

## **Culgower House Exclusive Use Terms & Conditions**

Thank you for choosing Culgower House for your holiday.

Please read the following Terms and Conditions that apply to your booking and set out the obligations between you and the Owners. If you have any queries please let us know prior to your booking. A reservation is a legal contract and Culgower House may only be used for holiday purposes. We do not accept stag or hen parties.

Guests are advised to take out travel insurance to cover themselves against the cost of any cancellation they may have to make.

### **1. Definitions**

'Owners' - the owners are John & Catriona Whitfield of Culgower House, Loth, Sutherland, KW8 6HP

'Guest' - parties requesting to rent Culgower House are referred to as 'the Guests'.

'Lead Guest' - the guest whose name is on the booking form

'Booking Form' - the booking form specified by the owners to be completed by the Guests.

'Property' - Culgower House, Loth, Sutherland, KW8 6HP

### **2. Booking**

A reservation can take place by email or telephone. Upon placing a reservation the Guests should complete the booking form and pay the deposit due of £500. A reservation is not confirmed, and no contract exists, until the Owners have received and accepted both the booking form and the deposit. Where a reservation is made less than 4 weeks before the proposed start of the rental, the booking form, the full rental amount and the housekeeping deposit is due in order to confirm the reservation.

After the Owners have received and accepted both the completed booking form and the deposit, a contract exists between the Guests and the Owners. The Guests' completion of the booking form / payment of deposit and the Owners' acceptance of your reservation confirms the Guests' acceptance of these Terms and Conditions. This is a legal agreement which is binding.

If the Owners do not receive the completed booking form and deposit within 3 days of a reservation being made, the reservation will be cancelled.

### **3. Balance of Rental**

Once a booking has been accepted by the Owners, the Guests must pay the balance of rental, together with a housekeeping deposit of £300 (see clause 4 below), 4 weeks before the tenancy commences. If the balance and housekeeping deposit has not been paid by this time the Owners reserve the right to cancel the booking, in which case the deposit will not be returned to the Guests. The Owners will send one email reminder that the balance of the rental and the housekeeping deposit is due.

### **4. Refundable Housekeeping Deposit**

Guests are required to pay a housekeeping deposit of £300 with the final payment, see clause 3 above. This sum will be held to cover any losses, damage and additional cleaning charges that may arise if the property is left in an unsatisfactory condition. The housekeeping deposit less any deductions will be refunded within seven days after the departure date.

### **5. Payments**

Payments will be accepted by credit card, debit card, PayPal or BACS. Any charges levied on the Owners by their Bank for handling dishonoured bank transfers or other dishonoured payments will be passed on to the Guests who are liable to reimburse the Owners in respect of these charges within 7 days of notification from the Owner.

### **6. Authority to Sign**

The Lead Guest completing the booking form certifies that:

- a. They are authorised to agree the booking conditions on behalf of all persons included on the booking form, including those who may be added/substituted at a later date.
- b. They are over 25 years of age and are a member of the party intending to occupy the property.
- c. They agree to take responsibility for the party occupying the property.

## 7. Eligibility

Bookings will not be accepted by the Owners from:

- a. Groups of single persons under the age of 21.
- b. All male or all female parties comprising more than 6 people.

## 8. The Tenancy Agreement

The tenancy gives the Guests the right to occupy the property for a holiday within the meaning of Schedule 1 paragraph 9 of the Housing (Scotland) Act 1988. This is not an 'assured tenancy' in terms of section 12 (schedule 4, paragraph 8) of the Housing (Scotland) Act 1988.

Culgower House is let for a maximum of 2 weeks. Lettings commence at 17:00 hours on the first day of the tenancy and end at 10:00 hours on the departure date. The tenancy period cannot be extended.

If the Guests overstay for any reason and do not vacate the Property by 10:00 hours on the departure date then the Owners may charge the Guest a minimum charge of £250 together with any ongoing costs, losses or expenses arising directly or indirectly from the failure to vacate including without limitation the loss of any booking of the property due to commence at the end of the Guests letting of the property.

## 9. Covid 19

If the Guest or any member of their party suspects they have contracted Covid 19 while on holiday then they must inform the Owners immediately and adhere to the Scottish Government guidance in force at that time regarding what actions to take when an individual displays symptoms of Covid 19.

