

# TERMS & CONDITIONS

## TERMS & CONDITIONS THE CONTRACT

When you submit a booking via our online reservation system you will receive an automatically generated booking summary by email to the email address you provide in the booking form. This does not form a contract between us. A contract shall only arise when your booking is subsequently confirmed in writing by a letter of confirmation by email.

The Contract for a short-term holiday rental will be between the Owners of Tomich Holidays (referred to as “us” or “we”) and the person making the booking and all members of the holiday party (referred to as “you”, “your”, “guests”) under the following booking conditions. Scottish law will govern the Contract. The Contract will be subject to these booking conditions, and must be complied with. The person whose name is on the booking form (referred to as the “Responsible Person”) agrees to take full responsibility for ensuring that all the following Terms and Conditions are adhered to by all members of the party. The Responsible Person must personally stay at the accommodation throughout the holiday and be at least 18 years of age at the time of booking. The names, addresses and ages of all members of the party must be shared with the Owners on request. If any individual term or clause stated in these terms and conditions held to be invalid, impermissible or unenforceable permissible by law, the remaining terms shall be unaffected and shall remain valid.

The Contract will not come into force until we have received the Deposit referred to below. The Contract will be subject to these booking terms and conditions, and must be complied with. The party leader must be at least 18 years of age at the time of booking and prior to arrival we must be provided with a full list containing the names and ages of all guests (which we will hold subject to current data protection laws).

## PAYMENT

Bookings are confirmed on receipt of the booking form and receiving the minimum deposit of £150 or 25%, per week or part thereof. The deposit must be paid within 3 days of the booking being placed. The balance of the rental will be due for payment 56 days before the arrival date. If your payment has not been received 56 days before the commencement date we will assume that you wish to cancel. If the booking is made within 56 days of the arrival date then payment will be due in full. No entry to properties will be allowed without payment, in full, being cleared beforehand. Prices include VAT at the current rate.

## CANCELLATION

Cancellations must be immediately notified to us in writing by email. Once received we will process your cancellation request.

### **Bookings placed after 01 August 2020 and before January 7th 2021**

If you cancel up to and including 2 days before the check-in date, you will receive a full refund of the lodging costs you have paid. Refund payment for cancelled booking will be released back to you within seven days of the original departure date. Cancellations made 1 day prior to, or on the day of check-in will not be eligible for refund.

Example: for a check-in on Friday you could cancel the prior Wednesday before 16.00 and be reimbursed in full, but not on Thursday (1 day prior) or Friday (day of check-in).

### **Bookings placed before 01 August 2020 and after January 8th 2021** are not cancellation protected.

If you cancel up to 56 days before check-in date, you will only receive a deposit refund if we are able to re-let your dates. This may however be less than the amount you paid e.g. if the final letting price was discounted or only some of the days are re-let. If we are unable to re-let, there will be no refund under any circumstances. You will be reimbursed at check-in date of original or replacement booking, whichever has the later arrival date. From 56 days before check-in to the day of check-in, you remain responsible for the full rent and there will be no refund unless we are able to re-let your dates, in which case we will refund you all or part of the sum you have paid, depending on the value of the replacement booking. You will be reimbursed at check-in date of the original or replacement booking, whichever has the later arrival date.

## **CANCELLATION INSURANCE**

Cancellation and holiday insurance is not compulsory but we strongly recommend such insurance to protect against the cancellation penalty. This will give you the peace of mind that you will get your money back if you need to cancel your holiday at the last minute. If you choose not to then you accept responsibility for any loss that you may incur due to your cancellation.

## **CIRCUMSTANCES BEYOND THE CONTROL OF THE OWNER (FORCE MAJEURE)**

If for any reason we have to cancel or terminate your booking due to circumstances beyond our control for example if access is prevented by fire, flood, exceptional weather conditions, epidemics, pandemics, destruction/damage to the property, internet or other communications failure, blocked roads, war/terrorism, nuclear/radioactive disaster affecting us or our property (sometimes referred to as "force majeure") you will be refunded the full amount of the booking. If we have to terminate your holiday early for the above reasons you will be refunded part of the booking fee based on the time remaining of the booking. This will be the full extent of the liability of the Owners. No additional compensation, expenses or costs will be payable.

## **LIABILITY**

As far as the law allows, Tomich Holidays, its employees and representatives shall not be liable to you or your party for loss, damage or injury to you or any of your party or your/their property or vehicles as a consequence of this agreement or the occupancy following thereon. You indemnify Tomich Holidays against loss, damage or injury sustained to the property or any persons as a result of any breach of these conditions or arising from the fault of you or any member of your party. You must take all necessary steps to safeguard yourselves and your property

## **RIGHT OF ENTRY**

We shall be allowed reasonable right of entry to the property at all reasonable times for purposes of inspection or to carry out any necessary repairs or maintenance.

