

Boat House Holiday Let Terms and Conditions

"Boat House" means the property at 27 Commercial Street, Findochty AB56 4PX which you are renting under your agreement with the Owner;

"Customer", "you", "your" shall mean or refer to the individual who made the booking;

"Boat House Website" means the website at www.boat-house-findochty.com; and

"Owner", "us", "we" means Mr and Mrs Stuart Cordiner.

Contract and Booking

1. When you submit a booking enquiry, you will receive a response to the email or postal address you provide in the booking form. This does not form a contract between us. A contract shall arise only when your deposit payment has cleared and your booking is subsequently confirmed in writing by post or email.
2. You must be at least 18 years of age and authorised to make the booking on the basis of these Terms and Conditions by all other members of the party. By paying the deposit and signing the Booking Form, you confirm that you are so authorised and that you agree to the Terms and Conditions.
3. When you receive your confirmation, you should check the details carefully. If anything is incorrect, you must tell us immediately. The Owner cannot be held liable for any mistakes that arise from you providing the wrong booking details.
4. The business contact details for the Owner is Boat House Findochty c/o Cordiner House, Crombie Place, Aberdeen AB11 9PJ Tel +44 (0)1224 859810 Fax +44 (0)1224 877631 Email bhf@cordiners.com

Payment

5. We require an initial deposit of £100 to secure your booking. This deposit is non-refundable.
6. The balance payment should be paid in full at least six weeks before commencement of the rental or, if there is less than six weeks to go, it shall be paid in full at the time of booking. Payment can be made by cheque, (provided enough time is allowed for the cheque to clear before your holiday starts) or electronic transfer. We can provide bank account details for an electronic transfer.
7. Please make sure we receive your payment on time, as we may re-book as soon as the due date for payment has passed.
8. A condition of staying with us is that you look after the holiday home as though it were your own. We reserve the right to request a security deposit of £100, which if requested must be paid with your balance payment or prior to your use of Boat House. The cost of any damaged or missing items or exceptional cleaning will be deducted from this deposit and the remainder returned to you. We reserve the right to invoice the Customer for any replacements and additional costs incurred.
9. We will do everything we reasonably can to honour our commitments to you, but you accept our maximum liability to you on any grounds whatsoever is limited to the amount you have paid us prior to the problem arising, save for personal injury or death caused through our negligence.
10. If any payment due in relation to your booking is not paid by the appropriate date then we are entitled to assume that you wish to cancel your booking. In this case, we will be entitled to keep all deposits paid at that date.

Boat House Findochty
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Aberdeen AB11 9PJ
Scotland.
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11. The rent you pay includes reasonable quantity of appropriate fuel (gas and electricity) for cooking, heating, etc for your stay.

Check In / Check Out

12. You may **check in anytime after 4pm** on your day of arrival. **Check out is anytime before 10am** on your last day. If you do not vacate Boat House by 10am on your last day, the Owner reserves the right to charge an additional day's rent.
13. Boat House will be ready for your arrival and a set of keys will be placed in the security box. You will be informed of the code to open the security box on your booking confirmation.
14. You undertake to leave Boat House without demand at the termination of the agreed period of hire.

Property Care and Visitor Obligations

15. Boat House comes with an information pack on the area and instructions for the proper operation of the specific facilities and services provided. As some of our facilities (including the heating) may not be familiar to you, it is essential that you familiarise yourself with the information pack on arrival. It is a condition of our contract with you that you respect the facilities provided and comply with the user conditions set out in the information pack.
16. There is strictly no smoking within Boat House. A surcharge will be made for cleaning fabrics on evidence of smoking.
17. No pets are permitted.
18. The number of guests at any time is restricted to the number of guests as indicated on the booking form.
19. Many of the items in Boat House such as ornaments, books etc are the personal property of the Owner and we request that these items are treated with care and respect and left for future guests to enjoy.
20. In the unlikely event that you discover any damaged items on arrival, you agree to inform us immediately (so that you will not be held liable and for us to arrange a repair / replacement as soon as possible).
21. The Owner has the right to enter Boat House at any reasonable time with reasonable notice for the purpose of inspection, repairs, etc. In cases of emergency where quick access is vital, the Owner is entitled to enter Boat House at any time without giving you prior notice.
22. During your stay, you are responsible for the contents of the property and we will pass on the cost of any damages / breakages to you (beyond reasonable wear and tear).
23. You agree to leave the Boat House in a clean and tidy condition. In the event that additional cleaning time and materials are required following your departure they will be invoiced to you.
24. You agree that Boat House is to be used for the purposes of a holiday let to which Section 12(2) and paragraph 8 of Schedule 4 of the Housing (Scotland) Act 1988 apply. The booking agreement confers a right to occupy the accommodation for the agreed period only.
25. You shall not sub-let Boat House or any part of it.
26. Findochty is a tranquil place and the residents enjoy peace and quiet; we ask your help us keep it that way. You agree to prevent any member of your party from causing a nuisance or disturbance in or around Boat House. In the event of such a problem arising, we reserve the right to require you to vacate Boat House on demand without payment of compensation to you.

