

# Auchgoyle Bay Cottage Booking Contract

## General

These terms and conditions (the “Booking Contract”) are between the property owners Brian and Rebecca Barker (“we”, “us” and “our”) and the holidaymaker(s) who book our property known as Auchgoyle Bay Cottage at 4 Lower Achagoyle, Minard, Inveraray PA32 8YD (the “Property”). References to “you” or “your” are references to the person making the booking and all members of the holiday party.

Any Booking is subject to the Booking Contract. This Booking Contract and our confirmation email contain the entire agreement between us and you and forms the basis of your agreement with us so please read them carefully. Nothing in this Booking Contract affects your usual UK statutory rights.

## Making your Booking

You can: book a Property with us by making the payment specified in the initial quote provided to you by us (the “Quote”) once we have accepted your booking request. The Booking shall be made and this Booking Contract shall be effective once the Initial Deposit or full payment has been received by us and you have received an email from us confirming the Booking and including the Cancellation Policy.

If the Quote requires that you: make a payment in full, then you must pay the full amount for the Booking by the due date; or pay an initial deposit (the “Initial Deposit”) followed by a balance payment (the “Balance”), then you must make both payments within the specified time periods.

You may be required to pay a damage deposit (the “Damage Deposit”), cleaning fee and/or any other fees (“Other Fees”) as set out in the email confirmation as part of your payment in full or your Balance payment (as applicable).

You should carefully check the details of the Quote before making any payment to us regarding your Booking, as well as the confirmation email and inform us immediately of any errors or omissions.

## Paying for your Booking

Where you have only paid the Initial Deposit, you are required to send your payment for the Balance and the Damage Deposit and/or Other Fees within a certain period prior to the arrival date specified in the email confirmation (the “Arrival Date”). If you fail to make the balance payment due to us in full and on time we shall be entitled to treat your Booking as cancelled by you and the Cancellation Policy (as defined below) shall apply.

The Damage Deposit may be used for any repair and/or replacement of the Property, furnishings, fixtures and fittings that are necessary after your stay. We will return the Damage Deposit to you following the return of the keys to us, less any deductions in accordance with the conditions listed above.

## If you cancel or amend your Booking

If you need to cancel or amend your Booking you must write to us or email us as soon as possible. A cancellation or amendment will not take effect until we receive confirmation from you. The cancellation policy described in your email confirmation (“Cancellation Policy”) applies to your Booking and we will refund any amounts due to you in accordance with the agreed Cancellation Policy.

In the event that: any balance required from you is not paid in accordance with the timeframes set out in the Cancellation Policy; or you do not arrive at the property within 24 hours of your arrival time without notifying us, then we shall be entitled to treat your Booking as being cancelled by you and the Cancellation Policy shall apply.

### If we cancel or amend your Booking

We would not expect to have to make any changes to your Booking once it is agreed between you and us, but sometimes problems occur and we do have to make alterations or, very occasionally cancel Bookings.

If this does happen, we will contact you as soon as is reasonably practical and inform you of the cancellation or the change to your Booking. If we cancel your Booking, we will refund you any fees you have already paid to us. However, we will not be liable to refund you for any fees you may have paid to any third party in connection with your holiday (including, without limitation, fees for travel, entertainment, activities or insurance).

### The Property

You can arrive at the Property after the time specified by us on the Arrival Date for your holiday and you must leave by the time specified by us on the departure date we give you. We will let you know these times in writing in advance of your stay.

If your arrival will be delayed, you must contact us so that alternative arrangements can be made. If you fail to do so you may not be able to gain access to the Property. If you fail to arrive by midday on the day after the Arrival Date and you do not advise us of your anticipated late arrival, we may treat the Booking as having been cancelled by you and we shall be under no obligation to refund you for fees already paid to us. Please see the Cancellation Policy for further details.

