

Otterburn Terms & Conditions

Please ensure you have read and agree to the following before going ahead with a booking:

Otterburn Terms & Conditions

1. In these booking conditions ‘, ‘We’, ‘Our’ or ‘Us’ means Otterburn. ‘Owner’ means the owner of the holiday home Otterburn. ‘Property’ and ‘Accommodation’ means the holiday home. ‘Booking’ means the rental period that has been booked.

‘You’ and ‘your’ and ‘guest’ or ‘guests’ means all people named on the booking form (including anyone who is added or replaced at a later date) or authorised to stay as agreed in advance by the ‘Owner’.

Your Booking should be for holiday purposes only.

You agree that the property is let to you to be used for the purposes of a holiday only and you so accept that the letting is a holiday let to which paragraph 6 of schedule 1 of the Private Housing (Tenancies) (Scotland) Act 2016 applies namely ‘A tenancy cannot be a private residential tenancy if the purpose of it is to confer on the tenant the right to occupy the let property for a holiday.’

The lead guest, who has placed the booking, must be over 18 years of age.

You have provided us, directly through our website or via a third party booking agent, personal data which we will use to fulfil your booking. By placing a booking, via any method, you are explicitly consenting to us passing this data to the property owner, or their appointed managing agent or staff member, to allow the fulfilment of the booking contract including contacting you regarding arrangements relating to the booking prior to or after the rental period.

Accordingly, any contract made is between the person making the Booking (the Guest) and the Property Owner.

- 1.

We keep the prices under constant review and the prices of unsold dates may be increased or reduced at any time. We may also correct mistakes in the pricing of unsold dates at any time. We will confirm the price of your booking when you make it. As changes and mistakes can happen, you must check all details at the time of booking. All prices quoted or otherwise given to you include all charges and any taxes or government charges, which may apply to your booking at the time it is made. All prices are for the property and are not on a per person basis.

1. **Payments for Holiday Cottages**

Deposit: A deposit of 25% of the total amount is required to secure a Booking. The Booking is secured once we have successfully charged the nominated credit/debit card. The remaining 75% of the outstanding balance will be due exactly 30 days prior to arrival. For Bookings placed less than 30 days prior to the arrival date full payment is required at the time of the Booking including any applicable security deposit.

Otterburn Terms & Conditions

Please ensure you have read and agree to the following before going ahead with a booking:

Deposit, payment and refund arrangements may vary depending on the Online Travel Agency which you used e.g. Homeaway, Airbnb etc.

Final Payment: The full balance of the total accommodation cost will be payable not later than 30 days prior to the date of arrival. If the full balance is not paid on time, we will notify you of this breach of contract and you will have 5 working days to remedy the breach. If the breach is still not remedied, we reserve the right to cancel the Booking retain the deposit as compensation for the damages and any other costs incurred in connection with the contract.

Security Deposit: Bookings will be subject to a refundable deposit.

Refundable deposit: We ask for a refundable security deposit, which will normally be added to any final balance payment or depending on your OTA will be payable at the property or taken via a telephone call between you and the owner or the owners agent. A refundable security deposit is a refundable deposit, which reflects your agreement to leave the Property and its contents in the condition in which you found it and to abide by other conditions as detailed in this agreement. The refundable security deposit will be refunded within 7 to 14 days of the end of your stay subject to there being no claim on it.

Refund arrangements vary depending on which Online Travel Agency you used e.g. Homeaway, Airbnb etc.

1. : If you have to cancel the Accommodation Booking for any reason you must notify us immediately in writing. We will acknowledge the cancellation by email or in writing. Once a booking is confirmed you are liable for the full cost. **It is expected that you take out appropriate cancellation insurance.**

Refund policies vary depending on which Online Travel Agency you used.

Our booking Cancellation Policy and Reimbursement policy is:

For bookings made on or after the 4th of January 2021

Our direct booking cancellation policy is:

Booking Deposit: non-refundable

Cancellation on or after 30 days before arrival, no refund.

Property Manager/We require a minimum 25% deposit with the initial booking. The only exception to this rule may be bookings via OTA's (e.g. Online Travel Agencies like Airbnb, Homeaway etc.).

Otterburn Terms & Conditions

Please ensure you have read and agree to the following before going ahead with a booking:

- Property Manager/ We require any balance owed by guest is paid no later than 30 days before check in date. The only exception to this rule may be bookings via OTA's (e.g. Online Travel Agencies like Airbnb, Homeaway etc.).
- Therefore from the date of your booking being confirmed and the full balance being paid (30 days before arrival) you are only subject to the 25% booking fee. Thereafter the full payment is due.

Reimbursements/Refunds:

- Guests may cancel their reservation by notifying their property management company **in writing that they wish to cancel.**

Our direct booking cancellation policy is:

Booking Deposit: non-refundable

Cancellation on or after 30 days before arrival, no refund.

Online Travel Agents cancellation policy is:

Please consult the OTA booking for the cancellation policy which applies to your booking.

