

Terms and Conditions

Moray Holiday Cottages Terms and Conditions

In these terms and conditions the following terms have the following meanings:

Accommodation means the cottage shown in the confirmation invoice or as may otherwise be agreed in writing between the Owner and the Visitor;

Agreement means the agreement between the Owner and the Visitor for the holiday rental of Accommodation on these Terms and Conditions;

The Owner means Colin and Susan Mackay 8 Adam Drive, Forres, Moray IV36 2JN

Visitor means the person named in the confirmation invoice.

Agreement

The making of a booking will form an agreement on these Terms and Conditions between the Visitor and the Owner for the holiday rental of the Accommodation.

The Owner permits the Visitor to occupy the Accommodation for the holiday period shown in the confirmation invoice together with the use of its contents.

Booking and Payment Terms

The total price for your booking (the "holiday price"), and the dates on which the holiday price is payable, will be set out in your confirmation invoice.

For bookings made 6 weeks or more in advance, the booking for a holiday will be effective when a deposit of 20% of the basic rental price has been received by the Owner. Any bookings made 6 weeks or more in advance may be held as provisional bookings for a maximum of 48 hours. The full balance of the total holiday price will be payable not later than 6 weeks before the holiday begins.

For bookings made for a holiday less than 6 weeks in advance provisional bookings cannot be held and full payment must be made at the time of booking.

All payments can only be accepted in Pounds Sterling either by cheque, bank transfer or credit/debit card.

Our cancellation policy

If a visitor wishes to cancel a booking it must give the Owner notice in writing as soon as possible. Cancellation takes effect on the day we receive your written notification. The closer your cancellation is to your holiday start date, the less likely we are to recover the holiday costs by re-selling your Accommodation. Our cancellation charges therefore increase as the departure date approaches. Please see below for details:

Full Payment

Guests will receive:

- a 50% refund of the total cost if they cancel at least eight weeks before the start of the holiday; or
- a 25% refund of the total cost if they cancel up to four weeks before the start of the holiday.
- No refund will be payable if they cancel less than four weeks before the start of the holiday.

Split Payments

If the guest cancels or the balance is not paid on time, the booking deposit cannot be refunded.

If the balance payment is not received at least 4 weeks before the holiday starts, the booking will be automatically cancelled.

If the guest has paid the full balance, they will receive:

- a 50% refund of the total cost if they cancel at least eight weeks before the start of the holiday; or
- a 25% refund of the total cost if they cancel up to four weeks before the start of the holiday.
- No refund will be payable if they cancel less than four weeks before the start of the holiday.

If, following a booking, the full balance is not paid on time, the Owner shall notify the Visitor. If, after 14 days from the date on which full payment is due, full payment has not been received by the Owner then they may cancel the holiday booking and the above cancellation charges will apply, even if that requires extra payment to be made.

Our cancellation policy will be adhered to without exception and we therefore strongly recommend that guests obtain appropriate holiday insurance which will cover them in the event of any losses due to cancellation.

Owner Right to Refuse/Alter

The Owner may, at its discretion, refuse any booking.

The Owner may cancel or alter arrangements made for the Visitor whether before or during the holiday period provided that such cancellation or alteration is necessary:

- Due to circumstances beyond the reasonable control of the Owner; or
- To perform or complete essential remedial or refurbishment works.

If a booking is altered or cancelled by the Owner, it will take reasonable steps to offer a suitable alternative booking at one of their own cottages if available. If The Owner is not able to offer such an alternative or the Visitor does not accept the alternative offered, the Owner will return to the Visitor the relevant proportion of the holiday price paid by the Visitor to the Owner in respect of the Accommodation and will not otherwise be liable for any additional loss caused by such alteration or cancellation.

Change of Booking

Transferred bookings are not normally permitted e.g. a transfer from one cottage to another, a change in the Visitor or a transfer from one date to another.

The Owner may, at its discretion, accept transferred bookings subject to payment of a fee of £35.00 (thirty-five pounds). However, transferred bookings will not normally be accepted within one month of the Visitor's holiday, or from one calendar year to another.

Occupancy & Maximum Numbers of Visitors

Occupation must be limited to the maximum number of persons for the Accommodation stated in the brochure or on the Owner website, in the available beds only — no additional camp beds, tents, caravans or campervans are allowed. The occupation limits are set in line with the level of services available in each cottage. To exceed the maximum number of persons in a cottage overloads the facilities available which are often not designed or capable of supporting additional usage, and can lead to extensive and expensive damage.

As such any over-occupancy is considered to be a serious infringement of the Terms and Conditions and can result in an immediate requirement to vacate the premises, with no refund of monies due, and possible further charges in the event of damage to the facilities caused by excess usage

The Agreement is personal to the Visitor. The Visitor must not use the Accommodation except for the purpose of a holiday by the Visitor and the Visitor's party during the holiday period, and not for any other purpose or longer period.

Arrival and Departure Times

The Visitor and his or her party must arrive after the arrival time (4pm on the first day of the holiday period) and depart before the departure time (10:00am on the last day of the holiday period). Any stay that extends over this period will be subject to a charge being made for additional days.

The Visitor will be issued with a set of keys to the Accommodation on the first day of the holiday period and the Visitor must return them on the last day of the holiday period or the date of departure, if earlier. Failure to do so will incur the cost of a replacement set.

Services

The holiday price will include all charges for water, gas, electricity, or oil.

Liability and Loss of Visitor Property

Any Visitor's property found at the Accommodation and will be returned only if postage charges are paid.

