

The following terms apply:

"Owner", "We", "Us", "Our" shall mean Gask House Farm Holidays.

"Customer", "You", "Your" shall mean the individual who made the booking and who has overall responsibility for it.

"Tenants" shall mean the Customer's party.

"Guest(s)", "Party" shall mean any combination of the Customer and Tenants.

"Booking Date" is the date on which the booking is made.

"Arrival Date" is the date of commencement of the stay.

"Property" is Corrimony cottage or Clava cottage.

These terms and conditions are effective from the **7th October 2023**.

We reserve the right to make reasonable amendments or additions to these terms and conditions without notice.

A. CONTRACT

- The contract for a short-term holiday rental will be between the Owner, the Customer and the Tenants.
- When you submit a booking via our online booking system, you will receive an automatic email to the address you provide on the booking form. This does not form a contract between us. A contract shall only arise once your deposit or payment has cleared, and your booking is subsequently confirmed in writing via a letter of confirmation sent by post or email.

The Owner reserves the right to refuse a booking without giving any reason.

- The contract will be subject to these booking conditions and must be complied with. The Customer must be 18 years of age at the time of the booking, must be amongst the guest party and is responsible for ensuring that all tenants adhere to these conditions.
- The Customer warrants that the properties let are to be used for the purpose of a holiday and so accepts that the letting is a holiday let to which Section 12 (2) and paragraph 8 of Schedule 4 of the Housing (Scotland) Act 1988 apply, namely, "a tenancy the purpose of which is to confer the tenant the right to occupy the house for a holiday."
- In the event that any individual term or clause stated in this contract is not permissible by law, the remainder of the Contract shall remain valid.
- This agreement shall be governed by and construed in accordance with the Laws of Scotland and shall be subject to the jurisdiction of the Scottish Courts.
- This contract does not affect your statutory rights.

B. PAYMENT

- Your booking will only be confirmed following receipt of **20%** of the total as deposit. The deposit is payable at the time of booking. The deposit forms part of the total payment for the property.
- The balance is payable not less than **8 weeks** before the arrival date. If the balance is not received by the stated date, the booking will be cancelled, and the deposit forfeited (subject to cancellation conditions, see below).
- If a reservation is made less than **8 weeks** prior to arrival, the full payment is due at the time of booking.

C. ARRIVAL/DEPARTURE TIMES

The occupancy period commences at 4.00pm on day of arrival and ends at 10.00am on the day of departure.

When departing the property keys should be handed to the owner or posted through the main house letterbox. The right is reserved to charge for an additional day if tenants arrive before 4.00pm or have not left by 10.00am.

D. GUESTS RESPONSIBILITIES

- The total number of people occupying the premises shall not exceed the number stated for the Property i.e., Corrimony Cottage (4 adults), Clava Cottage (2 adults), and only those listed on the booking form can occupy the property. If you wish to invite additional visitors to visit you during your stay, please ask us first. Additionally, and with prior agreement, 1 infant aged 2 or under can be accommodated in each property.

If you exceed these numbers at any point during your stay, we can refuse to hand over the Property to you or we can require you to leave it immediately. We will treat any of these circumstances as a cancellation of the booking by you.

- In accordance with the immigration (Hotel Records) Order 1972, we are required to collect the following information for each guest over the age of 16:

Full Name

Nationality

In addition, if a guest is not British, Irish, or nationals of commonwealth nations:

Passport number and place of issue (or other document which shows identity and nationality).

Details of their next destination (including the address, if known) on or before departure.

Note: diplomats, their family and staff do not have to register.

- You will ensure that you and all Tenants will act responsibly and carefully whilst at the Property, abiding by any property specific house rules and leave the Property, and all things in or at it, in the same state of repair and cleanliness as at the start of your holiday (with the exception of dirty linen).

Before you go please ensure the bins have been emptied, washing up has been done or is in the dishwasher and that your cottage is in a tidy condition, in particular, ovens, hobs, fridges and worktops must be left clean. The blue re-cycle wheelie bins do not take glass so any glass should be taken to the village recycling point or one of the supermarkets nearby.

