



Waterfront Cottage, Points of Braes, Ullapool, Ross-shire IV26 2TB, Scotland
www.waterfrontcottage.scot

TERMS & CONDITIONS

Thank you for choosing Waterfront Cottage for your holiday.

These are the TERMS and CONDITIONS of the contract between us:

Definitions:

"the Cottage" : Waterfront Cottage, Points of Braes, Ullapool, Ross-shire IV26 2TB

"Owner" : Angus Bruce, 27 West Shore Street, Ullapool IV26 2UR

"Owner's agent(s)" : any person authorised by the Owner to represent him in dealings with the Holidaymaker (and whose identities have been made known to the Holidaymaker).

"Holidaymaker" : every adult member of the party intending to occupy the Cottage, jointly and severally.

"the holiday" : the total continuous period during which the Holidaymaker will rent the Cottage

"the deposit" : a sum equal to one third of the total rent

The contract is between the Owner and the Holidaymaker, and is subject to the following terms and conditions.

1. *General:* A booking shall not be considered to be complete and no contract shall exist between the Holidaymaker and the Owner until the Owner accepts in writing any booking request by sending a booking confirmation (usually by email) to the Holidaymaker, **and** upon clearance in the Owner's bank of the deposit paid by the Holidaymaker.

2. Payment of rent etc:

2.1. bookings and reservations shall only be negotiated by the Owner on payment of a deposit. The balance must be paid not later than four weeks before the start of the holiday. Failure to do so will constitute cancellation of the holiday by the Holidaymaker.

2.2. if the Holidaymaker books the holiday less than eight weeks from its start, the full rent for the holiday must be paid forthwith upon booking.

2.3 in addition to the rent, the Holidaymaker will be liable to pay a 50.00GBP heating surcharge for the holiday if any part of the holiday falls within the period October to March inclusive. Such sum is payable in advance with the rent.

2.4 if the Holidaymaker chooses to make any payment to the Owner by bank transfer, the Holidaymaker shall bear the transaction costs charged by the sending and receiving banks in relation to such transfer

3. Cancellation or Alterations by the Holidaymaker:

NOTE - the Holidaymaker is encouraged to arrange Holiday Cancellation insurance

3.1. any cancellation by the Holidaymaker (for whatever reason) must be made in writing to the Owner and is only effective upon acknowledgement of receipt by the Owner. If the reason for cancellation qualifies under any of the foregoing reasons: illness, death, accident or jury service of a person in the party which prevents the holiday from taking place / illness, death, accident of the person's husband, wife, child, father, mother / qualifying redundancy / cancellation of leave by HM Armed Forces or HM Police, then the Owner will repay any monies paid by the Holidaymaker as set out below:

If more than 89 clear days notice given of cancellation: all sums paid will be refunded, less £50 administration fee.

If between 0-89 clear days notice given of cancellation: no refunds

3.2. Where there is no qualifying reason for cancellation pursuant to 3.1. herein, the Holidaymaker will not be entitled to the return of any monies paid up to and including the date of cancellation.

3.3. prior to payment of the final balance, where it is possible to accommodate changes to the holiday booking at the Holidaymaker's request, the Owner will charge an administration fee of £35.00

3.4. Where the Holidaymaker has paid the final balance, requests for any subsequent changes to the holiday booking, at the Holidaymaker's request, cannot be considered. Should the Holidaymaker then wish to cancel the holiday Condition 3.2. above will apply.

4. *Unacceptable behaviour.* The Owner is entitled to ask the Holidaymaker to leave the Cottage, without refund of monies paid, if in the reasonable opinion of the Owner the behaviour of the Holidaymaker is unacceptable.

5. *Limitation of Liabilities.*

5.1 Where loss or damage arises from breach of contract, negligence, misrepresentation or otherwise, the Owner shall not be under any liability to the Holidaymaker or to third parties for any loss or damage howsoever arising.

5.2 All exclusions of liability apply only to the extent permitted by law

5.3 If any exclusion(s) or limitation(s) contained in these Conditions is found, in whole or part, to be unlawful, void or for any other reason unenforceable for any purpose(s), that exclusion(s) or limitation(s) or the part(s) in question shall be deemed severable and omitted from these Conditions for that purpose/those purposes. Such omission shall not affect the validity, effectiveness or enforceability of the other provisions of these Conditions.

6. *Website Information.* The information contained in the Cottage website at www.waterfrontcottage.scot is believed to be accurate. Whilst the Owner takes reasonable steps to ensure accuracy, he cannot accept responsibility for errors contained in the website or the results thereof. The Holidaymaker must accept that minor differences between the text and photographs/illustrations and the actual property may arise. All distances and measurements are approximate and facilities may be altered or withdrawn (but not to an extent to affect the enjoyment of the holiday substantially).

7. *Alterations or Cancellation by the Owner.* In the unlikely event, and where the Holidaymaker is not already in breach of these Terms & Conditions, the Owner (for whatever reason) cancels the holiday or advises of a major alteration to the same, the Owner will refund in full all monies paid and be under no further liability.

