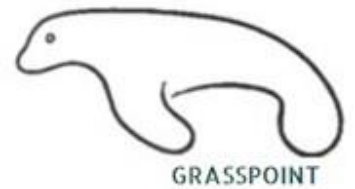


OLD FERRY HOUSE & ARCHIE'S COTTAGE



TERMS & CONDITIONS

1. Acceptance of Conditions to the Contract

PLEASE READ THESE CONDITIONS CAREFULLY, WHEN YOU MAKE A RESERVATION, YOU ARE ENTERING INTO A LEGALLY BINDING CONTRACT THE TERMS OF WHICH ARE SET OUT IN THESE CONDITIONS.

1.1 These Terms and Conditions ("Ts & Cs") form part of the Hire Contract between the Owners, and the Hirer of Property - Old Ferry House, or Archie's Cottage, Grasspoint, Isle of Mull, PA64 6AP.

2. Definitions

2.1 "Hire Contract" means the contract for hire of the Property as a holiday let for the Hire Period and which includes these Ts & Cs;

"Hire Period" means the length of time the Hirer may occupy the Property as a holiday let, as detailed in the booking made by the Hirer.

"Hirer" means the person making and identified in the booking as such;

"Owner" means the proprietor of the Property as detailed in the title deeds for the Property.

3. The Hire

3.1 The Owner and Hirer agree that they have entered into the Hire Contract.

3.2 The Hire Contract gives the Hirer the right to occupy the Property as a holiday let for the Hire Period. The Owner and Hirer agree that the Hire Contract does not constitute a Short Assured Tenancy within the meaning of the Housing (Scotland) Act 1998, or a Private Residential Tenancy within the meaning of the Private Housing (Tenancies) (Scotland) Act 2016. Further, The Hire Period cannot be extended without the permission of the Owner, and the Hirer must be one of the party staying for the Hire Period. The Hire Period shall not exceed 4 continuous weeks.

3.3 Departure & Arrival

Arrival – After 5pm. We must ask you do not arrive prior to the time stated here, to allow the Housekeeper the full changeover period to make the house ready.

Departure – By 10am. Our Housekeeper will arrive shortly after to make the changeover between lets, but please note – our Housekeeper is hired to renew linens and prepare the property for the new arrivals. **Please leave the house as you find it.**

Our Housekeeper is **not expected to**; wash dishes, cutlery or glasses, move furniture to its original position, pick up cigarette ends from the garden, remove rubbish from bins, etc.

On your departure to assist with the safety of our Housekeeper, can we PLEASE ask you to:

- Bedding. Please remove your bed linens, leaving the mattress protector (only) in place, and stack the linens at the foot of each corresponding bed.
- Bins. Please make sure all bins are empty, all rubbish is bagged and in the outside bins
- Fireplaces. If you have used any of the fires, please make sure they are left cleared out, as you find them.

- Appliances. Please ensure the fridge, oven, hob, dishwasher, washing machine are all left empty and clean from your use.

Vacating after 10am may incur a charge equivalent to one day's hire, as entry would be delayed to our new arrivals.

3.4 To comply with fire regulations under no circumstances may more than the maximum number of persons identified on the booking form occupy the property. Further, The Property shall be used as a holiday hire only and for no other purpose. The Hirer shall not use the Property for Stag (bachelor) or Hen (bachelorette) parties, except with the prior written agreement of the Owner or the Agent.

4. Bookings

4.1 Bookings must be made by a person over the age of 18. Bookings will not be accepted from groups of persons under the age of 21 without the prior written consent of the Owner.

4.2 A deposit of 25% of the total value of the booking is required upon booking.

In the event that you have to cancel and we are unable to re-let the week(s) then this will become non-refundable. If we are able to offer you a refund there will be a £30 administration fee. Upon receipt of your deposit we will send you confirmation. Payment of the balance, (along with your security deposit) is due in full, 8 weeks prior to your arrival date.

