

Loch Ness Cottage Collection Terms and Conditions

Thank you for choosing to book with us - we hope you will enjoy your stay. The following terms and conditions apply to your booking. They form the terms of a legally binding contract between you as the guest and Jacobite Cruises Limited T/A Loch Ness Cottage Collection. Please read the following conditions of let carefully and ask for an explanation of any point that may be unclear to you.

- 1. Contract:** The Contract for a short-term holiday rental will be between the property owners (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”) 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. 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 21 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.
- 2. Covid 19:** In these uncertain times, it is reassuring to know that if you are unable to travel to take your holiday because of a Covid 19 related national or local lockdown we guarantee you will get a full refund. Please note that the refund guarantee applies only to the address given on the booking at the time of booking being put into a lockdown, and when the travel restriction coincided with the period of your holiday. The refund guarantee covers national and local lockdowns but does not cover you (or members of your party) for being unable to travel because you (or a member of your party) fall ill with Covid, or are required to quarantine or self-isolate. These events can be covered by you taking out travel insurance. There are several policies that include cover for illness with Covid and self-isolation and a lots of bank annual travel policies also cover this. If you or a member of your party develops symptoms of Covid-19 during your stay (a continuous cough, high temperature, or loss or change in taste and smell), it is important that you let us know as soon as possible. Government advice if you suspect you have developed the symptoms of Covid-19 is for you and your party to go home and self-isolate there: “If a guest presents themselves with symptoms or 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 has acute symptoms, has breathing difficulties, or their life is at potential risk, seek medical help immediately.” If you cannot return home for any reason, their circumstances should be discussed with a health care professional and, if necessary, the local authority. **Guests cannot isolate at the property.** It is important to get a test as soon as possible. Visit NHS inform. scot/test-and-protect or call 0800 028 2816. If you need essential help, call the National Assistance Helpline: 0800 111 400 (Mon-Fri 9am-5pm).
- 3. The letting period:** The letting period runs from 4.00pm on the day of arrival to 10.00am on the day of departure. This is to allow time for our cleaners to prepare for the next guests. Entry to the house will be with a key which is retained in a security box on the site. This will be accessible via a security code which will be sent to you prior to arrival.

4. **Reservations and payment of rentals:** A non-refundable booking deposit of 25% of the total rental due is payable immediately (50% booking deposit applies in high season) to secure the booking with the balance to be paid no later than 8 weeks prior to arrival. Bookings made within 8 weeks of holiday date will be paid in full at the time of booking. For Christmas and New Year, a non-refundable deposit of 50% is required. If no deposit is received within 5 days of booking, we will cancel the booking without notification.

5. **Payment:** Payment can be accepted by online banking directly to our bank account (bank details will be provided at time of booking), credit card or debit card.

6. **Confirmation of bookings:** Telephone reservations must be confirmed by payment of deposit, or final balance immediately. Reservations are considered confirmed only on receipt of the booking deposit and subject to acceptance of the reservation.
 - **Online bookings:** When you submit a booking via our online reservation system you will receive an automatically generated booking summary by email to the email address you provide on the booking form. This does not form a contract between us. A contract shall only arise when your booking is subsequently confirmed in writing by email. Prior to that the booking will only be regarded as provisional.
 - **Credit/debit card payments:** For credit/debit card payments, the balance will be taken from the same credit / debit card that was used to pay the deposit. When we receive the balance payment, we will forward your arrival details. Should you wish to pay with an alternative card or payment method, please do so using the link in the confirmation email before the due date or contact us at least 48 hours before the due date for payment. Failure to pay the balance by the due date will be treated as cancellation and no refund will be made.

7. **Cancellation** – In the event of cancellation the deposit is non-refundable. If you cancel 8 weeks or less before arrival or fail to check in, or leave before your due departure date, we reserve the right to retain the full balance paid for the whole of your booking.

All cancellations must be notified to us by email by the guest and received by us before the cancellation charges are confirmed. We strongly recommend that you take out travel insurance which provides for cancellation cover.

THE OWNERS CANNOT BE HELD RESPONSIBLE FOR ANY CANCELLATION CAUSED BY ADVERSE WEATHER CONDITIONS OR THE BREAKDOWN OR CANCELLATION OF ANY FORM OF TRANSPORT

8. **Accuracy of Details:** The brochure and website are as accurate as possible but cannot be warranted, nor do the descriptions form any contract. Whilst every effort is made to ensure accuracy of property descriptions and images, the facilities and services may alter. We reserve the right to alter or improve any of the subjects without notice.

9. **Restrictions on rental:**

- Only those persons agreed in the confirmation letter may occupy the accommodation. If this condition is breached, we have the right to terminate the Contract immediately without refund. Rentals will not be accepted in respect of any client under 21 years old. We reserve the right to terminate the accommodation where all material facts are not disclosed. The accommodation may not be sublet, nor are unauthorised extensions of stay permitted.
- The person making the booking accepts liability for the behaviour of ALL party members and for ensuring that the conditions of the letting agreement are adhered to and for loss or damage to the accommodation and the contents caused during the rental period.
- We reserve the right to refuse to hand over the accommodation to anyone who, in our opinion, is not suitable to take charge of the property. In any such case all monies paid shall be refunded and the contract terminated without further liability.
- We also reserve the right to terminate the contract at any time and remove any person or persons due to improper use, unreasonable behaviour, damage to property or causing or likely to cause annoyance or offence to neighbours. Any refund will be entirely at the discretion of the owners.

