

# Booking Terms and Conditions of Letting for An Taigh Soluis

These Terms and Conditions were published in May 2017 and supersede all previously published Terms & Conditions.

## Booking Terms and Conditions

The Contract for a short-term holiday rental will be between and shall bind the Owners of An Taigh Soluis (referred to as “us” or “we”) and the person making the booking and all members of the holiday party (referred to as “you”, “your”, “guests”) and will be under the following booking conditions. Scottish law will govern the Contract. The Contract will be subject to these booking conditions, and must be complied with whether our property “An Taigh Soluis” was booked either directly with us or through a holiday rental website.

This contract and our confirmation e-mail together contain the entire agreement between us and you and forms the basis of your agreement with us, so please read them carefully.

The person whose name is on the booking form (referred to as the “Responsible Person”) agrees to take full responsibility for ensuring that all the following Terms and Conditions are adhered to by all members of the party. The Responsible Person must personally stay at the accommodation throughout the holiday and be at least 18 years of age at the time of booking. The names, addresses and ages of all members of the party must be shared with the Owners on request.

The property is let 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 the right to occupy the accommodation for the agreed period only. You undertake to use the property solely for its purpose as self-catering accommodation and to accept the Owner’s right to refuse access to the accommodation to any person, whether the Responsible Person or guest of the Responsible Person, deemed unsuitable.

## Making your Booking & Booking Deposits

Your stay will begin after 16.00 hours on the start date of your holiday and end at 10.00 on the final day.

To book your stay, first make a booking request by email or through the website. We will then send you an email quote confirming the rental cost and including details of the deposit required (which will be 30% of the rental cost). The quote will be valid for 7 days from date of issue.

The booking will be secured, and this Booking Contract will become effective, when the initial deposit or full rental cost is received, and you have received a confirmation email from us. Payment may be made via our payment system or by direct bank transfer.

You shall be required to pay the applicable damage deposit (the “Condition Deposit”) as set out in the email confirmation as part of your payment in full or your Balance payment (as applicable).

You should carefully check the details of the Quote or Booking Request Form as well as the confirmation email, before making any payment to us regarding your Booking, and inform us immediately of any errors or omissions.

On booking you must provide your current and up to date address and contact details. We will not unnecessarily share your details with any third party.

Where you have only paid any booking fee and an Initial Deposit, you are required to send us your payment for the Balance and the Condition Deposit at least 28 days prior to the arrival date specified in the email confirmation (the “Arrival Date”). If you fail to make the balance payment due to us in full and on time we shall be entitled to treat your Booking as cancelled by you and the Cancellation Policy (as defined below) shall apply.

All payments to us must be in GBP pounds sterling. We do not accept cheques.

We reserve the right to refuse any reservation prior to the issuing of any confirmation in writing.

### **Condition Deposit**

We charge a £200 refundable rental condition deposit which is an extra amount to secure the contents of the property and to ensure that the house is left in a reasonable condition. This is returned to you within a week of departure after we or our housekeeper confirm that the condition of the house is satisfactory.

By paying the final balance to secure the holiday booking you are agreeing to pay the full replacement cost for any breakages, damage or losses that occur during your holiday rental. We like to work on trust and we hope that we are always able to return your deposit. We ask that you report any breakages to us on leaving, so that we may replace items for our own use or for our next guests. We may choose to overlook accidental breakages to small items of kitchenware etc.; however, in view of our remote location, we reserve the right to charge for breakages of any items, however small, that prove difficult to replace locally. Unreasonable damage however, or damage of furnishings and significant items, will be charged. Our intention is to be reasonable and fair, but the house is our home and we expect you to treat it as such.

You also agree to leave the house in a reasonable condition and ready for our housekeeper to clean the house.

Holiday insurance is recommended to cover any unforeseen accidents that may happen during your stay.