Early Departure

1. **Early Departure:** We strongly recommend that you make provision for any unexpected cancellation. No refunds will be given for early departure.

Payments methods

1. : Payments made by debit card, credit card are not subject to a fee. We are unable to take payment by international bank transfer or by cheque.

VAT

1. : We are not VAT registered.

COVID – 19

This property has a Covid-19 **risk assessment and cleaning checklist** which is adhered to by all cleaning staff. If you wish to view these documents please request them from us by contacting.

Otterburnselfcatering@gmail.com

Traveling to Holiday Cottage will sick/ or suspected sick with Covid

1. No Guest or any member of the booked group should travel to the Holiday Cottage if they feel ill or suspect they are ill with Covid-19. They should follow government guidelines and self isolate at home.

Otterburn Terms & Conditions

Please ensure you have read and agree to the following before going ahead with a booking:

2. Suspected COVID cases and guest self-isolation

If a guest or any member of their group presents themselves with symptoms of COVID-19 or is asymptomatic but declares the need to self-isolate, they should be advised to check out and return home to self-isolate according to current government guidance.

If the guest shows acute symptoms, has breathing difficulties or their life is at potential risk, seek medical help immediately. SCOTLAND VERSION 1.0 <https://www.ukhospitality.org.uk/page/ScotlandGuidance>

3. All guests, or members of their party who need to self isolate at the Holiday Cottage agree to pay for any extra weeks of accommodation at the Holiday Cottage (prices as displayed).

4. All guests, or members of their party who need to self isolate at the Holiday Cottage, which results in other booked guests being unable to check-in to the Holiday Cottage, agree to pay for the relocation of these guests to equal or better Holiday Accommodation in the area.

1. Your Property

Access & Departure for Holiday Cottage: The Accommodation will be available from 5pm onwards on the agreed arrival date. Departure time is on or before 9am, in order to be able to prepare and maintain the Accommodation to a high standard for the next Guest.

As key collection is between 16:00 - 19:00 by arrangement with the Owners. By prior arrangement it may be possible to collect the key via a key safe at the Property. Arrival and departure times must be agreed in advance and in good faith.

An element or the whole amount of a refundable security deposit may be charged if you arrive before the arrival time of 5pm or you check out later than 9am.

Check in after 17:00 and before 19:00.

Check out on or before 09:00am.

1. **Late arrival:** If you fail to arrive by 12 noon on the day after the start date of your rental period and you have not let either us or the Owners representative know you are arriving late, we may treat your booking as having been cancelled by you. In this situation, you will not be entitled to any refunds other than any refundable security deposit paid.

1. **Access to Accommodation:** The Owner, their representative, or we is allowed to access the Accommodation at any reasonable time during occupancy given early prior notification. The

Otterburn Terms & Conditions

Please ensure you have read and agree to the following before going ahead with a booking:

Accommodation and its use are subject to the conditions and regulations of the respective local laws.

1. Failure to adhere to these rules will result in the loss of your security deposit.
- **DOGS (surcharge applies to all Dog guests)**
Dogs are not permitted in the property or its grounds unless paid for in advance and confirmed on your booking.
 - No other pets are permitted without prior arrangements directly with the owners.
 - If you take a dog with you, it is not allowed upstairs, on beds or furniture.
 - You must not leave any dog unattended in the property, including in the garden, and you must keep dogs on a lead within the boundaries of the property (including the garden).
 - We, or the Owner, cannot guarantee that a dog has not been in a Property even if the Property does not allow dogs.
 - All dog waste in or around the Property grounds must be responsibly disposed of.

Special Requirements

1. **Special Requirements:** Where there are special requirements, such as a Property suitable for the disabled or any other specific requirement, we will try to accommodate accordingly. Such requirements must be specified at the time of Booking. We have no provision for infants/ babes in arms and recommend you bring your own cot and highchair etc. We cannot accept responsibility for special requirements, unless specified during Booking and confirmation is given by us. If you, or member of your party, suffers from allergic reactions please take note that although certain Accommodations are advertised as NOT allowing pets, we cannot guarantee that pets have never been in that Accommodation and cannot be held liable in such circumstances.

1. : these are included in the rental (unless specified on the website).

Parking

1. Otterburn 2 has private off road parking for 1 vehicle.

1. **Alterations & Amendments:** Every effort has been made to ensure that information on all websites is correct at the time of publication or at the time of inspection of the Accommodation and that all information and statements made by our representatives are made in good faith.

