

# Comraich Self-Catering Cottage, Isle of Lewis.

## TERMS AND CONDITIONS

### 1. CONTRACT

These terms and conditions form part of the contract between the Owner and the Customer for the temporary rental of the Property by the Customer for holiday accommodation. The agreed rental of the Property in no way constitutes a relationship of landlord and tenant between the Owner and the Customer and does not confer tenant rights upon the Customer in respect of the Property. Once a Booking Confirmation is made the Parties agree that a contract is made between them in relation to the temporary rental of the Property by the Customer for the Booking Period and the Parties agree that the Booking Confirmation and these terms and conditions form the contract between them for the purposes of the temporary rental of the Property (the "Contract").

### 2. DEFINITIONS

Defined terms used in these terms and conditions shall, unless the context otherwise requires, have the following meanings:

**Arrival Date** means the date on which the rental of the Property begins

**Booking** means the rental by you of the Property for the Booking Period as detailed in the Booking Confirmation

**Booking Confirmation** means a confirmed booking for the Property for the agreed Booking Period made in writing (including email) between the Customer and the Owner pursuant to which a Deposit has been paid and a booking confirmation issued by the Owner to the Customer

**Booking Period** means the period from the Arrival Date until the Departure Date as confirmed in the Booking Confirmation

**Check Out Time** means 11.30 am on the Departure Date

**Contract** has the meaning ascribed to it in Clause 1

**Cost** means the price payable by the Customer to the Owner for the rental of the Property for the relevant Booking Period as confirmed in the Booking Confirmation

**Customer** means the person initiating a booking enquiry and with whom a Booking Confirmation is made and any reference to Customer shall include all guests in the Customer's party staying at the Property during the Booking Period

**Departure Date** means the date on which the rental of the Property ends

**Deposit** means the sum paid by the Customer to the Owner to generate a Booking Confirmation as set out in Clause 4 below

**Manual** means the manual found on and provided to the Customer on arrival at the Property containing instructions on the facilities within the Property

**Owner** means the owner of the Property being the person who confirms any booking with a Customer

**Property** means the holiday rental property owned by the Owner and known as Comraich situated at 13 Back, Isle of Lewis and described on the website with domain name [www.lewis-cottage.co.uk](http://www.lewis-cottage.co.uk)

**Parties** means together the Customer and the Owner

### 3. BOOKING

A booking enquiry shall be made via an enquiry generated by the Customer on the Comraich website, [www.lewis-cottage.co.uk](http://www.lewis-cottage.co.uk) or any other site on which the Property is advertised for rental. The Owner will respond to the booking enquiry by email with a view to agreeing with the Customer the Booking Period, the Cost and the number and make up of the Customer's party. Once these details are agreed the Owner will issue the Booking Confirmation and request payment of the Deposit. Once the Deposit has been paid the Contract is formed. The Owner guarantees the Booking for a period of 5 days from the date on which the Booking Confirmation is issued. If the Deposit is not paid during this 5 day period the Booking is deemed to be forfeited by the Customer and the Owner is at liberty to confirm a booking for the relevant Booking Period with another party.

### 4. PAYMENT

#### (a) Deposit

A deposit of £100 is payable immediately upon a Booking Confirmation being issued by the Owner to the Customer (the "Deposit"). If the Deposit is not paid during this 5 day period the Booking is deemed to be forfeited by the Customer and the Owner is at liberty to confirm a booking for the relevant Booking Period with another party. The Parties agree that the Deposit constitutes a payment towards the Owner's reasonable costs and damages for any damage caused to the Property or its contents by the Customer and is forfeited in full immediately upon any late cancellation by the Customer each as noted in clauses 5, 8 and 15 below.

#### (b) The Cost

The full Cost shall be payable (in addition to the Deposit already paid) 28 days before the agreed Arrival Date or such later date as may be agreed between the Parties if the booking enquiry has been made on less than 28 days' notice (the "Payment Date"). If the Cost is not paid on or before the Payment Date then the booking shall be deemed to have been cancelled by the Customer and the Deposit shall be forfeited in full immediately following expiry of the Payment Date. Details for payment will be given in the Booking Confirmation.

### 5. CANCELLATION

Any cancellation made by the Customer for whatever reason shall be made in writing (which includes email). Where a cancellation is made the Deposit and the Cost will be refunded unless the cancellation notice is received less than 28 days from the Arrival Date in which event the Cost will be forfeited in full. The Deposit will be refunded in such circumstances.

### 6. CHANGES OF DATE

The Owner may, but shall not be bound to, consider a request from the Customer to change the Booking Period after a Booking Confirmation has been issued. The Owner will confirm whether any additional conditions apply to acceptance of such a request. For example the Cost may differ depending on the Booking Period agreed.

### 7. PERIOD OF HIRE

Rentals commence at 3.30 pm on the Arrival Date and terminate at the Check Out Time on the Date of Departure.

## **8. USE OF PROPERTY**

The number of persons occupying the Property must not exceed six. The Property shall be used for personal and domestic purposes only. The Property shall not be used for any commercial purposes. The Owner reserves the right to refuse entry to any or all of the Customer's group if this condition is not observed, and generally in the case of any breach of the Contract by the Customer or anyone in the Customer's group. The Customer will be responsible for ensuring that all guests in their party using the Property during the Booking Period comply with these terms and conditions and failure by any member of the party to do so will be the responsibility of the Customer.