### **Cancellation Policy**

In the event that:

- any Balance required from you is not paid in accordance with the timeframes set out in the agreement;
- or
- you do not arrive at the property within 24 hours of your arrival time without notifying us,

then we shall be entitled to treat your Booking as being cancelled by you and this Cancellation Policy shall apply.

The booking deposit is non-refundable in the event of a cancellation.

If you pay the full balance on time, you will receive a refund of 50% of the total rental cost and the whole of any Condition Deposit paid if you cancel at least four weeks before your arrival date.

We would advise you to take out holiday insurance to cover last minute cancellations due to unforeseen circumstances and that you ensure that your holiday insurance covers you for these potential costs.

### **Booking Cancellation by you**

If you have to cancel your reservation please email or telephone us as soon as possible. The cancellation will not take effect until we send you confirmation that we have received your request.

### **Changes to bookings by you**

Should you wish to change your reservation once we have issued confirmation to you, please email or telephone us as soon as possible. We will attempt to accommodate changing dates - but if this is impossible we may have to treat this as a cancellation of a reservation which would then be subject to the relevant conditions which may be as much as the total amount paid. You will retain the option to continue with the first reservation.

### **Delayed Arrival**

You can arrive at the Property after the time specified by us on the Arrival Date for your holiday and you must leave by the time specified by us on the departure date we give you. We will let you know these times in writing

in advance of your stay. If your arrival will be delayed, you must contact the person whose details are given on the booking confirmation email so that alternative arrangements can be made. If you fail to do so you may not be able to gain access to the Property. If you fail to arrive by midday on the day after the Arrival Date and you do not advise the contact of your anticipated late arrival we may treat the Booking as having been cancelled by you and we shall be under no obligation to refund you for fees already paid to us.

### **Booking Cancellation Or Adjustment by us**

We hope that we do not have to either cancel or adjust your reservation in any way: however, as unforeseen problems do occur, we, or our agents on our behalf, will contact you immediately to discuss any proposed cancellation or adjustment. We will explain what has happened and let you know about the cancellation or change. If we can agree an alternative we will do so, however if this is unacceptable to you, we will refund all of your original rental payments. However, we will have no further liability to you.

We will not be liable to refund you for any fees you may have paid to any third party in connection with your holiday (including, without limitation, fees for travel, entertainment, activities or insurance). We strongly recommend that you ensure that each member of your party is covered by comprehensive travel insurance (including cancellation, flight delays, loss and damage to baggage and other property) and health insurance (including evacuation and repatriation coverage).

### **Circumstances beyond our control & Force Majeure**

If for any reason we have to cancel your booking in advance due to circumstances beyond our control, for example fire, flood, exceptional weather conditions, epidemics, destruction/damage to the property etc ("force majeure") you will be refunded the full amount of the booking. If we have to terminate your holiday early for the above reasons you will be refunded part of the booking fee based on the time remaining of the booking. This will be the full extent of the liability of the Owners of An Taigh Soluis. No additional compensation, expenses or costs will be payable.

## **Your Obligations**

### **1. Arrival and Departure Times**

Please arrive at the house after 16.00 hours on the start date of your holiday and leave the property by 10.00 hours on your final day. We would very much appreciate if you do not arrive early or leave late unless by prior agreement with us because our housekeeper requires time to prepare the house for your arrival.

### **2. Care of the property**

You are responsible for the property and are expected to take all reasonable care of its furniture, pictures, fittings and effects, in or on the property. You undertake to leave the property secure if left unoccupied during the period of let. You must not use the properties for any dangerous, offensive, noxious, noisy, immoral activities or carry on there any act that may be a nuisance or annoyance to the owner or other neighbouring properties.

Achiltibuie and An Taigh Soluis are our second homes and we love them, so we would ask all our guests to treat the house as you would your own and to leave it as you find it. On leaving, please leave the house clean and tidy and in a similar condition of cleanliness to when you arrived. This includes washing up, placing rubbish in bin liners and putting them into the outside wheelie bins and ensuring ovens are reasonably clean and free from grease.