8. *Number of Persons Using the Cottage.* The number of persons using the Cottage must not exceed the number notified to (and agreed by) the Owner. The Owner is entitled to ask the Holidaymaker to leave if this condition is broken. This will be treated as a cancellation by the Holidaymaker and Condition 3.2. herein will apply.

9. *Pets.* Pets are not permitted inside the Cottage.

10. *Arrival and Departure:*

10.1. Unless otherwise stated on the Booking Confirmation Form, the normal time of occupation is after 4.00pm on the holiday start date, and the Cottage must be vacated by 10.00am on the last day.

10.2. It is incumbent upon the Holidaymaker to make contact with the Owner no later than 48 hours before the Holiday start date to finalise all arrival details including particularly an agreed time of arrival and/or any key collection arrangements. Thereafter, the Holidaymaker must advise the Owner of any arrival delay at the earliest possible moment so that suitable arrangements may be made for later entry. Where delayed arrival prevents the Holidaymaker immediately accessing the Cottage, the Holidaymaker will bear full and complete responsibility for arranging and bearing the cost of any temporary accommodation, or other temporary arrangements made, until access can be affected. The Holidaymaker will also be totally responsible for re-payment of any reasonable costs incurred by the Owner or the owner's agent, arising out of such delayed arrival.

10.3. If the Holidaymaker is unable to arrive at the Cottage by noon on the day following the holiday start date, the Holidaymaker must telephone the Owner so that suitable arrangements may be made for delayed arrival. Failure to follow this procedure will constitute a cancellation of the holiday by the Holidaymaker and condition 3.2. will apply.

10.4. The Owner cannot accept liability for any claim arising out of delayed arrival, or cancellation of the holiday by the Holidaymaker, due to any adverse weather conditions which prevent travel to the Cottage, temporarily or at all.

11. *Holidaymaker's Responsibilities*

11.1.1 the Holidaymaker must keep the Cottage and all furniture, fittings and effects, in or on the Cottage in the same state of repair and condition as at the start of the holiday,

11.1.2 the Holidaymaker must leave the Cottage in the same state of cleanliness and general order in which it was found. Alternatively, the Holidaymaker may elect to pay a cleaning charge of £40 in lieu of this obligation. Unless the cleaning charge has been paid, the Owner will be entitled to make an additional charge to the Holidaymaker if extra cleaning is made necessary as a result of the Cottage being left in a dirty condition upon the Holidaymaker's departure.

11.2. The Holidaymaker will be responsible for all damage or loss which occurs to the Cottage or its contents during occupation, and must notify the Owner forthwith upon any such damage or loss occurring.

11.3. Where the Holidaymaker abuses the Cottage and/or displays rude or offensive behaviour towards the Owner or the Owner's agents or local people, the Owner will be entitled to terminate the holiday and no refund will be due.

11.4. It is the responsibility of the Holidaymaker to make any specific requirements/needs known at the time of booking and to ensure that the Cottage is suitable for such needs.

11.5 Smoking, and vaping of e-cigarettes, is not permitted inside the Cottage.

11.6 The Holidaymaker must take responsibility for his own safety, and the safety of any children staying with or visiting the Holidaymaker at the Cottage. In particular, the Holidaymaker is advised that the Cottage is situated on a sloping plot on a cliff above Loch Broom.

12. *Dissatisfaction*

12.1 It is important to the Owner that the Holidaymaker has an enjoyable holiday at the Cottage and every effort is made to ensure this happens. However, in the unlikely event of dissatisfaction, or any problem with the Cottage, the Holidaymaker must advise the Owner immediately upon arrival, or immediately a problem occurs during the holiday, so that a fair opportunity to rectify any difficulties is given. Should the Holidaymaker fail to follow this procedure then the Owner will place into effect condition 12.2. herein.

12.2. If the Holidaymaker vacates the Cottage prematurely as a result of any alleged dissatisfaction, or makes any form of claim upon return from the holiday, and has not followed the simple procedure above, then no liability for any subsequent claim will be accepted or correspondence entered into.

13. *Broadband*

13.1 The Holidaymaker takes full responsibility for use of the internet over the freely provided wifi broadband connection during the holiday.

13.2 If the broadband connection fails during the holiday, the Owner will take all reasonable steps to ensure that the service is resumed, but the Owner cannot be held responsible for technical failures beyond his control.

14. *Electric vehicles* : Use of the domestic electricity supply at the Cottage to charge batteries in electric or hybrid motor vehicles is prohibited.

15. *Access*. The Owner shall be allowed access to the Cottage at any reasonable time during the holiday occupancy. This shall include access to the gardens to mow the lawns, as necessary.

16. *Prices*. All prices stated in this website are correct at the time of going to press, but may change without notice. The rent stated will not be varied, save in respect of condition 16 hereof.

17. *Taxation*. The Owner reserves the right to vary the rental in the event that council tax, or other property tax, or the level of V.A.T. is increased. The Owner will give at least eight weeks notice to the Holidaymaker of any increase in the rent.

18. *Headings*: these Conditions shall be read and construed without reference to their clause headings, which are included for convenience only.

19. *Legal jurisdiction*. The law governing the contract between the Owner and the Holidaymaker shall be the law of Scotland

20. These booking conditions (updated January 2023) supersede any previous versions.