

## Holiday Letting Booking Contract & Conditions

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

**CONTRACT.** The Contract for a short term holiday let at a specified property (the Property) shall be made between you (the Client) and the owner of the property (the Owner). Islands & Highlands Cottages (the Agent) acts as an agent for the Owner to take and arrange bookings. The Agent does not own or manage the Property but reserves the right to refuse any booking on behalf of the Owner.

The Contract will be entered into when the Agent issues the confirmation form and will be subject to all the following booking conditions (it will be assumed that the Client has read and agrees to these bookings conditions) :-

**PAYMENT.** Unless otherwise stated, a deposit of 25% of the rental is payable upon booking. The balance shall be payable 10 weeks before the commencement of the holiday let. If the balance of the rent is not paid in full by the due date, this shall be deemed as a cancellation of the contract by the Client. For bookings made less than 10 weeks prior to the commencement of the rental the total fee is payable at the time of booking. Payment methods include credit / debit card, cash, bank transfer, PayPal or a cheque. Please note that if the arrival date is within 2 weeks, we are unable to accept cheques. A booking fee of £24 is payable for each holiday let booked. We do not store credit card details nor do we share customer details with any third parties.

**HOLIDAY LET DETAILS.** When a deposit has been paid against a booking, the Agent will email the Client within 72 hours of receiving the money. This email will confirm the holiday rental and include the cottage name, the period of the let, the total rental amount, the deposit that has been paid, any additional fees and the amount that is outstanding along with the date that this is due by. The Agent will also include a copy of our booking terms and conditions. Once the full balance has been paid, the Agent will email the Client within 72 hours of the money being received. This email will confirm the monies paid and the cottage details including contact numbers, directions and full instructions for how to pick up the keys.

The Agent uses PDF attachments which can be opened through Adobe Reader. If this software needs to be installed, it can be downloaded from Adobe <https://get.adobe.com/uk/reader/>. If preferred, this information can be posted or given over the phone. This can be appropriate if the booking is at short notice. The Client must ensure they have access to the cottage details without internet connection before arriving at the property. If the Client would like the information in a different format, they should contact the Agent.

**AMENDMENTS TO BOOKINGS.** Any request to amend a booking must be made initially in writing. If the amendment request is successful, there may be an increase in the rental payable. An administrative charge of £30 will apply to all amendments made. All Clients should be aware that it may not be possible to amend the booking in question. In these circumstances the original booking will still stand.

**CANCELLATION.** Any cancellation made by the Client for whatever reason shall be in writing and addressed to the Agent (Islands & Highlands Cottages). If the Client cancels the booking prior to 10 weeks before arrival, the full deposit plus booking fee will be non-refundable. If the Client cancels the booking within 10 weeks of the arrival date, the cancellation costs are 100% of the booking cost. The Agent strongly recommends Clients to take out Cancellation Insurance.

**BOOKING PROTECT.** If the Client has purchased Booking Protect in connection with their holiday cottage booking and have to cancel their booking, the Client may be entitled to a refund through Booking Protect. Booking Protect is a third party company and is in no way connected to the Agent. To make a claim, the Client must contact Booking Protect directly using the details the Client received when the cover was purchased.

**V.A.T.** VAT is included in the rental fee where applicable.

**ALTERNATIVE ACCOMMODATION.** In the unlikely event that the Property becomes unavailable for your stay, the Agent will offer alternative accommodation of a similar or better standard. If the alternative accommodation is not acceptable to the Client, the Client is entitled to a full refund.

**PERIOD OF LET.** The holiday let commences, unless otherwise notified, at 4.00pm on the day of arrival and terminates at 10.00am on the day of departure. The Client is obliged to vacate the Property without demand at the termination of the holiday let.

**COMPLAINTS.** Should there be cause for any complaint during the occupation of the Property it must be notified promptly to the Owner / Housekeeper who will try and resolve it as soon as possible. The Owner's / Housekeeper's contact details are given on the Property's information sheet which is sent after the final payment has been received by the Agent. All complaints should be made during the stay or as soon as the fault occurs so that opportunity is given for the Owner / Housekeeper to rectify

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the problem. If there is no resolution or you are unable to contact the Owner / Housekeeper, the Agent will act as a mediatory between both parties. In the case of serious complaints, they must be confirmed in writing. The Client's right of action (if any) shall be against the Owner and not the Agent. The Agent accepts no liability for any defects or unavailability of the property or any other problems with the holiday. Any refund given in compensation is final. For further information and advice, please contact Citizens Advice, 08454 04 05 06 or [www.citizensadvice.org](http://www.citizensadvice.org).

The Client must note that WiFi is a complimentary service only offered by certain properties. Unless the Owner has stopped the subscription for the service, if WiFi is not working during the Clients stay, no compensation will be offered. However the Agent / the Owner / the Housekeeper will endeavor to make the service operational.

If the complaint is due to an "Act of God", such as bad weather or road closures or any other act or occurrence over which we as the Agent, the Owner or the Housekeeper has no control over, no refund will be given.

