

## 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 42 days before your arrival date.

#### 4) You shall be required to pay an additional, refundable deposit of £150 (the “**Security Deposit**”) as set out in the email confirmation as part of your payment in full or your Balance payment (as applicable).

- 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) When you have only paid the Initial Deposit, you are required to pay the Balance and Security Deposit 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 cancel or amend your booking

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 you. 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, the cancellation policy described in your email confirmation ("**Cancellation Policy**") applies and we will refund any amounts due to you in accordance with the agreed Cancellation Policy (see the full cancellation policy on page 7).

- 3) **It is your responsibility to ensure you have appropriate travel insurance to cover cancellation fees.**

- 4) If:

- a. any fees due from you are not paid in accordance with the timeframes required; 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.

- 5) If we cancel or amend your Booking

We do not expect to have to change your booking once it is agreed, but in some extreme circumstances, we do have to make alterations or, very occasionally, cancel bookings.

If this does happen, we will contact you as soon as possible and inform you of the cancellation or the change to your booking. If we cancel your booking, we will refund you 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).

### 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 your arrival will be delayed beyond 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 for your dog
- b. bag and bin all dog waste

### **2) Dogs must not:**

- a. Be left alone in the house (unless secured in a crate)
- b. Be left 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. Leave the property clean, tidy and in good condition on your departure.
- 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 other occupier of adjoining or 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 of £150 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. A £50 charge will apply if you take the keys from the property on departure to cover the cost of obtaining replacements.
- 3) 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 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. It is extremely difficult, and may be impossible, to resolve problems properly unless we are promptly notified. Discussion of any criticisms with us whilst you are in residence at the property will usually enable any shortcomings to be rectified without delay. Complaints of a transient nature (for example, regarding preparation or heating of the property) cannot possibly be investigated unless you bring them to our attention whilst you are at the Property.
- 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. Covid-19**

- 1) 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 and arrange a test without delay. Visit [www.NHSinform.scot/test-and-protect](http://www.NHSinform.scot/test-and-protect) or call 0800 028 2816 to arrange a test.
- 2) If you suspect you have Covid-19, the current Scottish Government advice is for you and your party to go home and self-isolate there. Specifically, the guidance says:

*“If a guest 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 has acute symptoms, has breathing difficulties, or their life is at potential risk, seek medical help immediately.”*

- 3) If you cannot return home for any reason, you should discuss your circumstances with a health care professional and, if necessary, the local authority.
- 4) If you need essential help, call the National Assistance Helpline: 0800 111 400 (Mon-Fri 9am-5pm).

## **13. Extended stays**

If you request an extension to your stay at the property beyond the duration of your booking, you must pay:

- a. the nightly rate applicable to each of the additional dates your request, regardless of the reason for the extension.
- b. any cancellation charges we incur if your extension results in the cancellation of any other booking.
- c. On the date of your departure, if you delay leaving beyond 10am, you will be liable for EITHER:
  - i. A fee equivalent to 50% of the nightly rate if you are late leaving but do not prevent another guest taking up their booking the same day,  
OR
  - ii. A fee equivalent to the nightly rate, even if you do not stay overnight, if your delayed departure prevents another guest taking up the accommodation the same day.

#### 14. 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 12 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:

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

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

#### 15. 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, contain 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.