10. **Noise and nuisance:** Please consider neighbours. You must not cause a nuisance or disturbance to neighbouring accommodation or behave in an unreasonable way. The playing of music or making any noise which is clearly audible in nearby accommodation is not permitted after 10pm. If we consider that guests are in breach of this policy, then we reserve the right to ask you to leave immediately. You will not be entitled to a refund for the balance of your stay.

11. **Maximum occupancy:** The maximum occupancy for your accommodation is stated on the website. This must not be exceeded, and additional overnight guests must not be accommodated on our property under any circumstances. Breach of this policy will render you liable for further charges, calculated on a pro-rata basis. Alternatively, we reserve the right to ask you to leave immediately. Should you arrive with a group which does not meet these criteria we reserve the right to refuse use of the accommodation.

12. **Right of Entry:** We shall be allowed reasonable right of entry to the property at all reasonable times for purposes of inspection or to carry out any necessary repairs or maintenance.

13. **Occupancy:** Occupancy shall be from 4pm on the day of arrival to 10am on the day of departure – unless special arrangements have been made. We need this time to ensure that the property is ready for your arrival after the previous guests. Late departure may incur a

£50 penalty. The property is let for the purposes of a holiday let to which paragraph 6 of schedule 1 of the Private Housing (Tenancies) (Scotland) Act 2016 applies. 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 a guest of the Responsible Person, deemed unsuitable.

14. **Terms of Use:** On departure, you are requested to leave the accommodation in a clean and tidy condition. This includes washing up, dishwasher emptied, placing rubbish in bin liners, and putting in outside bins, ensuring ovens and barbecue are clean and free from grease. We also request that you strip the beds and place the bedlinen in the clear plastic bags provided in line with our covid cleaning procedures. We reserve the right to make a charge of £35 for extra cleaning if the accommodation is not left in a satisfactory condition.
15. **Security Deposit:** The hirer will keep the property and all furniture, equipment and fittings in or on the property in a like state of repair and cleanliness as at the commencement of the let and will make good any damage, breakage or loss that may occur during the let. Any breakages or damage should be notified to us immediately. If excessive cleaning or replacement of breakages or repairs for any damage is required, at the discretion of the owners, then these additional costs will be levied against the hirer. All bookings will attract a security deposit of £200 against which any repair of damage or excessive cleaning costs or replacement of breakages, can be offset. Your card details will be retained at the time of booking and we will pre-authorise your card for £200 from the period of two days prior to your arrival until four days after your departure. No monies will be taken from your card unless there are extras to be paid for or a breach of any conditions. In the event that the cost of putting right the property owing to damage or negligence by the hirer exceeds the security deposit, then the owners will pursue the hirer for any outstanding amounts.
16. **Holiday Insurance:** We will not be held responsible for the loss or damage to the personal property of guest occupying the accommodation. Personal property, vehicles, their accessories, and contents are left at your own risk. We will not be responsible for any injury or death. All guests are recommended to ensure they have adequate property and personal accident insurance for their holiday.
17. **Smoking:** All our properties are entirely non-smoking, and guests are requested to refrain from smoking anywhere inside the properties.
18. **Pets:** We only accept pre-booked pets in some of our properties. For our pet friendly properties there is a restriction to 2 adult animals. Pets must be healthy, fully house trained and kept under control at all times. Pets should be kept in the kitchen or living area and are not allowed in the bedrooms. Under no circumstances are pets allowed on the beds,

bedding or furniture and should not be left unattended or allowed to annoy neighbours. All fouling should be cleaned up after your pet. You are advised to bring your pets bed and food bowls. Pets will be charged at £30 per pet per stay.

19. **Vehicles:** Your vehicles and their accessories and contents are left entirely at your risk. We will not be responsible for any loss or damage from or to any vehicle from any cause whatsoever other than in the case of a negligence of the proprietors.

20. **Candles:** due to the high fire risk, candles are not allowed in the properties.

21. **Liability:** As far as the law allows, the owners shall not be liable to you or your party for 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. You indemnify the owners 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. You are strongly advised to take out appropriate personal insurance for your holiday.

22. **Cancellation by us or “Force Majeure” (circumstances beyond the control of the owner):** If, for any reason, the accommodation is not available to you on the dates booked due to events beyond our reasonable control for example fire, flood, exceptional weather conditions, epidemics, destruction/damage to the property, 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 accommodation costs based on the time remaining of the booking. This will be the full extent of the liability of the owners. No additional compensation, expenses or costs will be payable.

23. **Adverse Weather:** No liability can be accepted should adverse weather conditions delay your travel plans.

24. **Shortcomings:** Every effort is made to ensure that you have an enjoyable stay. However, if you have any problem or cause for complaint, it is essential that you contact us immediately to give us a chance to resolve it. We value your custom and want you to return. We will always do our best to resolve any problem. We cannot accept liability in relation to any shortcomings or claim of whatever nature if you fail to notify us of any complaint or claim during your holiday and write to us within 28 days of the end of your holiday. Most problems are easily and quickly resolved. If we are not given the opportunity to resolve the issue at the time of your visit, we will not consider a request for refund / remediation following departure.

25. **Exclusion of the Rent Act:** The booking agreement confers the right to occupy the accommodation for the period agreed for holiday purposes only. The terms of the Rent Act (Housing Scotland Act 1988) are excluded.

26. **Privacy Policy:** All data is collected and stored in accordance with the General Data Protection Regulation.

27. **General:** In the event that any individual term or clause stated in these Terms and Conditions of Let is not permissible by law, the remainder of the agreement shall remain valid.