

# TERMS & CONDITIONS

BLUE SEA COTTAGE, 16 LOWER MILOVAIG, GLENDALE, ISLE OF SKYE, IV55 8WR

**1. CONTRACT.** The Contract for a short term holiday rental shall be made between you (the Client) and the Owner of the property (Mr Gary Grant). The Contract will be entered into when Caley Cruisers Ltd issues the confirmation form and will be subject to all the following booking conditions:-

**2. PAYMENT.** Unless otherwise stated, a deposit of £150 is payable upon booking. The balance shall be payable 8 weeks before the commencement of the rental. Non-payment of the balance of the rent on or before the due date shall be deemed as a cancellation of the contract by the client. For bookings made less than 8 weeks prior to the commencement of the rental the total fee is payable on sending the booking form. For bookings made less than 6 weeks prior to the commencement of the rental, all payments must be by credit card, cash or bank transfer. No cheques can be accepted.

**3. CANCELLATION.** Any cancellation made by the client for whatever reason shall be in writing and addressed to Caley Cruisers Ltd at the address below. On receipt of notice of cancellation Caley Cruisers Ltd will seek to re-let the property for the period of booking. If Caley Cruisers Ltd succeeds in re-letting the property for the whole period it will refund all monies paid less an administration charge of £20 (plus VAT) per week booked. If Caley Cruisers only succeeds in re-letting the property for part of the period it shall refund an amount equal to the money paid less (i) the rental for the period which is not re-let and (ii) an administration charge of £20 (plus VAT) per week booked. If Caley Cruisers Ltd is unable to re-let the property at all then all monies paid by the client shall be forfeited to Caley Cruisers Ltd. Caley Cruisers Ltd strongly recommend clients to take out Cancellation Insurance.

**4. PERIOD OF HIRE.** Rentals commence, unless otherwise notified, at 4.00pm on the day of arrival and terminate at 10.00am on the day of departure.

**5. NUMBER OF PERSONS USING THE PROPERTY.** The number of persons occupying the property must NOT exceed the maximum stipulated on the website (four persons) and identified in the booking form. Caley Cruisers Ltd reserve the right to refuse entry to the entire party if this condition is not observed.

**6. COMPLAINTS.** Should there be cause for any complaint during the occupation of the property it must be notified immediately to Caley Cruisers Ltd and in the case of serious problems confirmed in writing.

**7. BREAKAGE or DAMAGE.** The client is legally bound to reimburse the Owner for replacement, repair or extra cleaning costs on demand. Please see details at the end of this document for details of the Security Deposit.

**8. CARE OF THE PROPERTY.** The client shall take all reasonable and proper care of the property, its furniture, pictures, fittings and effects in or on the property and leave, them in the same clean and tidy condition and state of repair at the end of the rental period as at the beginning.

**9. PETS.** Pets are not permitted in the property.

**10. LIABILITY.** Caley Cruisers Ltd, its employees and agents shall not be under any liability to the client or any third parties for any loss or damage arising from the breach of contract, negligence, and misrepresentation or otherwise.

**11. WARRANTIES.** Caley Cruisers Ltd does not warrant and is not responsible for the accuracy of any verbal information given or statements made by its servants or agents.

**12. RIGHT OF ENTRY.** A representative of Caley Cruisers Ltd shall be allowed the right of entry to the property at all times for the purpose or to carry out any repairs or maintenance.

**13. CANCELLATION INSURANCE.** You are advised to take out Cancellation Insurance.

All information and statements are made in good faith. However, Caley Cruisers Ltd does not warrant and is not responsible for the accuracy of any information or statements made by representatives. Every effort has been made to ensure that information on our website is correct or at the time of inspection of the accommodation and all this information and statements made by representatives or employees of Caley Cruisers Ltd are made in good faith but without liability.

## SECURITY DEPOSIT POLICY

The property is in excellent condition and it is in good faith that the Owner lets out the establishments and its contents to a third party (the Client) on the understanding that the Client agrees to keep the property and all furniture, fittings, equipment and other contents in or on the property (grounds included) in the same state of repair and condition as at the commencement of the let (reasonable wear and tear is excepted).

It is on that basis that Caley Cruisers Ltd has implemented the security deposit as security during tenancy of the property, the terms and conditions of which are contained below.

## TERMS & CONDITIONS

### of Blue Sea Cottage Security Deposit Policy

**1.** On the day of handover Caley Cruisers Ltd requires a fully refundable security deposit as security during tenancy of the property. Payment of this deposit is to be submitted either face to face at Caley Cruisers Ltd, Canal Road, Inverness, IV3 8NF or over the telephone by debit or credit card, the sum of which is £150. Payment by credit card will incur a 2% surcharge.

**2.** The Client is obliged to provide Caley Cruisers Ltd with his/her credit or debit card details (from a major credit card company) 4 days before the let is due to commence. Access to the property will be denied to all members of the group on non-payment of the security deposit neither Caley Cruisers Ltd or the owner accepts any liability or charges the group may incur as a result of late (or non) entry into the property. This includes failed authorisations that cannot be rectified by the cardholder.

**3.** Provided the property and its effects are left in an acceptable condition as per the Terms & Conditions, excepting normal wear and tear, the security deposit will be refunded (less any credit card or bank transfer charges).

**4.** If the Booking Conditions have not been met, the whole of the deposit will be utilised and any over payment will be reimbursed to the cardholder after repair, replacement or otherwise is completed.

**5.** The security deposit may also be utilised by Caley Cruisers Ltd to discharge any additional charges or surcharges, plus any relevant VAT.

**6.** The Client will be responsible for reimbursing the Owner for the actual costs of any breakage or damage in or to the property, along with any additional costs that may result following the Client's tenancy (ie. additional cleaning). Please note, the security deposit is a nominated sum only and actual costs may be significantly higher.

**7.** The Owner/housekeeper of the property must notify Caley Cruisers Ltd in writing within 48 hours of the Client's departure that a security deposit claim is being raised. In that event Caley Cruisers will attempt to inform the Client, within 48 hours that the security deposit is being withheld. This will be done by phone and/or letter or email (whichever is more practicable in the circumstance) to the addresses given by the Client on the booking form.

**8.** The Owner/housekeeper of the property must then furnish Caley Cruisers Ltd with satisfactory documentary evidence supporting the claim (ie photographs, invoices, receipts, quotations, assessment from the Property Manager) and must mediate with the Client via Caley Cruisers Ltd, the security deposit deduction to be made within 28 days of the Client's departure.

**9.** In resolution of the claim, the difference between the amount deducted and the full amount taken for the security deposit will be refunded to the Client.

**10.** Copies of all invoice/s, relevant paperwork (as described above) and credit card receipt/s will be forwarded to the Client.

**11.** Should a dispute arise regarding additional cleaning that is required following your stay, our policy is that the housekeepers word is final.

**12.** The Client should note that the booking contract is taken out between the Owner and the Client. In damage disputes, Caley Cruisers Ltd acts as a mediator only between the two parties. If the contract is breached and legal action pursued, proceedings will be between the Owner and the Client, not Caley Cruisers Ltd.

**13.** Caley Cruisers Ltd will not accept any involvement in any private action bought by Owners against the Client.