You agree to keep and leave the Property and the furnishings, including items such as kitchen equipment, crockery and glasses clean and in good condition. You agree not to cause any damage to the walls, doors, windows or any other part of the Property.

Any additional cleaning of the property, following your departure, beyond the normal amount reasonably required, may be charged as an extra and may affect return of your deposit.

### **3. House Capacity**

Please don't exceed the stated house capacity of a total of 8 persons (plus a baby under 1 year old) except by prior agreement.

### **4. Smoking**

The house is strictly a **non-smoking** house. If evidence of smoking is detected in the house, we may retain some or all of the deposit, and we retain the right to charge a separate cleaning fee of £200 should this be needed to steam or deep clean and deodorise furnishings and affected areas.

### **5. Pets**

Please note that **we do not allow dogs or other pets** on the premises or inside the house at any time.

If the presence of dogs or other pets is detected in the house, we may retain some or all of the deposit, and we retain the right to charge a separate cleaning fee of £200 should this be needed to steam or deep clean and deodorise furnishings and affected areas.

### **6. Fireworks**

Fireworks are not permitted at An Taigh Soluis due to danger of fire and our insurance requirements.

### **7. Events**

We do not allow use of the property for stag parties, hen parties, weddings or any special events or parties held in the house. This will be strictly enforced and we retain the right to withhold the Condition Deposit.

### **Breach of obligations**

If you breach clauses 3-7 above, we can refuse to hand over the Property to you, or we can require you to leave it. We will treat any of these circumstances as a cancellation of the Booking by you and we shall be under no obligation to refund to you any fees already paid to us in those circumstances. Any refund will be at our sole discretion.

### **Reasonable Access**

You agree to allow us or any representative of ours access to the Property at any reasonable time during your stay for the purpose of essential repairs, in an emergency or to ensure you are complying with this Booking Contract.

### **Your personal possessions.**

You are responsible for your personal possessions whilst staying at An Taigh Soluis and we are not responsible for any loss or damage to these.

### **Our Facilities**

Our charges per rental include normal Cleaning, bedding, towels and changeover fees which are included at our cost.

As usual with self catering accommodation, we provide kitchen utensils etc, but we do not provide consumables which you may need during your stay. Basic provisions can be purchased at the Achiltibuie stores if needed, although **please refer to the section "Our commitment to preserve the environment" below for details of appropriate cleaning products.**

## **Cots and highchairs.**

A travel cot and highchair are available in the house and these may be used at your own risk. You will need to request these when you book and you will need to bring your own cot linen.

## **Bed linen and towels.**

We provide all bed linen other than cot linen. We provide bathroom towels and tea towels. **Please bring your own towels for use on the beach and do not use the house towels on the beach.**

## **Heating**

The central heating system will be set to keep the house acceptably comfortable in all seasons. Please only adjust the thermostatic valves on the radiators or the room thermostat in the living room should you feel the need, but do not adjust the timer yourselves. You may have to provide your own kindling and coal for the open fire should you wish to use it. Please ensure that you use the fireguard provided whenever using the open fire.

## **Internet access & WiFi**

We allow guest access to our broadband WiFi system if available, but we are not responsible for any failure of this service where the problem originates elsewhere or is an area problem or a service provider problem. No compensation will be payable in the event of this service failing or being unavailable. You agree to reasonable and lawful usage of this service. Please be aware that in this remote area, internet is not always reliable or fast.

## **Liability and Complaints**

### **Liability**

In signing the booking form you agree to pay 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.

In the absence of any negligence or other breach of duty by the Owner, the use by Tenants of An Taigh Soluis or its facilities is entirely at their own risk and we are not liable to you for any loss, damage or injury to you or any of your party or your/their property or vehicles as a consequence of this agreement or the occupancy following thereon.

