



Standard Industry Terms & Conditions

Contract

The Contract for a short-term holiday let shall be between you, 'The Client' and Rick Hughes, 'The Owner' of 'Acorn Bothy', Oakwood, Whitehouse, Alford, AB33 8DJ, and shall be governed by Scottish Law. Once the initial deposit has been received and confirmation issued by The Owner the Contract shall be considered to be legally binding on both parties. The Contract shall be subject to the following conditions:

Reservations

A request for a reservation will be provisional until the full deposit has been received, and confirmed, by The Owner.

Payment

A deposit of 50% of the total rental cost is required to secure a booking if taken more than eight weeks before entry date (the balance paid eight weeks before entry). If a booking is made eight weeks or less before the entry date the full payment for the rental period is due.

Insurance

We strongly recommend that you take out adequate holiday insurance to cover any costs you might incur if you need to cancel your holiday, and also for your personal possessions, as The Owner does not provide any insurance under the terms of your holiday rental agreement.

As a suggestion, you could try the following, though we do not necessarily endorse them;

Schofield Insurance T: 0113 250 0377 (from within the UK) or +44 (0)113 250 0377 (overseas)

W: http://www.schofieldinsurance.co.uk/personal_insurance_travel.php

J L Morris T: 01202 642840 (from within the UK) or +44 (0)1202 642840 (overseas)

W: <http://www.jlmorris.co.uk/insurance/travel-insurances.php>

Care of the Property

The Client will be responsible for ensuring that the conditions of let are adhered to and is legally bound to notify The Owner of any breakages or damage to the property and to reimburse him for replacement, repair or extra cleaning costs on demand. The Client shall take all reasonable and proper care of the property and its contents and shall leave them in the same state of repair and clean and tidy condition at the end of the period of rental as provided at the beginning.

Personal Property

Personal property is the responsibility of The Client and not that of The Owner. Vehicles parked onsite, and property within, are left at your own risk.

Period of Let

The period of let runs from 4pm on the day of arrival and terminates at 10am on the day of departure. If you want to arrive earlier or leave later, please get in touch as sometimes we can offer some leverage.

Cleaning the property

Properties are cleaned thoroughly between each let. However as only a limited time is available to clean properties, it is a condition of the let that you leave the property and its contents clean and tidy. Most guests adhere to this policy and by doing so we keep costs down. Regrettably some guests do not. Cleaning products, brushes, cloths and vacuum cleaners are made available. If you do not leave the property in a reasonable state, we have the right to invoice you retrospectively for a 'cleaning fee' of £75. It is at the discretion of the Owner, or designated representative, to judge when such a fee is reasonably levied.

Pets

Sorry, but strictly no pets. Evidence of pets in the property will require us to 'deep-clean' the property and give us the right to invoice you retrospectively for a fee of £75.

Smoking

Strictly no smoking in the property. Evidence of smoking in the property will require us to 'deep-clean' the property and give us the right to invoice you retrospectively for a fee of £75.

Inventory

Shortly before your holiday, we will email you a summary of items provided, such as bedding, towels, linen, cleaning products etc. This should help you understand what you will find and what is provided for you at 'Acorn Bothy'. We try our utmost to adhere to this 'inventory' but in some rare circumstances there may be legitimate reasons why this is incomplete. You absolve us of any liability in this regard for any incompleteness or for any inaccuracies.

Conditions of Let

'Acorn Bothy' is to be used for the purpose of a holiday or short-term self-catering let only and is not an assured tenancy under the terms of the Housing (Scotland) Act 1988. You therefore only have the right to occupy the property for the agreed period of rental for holiday purposes in terms of Schedule 4 of the aforementioned Act.

We reserve the right to refuse entry or to terminate the Contract to anyone who, in our opinion, is not suitable to take occupation of the property without further liability from us. In such cases any refund will be at the discretion of The Owner.

We also reserve the right to terminate the Contract at any time or remove any persons due to unreasonable behaviour, damage to property or causing annoyance or offence to other parties. In such cases any refund shall be at the discretion of The Owner. You will remain liable for the actions of you and any member of your party including that which results in any termination of the Contract.

Cancellation Policy

In the event of your cancellation, we can only offer refunds if we are able to re-let Acorn Bothy at the same rate excluding agency commissions. If Acorn Bothy is re-let for your cancellation period at a lesser amount, then only this lesser amount (or deposit) will be refunded. Refunds apply to both a deposit (if booked more than three months before entry date) and also full payment (within three months). We don't take a cancellation charge or admin fee, we simply refund when we can re-let.

However, we strongly recommend you take out holiday insurance to include cancellation cover.