4.3 Security Deposit – (£200 returnable 7 days after departure)

The client is solely responsible for any damage or breakages that may be caused to the property or its contents during their stay. Whilst we hope that it will not be utilised, we require a refundable security breakage deposit of £200 to be paid with your balance prior to travel. This deposit will be repaid to your party once the Housekeeper has reported no damage and you have returned the keys. We understand that small breakages could occur, and this will be reflected in any retention. Please help us by keeping a list of any breakages. Further, this also relates to damage caused by any dogs in your party.

This may also include additional cleaning costs for removal of stains due to spillages. We reserve the right to retain the security deposit (either in part or full) to cover damage or non-return of keys. Receipts for repairs/replacements will be provided in the unlikely event that such retention of the security deposit is necessary. Further documentation or photographs can be provided if requested.

We reserve the right to pursue a guest for recompense for any and all damages caused which may exceed the value of the security deposit and will require payment within 14 days of being served notice of this.

Assuming receipt of the balance and security deposit, we will send out directions and confirm your arrival details. Failure to pay final balance and security deposit, within 8 weeks prior to your arrival may lead to cancellation of your booking and loss of deposit.

4.4 Bookings made less than 8 weeks prior to the commencement of the Hire Period must be paid in full, at the time of booking

5. Cancellations

5.1 Cancellation by the Hirer

In the event of your party needing to cancel, we will retain the deposit and the following conditions will apply at our discretion.

- Up to 8 weeks – no cancellation charge
- 4-8 weeks – 50% of rate refunded
- 2-4 weeks – 25% of rate refunded
- Less than 2 weeks – no refund

- Any cancellation within the final 2 weeks will regrettably result in loss of the whole booking fee (not including the security deposit)
- Failure to pay the final balance by the due date (8 weeks prior to arrival) may result in loss of the booking and deposit.
- If we do not receive the payment we will endeavour to contact the guest but if we receive no payment or communication, then unfortunately we reserve the right to cancel the booking and retain the deposit. If you do have a problem, PLEASE contact us as soon as possible to discuss the matter.
- We recommend that all guests take out holiday, injury, medical and cancellation insurance cover at the time of booking.

5.2. Cancellation by the Owner

Force Majeure - If for any reason beyond the control of the Owner the Property is unavailable on the day when the booking is due to begin, or the Property becomes unsuitable for holiday letting, the owner will not, accept any liability to the Hirer. Therefore, if suitable alternative accommodation cannot be found, the Hirer shall be entitled to a full refund. The Owner shall only be liable to return monies received. No compensation or consequential losses shall be paid.

6. Events Beyond Our Control

6.1. The owners and their housekeeper accept no responsibility or liability for any loss or damage or alterations to the terms of this booking caused by events beyond our control including, but not restricted to, war, civil commotion, flight delays or cancellations, technical difficulties with transportation, alteration or cancellation or schedules by carriers, adverse weather conditions, fire, flood, industrial dispute or any other event beyond our control. Further, The property is in a rural location and the Owner and the Agent offer no warranty as to availability of television, radio, Wi-Fi, mobile telephone, mobile data or any other communications service.

6.2. Whilst every care is taken to provide an accurate description of the Property, alterations by the Owner are occasionally made to the Property and some aspects may change. The Hirer accepts that no refunds are available for such changes and that no liability attaches to the Agent for any such change.

7. Property & Safety Conditions

7.1 The Hirer undertakes that the Hirer and every member of his/her party shall act in a courteous and considerate manner in respect of their use of the Property throughout the Hire Period. The Owner is entitled to insist that the Hirer, his/her party or any member of said party leave the Property without any refund if, in the reasonable opinion of the Owner the behaviour of the Hirer and/or his/her party is unacceptable. Further, The Owner reserves the right to enter the Property at any reasonable time on giving reasonable prior notice (and at any time without notice in the case of an emergency) to inspect the Property and the Hirer's compliance with these Ts & Cs. These terms include access for any emergency maintenance workers, (or routine gardening).

7.2 Candles are not permitted in the Property save in the event of being required in an emergency.

7.3 The storage and/or use of fireworks are not permitted at the Property except with the prior written consent of the Owner and/or the Agent.