The Owner / Housekeeper reserves the right to refuse to hand over the occupancy of the Property to any person(s) that in their opinion, is not appropriate to take charge. In this eventuality the rental amount will be refunded in full and the liability of the Owner shall cease.

If an Owner is prevented, due to situations beyond their control, (e.g. fire damage, flood, drought or the interruption of utility supplies), from making the Property available to the Client, the Agent will, where possible, offer alternative accommodation. If this is not acceptable to the Client, the rental shall be refunded in full. The Client will have no further claim against the Owner.

**EARLY VACATION OF THE PROPERTY.** If the Client chooses to depart the Property earlier than the termination date, no refund will be due. This also applies when the Client departs early due to a subjective issue.

**CARE OF THE PROPERTY.** The Client shall take all reasonable and proper care of the Property, its furniture, pictures, fittings and effects in or on the Property and leave them in the same clean and tidy condition and state of repair at the end of the holiday let as at the beginning. A minimum charge of £80 will be applied for any unreasonable amount of cleaning at the termination of the holiday let. For any damage caused, the cost for replacement or repair must be paid by the Client.

Any behaviour that is deemed to be detrimental to the Property may result in the Client being asked to remove themselves immediately from the Property. Such a request will be issued in writing detailing the reasons for the request. Upon receipt of the notice, the Client will bind themselves to remove themselves and their personal belongings from the Property immediately.

The Client must not use the Property for any illegal or commercial purpose. The Client must not hold events such as parties, celebrations or meetings at the Property without first receiving written permission from The Agent.

**MAINTENANCE.** The Property is maintained throughout the year and so activities such as grass cutting, gardening and window cleaning may occur during the holiday let. Any impact to the Client will be kept minimal.

**OLD PROPERTIES.** If the Property is an older property, it may be prone to damp and condensation. These problems can be alleviated by ventilating the Property. Older properties may have uneven floors, steep staircases, narrow door frames, low ceilings and other characteristics associated with older architecture.

**BREAKAGE or DAMAGE.** The Client is legally bound to reimburse the Owner for replacement, repair or extra cleaning costs on demand. This includes the Property's keys which if lost, will involve the cost of replacing the lock, the cutting of keys and repairing any damage caused through entering the Property. Some properties may require a security deposit.

**OCCUPANCY.** The number of persons occupying the Property must NOT exceed the maximum stipulated for either the Property or the rental rate paid. The Agent / the Owner / the Housekeeper reserve the right to either charge an additional fee if applicable or refuse entry to the entire party if this condition is not observed. The Client shall not sub-let the Property or any part thereof.

**PETS.** Pets are welcome at some of the properties. Please see our website for further details regarding specific cottages. There is an additional charge of £20 per pet per week or part of. The Agent must be notified at the time of booking regarding any pets included in the holiday let. If a pet is brought to a Property which either does not accept pets or the Agency is not aware that a pet has been included, the Owner or the Housekeeper will have the right to either charge the pet fee as stated above, refuse the Client entry or make the Client leave the Property early. If either of the latter two cases occurs, the Client shall be deemed to have cancelled the booking and shall have no claim for reimbursement or compensation whatsoever.

As Skye and Lochalsh are crofting communities, all pets must be kept under careful control at all times. Pets must NOT be left alone in the Property, must NOT be allowed on furniture and will NOT have access to the bedrooms. There must be no evidence of the pet on departure with all dog hair vacuumed and any excrement disposed of appropriately. If there is evidence of the pet

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on departure, the Client may be charged for the cost of additional cleaning.

**SMOKING.** The Property is non-smoking. If there is evidence of smoking found on departure, the Client will be charged for the cost of additional cleaning.

**LIABILITY.** The Agents take every care to ensure that the description of the Property is correct at the time of booking. However, the Agent, its employees and agents shall not be under any liability to the Client or any third parties for any loss or damage arising from the breach of contract, negligence, misrepresentation or otherwise. The Client's (and all other members of the Client's party) personal belongings and vehicles (together with their contents) are left at the Property entirely at their own risk.

**WARRANTIES.** The Agent does not warrant and is not responsible for the accuracy of any verbal information given or statements made by its servants or agents.

**RIGHT OF ENTRY.** The Agent / the Owner / the Housekeeper shall be allowed the right of entry to the Property at all times for the purpose of inspection or to carry out any repairs or maintenance.

**CANCELLATION INSURANCE.** Cancellation Insurance is advised and the Agent recommends Clients take out cover.

Whilst all information and statements are made in good faith, Islands & Highlands Cottages does not warrant and is not responsible for the accuracy of any information or statements made by representatives. Every effort has been made to ensure that information used for marketing is correct at the time of inspection of the accommodation. However property details and prices are updated periodically and so may differ between printed material and the website [www.ihcottages.com](http://www.ihcottages.com). The website [www.ihcottages.com](http://www.ihcottages.com) will always have the most up to date information and prices and facilities should be checked before booking a property. Information given and statements made by representatives or employees of Islands & Highlands Cottages are made in good faith but without liability.