## **ACCURACY OF DETAILS**

The brochure and website are as accurate as possible but cannot be warranted, nor do the descriptions form any contract. Whilst every effort is made to ensure accuracy of property descriptions and images, the facilities and services may alter. We reserve the right to alter or improve any of the subjects without notice.

## **TERMS OF USE**

You may access the property from 16.00 on the day of arrival (earlier arrivals are strictly by arrangement only). Please note that departure is by 9.00am on your final day (again, later departures are strictly by arrangement only). We need this time to ensure that the cottage is ready for your arrival after the previous guests. On departure, you are requested to leave the accommodation in a clean and tidy condition. This includes washing up, dishwasher can be left running, placing rubbish in bin liners and putting in outside wheelie bins, ensuring ovens are clean and free from grease.

The property is let for the purposes of a holiday let to which paragraph 6 of Schedule 1 of the Private Housing (Tenancies) (Scotland) Act 2016 applies. The booking agreement confers the right to occupy the accommodation for the agreed period only. You undertake to use the property solely for its purpose as self-catering accommodation and to accept the Owner's right to refuse access to the accommodation to any person, whether the Responsible Person or guest of the Responsible Person, deemed unsuitable. Causing a nuisance or disturbance to neighbours or any unreasonable behaviour may result in the Owner requiring the Responsible Person or their guests to leave Tomich Holidays.

In the event that you are required, in accordance with guidelines imposed by the UK and Scottish Governments in relation to the disease known as coronavirus disease (Covid-19) and the virus known as severe acute respiratory syndrome coronavirus 2 (SARS-CoV-2), to self-isolate at the property you will be responsible for the cost of (i) any additional nights out with the Holiday Period and (ii) rehousing any booked guests that are displaced as a result of the additional nights required by you in an equivalent property.

## **NUMBER OF PERSONS USING THE PROPERTY**

Under no circumstances may more than the maximum number of persons stated on the [www.tomich-holidays.co.uk](http://www.tomich-holidays.co.uk) website occupy the property, unless by prior arrangement with the Owners, in which case there will be an additional charge at the Owner's discretion. We reserve the right to refuse admittance if this condition is not observed. Any persons other than members of your party must not use the facilities at Tomich Holidays.

## **CARE OF THE PROPERTY**

You are responsible for the property and are expected to take all reasonable care of its furniture, pictures, fittings and effects, in or on the property. You must leave them in the same state of repair and in the same clean and tidy condition at the end of the rental period as at the beginning. You undertake to leave the property secure if left unoccupied during the period of let. You must not use the properties for any dangerous, offensive, noxious, noisy, immoral activities or carry on there any act that may be a nuisance or annoyance to the owner or other neighbouring properties. Smoking is not allowed in any of our properties or shared facilities.

## **DAMAGES & BREAKAGES**

You are legally bound to reimburse us for replacement, repair or extra cleaning costs on demand (although we would not charge you for the odd glass or plate). If you lose a key we will replace it upon you paying for the cutting of a new one.

## **INTERNET ACCESS**

Internet access is provided for guests' use in all cottages and Lodges except the Victorian Dairy. You agree to reasonable and lawful usage of this service. In this remote area, internet is not always reliable or fast.

## **PETS**

We allow dogs, (other pets by arrangement) but only when have they been booked in and paid for. (£25 per dog, per week or part week/per cottage entered). Maximum of 2 dogs per property. Dogs must be house-trained, kept under proper control and not allowed on the furniture, and especially the beds, nor left unattended in the property. Dog hairs are to be removed from carpets and all dog waste collected and disposed of. Dog owners will be held responsible for any damage caused to the property, contents or garden by their dog and for any extra cleaning required. When out walking within the property grounds/estate, you must ensure that dogs are kept on a lead except where indicated. They must not be allowed to disturb livestock, deer or game birds. We reserve the right to seek details of any dogs in advance and to refuse permission for them to be brought to the accommodation for any reason, including if they are considered unsuitable in character, size or behaviour, bark continuously or are liable to be a nuisance or danger to other guests, neighbours, livestock and local wildlife.

## **COMPLAINTS**

Every effort is made to ensure that you have an enjoyable stay. However, if you have any problem or cause for complaint, it is essential that you contact us immediately to give us the chance to resolve it. We value your custom and want you to return. We are on site, and will do our best to resolve any problem.

## **GENERAL**

In the event that any individual term or clause stated in these Terms and Conditions of Let is not permissible by law, the remainder of the agreement shall remain valid.