

## Tigh a' Mhaide Booking Terms & Conditions

### 1. General

These terms and conditions (the “**Booking Contract**”) are between, and shall bind, the owner of Tigh a' Mhaide (“**we**”, “**us**” and “**our**”) and the holidaymaker(s) who books our property (the “**Property**”). Each such booking is referred to in the Booking Contract as a “**Booking**”.

References to “**you**” or “**your**” are references to the person making the booking and all members of the holiday party.

Every booking is subject to this Booking Contract. This Booking Contract and our confirmation email contain the entire agreement between us and you and form the basis of your agreement with us. Please read them carefully. Nothing in this Booking Contract affects your usual statutory rights.

### 2. Making your Booking

#### 1) Either you can:

- a. Book with us instantly by making the deposit payment specified via our website at [www.tam.scot](http://www.tam.scot). The booking shall be made, and this Booking Contract shall be effective once the deposit (as defined below), or full payment if your stay is less than 42 days away, has been received by us. You will receive an email confirming the booking and detailing our Cancellation Policy (as defined below); or
- b. Send us a booking request via our website. Your booking will be confirmed when you pay the deposit (or pay in full if your stay is less than 42 days away). The Booking Contract shall be effective when we have received the deposit or full payment if your stay is less than 42 days away.

#### 2) If required to:

- a. make a payment in full, then you must pay the full amount for the booking to us by the due date.
- b. pay a deposit (the “**Initial Deposit**”) followed by a balance payment (the “**Balance**”), then you must make both payments within the specified time periods.

#### 3) The balance is due not less than 30 days before your arrival date.

#### 4) You may be required to pay an additional, refundable deposit (the “**Security Deposit**”) to be used only in the event of breakages or damage. If required, this will be detailed in the breakdown of costs in your email confirmation.

- 5) You should carefully check the details of your booking and your confirmation email and inform us immediately of any errors or omissions.

### **3. Paying for your Booking**

- 1) If you pay an Initial Deposit, you are required to pay the Balance and Security Deposit (if applicable) within a certain period prior to the arrival date specified in the email confirmation (the "Arrival Date"). If you fail to make the Balance and Security Deposit payments 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.
- 2) If you need to cancel or amend your Booking you must phone or email us as soon as possible. A cancellation or amendment will not take effect until confirmed in writing by us.
- 3) You can cancel your booking within 24 hours of it being confirmed and receive a full refund, provided your arrival date is more than 60 days from the date you cancel. If you cancel after this 'cooling off' period, our cancellation policy (the "**Cancellation Policy**") applies (see the full cancellation policy on page 6).
- 4) **It is your responsibility to ensure you have appropriate travel insurance to cover cancellation fees.**
- 5) If:
  - a. any fees due from you are not paid by the date they are due; or
  - b. you do not arrive within 24 hours of your arrival time without notifying us,your Booking will be treated as cancelled by you. The Cancellation Policy shall then apply.
- 6) We will not cancel or amend your Booking except in exceptional circumstances. If this becomes necessary, we will contact you as soon as possible. If we cancel your booking, we will refund any fees you have already paid to us. However, 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). Wherever possible we will offer alternative dates.

### **4. Arrival and departure**

You can arrive at the Property after 4.00pm on the Arrival Date and you must leave by 10.00am on the departure date. If you expect to arrive later than 11.00pm, you must contact us so that alternative arrangements can be made, if necessary, for you to gain access to the Property. If you fail to arrive by 4pm on the day after the Arrival Date, and you do not advise us of your

anticipated late arrival, we will treat the Booking as having been cancelled by you and we shall be under no obligation to refund fees already paid to us. Please see the Cancellation Policy.

## **5. Bringing your pet**

Well-behaved dogs are welcome at Tigh a' Mhaide. Usually only one dog may stay per booking. Occasional exceptions must be agreed in advance and in writing by email.

### 1) Owners **must**:

- a. bring appropriate bedding, towels and feeding equipment.
- b. bag and bin all dog waste promptly.

### 2) Dogs must not:

- a. Be left alone in the house (unless secured in a travel/sleeping crate)
- b. Be unsupervised in the grounds
- c. Climb on the furniture
- d. Go into the bedrooms
- e. Eat/drink from house crockery. Two spare dog bowls are provided.

Deductions will be made to security deposits for any damage or nuisance caused by pets.