Otterburn Terms & Conditions

Please ensure you have read and agree to the following before going ahead with a booking:

1. Responsibilities of the Guest

- The Accommodation and its use are subject to the conditions and regulations of the respective local laws.
- You undertake to keep the Accommodation and all furniture, fixtures and fittings in the same state of repair and condition as at the start of the tenancy and to leave the Accommodation clean and tidy upon departure.
- The **number of persons using the Accommodation at any time must not exceed the maximum number as stated on the Booking form or on the website**. You are not able to arrange visitors to the Property without prior permission from the Owner or us.
- There is no smoking allowed inside any Property booked on our or any partners website/s. The property is classed as a business premises – it is against the law to smoke in a business premises. There will be a fine of £100 for breach of the no smoking policy.
- No smoking is permitted at the entrance/exits of the building please smoke at least 10 metres from the property entrance.
- You, or any member of your party, are not to cause an annoyance, become a nuisance to occupants of adjoining premises during their tenancy, act illegally or antisocially or conduct yourselves in such a way that any damage is likely to be caused.
- The rental of the Accommodation is for holiday purposes only and no work or business is to be conducted from the Property. You are not able to hold any events, such as meetings or parties at the Property.

1. **Breach of Responsibilities:** In the event of breach of these responsibilities you may be required to leave the Property during the period of the Booking without compensation or refund. We, or the Owner, will not be legally responsible to you as a result of this situation. This will include, for example, any costs or expenses you have to pay due to not being able to stay in the property, such as the cost of finding other accommodation. We the Owner would not be under any obligation to find any alternative accommodation for you.

1. **Damage to Accommodation:** You will be responsible for all damage or breakages caused by you and/or any members of your party (whichever applies) to the property or its contents (including the cost of any work needed to put this right). **All damages must be notified to us, the Owner before your departure.** We reserve the right to deduct costs in part of in full from any held refundable security deposit or charge your card a fee to cover any costs for rectifying any damages caused by the deliberate, negligent or reckless act to the Property or structure. Should this damage come to light after you have departed, we reserve the right to make a charge to

Otterburn Terms & Conditions

Please ensure you have read and agree to the following before going ahead with a booking:

your credit/debit card, or send an invoice for the amount to the registered address or deduct costs from any held refundable security deposit. We will, make every effort to rectify any damage internally prior to contracting specialists to make the repairs, and therefore will make every effort to keep any costs incurring to you at a minimum. **If you discover that anything is missing or damaged on arrival please notify the Owner or their representative immediately.**

1. **Unforeseen closure of property:** Occasionally, it may be necessary to make a material change to the Accommodation Booking arrangements for reasons such as a problem with the Property. The Owner has the right to do so. In this event, we will contact you by phone or if reasonably possible in the case of a significant change or cancellation by email as soon as is reasonably practical. We will explain what has happened and let you know about the cancellation. In which case we will refund the full amount paid, but no other compensation would be payable.

Events beyond our control

Unless otherwise stated in these booking conditions, we, or the Owner will not be legally responsible either jointly or individually for any compensation if we or they are prevented from carrying out our responsibilities under this contract as a result of events beyond our control. This means an event that we or the Owner could not, even with all due care, expect or avoid, including:

- A. Labour disputes or strike;
- B. Acts of terrorism, war, riot or civil commotion;
- C. Breakdown of appliances, equipment or machinery;
- D. Loss of public utilities such as water, electricity, gas, oil, Internet.
- E. Insolvency or bankruptcy of the Owner;
- F. Malicious damage or vandalism;
- G. Keeping to any law or governmental order, rule, regulation or direction;
- H. Accident;
- I. Weather, including fire, flood, snow or storm;
- J. Other circumstances affecting the supply of services.
- K. Noise or disturbance from beyond the boundaries of the Property.
- L. Natural disaster.
- M. Force Majeure and / or Pandemics

1. **Complaints Procedure:** In the event of any problem arising about a property or service provided as part of your booking on the agreed arrival date or during the holiday, you should immediately bring this to the attention of the Owner as the contract of accommodation is between you and the Owner. Most issues or problems can be sorted quickly by the Owner, or their representative, however they must be made aware of the issue promptly as it would be very difficult for the

Otterburn Terms & Conditions

Please ensure you have read and agree to the following before going ahead with a booking:

Owner to sort any problem otherwise. The Owner, or their representative, should be allowed reasonable time to sort any problem. Times may vary dependant on the problem, for example missing items can be sorted quicker than having to call out an engineer.

1. Owner Details – Mandy E Rush, otterburnselfcatering@gmail.com 01445 771006, 27 Melvaig, Melvaig, Gairloch, IV212EA

1. The cleaning of the property is carried out by the owner or contracted to a local cleaning company. The property is cleaned and fresh linen supplied before guests arrive. If there is any issue with the cleanliness of the property, or linen, the owner or housekeeper/representative should be notified on the day of arrival so that the issue can be resolved and not left until the end of the visit.

1. Please help us help you by sorting any complaint as quickly as possible by following this procedure.

1. **Final provisions:** All disputes, claims or other matter arising out of or in connection with your Booking will be governed by Scottish Law. Place of jurisdiction is the domicile of the owner to the extent allowed by law.

Owner Details – Mandy E Rush, otterburnselfcatering@gmail.com 01445 771006, 27 Melvaig, Melvaig, Gairloch, IV212EA