- You or the tenants cannot sub-let the premises or any part thereof.
- The Customer binds and obliges themselves and the tenants to vacate the hired premises without demand at the termination of the period of hire.
- The Owner has the right to enter the property at any reasonable time for the purpose of inspection, repair work, etc.
- We do not take a 'Good Housekeeping' deposit however guests will be required to pay for any loss damage, breakages or missing items and any cleaning (other than normal cleaning) which is required.

In the following instances there will be additional charges:

- *For breakages, loss or damage.* The Customer shall report any deficiency which they notice on arrival, and any which occurs during their stay. If their fault, the Customer will be liable to pay the replacement cost of the item broken, lost or damaged.
- *Leaving the property, furniture or equipment in a dirty condition.* The properties will be in a clean condition on your arrival and Tenants must leave it in a like condition. The right is reserved to make a charge for additional cleaning if the property has not been left reasonably clean.
- The Customer shall undertake to prevent any member of his / her party from causing a nuisance or disturbance to other residents, neighbouring guests or farm livestock.
- The Customer and tenants undertake to leave the hired premises secure if left unoccupied during the period of let.

- Please park your vehicles in the designated parking space, ensuring cars do not block access to other properties. Parking is limited to 2 vehicles per property.
- We provide a dedicated Electric Vehicle (EV) charging point for the exclusive use of our guests, and you are expressly forbidden to use the domestic electricity supply for this purpose.
 - The charging point is for the use of the booking party only.
 - We do not guarantee availability and unavailability shall not constitute a breach of our booking contract.
 - Use is at the party's own risk and we do not accept any liability for loss or damage sustained by you or your EV as a result of using the charger unless the damage was caused directly by our negligence.
 - You shall be responsible to us for any damage to the charging point or loss suffered by us caused by your use of the charging point.
 - Separate charges apply.
- Sleeping in vehicles, including caravans, parked in or around the property is not permitted.
- The use of drones on or above the property is not allowed without our express written permission.
- Fireworks are not allowed without our express written permission. Night lanterns and candles are expressly forbidden as they are a fire hazard and can cause death or injury to local livestock.
- The undertaking of any type of commercial film, video or photographic project on-site is not allowed without our express written permission.
- If you want to use the services of a third-party supplier in the property (e.g. a private chef or beauty therapist) this must be agreed with us beforehand. If you bring in a third-party supplier without consent, we reserve the right to ask them to leave. We do not accept liability for the activities of these third-party suppliers.
- The Customer undertakes to relieve the Owner from any liability for damage or injury, however caused, by any member of his party.
- The Owner, his agents or employees accept no responsibility for loss, injury or damage to the Customer or any member of the Customer's party or their property, however caused, arising in any manner out of the let of the premises.

E. OWNERS RESPONSIBILITIES

The Owner will ensure that:

- The Property is cleaned and ready for the Guests by the stated arrival date and time.
- Suitable arrangements are made for you to access the Property.
- All Guests are treated with respect and not act in a way which is abusive, violent, destructive, menacing, or harassing towards any Guest at their Property.
- They can be easily contacted (at reasonable times) or will provide you with an alternative first point of contact should you have any concerns or queries during your stay.
- They, and the Property, comply with all applicable laws and regulations (including health and safety and short-term let regulations).
- Adequate liability insurance is in place in respect of the Guests' stay.
- All Guests will have exclusive access to their cottage for the duration of the holiday (although Guests will allow the Owner or any representative access to the Property if reasonably required).

- We operate CCTV cameras on-site, for the sole purpose of protecting our property and the property of our guests. Our cameras monitor only common, external areas such as the driveway and parking area. For further information please contact us for a copy of our privacy notice or our CCTV privacy impact assessment.
- The Owners are not responsible, nor liable, to you (or any Guest) for any events outside the Owner's reasonable control, such as the breakdown of domestic appliances, plumbing, wiring, temporary invasion of pests, building works at adjacent properties, damage resulting from exceptional weather conditions or other unforeseeable circumstances.

F. DOGS

We welcome all well-behaved dogs, provided they are booked in advance at a charge of £20 per animal per week, with a maximum of 2 dogs per cottage.

