

# Terms & Conditions

## Inverness Holiday Apartments & Skye Holiday Lettings

[www.invernessholidayapartments.com](http://www.invernessholidayapartments.com)

[www.skyeholidaylettings.com](http://www.skyeholidaylettings.com)

- 1. CONTRACT.** This Contract for a short-term holiday rental is made between you (the Client) and the Owner of the property (Mr Gary Grant). The Contract will be entered into when Skye Holiday Lettings or Inverness Holiday Apartments issues the confirmation form and will be subject to all the following booking conditions: -
- 2. PAYMENT.** (Unless otherwise stated) a deposit of is payable upon booking. The balance shall be payable in advance of arrival (usually 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 booking. All card payments shall be processed through Skye Holiday Lettings.
- 3. CANCELLATION.** Any cancellation made by the client, for whatever reason, must be confirmed via email. If the cancellation is received more than 56 days in advance of the reservation, the deposit will be retained Unless otherwise agreed in the booking terms, should the reservation be cancelled less than 56 days in advance the full rental amount will be retained therefore we strongly recommend clients to take out Cancellation Insurance.
- 4. RENTAL PERIOD.** Rentals commence and terminate at the times stated on your booking confirmation. Any potential extension should be agreed in advance (not on the stated morning 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 and identified in the booking confirmation. We reserve the right to refuse entry to the entire party if this condition is not observed. On check-in (or during your stay) we may ask for photo ID and to see the card the reservation was paid with by so please ensure these are available should it be requested.
- 6. COMPLAINTS.** Should there be cause for any complaint during the occupation of the property it must be notified immediately to the owner / property manager (details of which can be found at the accommodation).
- 7. 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. **Smoking is not permitted inside the property and a charge of £200 will apply should it be evident that this policy has been breached.**
- 8. BREAKAGE or DAMAGE.** The client is legally bound to reimburse the Owner for replacement, repair or extra cleaning costs on demand, along with any additional costs that may result following the Client's tenancy (ie. additional cleaning). The Owner/housekeeper of the property will furnish the Owner with satisfactory documentary evidence supporting the claim (ie photographs, invoices, receipts, quotations, assessments).
- 9. PETS.** Pets are not permitted in the property.

10. **LIABILITY.** Except where otherwise specified in these Booking Conditions, Gary Grant cannot accept liability for any damage, expense, injury, death or loss of any nature whatsoever suffered by any person(s) from any cause whatsoever other than in the case of proven negligence. This clause does not attempt to exclude negligence or breach of statutory duty.

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

12. **AVAILABILITY.** Your reservation is accepted on the basis that your accommodation will be available for your use in accordance with these Booking Conditions on your agreed start date. Should this be not possible for reasons beyond our control and your booking therefore has to be cancelled (which we have the right to do) we will offer to transfer your booking to another date, accommodation or offer a full refund. We regret that we cannot pay any compensation or meet any expenses or costs you may incur as a result of any such cancellation or change and therefore recommend you have Personal Holiday Insurance in place to cover this eventuality.

13. **UNREASONABLE BEHAVIOUR.** We have the right to refuse to allow entry to the accommodation to any person who in our opinion, due to irresponsible behaviour which is causing (or is likely to cause) danger or disturbance to any other person(s) or damage to any property. Any suspected illegal conduct will be reported to the police immediately. In this situation Inverness Holiday Apartments / Skye Holiday Lettings will have no further responsibility or liability and no refunds will be made or expenses met.

12. **RIGHT OF ENTRY.** A representative of Inverness Holiday Apartments / Skye Holiday Lettings shall always be allowed the right of entry to the property for the purpose or to carry out any repairs or maintenance and if necessary, to check that the accommodation is being used solely for the purposes of holiday accommodation.

13. **YOUR VEHICLE.** Your vehicle, its accessories and contents are parked entirely at your own risk.

14. **MARKETING INFORMATION.** All information and statements are made in good faith. However, Gary Grant does not warrant and is not responsible for the accuracy of any information or statements made by other representatives. Every effort has been made to ensure that information on the Skye Holiday Lettings or Inverness Holiday Apartments website is correct.