## **6. Your obligations**

### 1) You agree to:

- a. Comply with all rules and regulations set out in the guest information folder and with any other regulations necessarily set by us from time to time.
- b. Comply with all conditions relating to pets.
- c. Ensure that such regulations are observed by all members of your party.
- d. Keep the property, fixtures, fittings, equipment and furnishings, including items such as kitchen equipment, crockery and glasses, clean and in good condition during your stay.
- e. Follow the check-out procedure and leave the property as you found it.
- f. Take all possible steps to avoid accidental damage to any part of the property or its contents.
- g. Take all necessary steps to safeguard your personal belongings while at the property. We will not be liable for any loss or damage to your personal belongings during your stay.
- h. Ensure that each member of your party is covered by appropriate travel insurance (including cancellation, flight delays, loss and damage to baggage and other property) and health insurance (including evacuation and repatriation coverage).

### 2) You agree not to:

- a. Cause any damage to the walls, doors, windows or any other part of the property.
- b. Do anything that may be reasonably considered to cause a nuisance or annoyance to us or to any neighbouring properties.

- c. Smoke anywhere inside the Property.
  - d. Leave your pet or children under 12 alone or unsupervised anywhere in or around the Property.
- 3) Only guests included in the booking may stay in the property. You cannot allow more people to stay in the property than expressly authorised, nor can you significantly change the makeup of the party during your stay in the property or take your pet into the property unless agreed by us in writing in advance. If you do so, we can refuse to hand over the property to you or 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 you for any fees already paid to us in those circumstances. Any refund will be at our sole discretion.
- 4) 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.

## 7. Security deposit

- 1) Damage caused by you, any member of your party or your pet will be charged to your refundable security deposit regardless of whether it was accidental or not. This includes, but is not limited to, the cost of replacing broken items, call out fees for tradespeople to make repairs and additional cleaning. However, please note that **your liability for loss or damage resulting directly or indirectly from your actions, those of a member of your party or your pet is not limited to the amount of the security deposit.** If the security deposit is insufficient to cover the cost of the necessary repairs or replacement, you agree to pay the additional cost on presentation of documentary evidence of the cost (this might include, but is not limited to, photographs of the damaged item(s), invoices from qualified tradespeople, insurance assessments).
- 2) Minor breakages will usually be considered normal wear and tear, but you must report any damage before your departure. We operate a strict no-smoking policy. In the event of any member of your party breaching the smoking policy, a charge will be made for additional cleaning and for any damage caused.
- 3) A £100 charge will apply if you take the keys from the property on departure to cover the cost of changing the lock.
- 4) Your security deposit will be refunded, less any required deductions, within five working days of your departure date.

## **8. Lost property**

Any property left after departure will be returned where possible on condition that the cost of postage/carriage is met by you, for example by arranging a courier collection or by providing stamps/postage labels to the appropriate value. Otherwise, items will be held for three months for collection then disposed of or donated to a local charity shop.

## **9. Complaints**

- 1) We do our utmost to ensure that you have an enjoyable, comfortable and trouble-free holiday. If, however, you have any cause for complaint, it is important that you tell us as soon as possible. We cannot resolve problems of which we are unaware. Discussion of any criticisms with us whilst you are at the property will usually enable any shortcomings to be rectified without delay. Complaints of a transient nature (eg difficulty operating the heating) cannot be resolved unless you bring them to our attention at the time.
- 2) 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.

## **10. Limit of Liability**

- 1) 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.
- 2) 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.
- 3) We shall not be liable to you or responsible for:
  - a. any failure in relation to any payment solution provided by a third party; and
  - b. the rejection of any payment of yours by a third-party payment solution provider.
- 4) 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 unlawful for us to exclude or limit, or attempt to exclude or limit, our liability.

## **11. Law and Jurisdiction**

This Booking Contract (including any non-contractual obligations arising under or in relation to this Booking Contract) between you and us is governed by the law of Scotland and we both agree that any dispute, matter or other issue which arises between us will be exclusively dealt with under the jurisdiction of the Scottish Courts.

## 12. Cancellation policy

We understand that unexpected things happen and that occasionally guests must cancel bookings. Should you need to cancel, we will do our best to re-let the property for the dates you booked and, if we are successful, you will receive a full refund less a fee of 10 per cent of the value of your booking to cover the costs of the additional marketing, advertising and administration for re-letting. The security deposit is refunded in full for all cancellations. In the event we are unable to re-let your dates, our cancellation policy is as follows:

<b>Timing of cancellation</b>	<b>Refund applicable</b>
Within 24 hours of your booking being confirmed AND with not less than 60 days until your arrival date.	Full refund of all fees.
60 days or more before arrival	50 per cent of all fees paid by the cancellation date
Between 31 and 59 days before arrival	75 per cent of all fees paid by the cancellation date
30 days or less before arrival	No refund

**Guests should ensure they have appropriate insurance against cancellation for any reason.**

## 13. Miscellaneous

- 1) 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.
- 2) This Booking Contract, together with the Cancellation Policy, contains 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 oral or in writing. No representation, undertaking or promise shall be taken 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 us 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.

- 3) 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.