Failure to notify us in advance, can result in us refusing to hand over the Property to you. We will treat any of these circumstances as a cancellation of the booking by you.

Registered assistance dogs are allowed in all Properties. You must notify us of the intended presence of any assistance dogs, with evidence of registration, prior to making a booking.

If any Guest has an allergy to dogs, please be aware that the Owners cannot guarantee that a dog has not stayed in a particular Property. The Owners cannot accept responsibility for any suffering which may occur as a result of such animals having been present in a property.

The following dog terms apply:

- Whilst properties may be dog friendly, the external areas may not be fully enclosed or dog proof. Guests are responsible for the safety and security of their dogs at all times.
- Dogs must be under strict control at all times while in or at the Property.
- Any fouling must be cleared up without delay.
- The dog owner must bring the dog's bed or basket for sleeping in.
- Dogs must not be left alone in or at the Property or elsewhere at any time.
- Dogs must not lie on beds or furnishings, and hair must be cleared up before departing.
- Dog owners must ensure that their animals are free from parasites and fleas before they occupy the Property. Failure to do so may incur subsequent charges.
- Young dogs (e.g. puppies less than 9 months' old) must be declared to us at the time of booking and authorised by the Owner.
- You will be liable for any damage caused by any Guests' dogs. Any damage is to be reported to the Owner immediately. Any additional cleaning required, that may incur an additional charge, will be at the Owner's discretion.

Pets other than dogs may be allowed at the Owner's discretion. This must be approved prior to making a booking.

If you break these terms, the Owner may notify you that you have broken these terms and may cancel the booking and ask that the Guests leave the Property before the end of the holiday period without compensation, or that they pay an additional, reasonable charge.

G. RESPECT FOR OTHERS

- Guests are requested to respect others' peace and quiet and not make excessive noise or play loud music.

- We operate a “quiet zone” around the cottages from 11pm to 8am where we especially ask for any noise to be kept to an absolute minimum.
- The property is non-smoking / vaping. If smoking or vaping outside, please respect others and dispose of cigarette ends responsibly.
- Please do not leave rubbish or excessive amounts of personal belongings lying outside and use the green and blue bins provided.

H. ENVIRONMENT

- Gask House is an old building in a beautiful rural area. Please therefore expect to meet some wildlife during your stay, including the odd spider, field mouse, bee, wasp, ant or other creature, which may make their way into the property unbeknown to us. There may also be bats that roost in roof spaces and birds that nest under the eaves. If any such creatures do cause an issue, then contact the Owner. However, the Owner reserves the right to take no action if they do not consider the existence of the wildlife to be a threat to health.
- Gask House is a working farm. At certain times of the year there will be livestock on the land and agricultural activities taking place, such as mowing, bailing etc. You are welcome to explore the farm, however, please keep to the side of fields and be respectful of the livestock, especially if you have dogs with you, which must be kept on a lead. Guests are also advised to take care on site with regards to farm machinery, wire and electric fencing, uneven/muddy ground, and streams and ponds. Guests must not enter farm buildings without supervision or climb over gates or fences. Any children under the age of 16 must be accompanied by an adult when exploring the environs of Gask House.
- Gask House is home to the Gask Ring Cairn, a 4,000-year-old historic scheduled monument of Scotland and considered to be of national importance. You are welcome to explore the Cairn, the standing stone and its surroundings. As such it is protected by law from any detrimental activities, including metal detecting and excavation. Please take care on the uneven ground and be aware there are hidden holes and dips in the ground.

I. LIABILITY

Gask House Farm Holidays does not accept any liability in respect of loss or damage to the guest's, their property, baggage, bicycles or other leisure items, car or contents, save to the extent that such loss or damage arises as result of the negligence of Gask House Farm Holidays or their respective employees, agents or sub-contractors.

J. COMPLAINTS

Every effort has been made to ensure that you have an enjoyable and memorable holiday. If however, you have any cause for complaint it is important that remedial action is taken as soon as possible. It is essential that you contact us if any problem arises so that it can be speedily resolved. In our experience, highlighting issues whilst you are in residence will usually enable any shortcomings to be quickly rectified.