Our maximum liability for losses you suffer as a result of us acting in breach of this Booking Contract is strictly limited to the amounts received by us in relation to your Booking. We shall not be liable for any losses which are not a foreseeable consequence of us breaching this Booking Contract. Losses are foreseeable where they could be contemplated by you and us at the time your Booking is confirmed by us.

Your Booking is made as a consumer for the purpose of a holiday and you acknowledge that we will not be liable for any business losses howsoever suffered or incurred by you.

For the avoidance of doubt, we shall not be liable to you or responsible for:

- any failure in relation to any payments due to the failure of a payment solution provided by a third party; and
- the rejection of any payment of yours by a third party payment solution provider.

This does not exclude or limit in any way our liability for death or personal injury caused by our negligence or for fraudulent misrepresentation; or for any matter for which it would be illegal for us to exclude or limit, or attempt to exclude or limit, our liability.

You indemnify us against loss, damage or injury sustained to the property or any persons as a result of any breach of these conditions or arising from the fault of you or any member of your party. Your statutory rights are not affected by anything in these terms and conditions.

You may not transfer your Booking or any rights and responsibilities under this Booking Contract to any other person, without our prior written consent.

If at any time any part of this Booking Contract is held to be unenforceable for any reason under any applicable law, that part shall be deemed omitted and the enforceability of the remaining parts shall not in any way be affected by that omission.

This Booking Contract, together with the Cancellation Policy and our confirmation email contain the entire agreement between us and you relating to the Booking and shall supersede any previous agreements, arrangements or discussions between you and us, whether verbal or in writing. No representation, undertaking or promise shall be assumed to have been given or be implied from anything said or written in negotiations between you and us prior to receiving the confirmation email except as expressly stated in this Booking Contract. Neither you nor we shall have any remedy in respect of any untrue statement made by the other upon which that party relied in entering into this Booking Contract (unless such untrue statement was made fraudulently) and that party's only remedy shall be for breach of contract as provided in this Booking Contract.

We will not be in breach of this Booking Contract, or otherwise liable for any failure or delay in performance, arising from any circumstances beyond our reasonable control including, without limitation, flood, fire, explosion or accident.

### **Complaints**

We sincerely hope that you will not have any cause for complaint but, in the event of a problem arising, you must in the first instance contact us as the Owners immediately so that any problem may be speedily resolved.

It is often extremely difficult (and sometimes impossible) to resolve problems properly unless we are promptly notified. Discussion with us of any issues whilst you are in residence at the Property will usually enable them to be rectified straightaway. In particular, complaints of a transient nature (for example, regarding preparation or heating of the Property) cannot possibly be investigated unless notified to us whilst you are in residence at the Property. Most such problems are easily rectified, provided we are given the opportunity to do so during the holiday period.

If any complaint cannot be resolved during your holiday, you must write to us or email us with full details within 28 days of the end of your Booking. For the avoidance of doubt, you shall always contact us and not any third party Holiday Booking agency if you have any complaint in relation to your Booking or the Property.

### **Keeping safe the information you have given us**

For the purposes of the booking, the information you give us in connection with your booking is held by the owners in accordance with the Data Protection Act 1998. We may disclose this information to our agents, contractors, insurers and insurance brokers and our and their advisers, and to others if we are legally required to do so, or where we believe it is necessary to protect our or another person's rights, property or safety.

### **Our Commitment to Preserve the Environment**

We request that where possible you help us by using eco-friendly products and if towels have not been used, please set these aside for our housekeeper so they do not have to be laundered unnecessarily. It would be helpful if you placed all used towels in the bath before you leave, to distinguish them from unused ones.

We have a septic biological water treatment drainage system which discharges into the local environment and requires use of biodegradable products, so **please do not use bleach, any strong detergents or anti-**

**bacterial washing products or hand wash.** Never flush disposable nappies, sanitary towels, tampons, paper towels, facial tissues, coffee grounds, or anything else down the toilet. Please dispose of these in the rubbish bins as they will pollute groundwater or block the system.