



If a cancellation is made:

- up to 48 hours after the booking is made, a 100% refund will be issued (provided the booking is more than 12 weeks away);
- more than 12 weeks before booking commences, the deposit will be forfeited unless the property can be re-let;
- fewer than 12 weeks before the booking commences, the Guest will be liable to pay the full rental cost (deposit + balance) if the property cannot be re-let. If the property can be re-let to another party at the same rate, the Guest will be re-imbursed in full. Where the property can be re-let but at a lower rate, the Guest will forfeit the difference.

Every reasonable effort will be made to re-let the property to allow the Guest to be re-imbursed any monies paid.

### **Travel insurance**

The Owner strongly advises that the Guest takes out a comprehensive travel insurance policy. This gives the Guest peace of mind that they will be able to recover their cost and losses should there be a need to cancel. If the Guest chooses not to have adequate travel insurance in place, then the Guest accepts full responsibility for any costs or loss that may be incurred due to a cancellation.

### **Adverse Travel Conditions**

Where there are travel disruptions due to bad weather conditions or any form of industrial action, the Owner cannot be held responsible for non-arrival or departure from the Cottage or additional costs that may be incurred by the Guest. No refunds will be given. In this scenario the Guest would be responsible for the full cost of any alternative overnight accommodation. We strongly advise that all guests have appropriate travel insurance to cover for this eventuality should it arise.

### **Arrival & Departure**

Check in is from 16:00hrs – unless an earlier time is agreed between the Guest and the Owner prior to the Guest's arrival. Departure must be before 10:00 hrs to allow cleaning to commence prior to the next Guest's arrival. Failure to adhere to these times may result in additional rental charges plus a fee for delayed or hindered access to the property by housekeeping. Please note that in the event that any keys issued are not returned at the end of your stay, then the cost of replacement will be charged to you at a rate of £50.00 per key.

Details of how to access and enter the property will be provided to the Guest shortly before arrival.

The Guest will find an welcome pack inside the cottage.

### **Accessibility/privacy**

The property is accessed via a gravel driveway up the hill past Croft 13, Northton. Vehicles can be parked in the parking area behind the Fulmar Cottage. Parking at the property is for the sole use of the Guest.

## **Conditions of Occupancy**

During the occupancy of the property, the Guest agrees to have full consideration for the residents of neighbouring properties and not to cause any distress by generating excessive noise or antisocial behaviour. The Owner can refuse the Guest or any member of the Guest's party entry or continued occupancy of the property if the Guest, or the Guest's party are behaving antisocially, illegally or if any damage has been or is likely to be caused to the property or the Owners property. Any such actions will be treated as a cancellation by the Guest and the Owner will not be liable for any refund of payments paid, additional compensation, expenses or costs incurred by the Guest or their party as a result of this action and the Owner will be under no obligation to find the Guest or its party alternative accommodation. It is expected that the Guest leaves the property in the same of condition as they found it in.

## **Smoking policy**

The property is strictly no smoking of any sort, including vaping. If guests are found to have smoked within the property and damage is incurred as a result of this (including leaving a lingering aroma) then a penalty fee of £300 will be incurred, payable via the damage security deposit.

## **Damage Security Deposit**

The Owner reserves the right to require a refundable damage security deposit of £300 at the time of booking and paying deposit (this should be paid via a bank transfer). Any such damage security will be refunded within 72 hours of departure subject to the Owner's evaluation. Deductions may be made for damage to the property, its contents or other property or belongings of the Owner.

## **Care of the Property / Breakage, Damage, Theft**

The Guest is responsible for leaving the property clean and tidy. The Guest is also responsible for any loss, breakages or damage. Any breakages or damage, however minor, must be reported immediately by the Guest to the Owner, who will make the appropriate charge for repair or replacement for which the Guest will be liable. The Owner reserves the right for their representatives to enter the property to carry out inspection or repairs. The Guest will be responsible for the cost of any excessive cleaning that may be required following their stay, charged at £50 per hour. The property must be secured if unoccupied.

## **Number of guests**

The maximum number of guests allowed is 4. This can be a combination of adults and children. A lead guest must supply the name, contact details and ages of all guests during the booking process. Children under 18 must be supervised by their parents/guardians at all times.

## **Sleeping arrangements**

There is one king sized bedded room and one twin bedded room. There is no provision for, nor is there space for additional camp beds/folding beds to increase the guest number.

## **Utilities, Linen & Towels**

The property is supplied with pillows, duvets, bed linen, bathroom and kitchen towels. We ask that these items are not removed from the property. Electricity, heating and fuel for the stove are all included in the hire charge.

There are no hidden charges for the provision of utilities, bed linen and towels to the Guest, unless a cleaning or breakages surcharge is necessary if the property is left in an unacceptable condition.

## **Right of Entry**

The Guest must allow the Owner and/or his Agent reasonable access to the property without notice to the Guest.

## **Safety/Liability**

Any issues that the Guest feels are unsafe in or around the property should be raised immediately with the Owner to allow the Owner the opportunity to rectify any issues raised. The Owner shall not be liable to the Guest or any member of their party for any loss or damage to any person or their property arising from the rental of the property however injured.