### Your obligations

You agree to comply with the regulations set out in any property manual at the Property and any other regulations reasonably specified by us from time to time and ensure that they are observed by all members of your party. You agree to keep and leave the Property and the furnishings, including items such as kitchen equipment, crockery and glasses clean and in good condition.

You agree not to cause any damage to the walls, doors, windows or any other part of the Property nor to do anything that may be reasonably considered to cause a nuisance or annoyance to us or to any other occupier of adjoining or neighbouring properties.

You agree to take all necessary steps to safeguard your personal property while at the Property.

You agree to ensure that each member of your party is covered by comprehensive travel insurance (including cancellation, flight delays, loss and damage to baggage and other property) and health insurance (including evacuation and repatriation coverage).

You cannot allow more people to stay in the Property than expressly authorised, nor can you significantly change the makeup of the party during your stay in the Property, nor can you take your pet into the Property unless permitted by us in writing in advance. If you do so, we can refuse to hand over the Property to you, or can require you to leave it. We will treat any of these circumstances as a cancellation of the Booking by you and we shall be under no obligation to refund you for any fees already paid to us in those circumstances. Any refund will be at our sole discretion.

You agree to allow us or any representative of ours access to the Property at any reasonable time during your stay for the purpose of essential repairs, in an emergency or to ensure you are complying with this Booking Contract.

## 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. It is often extremely difficult (and sometimes impossible) to resolve problems properly unless we are promptly notified. Discussion of any criticisms with us whilst you are in residence at the Property will usually enable any shortcomings to be rectified straightaway. In particular, complaints of a transient nature (for example, regarding preparation or heating of the Property) cannot possibly be investigated unless registered whilst you are in residence at the Property.

If any complaint cannot be resolved during your holiday, you must write to us or email us with full details within 28 days of the end of your Booking.

## Limit of Liability

Our maximum liability for losses you suffer as a result of us acting in breach of this Booking Contract is strictly limited to the amounts received by us in relation to your Booking. We shall not be liable for any losses which are not a foreseeable consequence of us breaching this Booking Contract. Losses are foreseeable where they could be contemplated by you and us at the time your Booking is confirmed by us.

Your Booking is made as a consumer for the purpose of a holiday and you acknowledge that we will not be liable for any business losses howsoever suffered or incurred by you.

For the avoidance of doubt, we shall not be liable to you or responsible for: any failure in relation to any payments due to the failure of a payment solution provided by a third party; and the rejection of any payment of yours by a third party payment solution provider.

This does not exclude or limit in any way our liability for death or personal injury caused by our negligence or for fraudulent misrepresentation; or for any matter for which it would be illegal for us to exclude or limit, or attempt to exclude or limit, our liability.

## Law and Jurisdiction

This Booking Contract (including any non-contractual obligations arising under or in relation to this Booking Contract) between you and us is governed by the law of Scotland and we both agree that any dispute, matter or other issue which arises between us will be exclusively dealt with by the Courts of Scotland.

## Miscellaneous

You may not transfer your Booking or any rights and responsibilities under this Booking Contract to any other person, without our prior written consent.

If at any time any part of this Booking Contract is held to be unenforceable for any reason under any applicable law, that part shall be deemed omitted and the enforceability of the remaining parts shall not in any way be affected by that omission.

This Booking Contract, together with the Cancellation Policy and our confirmation email contain the entire agreement between us and you relating to the Booking and shall supersede any previous agreements, arrangements or discussions between you and us, whether oral or in writing. No representation, undertaking or promise shall be taken to have been given or be implied from anything said or written in negotiations between you and us prior to receiving the confirmation email except as expressly stated in this Booking Contract. Neither you nor us shall have any remedy in respect of any untrue statement made by the other upon which that party relied in entering into this Booking Contract (unless such untrue statement was made fraudulently) and that party's only remedy shall be for breach of contract as provided in this Booking Contract.

We will not be in breach of this Booking Contract, or otherwise liable for any failure or delay in performance, arising from any circumstances beyond our reasonable control including, without limitation, flood, fire, explosion or accident.

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