If for any reason the accommodation is not available on the confirmed booking dates due to events beyond our reasonable control, including but not limited to power cuts, loss of water supply etc, all monies paid will be refunded. The Owner will have no further liability to you or any other party.

Number of Persons in the property

The number of persons occupying the property during the period of holiday let shall not exceed two (2), unless agreed and approved in advance by The Owner.

Rehoming

In the unlikely event that Acorn Bothy becomes uninhabitable for whatever reason, including but not limited to a human act or nature, including fire, flooding, rain, power cuts, loss of water supply etc, we will refund any balance paid by you for the remaining uninhabitable period of your let but cannot be liable for rehoming you or your guests elsewhere during this period.

Parking

There is free parking immediately in front of 'Acorn Bothy' just beyond the entrance drive of Oakwood House. Parking is limited to one vehicle per occupied let, although a second vehicle may be permitted – please check in advance if this is possible. We do not accept any liability for loss or damage to your vehicle and its contents.

Refuse bins

In the Guest Information Folder, we provide information about where refuse should be placed. We will endeavour to move the bins to the on-road pick-up location the evening before the Council is due to collect them, and return them that evening. In exceptional circumstances, we may not be available to do this and may request your assistance. Instructions will be given.

Garden maintenance

The garden will be maintained by The Owner. Access will be gained via Oakwood House, so we won't need to disturb you at 'Acorn Bothy'. Your privacy will be respected but please allow access if required.

Right of Entry

The Owner or nominated representative shall be given right of access to the property or garden area at all reasonable times for the purposes of repair and maintenance, upkeep or routine inspection. In emergency situations where a problem needs remedying quickly and you cannot be contacted, the Owner or representative is entitled to enter the property without giving notice.

Damages, breakages or faults

It is a condition of your rental that you accept full responsibility for any accidental damage to, or loss from, your accommodation during your stay. You are responsible for any actual costs of breakage or damage in or to the property - along with any additional costs that may result - which are caused by you or a member of your party. We reserve the right to request such payments upon completion of your holiday when such issues are identified. Items covered through our insurance policy will require you to pay the excess of £150. Please inform us of any faults or mechanical defects (including for normal wear and tear, where you are not at fault) as soon as you discover them and we will endeavour to remedy the situation as soon as is reasonably possible.

Disabled access

The property has reasonable disabled access. There is a gravel path leading to 'Acorn Bothy' and a step up into the entrance of 'Acorn Bothy'. Within the property, all accommodation is on the one level, with the same wood-effect flooring throughout. The shower room has adequate access. If in doubt, please clarify any special needs in advance.

Children

Reasonable provisions have been made to minimise risk to young children. Should you have any concerns before or during your stay, please contact The Owner who will endeavour to reasonably remedy any issue.

WiFi (fair use)

Free WiFi is provided for you during your stay. WiFi coverage and speed is provided and available 'as is' and no guarantee can be given about coverage and speed of use. Current speed c2MB.

Mobile phone coverage

We find that Vodafone and O2 offer strong mobile coverage in Acorn Bothy and the surrounding area, but that other mobile network providers offer a more limited coverage. If you need mobile coverage during your visit, please check with your network provider in advance.

Short term lets licensing scheme

The property is licensed as a designated self-catering holiday cottage with Aberdeenshire Council – License number AS 00281F, with EPC rating C. This means the property fully complies with the licensing conditions including annual gas/boiler service/check/certificate, annual PAT testing, five yearly EIRC check, water sampling and annual water filtration service.

Designated representative

The Owner may nominate a representative, company or agency to act on his behalf to facilitate reasonable terms of operations and fulfilment of The Contract.

Use of your information

We need to process and store your personal details for our own administration. We would also like to store and use your contact details for any future newsletters or property updates that we may provide. These will be on an infrequent basis and no more than quarterly. If you do not want any correspondence from us please let us know at any time by email. Under no circumstances will we share or sell your details with any other party or individual.

Testimonials

Guests value feedback from other guests so we replicate a summary of testimonials provided in the Visitors' Book on our promotional websites. We will only refer to you by the initials of your name, region and country.

Complaints

Should you have any cause for complaint during the period of your holiday, please contact Rick Hughes by phone, email or letter, as below, as we will aim to remedy the situation as soon as possible.

Terms & Conditions

The Owner reserves the right to change or amend their terms and conditions at any time.

Rick Hughes, The Owner, Acorn Bothy, c/o Oakwood, Whitehouse, Alford, AB33 8DJ

Correspondence address only:

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Aberdeenshire
AB33 8DJ

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