## 10. The Guests' Obligations

The Guests have the following obligations:

- a. To report to and pay the Owners for any losses or damage to the property caused by the Guests or a member of their party (reasonable wear and tear excluded).
- b. To take good care of Culgower House and leave it in a clean and tidy condition at the end of the tenancy. No cleaning service is provided during the tenancy.
- c. To allow the Owners reasonable access to Culgower House.
- d. To not exceed the total number of people as stipulated in the description of the property or the booking form completed by the Guests at the time of booking.
- e. Not to transfer possession of Culgower House or share it except with members of the party stated in the booking form.
- f. To leave Culgower House secure if left unoccupied at any point during your tenancy.
- g. Not to remove any fixtures, fittings or contents from Culgower House which are the property of the Owners.
- h. Not to use any cosmetics, toiletries or chemicals which may damage the bathrooms, furniture or bed linen.
- i. To not undertake any illegal activities, including illegal use of the internet, cause undue noise or disruption or become a nuisance to occupants of any neighbouring premises - no loud music and strictly no bonfires, fireworks or Chinese lanterns.
- j. To ensure that a cot is only occupied by a child of 24 months or younger.
- k. Not to smoke in Culgower House.
- l. Not to bring pets to Culgower House. Assistance dogs are welcome but should be notified at the time of booking.
- m. Culgower House has two floors. Due to the age of the building we regrettably have no wheelchair access and young children must be supervised at all times.

The Owners reserve the right to charge Guests for additional cleaning/ repairs that may be required if any of the above Obligations are breached, see also clause 4.

## 11. Cancellations

All cancellations must be notified to the Owner initially by telephone or email and confirmed in writing within 7 days of the event that gives rise to the cancellation.

Guests are advised to take out travel insurance to cover themselves against the cost of any cancellation they may have to make.

Should you need to cancel for any reason you will forfeit a portion of your payment, the amount of which is determined by how many days before the holiday start date the cancellation notice is received by the Owners in writing. The charge is as follows:

- 0 to 28 days = 100%
- 29 to 50 days = 50%
- 50 days or more = Deposit.

## 12. Complaints

All complaints must be referred to the Owners during the tenancy to allow remedial action to be taken. In no circumstances can a complaint be raised after the tenancy has ended when the Guest has denied the Owners the opportunity of investigating the complaint and endeavouring to put matters right during the tenancy.

## 13. Non-availability of Property

If for any reason beyond the Owner's control the property is unavailable on the day when the tenancy is due to begin (e.g. due to flooding, fire damage etc.) or the property becomes unsuitable for holiday letting, Guests will receive a full refund of all rents and deposits already paid. The Guest will have no further claim against the Owners.

## 14. Liability

As far as the law allows, the Owners accept no liability for any accident, damage, loss, injury, expense or inconvenience to either person or property which the Guests, or any other person, may suffer or incur arising from, or in any way connected with, the Tenancy. The Owners accept no liability for loss or damage to the Tenants' possessions on the Owners' land or property. Please also refer to clause 17.

## 15. Breach of Contract

If Guests breach any of the above terms and conditions the Owners reserve the right to re-enter the property and terminate the tenancy, without prejudice to the other rights and remedies of the Owners.

## 16. Validity Clause

If any term or provision in these Booking Conditions shall in whole or in part be held to any extent to be illegal or unenforceable under any enactment or rule of law, that term or provisions or part shall, to that extent, be deemed not to form part of this agreement and the enforceability of the remainder of this agreement shall not be affected.

## 17. Force Majeure

The Owners do not accept liability or pay compensation for any loss, damage or expense where our obligations are prevented or affected by reason of force majeure.

Force Majeure means any event which the Owners could not, even with all due care, foresee or avoid such as war or threat of war, riots, civil strife, terrorist activity, epidemic, pandemic, industrial action, natural or nuclear disaster, fire, adverse weather conditions, closure of airports or ports, technical problems with transport, governmental action and all other similar events.

## 18. Web Descriptions

While every effort is made to make web site descriptions as accurate as possible, some of the information contained relates to factors which are beyond the control of the Owners, such as shops, public houses, restaurants etc. Details of such establishments may change without the Owner's knowledge and cannot be absolutely relied upon.

## 19. Governing Law and Jurisdiction

The contract is deemed to have been made at Culgower House, Loth, Sutherland, KW8 6HP. The validity, construction and performance of this Agreement shall be governed by Scots' Law. The Owners and the Guests submit to the exclusive jurisdiction of the Scottish Courts.