K. DATA PROTECTION

Any personal information or details provided by the guests may from time to time be used to contact you with special offers or information about Gask House Farm Holidays and its partner companies. If you would prefer not to receive any of this information please contact: Gask House Farm Holidays, Gask House, Farr, Inverness, IV2 6XG. Tel: 07973 800917. Email: enquiries@gaskhouse.co.uk

L. BROADBAND & Wi-Fi

Gask House Farm Holidays offer a shared broadband internet connection, accessible via a Wi-fi hot spot in the Property, for your reasonable use. Should you choose to access this connection, you are agreeing to the following conditions:

- We accept no risk for any damage done to your computer if you do not take sufficient steps to maintain your own software firewalls or anti-virus software.
- You remain responsible for monitoring access made to the internet by the users of your computer by you and other persons with you at any time, including under 18s. We reserve the right to provide contact information about tenants to the internet service provider or any relevant investigating authority that makes a reasonable request for information. Our judgement will be the sole arbiter of whether the request is reasonable and whether the information will be provided.
- You remain responsible for the security of your own log-on credentials, particularly when connecting to any media or smart devices in the cottages (for example Netflix, BBC iPlayer or Amazon Prime). You must ensure that your account is properly logged off before you vacate the property, and we accept no responsibility if your account is subsequently used by another party.
- We do not levy a charge for the provision of broadband within your rental or on top of such rental. Your rental does not guarantee that broadband will be permanently available or provide a minimum guaranteed connection speed. We will make every effort to ensure that the internet service provider maintains an appropriate service under its terms and conditions, however, should the facility not be available for any period of time for whatever reason we do not provide a refund on the rental.

M. CANCELLATIONS

We will always strive to act in a fair and consistent manner, given the complexity and number of different cancellation scenarios possible. We would like to assure our prospective customers that we will always try to reach a fair and equitable solution should you have to cancel your holiday, due to circumstances outside your control.

- If your booking has to be cancelled because Gask House Farm Holidays is put under government restrictions and has to close and the period of closure covers your booking, you will be refunded in full.
- In the event your given address is put into local/regional lockdown, rendering you unable to travel and the period of restriction covers your booking you will be refunded in full.
- Notwithstanding the above, once the booking has been confirmed, the deposit paid and the seven-day grace period has passed, the deposit is deemed to be non-refundable.
- Notwithstanding the above, once the balance is due and has been paid, the total amount paid is deemed to be non-refundable.
- We do not expect to have to make any cancellation or changes to your booking, however in exceptional circumstances we have the right to do so. If your booking has to be cancelled because Gask House Farm Holidays has to close through Force Majeure, meaning any of the following circumstances which may hinder or prevent the performance by us of the Contract, including but not limited to: (a) acts of God, flood, drought, earthquake or other natural disaster; (b) epidemic or pandemic; (c) terrorist attack, civil war, civil commotion or riots, war, threat of or preparation for war, armed conflict, imposition of sanctions, embargo, or breaking off of diplomatic relations; (d) nuclear, chemical or biological contamination (e) any law or any action taken by a government or public authority, including without limitation imposing a restriction, prohibition, or failing to grant a necessary licence or consent; (f) collapse of buildings, fire, explosion or accident; (g) non-performance by our suppliers or contractors; and the period of closure covers your booking, you will be refunded in full. Notification will be given of

the cancellation as soon as possible and we will promptly refund all payments made for your holiday. Our liability for cancellation will be limited to payments made to us

- In all cases, where a refund is deemed to be permissible, we reserve the right to deduct an amount to cover administration fees and other costs incurred.
- We strongly advise that you take out comprehensive travel insurance to cover cancellations and provide additional peace of mind. If you choose not to, then you accept responsibility for any loss that you may incur due to a cancellation.
- This Cancellation policy applies to direct bookings only. Should you have booked with us via a third party, a different cancellation policy might be in effect, please refer to the operator's T&Cs.

N. DISCLAIMER

The Owners have taken every care to ensure the accuracy of property descriptions on their website and in their brochure and all information is provided in good faith and is believed to be correct.