7.4 No smoking is allowed in the Property at any time. No cigarette ends are to be left within the vicinity of the Property.

7.5 The Hirer will make every effort to keep the Property, fixtures and fittings and all contents in the same state of repair and condition as at the start of the commencement of the Hire Period. Further, the Owner retains the right to make an additional charge for cleaning should the Property not be left in a similar condition to that at the start of the hire period detailed in the booking.

8. Bed Linen & Household Items

8.1 Bed Linen

Your Housekeeper will be in touch with you prior to your arrival to ascertain how many bedrooms will be required, (only the beds required will be made up in full, to suit your party).

8.2 Towels

Guests must bring their own hand, face and bath towels as required.

8.3 Additional Household Items

The property is self-catering, but the Owner will provide a few basic items, such as small amounts of the following items: Washing up liquid, Dishwasher tablets, Kitchen Roll, toilet rolls, tea towel, 2 x J-Cloths, etc

8.4 Firelighters, kindling, logs. There will be sufficient to light a couple of fires in each fireplace at the property.

You are welcome to bring your own additional supplies or further supplies can be obtained from the local Spar shop in Craignure or Salen.

9. Pets – Maximum of 2 dogs allowed, £25 per dog, per week

9.1 Dogs are only allowed in the Property subject to the Owner's prior agreement. All dogs must be house-trained and the number of dogs must not exceed what was agreed. Guests MUST tidy up after their pet and not leave any dog mess in the property garden or grounds.

9.2 Dogs must not be left unaccompanied in the Property at any time, to prevent distress or damage, and further, must not be allowed on the furniture in the Property. We respectfully ask that dogs are kept on the ground floor, (except registered assistance dogs) for hygiene and cleaning purposes. A charge will be made for any additional cleaning required as a result of any dog(s) staying at the Property during the Hire Period

9.3 The Hirer shall be liable for all damage caused by his/her dog or any dog belonging to anyone who is part of or who is visiting the Hirer's party.

9.4 The Owner and the Agent cannot be held responsible for any accident or injury to any dog(s).

9.5 The Hirer is expected to bring appropriate dog beds, bedding and towels for the dogs. Please dry off your dog(s) when entering the property in inclement weather. This will minimise dirt and damage to the property. Please use the entrance to the house located next to the drying area.

10. Entry & Keys

10.1 The Housekeeper will be in touch regarding keys and your arrival.

11. Wifi/ TV

11.1 There is no wi-fi supplied at the property. Both EE and Vodafone give you the best signal when using mobile wi-fi

11.2 There is no TV licence at the property.

12. Liability

12.1 No responsibility is accepted by the Owner for any accident, injury or mishap to persons while occupying the Property, or whilst engaged in any activity therefrom. The Owner will not be held responsible for any temporary or unexpected condition of the Property or its services (water, electricity) as a result of extreme weather conditions or other factors out with their control.

12.2 The property is privately owned and neither the owners nor their appointed staff accept any responsibility whatsoever for personal injury, accidents, loss or damage to persons or personal effects, however caused.

13. Complaints

13.1 In the unlikely event of a problem arising whilst you are on holiday, in the first instance, you should immediately contact the housekeeper. The contact details will be within your arrival letter. We will seek to resolve the matter speedily. Your satisfaction IS paramount to us and should you consider that the matter is of a serious nature, you must contact us DURING your stay and not upon your arrival home. If the problem has not been reported during your stay we cannot accept any responsibility.

13.2 Please note that if a refund is accepted by the Hirer, no negative feedback or reviews can be published online by the Hirer after payment has been made, as the matter is deemed to be resolved.

14. Data Protection

14.1 The Hirer agrees that information requested by or provided to the for the purposes of the booking will only be used by the Owner in accordance with the General Data Protection Regulation and for the purpose of the booking and the provision of any services connected thereto, and further agrees that the Owner may use information provided for updating the Owner's records and for contacting the Hirer for marketing purposes.

14.2 The Hirer acknowledges that the Owner is entitled to pass the information to third parties where required to do so by law. Under no other circumstances will your data be shared.