- No candles must be lit in the property at any time
- No BBQs must be lit inside the property
- Fulmar Cottage is fitted with heat and carbon monoxide detectors for the safety of all guests.
- There are fire blankets in the kitchen and fire extinguisher in the hallway
- There is a rechargeable lamp in the hallway in case of a power cut

## **Facilities / Amenities**

The Owner reserves the right to alter or withdraw without prior notice facilities and/or amenities which have been advertised, where reasonably necessary due to necessary repairs, maintenance or any other circumstances beyond their control. The Owner will notify the Guest as soon as practical of any such changes.

## **Circumstances beyond the control of the Owner**

If for any reason the Owner has to cancel the Guest's booking in advance due to circumstances beyond the Owners control (for example fire, flood, or destruction/damage to the property), the Owner will seek to find the Guest comparable accommodation for the rental period, or will offer alternative dates or refund the full amount of the booking. If the Owner has to terminate the Guest's holiday early for any reason, the Guest will be credited/refunded proportionate part of the rental payment based on the time remaining of the booking.

This will be the full extent of the liability of the Owner and no additional compensation, expenses or costs incurred by the Guest or their party will be payable by the Owner.

### **Force Majeure**

The Owner does not offer insurance or accept any liability to the Guest for losses, additional costs, compensation, expenses, in the event of the property being unavailable due to a non exhaustive list of and including the following examples: adverse weather conditions, ferry or plane cancellations, Guest travel arrangements, natural disasters, terror attacks, acts of war, hijacking, riots, incidents of civil unrest, pandemics, epidemics, virus's or general restrictions on movement imposed by local or national Government, which may prevent the guest arriving at the property.

### **Pets**

Prior to booking, the Guest needs to contact the Owner with the size and number of any dog (maximum one dog). Your pet is not allowed into the bedroom or bathroom and must be kept off the furniture. Pet(s) must not be left unattended in the property at any time. Please also be aware that this is rural area surrounded by livestock and wildlife and it is the Guest's responsibility to keep their pet(s) under control. The property is fully fenced and pet(s) may use the gardens if supervised and any mess is collected and disposed of properly by the Guest.

### **Additional Terms & Conditions Relating To Covid-19**

- Guests should not travel to the property if they are showing any Covid-19 related symptoms.
- In the unlikely event that any Guest develops symptoms of Covid-19 whilst staying at the property, the Owner and the relevant public health authority will need to be informed immediately in accordance with in force requirements at the time of occupancy
- Guests showing signs of Covid-19 whilst staying at property should test themselves via PCR if this is still being offered or LFT and must communicate their test results with the Owner so the correct turnover protocol can be applied.
- In the event that a Guest or one of their party develops Covid-19 during the course of a stay, and the Scottish Government guidelines in place at the time do not permit them to travel home (i.e public travel not allowed) and they are required to self-isolate in the property beyond their intended departure date, the Owner will permit the Guest to extend their stay for the time required by Government guidelines at the time. This will incur a nightly cost at the same nightly/weekly rate as per the original booking. In addition to the extra nightly cost, the Guest will be charged for an additional 3 nights (72 hours), allowing for post infection cleaning procedures required before the property can be used again.
- The owner may need to cancel a booking at short notice due to Covid-19 (e.g. for an outbreak on the island, a return to lock-down, or a previous guest having to self-isolate in the property) If the property becomes unavailable or unusable at any point prior to arrival, the Owner's sole obligation is to confirm the cancellation of the booking as soon as possible and reimburse the guest for all payments made or offer a credit voucher against a future stay. The owner is not liable for any consequential compensation, expenses or costs incurred by the Guest or their party and for this reason

it is strongly recommended to have adequate travel insurance in place prior to travelling.

- Between each Guests' stay, the property and contents will be deep cleaned to reduce the risk of infection. The departure time for guests of 1000 hrs and check in time of 16:00 hrs is to help accommodate the increased cleaning schedule.
- Anyone travelling to a Scottish Island is advised to take a Lateral Flow Test 3 days before they plan to travel and again on their day of departure. Our community is small and fragile and we would ask all our Guests to comply with this request as a condition of their Contract.

The owner will make all Guests aware of the measures taken to comply with Scottish Government cleaning protocols for self-catering properties in the relation to Covid-19 as a check list to reduce the risk of spreading the virus. By proceeding with their booking, the Guest agrees that the owner has taken all reasonable steps to reduce the risk of infection and agrees to these additional Terms & Conditions.

### **Complaints**

Any complaint must be taken up immediately by the Guest with the Owner who must be afforded the opportunity to address the issue raised. The Owner regrets that they cannot take up or be held liable for a complaint after the Guest has vacated the property. Any complaints or disputes raised publicly on social media or otherwise after departure may be liable to legal action from the Owner.

### **Acceptance**

By confirming the reservation details and paying the booking deposit, the Guest agrees to these terms and conditions, and is making an offer to rent the property for the period and cost agreed, by way of a binding contract between the Guest and the Owner.