Security

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27. Please ensure that Boat House is left secure when you go out. In the unlikely event that anything of yours is stolen from Boat House (locked or unlocked) it will be your own responsibility.
28. Please ensure that your vehicles are securely locked and parked without obstruction. The lane at the side of Boat House is not owned by the property and is a public right of access.

Force Majeure

29. Your booking is accepted on the understanding that Boat House will be put at your disposal for the dates agreed. Should this not be possible due to circumstances beyond our reasonable control, we cannot guarantee to provide an alternative holiday property. In this case the rental you have paid will be returned to you in full and you will have no further claim against us.

Cancellations

30. You may cancel in writing by letter or email within seven working days of confirmation of your booking. If you do so, your deposit will be returned in full. All other cancellations may result in the monies already paid being retained by the Owner. Changes of dates and reductions in number of days booked are deemed a cancellation.
31. Your booking will be deemed cancelled on the date we receive written notice of cancellation from you.
32. Following your cancellation should the Owner manage to re-let Boat House your balance payment will be returned to you.
33. The Owner does not expect to have to make any changes to your booking, but occasionally problems occur and bookings have to be changed or cancelled. If this does happen, the Owner will contact the Customer (by telephone where reasonably possible in the case of a significant change or cancellation, minor changes will be notified by post) as soon as is reasonably practical, explain what has happened, and inform you of the cancellation or change.
34. If a significant change has to be made (and the change is not acceptable to you) or your booking has to be cancelled, the Owner will provide a full refund. In the unlikely event that you fail to tell the Owner as soon as reasonably possible that you wish to accept any change the Owner is entitled to assume you wish to cancel your booking and receive a full refund.

Miscellaneous

35. The Owner has taken care to ensure that descriptions of property are accurate. All information is provided in good faith and is believed to be correct, but does not form part of the contract between the Owner and the Customer.
36. In all cases where any part of these terms and conditions is an unenforceable provision in terms of the Unfair Contract Terms Act 1977 or otherwise determined by any court to be unenforceable, the unenforceable provision shall not affect the validity of the remaining portion of these terms and conditions, which shall remain in force as if the unenforceable provision had been eliminated.
37. We would aim to resolve any disputes quickly and in a friendly manner – we like our guests to be happy! However if we can't resolve any disputes by agreement the Owner and Customer agrees to Scots law applying and prorogate the exclusive jurisdiction of Aberdeen Sheriff Court. These terms and conditions do not and are not intended to alter your statutory rights.
38. Failure or delay by the Owner in enforcing any of these terms and conditions shall not be construed as a waiver of any of the terms and conditions.

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Boat House

findochty

www.boat-house-findochty.com

Boat House Holiday Let Booking Form

Holiday dates – from Saturdayto Saturday.....

Name.....

Address inc postcode.....

.....

Daytime tel (.....).....

Email.....

Number of guests.....

I enclose a deposit cheque for £ made payable to Mr & Mrs Stuart Cordiner. Please note that full payment is due six weeks before the commencement of the rental period.

I have read and agree to the Boat House Terms and Conditions

I would like to join the Boat House e-mailing list

Please return this form with appropriate payment to secure your booking to **Boat House Findochty**, c/o Cordiner House, Crombie Place, Aberdeen AB11 9PJ

Signed.....

Date.....

May we take this opportunity in thanking you for choosing Boat House. If there is anything more we can do for you, please do not hesitate to ask.

We hope you have a safe journey and a lovely holiday.

Stuart and Pauline Cordiner

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