

# **TERMS & CONDITIONS and BOOKING FORM**

## **DRUIM BUIDHE COTTAGE, KILORAN BAY, COLONSAY**

### **Terms and Conditions**

Druim Buidhe cottage is let under Section 12 (2) and Para.8, Schedule 4 of the Housing (Scotland) Act 1988. This means that it is to be used for holiday lets only and may not be sub-let. The maximum number of visitors permitted is eight which is inclusive of children. Caravans or tents are not allowed.

#### **Bookings**

1. Druim Buidhe cottage may be booked for periods of one week to four weeks with occasional short let (minimum 2 nights) lettings agreed by arrangement when availability arises.
2. Letting weeks are geared to Ferry arrival and departure times: During the Summer timetable (between late March to late October each year) these are Friday to Friday with a 19.20 arrival and a 19.35 ferry departure respectively. Checkout on departure day is therefore by 2 pm at the latest; During the winter timetable - the ferry on Friday arrives at 12.20 and departs 12.50 so you need to vacate the property by 8.30 a.m. If no-one is coming in immediately after you, you will not need to vacate until you leave for the ferry. [*Please check the Ferry timetable with CalMac ferries to get exact dates for change over from winter to summer timetables – you can view this on the Colonsay website at [www.colonsay.org.uk](http://www.colonsay.org.uk)*] Note there is an air service from Oban which started in 2008 currently at 2010 flights are restricted to Tuesdays and Thursdays (twice each day first and last thing via Islay). There are occasional weekend flights as well but may only be in the summer.
3. Provisional bookings can be held for 5 working days and will only be confirmed after the receipt of a letter and the deposit, which should be 20% of the holiday cost. This deposit is non-returnable. Cheques should be made out to: Fiona Griffiths and sent to 98 Hayes Road, Bromley, Kent BR2 9AB. If you want to pay by Bank Transfer please let me know by email or telephone and I will let you know the details.
4. Bookings, for the weeks requested, are subject to the accommodation still being available when your booking letter and deposit are received.
5. The booking letter, signed by you, the applicant/hirer, together with our acceptance of a deposit, will constitute a contract.
6. The rental is to be paid in full not less than six weeks before the starting date of your holiday. You will be notified of the date by which the final payment should be made when acknowledging your deposit payment. If we do not receive the balance rental by this date, we will consider the reservation to be cancelled and the deposit will be forfeited and the week/weeks booked will become available for re-letting.
7. The cottage is let fully furnished and equipped with bed linen and towels (which should not be removed from the cottage). Service charges are all inclusive in the rental fee.

#### **Cancellation**

8. Notice to cancel a booking is to be in writing and sent by Recorded Delivery. Provided the notice of cancellation is received not less than six weeks before the start of your holiday, as provided above, only the deposit will be forfeited.
9. If however notice to cancel has not been received by the time specified and we are, in addition, unable to re-let the accommodation for the same period at the same rate, then you will be liable to pay the total cost of the booking. However, every endeavour will be made to re-let on the hirer's behalf, although a small administration charge will be deducted from any rental refunded.

#### **Cancellation Insurance**

10. We strongly recommend that you take out insurance to protect yourself against financial loss in case you are obliged to cancel your holiday. This is more important than if you were booking a holiday on the mainland as unusual weather conditions can upset ferry arrivals and departures. We will try and accommodate any situation but cannot be held responsible for holidays that may have to be cut short or lengthened.

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**Occupancy**

11. You, the hirer, are to stay personally at Druim Buidhe cottage throughout the holiday and are solely responsible for the whole party. Assignees and sub-tenants are prohibited. The number of persons using Druim Buidhe cottage is not to exceed eight of which six maximum can be over the age of 15. The cottage sleeps 6 comfortably with an extra single bed and cot making eight. We are entitled to refuse accommodation to any person who, in our opinion, is not suitable to take charge, or whose behaviour is deemed unacceptable. We are entitled to terminate the hire if these conditions are broken.

