Inventory, if any.
5. In the event of the Rent being unpaid for more than 10 days after it is due (whether demanded or not) or there being a breach of any other of the Tenant's obligations under this Agreement then the Landlord may re-enter the Property and this Letting Agreement shall thereupon determine absolutely but without prejudice to any of the Landlord's other rights and remedies in respect of any outstanding obligations of the Tenant.
6. The Deposit has been paid by the Tenant and is held by the Landlord to secure compliance with the Tenant's obligations under this Agreement (without prejudice to the Landlord's other rights and remedies) and if, at any time during the Term, the Landlord is obliged to draw upon it to satisfy any outstanding breaches of such obligations then the Tenant shall forthwith make such additional payment as is necessary to restore the full amount of the Deposit held by the Landlord. As soon as reasonably practicable following termination of this Agreement the Landlord shall return to the Tenant the Deposit or the balance thereof after any deductions properly made without interest.
7. The Landlord hereby notifies the Tenant that any notices (including notices in proceedings) should be served upon the Landlord at the address stated with the name of the Landlord overleaf.
8. In the event of damage to or destruction of the Property by any of the risks insured by the Landlord the Tenant shall be relieved from payment of the Rent to the extent that the Tenant's use and enjoyment of the Property is thereby prevented and from performance of his obligations as to the state and condition of the Property to the extent of and so long as there prevails such damage or destruction (except to the extent that the insurance is prejudiced by any act or default of the Tenant).
9. Where the context so admits:
 - 9.1 The "Landlord" includes the persons for the time being the Owners of the Property.
 - 9.2 The "Tenant" includes any persons permitted to derive title from the Tenant.
 - 9.3 The "Property" includes all of the Landlord's fixtures and fittings at or upon the Property.
 - 9.4 The "Term" shall mean the period stated in the particulars overleaf or any shorter or longer period in the event of an earlier termination or an extension or holding over respectively.
10. All references to the singular shall include the plural and vice versa and any obligations or liabilities of more than one person shall be joint and several and an obligation on the part of a party shall include an obligation not to allow or permit the breach of that obligation.
11. This Agreement will be governed by and construed in accordance with the Law of Scotland and the parties submit to the jurisdiction of the Scottish Courts.