The Owner will not be liable for any loss of property or any other loss or damage caused by it or its agents or contractors.

Pets

Where dogs are permitted then a maximum number of two dogs shall apply. Only well trained dogs are permitted on condition that they are not allowed upstairs, on the furniture, and especially the beds, nor left unattended in the Accommodation. All dogs must be pre-booked with the Owner (by phone, email or in writing) before the holiday commences.

Assistance dogs are permitted in the Accommodation, however the Visitor must notify the Owner of the intended presence of any assistance dogs prior to booking.

Owner Right of Entry

As with any Accommodation, there is a need for ongoing and occasionally unforeseen work in any Accommodation. The Owner and its contractors may enter the Accommodation at any reasonable time for reasonable cause. This includes the need to undertake inspections and audits necessary to operate the business, the undertaking of unforeseen (internal and external) remedial repairs together with any annual external re-decoration for which access to the inside of the Accommodation may be required. External windows and doors may be opened during this process.

The Owner will give the Visitor reasonable notice of such requirements, and aims to restrict the working hours of our contractors to between the hours of 09.00 — 17:00. If this is not possible the Owner will offer you reasonable compensation for any foreseeable inconvenience or loss of enjoyment caused on that day.

Visitor Obligations

The Visitor will be responsible for all payments and for any damage whether caused by the Visitor or his or her party. The Visitor agrees to make his or her party aware of these Terms and Conditions.

The Visitor agrees to keep and leave the Accommodation and its contents in the same state of repair and condition, and in a clean and tidy state as at the commencement of the booking period (reasonable wear and tear excepted).

The Visitor must allow the Owner and/or its agents to enter the Accommodation to inspect the state of it, on reasonable notice, except in emergency when immediate access must be granted. The Visitor must not use the Accommodation or allow its use for any dangerous, offensive, noisy, illegal or immoral activities or carry on there any act that may be a nuisance or annoyance to the Owner or to any neighbours.

The Owner will not tolerate any verbal or physical abuse towards any of its staff or representatives.

The Visitor and his or her party must comply with any reasonable regulations relating to the Accommodation of which the Visitor has written notice. Such regulations will be found in the welcome folder in the Accommodation, typical examples would include any local conditions regarding parking, waste disposal and recycling.

Smoking is not permitted in any part of the Accommodation and the Visitor and any member of his or her party agrees not to smoke inside the Accommodation.

The use of candles or fireworks by the Visitor or his or her party at the Accommodation is strictly not permitted.

Damages

The Owner recommends that Visitors hold personal insurance for accidental damage and personal liability.

If on arrival at the Accommodation you discover that anything is missing or damaged then this must be reported to the Owner immediately otherwise it will be presumed that the damage/loss was caused by the Visitor and a charge will be made.

You agree to comply with the regulations set out in any property manual provided to you and any other regulations reasonably specified by us from time to time and ensure that they are observed by all members of your party. You agree to keep and leave the Property and the furnishings, including items such as kitchen equipment, crockery and glasses clean and in good condition.

You agree not to cause any damage to the walls, doors, windows or any other part of the Property nor to do anything that may be reasonably considered to cause a nuisance or annoyance to us or to any other occupier of adjoining or neighbouring properties. You are responsible for the cost of making good any damage which occurs to the property during your stay within 7 days of departure (reasonable wear and tear excepted) and must inform us as soon as any problems occur so that an assessment can be made.

You agree to take all necessary steps to safeguard your personal property.

You agree to ensure that each member of your party is covered by comprehensive travel

insurance (including cancellation, flight delays, loss and damage to baggage and other property) and health insurance (including evacuation and repatriation coverage).

Water Supply

The Owner cannot accept responsibility for a shortage of water at the Accommodation where this is as a result of a drought, an act or omission of the relevant water services company or for any other reason outside of the Owner's reasonable control.

Comments/Complaints

Every reasonable care will be taken to ensure that the Accommodation is presented to Visitors to a high standard. Should the Visitor find on arrival that there is a problem, or cause for complaint, the Visitor should immediately contact the Owner. Reasonable steps will then be taken to assist the Visitor.

The Owner is committed to ensuring that any problems or complaints the Visitor may have whilst at the Accommodation are resolved efficiently and promptly, but as such must be given the opportunity to do so. Any refusal to notify the Owner immediately or refusal of reasonable rectification may affect the Visitor's right to compensation.

Visitors must provide a contact telephone number and suitable time for the Owner to communicate with them about problems or complaints. Visitors must allow access to the Accommodation by any staff or contractors of the Owner to resolve problems or complaints. If despite contacting the Owner the problem or complaint remains unresolved, the Visitor must contact the Owner again.

Visitors must formally confirm any unresolved complaint in writing; by telephone or by email to the Owner within 28 days of returning from the holiday.

Right to evict

The Owner may terminate the Agreement on notice, and in such case the Visitor and his or her party must leave the Accommodation, (without compensation being payable to the Visitor or any member of his or her party) if:

- This is deemed necessary by the Owner where there is a serious breach by the Visitor of the Agreement or the Visitor's or his or her party's behaviour endangers the safety of other Visitors or members of staff; or
- Any complaints are made of anti-social, unacceptable behaviour or unreasonable breakages or damage occurs or smoking restrictions are not observed.

Governing Law

The construction, validity and performance of the Agreement shall be governed by the law of Scotland, and both parties submit to the non-exclusive jurisdiction of the UK Courts.