

No 1. Ardveenish, Isle of Barra
Your Barra Holiday Home

Terms and Conditions
Contact info@barraholidayhome.co.uk



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| Contract |
| If you agree to rent the property from us it may only be under the terms and conditions laid out in this Agreement. |
| Owners |
| Michael & Raymond Buchanan (referred to as “we” or “us” throughout this Agreement) are the owners of No 1 Ardveenish, Northbay, Isle of Barra, HS9 5YA. |
| Signatories |
| The tenant signing the booking form agrees that they are authorised to make this booking on behalf of all those who shall be renting the property - all parties must be named. The signatory must be over 18 years of age and agrees to take full responsibility for the property and the payment of any rental/fees or damages. |
| Bookings |
| We may agree with you to make a provisional booking which we will hold in your name for 1 week and will not accept bookings from other people during that time. A booking becomes firm when we have received your Booking Deposit. The Booking Deposit is non-returnable. |
| Rental Period |
| Unless agreed otherwise in writing, rentals start <u>at 4 pm</u> , and the house must be vacated by <u>11 am</u> on the last day. Failure to depart by this time, unless otherwise agreed, may result in a portion of the Security Deposit being withheld. |
| Payment |
| The total rent for the period is the sum specified in the Booking Confirmation. The Final Payment is due 4 weeks before your stay begins. It will amount to the balance of the rent after deducting the Booking Deposit. We take payment by electronic bank transfer in £ sterling and by Paypal. |
| Cancellation |
| Once a booking has been made and accepted a legally binding contract is entered into, and the tenant will be liable for payment of the full amount of rent. If it is possible to re-let the property for the period of cancellation only the booking deposit will be kept, and the balance of any money paid will be refunded. |
| Good Housekeeping Deposit |
| Payment of a Security Deposit will be required prior to your rental. This is intended to cover the cost of any breakages or damage. The total sum or part of this sum shall be forfeit should any damage to the property fitments furniture or equipment occur or should additional cleaning be required. |

We shall be the sole arbiter of the cost of reparation. We reserve the right to take further action through legal channels additional to this sum.
We will refund your security deposit, less any deductions, within 2 weeks of your departure. Normally, we aim to make this refund much sooner, but there can be occasional delays in obtaining accurate costs or in assessing the cost of repairs.
We will pay the refund direct to your bank account by electronic transfer.

Pets

Pets are not allowed at the property unless you have our agreement prior to your arrival. Please ensure your animal is not left unattended in the cottage and stays off the furniture and carpeted areas. Failure to comply with this request could lead to an exceptional cleaning cost being taken off the security deposit.
Please also ensure that your pet remains within the fenced area surrounding the property. The adjoining land is often used by the village to graze sheep and it is your responsibility to ensure your pet doesn't annoy or distress other animals.

Breakages or Damage

Please advise us immediately of any breakages or damage, or if any of the equipment in the house appears not to function correctly. If you are uncertain how to operate any of the equipment, please ask us.

Cleaning

The property will be clean and ready for your stay when you arrive. At the end of your stay we ask you to leave it tidy and clear of all rubbish. Please put everything you are not taking with you in the bins provided.
If the property is left unacceptably dirty, an exceptional cleaning charge will be deducted from the Security Deposit.

Hazards

You will be staying in a crofting village in the Outer Hebrides. While the property is fenced, the access road is open to animals, in particular sheep. Sheepdogs may also be in use at certain times of the year. Please ensure you always close the gate to reduce the chances of any animals entering the property. If sheep or other animals do get in, please let us know immediately.

Parking

There is an access road that allows you to bring your vehicle directly to the back of the house.

Perishables and Non-Perishables:

Please do not leave any perishable items in the fridge or elsewhere in the house.
The previous occupants may have left some non-perishable goods (tea, coffee, salt, sugar, vinegar, oil, mustard, herbs, spices, bin-bags, detergents, etc). Please use these as you see fit.

Towels

Towels are provided for use in the house. Please note that these are not to be taken outside, nor used at the beach.

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| Internet |
| There is no internet connection at the cottage. |
| Phone |
| There is a mobile phone available in the cottage – you are welcome to accept incoming calls, but please limit outgoing use to emergency use only. |
| Party Size |
| The house may be occupied by no more than the number of people specified in the Booking Confirmation. |
| Right of Access/Inspection |
| Reasonable access should be allowed by the tenants to the owners/representatives of the owners. Reasonable notice shall be given by the owners/their representatives. When a situation could reasonably be considered an emergency no notice is required and access shall be allowed. |
| Withdrawal of Property |
| If the property becomes unavailable for rental we shall strive to give as much notice as possible and shall make effort to find alternative accommodation. The tenants shall be refunded their total rental fee (except under circumstance covered under force majeure). We do not accept any further claim for monies out with this sum. |
| Breach of Contract |
| If you breach any area of this contract the tenancy shall be immediately rescinded. We shall reserve the right to enter the property in order to exercise this right. All persons named in the agreement will be required to leave the premises. In this case we will not be liable to make any payment to you and will retain rental and deposit monies (where damage has been caused). |
| Limit of Liability |
| We shall have no liability for any death or personal injury or for damage to or loss of your personal property occurring during the period of the holiday let. |
| Data Protection and Privacy |
| Information provided on Booking Forms will remain confidential and will not be disclosed to a third party or used for any other purpose. |
| Right to Refuse Bookings |
| We reserve the right to refuse bookings. |
| Law |
| These terms shall be governed by and construed in accordance with Scottish law. In accepting these conditions you agree to submit to the exclusive jurisdiction of the Scottish Courts. |
| The Housing (Scotland) Act 1988 |
| Tenancy is defined by schedule 12(2) and paragraph 8 schedule 4 “a tenancy the purposes of which is to confer on the tenant the right to occupy the house for a |

holiday” The length of the tenancy agreed on booking.

Force Majeure

We shall not be liable for any loss, damage, effect on you holiday suffered by you due to events beyond our reasonable control with regard to our obligations to you No compensation, expenses or any sums of any description shall be payable in these circumstances by us.

Legality of Constituent Part of Contract

Should any part of this contract be deemed out with enforceable law the constituent part shall not be deemed to form part of the contract. This shall not then affect the remainder of the contract.

We hope you have an enjoyable stay!
We welcome any feedback via our website, facebook or visitors book.