



## **TERMS AND CONDITIONS**

The following terms apply:

"Owner", "We", "Us", "Our" shall mean Caledonian Holiday Lets

"Customer" shall mean the individual who made the booking

"Tenants" shall mean the Customer's party

### **GENERAL TERMS**

1. The Customer warrants that the properties let are to be used for the purpose of a holiday and so accepts that the letting is a holiday let to which Section 12 (2) and paragraph 8 of Schedule 4 of the Housing (Scotland) Act 1988 apply, namely, "a tenancy the purpose of which is to confer the tenant the right to occupy the house for a holiday."

2. The Customer shall not sub-let the premises or any part thereof.

3. The number of people occupying the premises shall not exceed the number stated for the premises i.e. Otter Cottage (2 adults) nor can you significantly change the makeup of the party during your stay in the Property. We will treat any of these circumstances as a cancellation of the booking by you.

4. The Customer binds and obliges him/herself to vacate the hired premises without demand at the termination of the period of hire.

5. The Owner has the right to enter the property at any reasonable time for the purpose of inspection, repair work, etc. The customer will be made aware of this in advance, either in the form of a written note posted through the door or a phone call or SMS message.

6. In the following instances there will be additional charges:

a. For breakages, loss or damage. The Customer shall report any deficiency which they notice on arrival, and any which occurs during their stay. If his/her fault the Customer will be liable to pay the replacement cost of the item broken, lost or damaged.

b. Leaving the property, furniture or equipment in a dirty condition. The property will be in a clean condition on your arrival and Tenants must leave it in a similar condition. The right is reserved to make a charge for additional cleaning if the property has not been left reasonably clean.

7. The Owner may treat the booking as cancelled if the balance of the payment is not received eight weeks before the arrival date, and every effort will be made to re-let the vacancy.



8. The Customer shall undertake to prevent any member of his / her party from causing a nuisance to neighbours.
9. The Customer undertakes to leave the hired premises secure if left unoccupied during the period of let.
10. The Customer undertakes to relieve the Owner from any liability for damage or injury, however caused, by any member of his party.
11. The Owner accepts no responsibility for loss, injury or damage to any member of the Customer's party or their property, however caused, arising in any manner out of the let of the premises.
12. In the event that any individual term or clause stated in this contract is not permissible by law, the remainder of the Contract shall remain valid.
13. This agreement shall be governed by and construed in accordance with the Laws of Scotland and shall be subject to the jurisdiction of the Scottish Courts.
14. This does not affect your statutory rights

#### BOOKINGS AND FEES

Your booking will only be confirmed following receipt of 30% of the total as deposit. The deposit is payable at the time of booking. The deposit forms part of the total weekly rate for the property. The balance is payable not less than eight weeks before the arrival date. If the balance is not received by the stated date, the dates will be released and the deposit forfeited. If a reservation is made less than eight weeks prior to arrival, the full payment is due at the time of booking. The 30% deposit will be regarded as non-refundable.

#### CONTRACT

When you submit a booking via our online booking system, you will receive an automatic email to the address you provide on the booking form. This does not form a contract between us. A contract shall only arise once your deposit or payment has cleared and your booking is subsequently confirmed in writing via a letter of confirmation sent by post or email.

When making an off-line booking with us you should return the completed Booking Form to us together with your payment for the Initial Deposit. Please note that the Initial Deposit is only refundable if you cancel your booking within seven days of receiving our written confirmation of your booking.

Once the completed Booking Form and the Initial Deposit have been received and accepted by us, we will issue you with our written confirmation. The contract between us will only be formed when we send you our written confirmation and is subject to these terms and conditions. We reserve the



right to refuse any booking prior to the issue of our written confirmation. If we do this we will promptly refund any money you have paid to us.

#### CANCELLATIONS

Should you have to cancel your holiday for any reason, please let us know immediately in writing.

Cancellation charges are as follows:

1. The 30% deposit will be regarded as non-refundable.
2. Should you cancel within eight weeks of the arrival date no refund will be made except where we are able to re-rent the property at the full tariff when we will refund the rental charge, less deposit.

