

# Rental Terms and Conditions

## Definitions:

**Accommodation** – the property booked by the Booking Guest, being Fladda Chuain Holiday Cottage.

**Booking Guest** – the person booking the Accommodation.

**Guest(s)** – person or persons listed on the booking form and staying at the Accommodation.

**Fladda Chuain Holiday Cottage** – the property, surrounding gardens and off-road parking area, will be known throughout these terms as “Fladda Chuain”.

**Owners** – Mairi and John Lamont, the owners of Fladda Chuain.

**Rental Fee** – the total rental charge in respect of a booking of Accommodation, including any charges in respect of pets

## Making a Reservation

A booking can be made via our website ([www.fladdachuain.co.uk](http://www.fladdachuain.co.uk)) or by contacting the Owners by email or telephone to check dates and availability. For bookings made via our website, the Booking Guest will receive an automatically generated booking summary by email. Receipt of the booking summary does not form a contract between the Booking Guest and the Owners. A contract will only arise when the deposit has been paid in full and the Owners confirm the booking via email to the Booking Guest.

A booking will be held for 48 hours without payment of a deposit, after which it will be released. We require a deposit to secure a booking equal to the full Rental Fee. This can be paid via bank transfer or online payment. Any banking fees in respect of payment transfers are the liability of the Booking Guest.

If a booking is cancelled out with 14 days we keep 10% of the booking value.

## **Damages**

Should any damage to the property be incurred during guest stays, we reserve the right to charge any appropriate damage fees.

## **Occupancy**

Accommodation can only be used for holiday purposes and only by the Booking Guest and Guests. The Booking Guest will not sub-let the Accommodation or otherwise allow persons other than Guests to stay at the Accommodation or use Fladda Chuain for camping or any other purpose. Fladda Chuain can accommodate a maximum of 6 people. Maximum occupancy can only be exceeded with the written agreement of the Owners at the time of booking and will incur additional charges. A cot may only be occupied by a child aged 24 months or younger.

All inventory must remain in the property as it was at arrival. No items must be removed.

## **Length of stay**

Bookings are based on a minimum 3-night stay during the peak season and 2-night stay during the off season. Shorter stays may be available at the owners' discretion.

## **Cancellation and non-usage**

Please notify the Owners in writing via email ([fladda.chuain@gmail.com](mailto:fladda.chuain@gmail.com)) if you need to cancel your booking.

Subject to the paragraphs on refunds below, the Booking Guest will be liable for payment of the balance of the Rental Fee 30 days prior to commencement of the stay. If the balance of the Rental Fee remains unpaid less than 30 days before commencement of the stay the Owners will consider the booking to have been cancelled and release the dates.

Unless a booking has been cancelled in writing in accordance with these terms and conditions the Owners are not liable for Guests' non-use of Accommodation due to disruption of transport, weather, illness, industrial action or any other reason beyond the Owners' control and no refunds will be made in respect of such non-usage. Guests should seriously consider having comprehensive travel insurance in place for such events.

Bookings to stay at Fladda Chuain are made in good faith that the Accommodation will be fit for purpose and available for the agreed length of stay. In the event of Accommodation becoming unavailable due to a problem with the property or facilities, or due to circumstances beyond the Owners' reasonable control we have the right to either:

- a. Cancel the booking prior to commencement of the rental period and refund in full all payments made up to the date of cancellation; or
- b. If the rental period has already commenced, terminate your stay prior to the end of the rental period and refund the Rental Fee on a pro rata basis.

The Owners will have no further liability in respect of a cancelled booking in these circumstances.

### **Arrival and Departure**

Accommodation is available from 4pm on the day of arrival. Departure time is 10am. Accommodation must be left clean and tidy upon departure.

### **Services**

The Rental Fee includes provision of the following services:

Electricity and gas. Free Wi-Fi. Where we offer Wi-Fi internet, this is on the basis that we cannot promise that the service will be available constantly and that it is provided for recreational and not for business use. Neither a minimum speed, unrestricted bandwidth nor uninterrupted provision of an internet access service can be guaranteed and we will not be liable for any form of compensation or expenses claimed by any guest in respect of the provision of internet services not being available or failing during your stay.

Bed linen and Towels (for bookings in excess of one week additional linen will be provided).

## **Utility Supply**

The Owners accept no liability for system electrical outages or shortage of water as a result of drought or an act or omission of the relevant utility supply company or for any other reason outside of the Owners' reasonable control.

## **Breakages, Damage and Cleaning**

Please notify the Owners of any breakages or damage before you leave the Accommodation. We do not charge for breakages or damage occurring as a result of normal usage, e.g. a broken cup or glass, but will require payment for breakages or damage resulting from reckless or careless behaviour.

The owner reserves the right to make an additional charge to cover additional cleaning costs if the guests leave the property in an unacceptable condition.

No cleaning services are provided during your stay.

## **Smoking and Vaping**

There is a strict no-smoking or vaping policy throughout the Accommodation. If Guests choose to smoke outside the Accommodation cigarette ends must not be left in the gardens.

## **Pets**

Fladda Chuain is a pet free cottage.

## **Security**

Guests must leave the Accommodation secure when left unoccupied during the period of stay. All windows and doors must be securely shut when the Accommodation is unattended in order to protect it from the changeable weather prevalent on the Isle of Skye.

## **Good Conduct**

The Booking Guest is responsible for ensuring all Guests are aware of these terms and conditions. The Owners expect and require all Guests to treat the Accommodation with respect and to be considerate and not cause a nuisance or disruption to others. The Owners reserve the right to demand immediate vacation of the Accommodation if Guests are not complying with these terms and conditions or where conduct is considered by us to cause, or be likely to cause danger, upset or distress to a third party or be detrimental to the Accommodation or the reputation of Fladda Chuain. No refunds will be made in these circumstances.

## **Injury, Loss or damage**

The use of the Accommodation, grounds, roadway and equipment is at the Guests' risk. Except as required by law, the Owners accept no liability for death or injury to any Guest or the injury, damage or loss of belongings or vehicles, however caused.

## **Acceptance of these terms and conditions**

The Owners will deem payment of a Rental Fee or deposit thereon as acceptance by the Booking Guest of these terms and conditions.

## **Governing Law**

These terms and conditions and any contract entered into hereunder between the Booking Guest and the Owners are subject to the laws of Scotland.

We reserve the right to make reasonable amendments or additions to these terms and conditions without notice.

March 2023

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