#### **Gneiss House - Terms and Conditions**

#### General

This is a legally binding contract between the property owner, Owen Williams and the holidaymaker. The property owner is also referred to as "we" and "us".

The holidaymaker is the person who signs the booking form or, in the case of online booking, the person who makes the online payment. This person is responsible for ensuring all members of the holiday party accept and adhere to these terms and conditions. The holidaymaker is also referred to as "you".

The property referred to being Gneiss House, 3 Quidinish, Isle of Harris, HS3 3JQ, United Kingdom.

## **Holiday Protection**

To minimise the cost and inconvenience of cancelled bookings we would strongly advise you to take out holiday insurance. You may have to forfeit the full cost of your holiday in certain circumstances.

#### **Adverse Travel Conditions**

Where there are ferry/plane disruptions due to bad weather conditions or any form of industrial action, Gneiss House cannot be held responsible for non-arrival or departure from the cottage and no refunds will be given. Should you need to arrange alternative accommodation we will help where possible? In this scenario you would be responsible for the full cost of any alternative overnight accommodation. We strongly advise that all guests have normal travel insurance to cover for this eventuality should it arise.

## **Bookings**

A booking deposit is payable within 3 days of the provisional booking being taken. The booking is taken on a provisional basis until the deposit has been paid in full and funds cleared through the banking system (where appropriate). The booking then becomes confirmed. Until the booking is confirmed, it can be cancelled at any time without prior notice.

The balance of the rental charge, along with the breakage deposit, is payable not less than 8 weeks prior to the start of the holiday. Failure to pay the deposit or balance in full by the due dates will constitute a cancellation of the holiday by the holidaymaker. Please be sure to note the due dates of these payments as reminders are not routinely issued.

Bookings made less than 8 weeks prior to the arrival date must be paid in full at the time of booking.

#### Cancellation by the Holidaymaker

If guests need to cancel a reservation for any reason we must be notified **immediately** in writing (or email). Once we receive this notice, the booking will be cancelled and the dates will be released from the calendar. In the event of a cancellation we will make every effort to re-let the booking. We will retain any deposits and balance payments already paid to us until the property is re-let and will contact guests when we have filled these dates. In this instance, guests will then be reimbursed.

We strongly advise that guests take out insurance cover to prevent the following additional costs.

If we are unable to re-let the property for the same dates, cancellation costs will be incurred as follows:

More than 8 weeks before booking commences your deposit will be forfeited.

Less than 8 weeks you will be liable for the full cost of rental (i.e. deposit & full balance).

## **Cancellation by the Property Owner**

The property owner will endeavour to make sure the stated property is available for the dates contracted. In the unlikely event the property becomes not available and the property owner has to cancel the booking, the property owner will endeavour to find the holidaymaker suitable alternative accommodation. If suitable alternative accommodation cannot be found, the holidaymaker shall be entitled to a full refund. The property owner shall only be liable to return the monies received. No compensation or consequential losses shall be paid.

## Miscellaneous

Whilst every care is taken to provide a true and accurate description of the property, over time, alterations are made and some things do change. The holidaymaker accepts that no refunds are available for such discrepancies.

The property owner reserves the right to enter the property, at a reasonable time, in the event of an emergency or remedial repair work being required.

The property owner is entitled to ask the holidaymaker to leave the property without any refund if, in the property owner's opinion, the behaviour of the holidaymaker and/or his/her party is unacceptable.

The property owner reserves the right to refuse entry to anyone, who in the property owner's opinion is not suitable to or capable of taking charge of the property.

The property owner reserves the right to ask the holidaymaker and their party to leave the property, without refund, should the behaviour of the holidaymaker and/or their party be considered by the property owner to be unreasonable.

#### **Number of Guests**

The maximum number of people entitled to stay at this property is 2 and furthermore, only those people named on the booking form are entitled to stay. If it is found that more people than agreed are using the property, this will be considered a breach of contract and the holidaymaker and his/her party will be asked to leave immediately without any refund. Sub letting or assignation of the let is prohibited.

#### Pets

Pets are allowed in the property subject to the property owner's agreement. All pets must be house trained and the number and type of pet must not exceed what was agreed at the time of booking, otherwise a breach of contract will be deemed to have taken place.

Pets must not be left unaccompanied in the property at any time and must not be allowed on the beds or furniture. The holidaymaker shall be liable for all damage caused by his/her pet or any pet belonging to the holidaymaker's party. A charge will be made for any additional cleaning required. The property owner cannot be held responsible for any accident or injury to a pet during their stay.

# **Arrival and Departure Time**

Every effort will be made to have the property available from 04:00 - 21:00 on the day of arrival. The property must be vacated by 10:00 on the day of departure. Late departure will result in an additional charge being made. Information about keys and how to collect them will be provided once full payment has been received.

## Liability

The property owner takes no responsibility for the personal possessions of the holidaymaker or the holidaymaker's party. Vehicles and possessions are left entirely at the risk of the holidaymaker.

### Cleaning

We would like to think the holidaymaker and party would treat the property as they would their own home and at the end of the holiday the property is left in a clean and tidy condition. The property owner retains the right to make an additional charge for cleaning should the property not be left in a similar condition to the way it was found at the start of the holiday.

## **Breakages**

The holidaymaker should 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 holiday. Any accidental dame or breakages should be reported to the property owner (or their representative) prior to departure. The property owner retains the right to make an additional charge for damage and breakages although it should be noted that minor breakages and reasonable wear and tear (in the opinion of the property owner) will not be charged for.

### Complaints

Every endeavour is made to ensure your stay with us is memorable for all the right reasons. However, we do recognise that from to time things do go wrong. In these circumstances, it is the responsibility of the holidaymaker to make any such problem known to the property owner (or their representative) immediately it becomes apparent, thereby giving the property owner the opportunity to correct the situation. Unless this procedure is followed, no subsequent claim will be entertained.

The property owner will make every endeavour to rectify any identified problems as soon as is reasonably possible.

## **Return of Breakage Deposit**

Your breakage deposit, minus any deductions, will be returned to you within 2 weeks of the departure.

# **Personal Details**

Personal information provided to us will not be shared with any third party.

### **Terms & Conditions**

We reserve the right to change or amend their terms and conditions at any time. By confirming your booking you are agreeing to these Terms and Conditions.