#### CANCELLATION PROTECTION

We strongly recommend that you use holiday cancellation insurance to cover the cost of your holiday. This will provide you with peace of mind if an unforeseen event forces you to cancel your holiday.

#### ARRIVAL/DEPARTURE TIMES

The occupancy period commences at 4.00pm on day of arrival and ends at 10.00am on the day of departure. It is particularly important that the departure time be observed so that there is sufficient time to prepare the property for the next residents. When departing the property keys should be replaced in key safe at the canal side entrance to Otter Cottage. If a mobile phone number has been provided, then the Owner will send an SMS confirming when Otter Cottage is ready for your arrival i.e. when the property has been thoroughly cleaned, bed made etc. In some instance therefore it might be possible to arrive before 4.00pm. The right is reserved to charge for an additional day if tenants arrive before 4.00pm or have not left by 10.00am.

#### CARE OF PROPERTY AND GOOD HOUSEKEEPING DEPOSIT

The guests agree to take good care of the property and leave it in the same condition in which it was found upon arrival (with the exception of dirty linen) and fit for occupation by the next guest. Before you go please ensure the bins have been emptied, washing up has been done or is in the dishwasher and that your cottage is in a tidy condition, in particular, ovens, hobs, fridges and worktops must be left clean.

We do not take a 'Good Housekeeping' deposit however guests will be required to pay for any loss damage, breakages or missing items and any cleaning (other than normal cleaning) which is required following departures.



## DOGS

Well behaved dogs are welcome in Otter Cottage. There is no additional charge for this but it is expected that any damage caused by a dog will be charged. A dog bed is provided.

## RESPECT FOR OTHER GUESTS

Guests are requested to respect the peace and quiet of neighbours on both sides of Otter Cottage and not make excessive noise or play loud music.

The property is non-smoking. If smoking outside please respect others and dispose of cigarette ends responsibly.

## LIABILITY

Caledonian Holiday Lets does not accept any liability in respect of loss or damage to the guest's, their property, baggage, car or contents, save to the extent that such loss or damage arises as result of the negligence of Caledonian Holiday Lets.

## COMPLAINTS

Every effort has been made to ensure that you have an enjoyable and memorable holiday. If, however, you have any cause for complaint it is important that remedial action is taken as soon as possible. It is essential that you contact us if any problem arises so that it can be speedily resolved. Therefore highlighting issues whilst you are in residence will usually enable any shortcomings to be rectified.

## DATA PROTECTION

Any personal information or details provided by the guests may from time to time be used to contact you with special offers or information about Caledonian Holiday Lets. If you would prefer not to receive any of this information please contact:

Caledonian Holiday Lets,  
Killearnan Cottage,  
Bogbain,  
Inverness,  
IV2 5BD  
Tel:07967 506299  
Email: [stay@caledonianholidaylets.com](mailto:stay@caledonianholidaylets.com)



## Wi-Fi TERMS

Caledonian Holiday Lets offers free broadband via a WiFi connection.

Should you choose to access this broadband connection, you are agreeing to the following conditions:

- Caledonian Holiday Lets accepts no risk for any damage done to your computer. We recommend that you take sufficient steps to maintain your own software firewalls or anti-virus software.
- You remain responsible for monitoring access made to the internet by the users of your computer by you and other persons with you at any time, including under 18s. We reserve the right to provide contact information about tenants to the internet service provider or any relevant investigating authority that makes a reasonable request for information. Our judgement will be the sole arbiter of whether the request is reasonable and whether the information will be provided.
- We do not levy a charge for the provision of broadband within your rental or on top of such rental. Your rental does not guarantee that broadband will be permanently available. We will make every effort to ensure that the internet service provider maintains an appropriate service under its terms and conditions, however, should the facility not be available for any period of time for whatever reason we do not provide a refund on the rental.

## DISCLAIMER

The Owners have taken every care to ensure the accuracy of property descriptions on their website and all information is provided in good faith and is believed to be correct.