**Pets**

12. One well behaved dog is permitted, but should not be allowed on the furniture and it is stressed that the fenced area at the front of the house is not very high so athletic dogs would not be kept in by it. There is livestock in nearby fields and it is important that your dog be kept under control at all times especially in the spring. If your pet causes a great deal of extra cleaning, you may be charged a supplemental fee commensurate with the amount of extra time involved in cleaning.

**Visitors Liability**

13. When you sign your booking letter, you are guaranteeing to us that you have the authority to sign on behalf of all persons who will use Druim Buidhe during the holiday booked.
14. From the time of arrival, you and any other persons accompanying you, take full responsibility for any loss, injury or damage suffered by you or those accompanying you while at Druim Buidhe cottage except where such loss, injury or damage is directly due to acts or omissions of those employed by us.
15. You will also agree to keep Druim Buidhe cottage and all furniture, fixtures, fittings and effects in or on the accommodation in the same state of repair as at the start of the let, and will make good any damage, breakage or loss occurring during the let. The property and all fitments, furniture, utensils, equipment etc. are to be left in a clean and tidy condition at the end of the let and furniture should be left in position as found. You agree to indemnify us against all loss and/or damage arising directly or indirectly to the accommodation and its contents from an act or omission by yourself or any person accompanying you.

**Access**

16. Druim Buidhe cottage is accessed by an unmade-up hard core road which leads uphill from the main road running along the south side of Kiloran Bay towards Urugaig. This road is perfectly accessible but it is single track and care should be taken as it is rough in places (low slung and heavy cars in particular should take care at the start of the road). It is shared by three other properties. There is ample parking space for two to three cars in a line alongside the cottage, but the parking area is shared with a neighbouring cottage and you should not block their access or park alongside the next door cottage.

**Liability**

17. We will not be liable for any accident, damage, loss, injury, expense or inconvenience whether to person or property which the hirer or any other person may suffer or incur. If for any reason beyond our control (e.g. fire, storm, damage, illness, etc.) Druim Buidhe cottage is not in a condition to be available on the date booked, we will refund in full all moneys paid by you the hirer. We shall not be liable for any loss, expense or inconvenience resulting from such unavailability and you the hirer shall have no claim against us.
18. Every effort has been made to ensure you have an enjoyable holiday. If, however you have cause for complaint, we are anxious that remedial action is taken as quickly as possible. It is essential that you contact us so that any complaints can be speedily resolved.

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**From:**

Name:	
Address:	
Postcode	
Tel/Home:	
Email:	
Mobile:	

**Dates required:** From: \_\_\_\_\_ To: \_\_\_\_\_  
*(Enter day, date and month/year) (Enter day, date and month/year)*

**Details of Party.** Please give full names of ALL members, including **ages** of any under 14 years.

1. \_\_\_\_\_
2. \_\_\_\_\_
3. \_\_\_\_\_
4. \_\_\_\_\_
5. \_\_\_\_\_
6. \_\_\_\_\_
7. \_\_\_\_\_
8. \_\_\_\_\_

<p>Details of dog:</p>
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**Payment Enclosed**

Cheque to be made payable to Mrs Fiona Griffiths and sent to:  
 98 Hayes Road, Bromley, Kent BR2 9AB

Deposit (20% of total rental):	£
<i>[Total rental to be paid on or before _____ ] - 6wks before entry*</i>	£
Total:	£

I confirm I have read and accept the Terms and Conditions for rental and that my booking is for holiday purposes only.

I understand that there is a no smoking policy in Druim Buidhe Cottage

Signed \_\_\_\_\_ Date: \_\_\_\_\_

Print Name: \_\_\_\_\_

**Notes:**

The full rental payment is required six weeks before the holiday commences –  
 \*the exact date will be supplied to you when acknowledging receipt of your deposit.  
**NO REMINDERS WILL BE SENT.**  
 Cancellation insurance is recommended.  
 The deposit payment secures your booking and is non-returnable should you cancel your booking at a later date.