## **9. COMPLAINTS**

Should there be any cause for complaint during the Booking Period it must be notified promptly to the Owner in the manner agreed in the Booking Confirmation and, in the case of serious problems, confirmed in writing.

## **10. BREAKAGES OR DAMAGE**

The Customer will indemnify the Owner, on demand, in respect of all reasonable losses, costs and expenses arising as a result of any damage caused by the Customer or any member of the Customer's group to the Property and/or any and all items provided for the Customer's use (other than consumable items which are provided on a complimentary basis) and/or any theft of such items and/or for any non-standard cleaning costs arising as a result of the Customer's use of the Property. The Owner will retain the Deposit until the Property has been inspected after the Departure Date and if any such damage, theft and/or non-standard cleaning costs arise which amounts to more than the value of the Deposit then the Deposit will be forfeited by you and will count towards the losses, costs and expenses incurred by the Owner as a result of these events. If the losses, costs and expenses arising as a result of any or all of these events are more than the value of the Deposit then the Customer will continue to be bound by the terms of the foregoing indemnity until the relevant losses, costs and expenses are met and the Owner indemnified in full.

## **11. CARE OF THE PROPERTY**

The Customer shall take all reasonable and proper care of the Property and its furniture, pictures, fittings and effects in or on the Property and leave them in the same state of repair and condition and in a reasonably clean and tidy condition at the end of the Booking Period. The Customer shall comply with all instructions with regard to the use of the Property and its fixtures and fittings as notified in the Manual provided to you on arrival at the Property and any instructions found in the Manual or otherwise at or on the Property shall form part of these terms and conditions. No smoking is permitted inside the Property and the Owner reserves the right to claim damages as a result of any cleaning costs or other damage caused by smoking.

## **12. PETS**

Other than registered guide and hearing dogs belonging to those with visual and hearing impairments no pets are allowed at the Property and the Owner reserves the right to claim damages as a result of allowing pets in to the Property including, without limitation, any cleaning costs.

## **13. LIABILITY**

The total liability of the Owner in contract, delict (including negligence or breach of statutory duty), misrepresentation or otherwise, arising in connection with the performance of the Contract shall be limited to a sum equal to the Cost and the Owner shall not be liable to the Customer for any type of indirect or consequential loss or damage, costs, expenses or other claims for consequential compensation whatsoever (however so caused) which arise out of or in connection with the rental by the Customer of the Property. Notwithstanding the foregoing, if the Property becomes unavailable or unuseable for some reason prior to the Arrival Date then the Owner's sole obligation will be to confirm the cancellation of the booking to the Customer as soon as possible and reimburse the Customer in full for the Cost and Deposit already paid to the Owner. Notwithstanding any other provision of this Contract, the Owner shall be entitled to cancel the Contract on short notice and will not be liable in any circumstances as a result of any cancellation other than for the value of the Deposit and Cost paid by the Customer. The Owner will not be liable to the Customer for any damage or losses incurred by the Customer or anyone in the Customer's group. No compensation, costs, expenses or other sums of any description (including without limitation the cost of securing an alternative property/accommodation) will be payable in such circumstances.

## **14. RIGHT OF ENTRY**

The Owner reserves the right of entry to the Property either in person or through the use of agents appointed by the Owner at all reasonable times for the purposes of inspection or to carry out any necessary repairs or maintenance.

## **15. DAMAGE DEPOSIT**

The Deposit will be refunded to you within 7 days from the Departure Date provided that, following inspection, no damage to the Property or its contents or theft of property or unreasonable cleaning costs is determined to have arisen, in the Owner's reasonable opinion, in connection with and due to the Customer's stay at the Property during the Booking Period.

## **16. OTHER ISSUES**

### **Building Work:**

The Owner cannot be held responsible for any building or road works which may be carried out close to the Property during any Booking Period. The Owner will endeavour, where possible, to advise the Customer in advance, should the Owner become aware of any anticipated works, although it is acknowledged that these can occur at any time without prior notice.

### **Special Requests:**

Special requests may be made prior to travel and whilst the Owner will endeavour to meet any special request, compliance with any such request cannot be guaranteed but will be advised. Under no circumstances will special requests requiring the compliance by the Owner of anything not connected to the provision of the facilities as advertised on the website, [www.lewis-cottage.co.uk](http://www.lewis-cottage.co.uk), form part of the contractual arrangement between the Parties and the Owner will not have any liability if any special request is not met, unless this has been guaranteed in writing.

### **Problems During your Stay:**

In the rare event that the Customer has a problem or complaint with the accommodation provided at the Property, please call the Owner or the Owner's agents as quickly as possible so that swift action can be taken. Contact details will be provided in the Manual and/or the Booking Confirmation. If there is no Manual please advise immediately using the contact details provided in the Booking Confirmation.

### **Withdrawal of Facilities:**

Please note that on rare occasions facilities may have to be temporarily withdrawn at short notice during your holiday through circumstances which are beyond the Owner's control. The Owner will use their reasonable endeavours to advise of the withdrawal of any facilities as soon as possible before the Arrival Date.