15. **COVID-19.**

**15.1 Suspected Guest Covid-19 cases and guest self-isolation:**

Guests that develop or arrives with Covid-19 symptoms the Scottish Government guidance states that:

In the event that a guest develops symptoms whilst staying away from home, they should immediately book a test through NHS Inform

<https://www.nhsinform.scot/self-help-guides/self-help-guide-access-to-testing-forcoronavirus>

or, if you can't get online, by phoning **0800 028 2816**.

In accordance with Test and Protect,

<https://www.nhsinform.scot/campaigns/testand-protect>

people with symptoms are required to self-isolate for at least 10 days, and everyone in their household should isolate for 14 days. If the test is negative, everyone can end isolation. If the test is positive, everyone should continue to isolate, and the NHS Test and Protect team will be in touch to start contact tracing.

Those contacted through the Test and Protect programme will be required to self-isolate for at least 14 days.

If guests who are isolating can travel home safely to isolate, avoiding the use of public transport, **they should do this**. In the event that this is not possible, the guest should discuss this with the NHS Test and Protect team.

The guest can call the National Assistance Helpline on **0800 111 4000** if they need help to isolate and cannot arrange it themselves or through friends and family.

Any guest that develops symptoms while staying at the property or arrives at the property with Covid-19 symptoms is to **immediately** contact the owner, leave the property and return home if possible.

### **15.2 Guests Self Isolation Liabilities.**

Any guest that develops symptoms while staying at the property or arrives at the property with Covid-19 symptoms and cannot for whatever reason leave the property as per Scottish Government guidance, to return home, guests **shall be liable for payment** for any addition nights plus an extra night for additional cleaning, over and above their original booking duration. The rate for any additional nights, will be as advertised on our website.

If additional nights over and above the original booking, impacts on another booking due to arrive at the end of their stay and you cannot find other accommodation with support from friends or family, the guest should discuss this with the NHS Test and Protect team. There is assistance available for those who may need help to isolate via the **National Assistance Helpline on 0800 111 4000**. This helpline routes the person through to the local authority support team who, in discussion with the individual and the local health protection team, will help identify alternative isolation accommodation. If alternative accommodation is not immediately available a guest can stay at the property, but is also **liable for any additional costs** that the owner incurs to provide the next guests with alternative accommodation to the same standard.

### **15.3 Government Policy Change.**

If **prior to your arrival**, the Scottish Government policy, regarding travel and accommodation changes, that results in your holiday having to be cancelled, we will offer the following:

- An alternative date for a future holiday (additional charges may apply)
- Issue a voucher to be used against a future holiday
- Issue a full refund

If **prior to your arrival**, your local Government policy regarding travel and accommodation changes, 30 days prior to the start of your holiday, that results in your holiday having to be cancelled, we will offer the following:

- An alternative date for a future holiday (additional charges may apply)
- Issue a voucher to be used against a future holiday

If **during your stay**, the Scottish Government policy or your local government policy regarding travel and accommodation changes, that results in your holiday having to be curtailed, we cannot offer a refund, alternative dates or voucher for any unused portion of your holiday.

If **during your stay**, the Scottish Government policy or your local government policy regarding travel and accommodation changes, that results in the guest being unable to leave the property, the guest **shall be liable for payment** for any addition nights over and above their original booking duration. The rate for any additional nights, will be as advertised on our website. Additional housekeeping and laundry changes, each week, may not be available, no discount will be offered in this scenario.

**16. DATA PROTECTION POLICY.** In order to process your booking and to ensure that your holiday arrangements run smoothly and meet your requirements, we need to use the information you provide, such as name, address, phone number and email address. We take full responsibility for ensuring that proper security measures are in place in accordance with the data protection regulations to protect your information. The information may also be provided to security or credit checking companies, or public authorities such as customs or immigration if required by law. However, we will not pass any information on to any person who is not responsible for part of your holiday arrangements. Please note: If we cannot pass this information to the relevant suppliers, we cannot provide your booking. In making this booking, you consent to this information being passed on to the relevant persons. Your data controller is Gary Grant. You are entitled to a copy of your information held by us. If you would like to see this, please contact us in writing (email acceptable).

**Published July 2020 and applicable until new Conditions of Hire are published. Cancels all previous issues. Gary Grant, Cnoc Beag, Drumnadrochit, IV63 6XS.**