

Isle of Arran Holidays

Glensherraig House

TERMS AND CONDITIONS

In these Terms and Conditions the following terms have the following meanings:

‘Glensherraig’ means the property known as Glensherraig House, Glen Rosa, Brodick, KA27 8DF.

‘Agreement’ means the agreement between the Owner and the Visitor for the holiday rental of Glensherraig on these Terms and Conditions.

‘The Owner’ means the owner of Glensherraig.

‘Visitor’ means the person in whose name the booking is made.

‘The Holiday Period’ means the period booked for a holiday at Glensherraig.

1. Agreement

1.1 The making of a booking will form an Agreement on these Terms and Conditions between the Visitor and The Owner for the holiday rental of Glensherraig.

1.2 When a reservation is made on-line it is on a provisional basis only. Your contract is concluded when one of our representatives sends you an on-line confirmation of your booking request and the deposit has been paid.

1.2 The Owner permits the Visitor to occupy Glensherraig together with the use of its contents for the Holiday Period.

1.3 The Visitor will be responsible for all payments and for any damage whether caused by the Visitor or his or her party and shall make his or her party fully aware of these Terms and Conditions.

1.4 We reserve the right to change the prices shown on our website from time to time, but the price of your booking will not be changed once your booking has been confirmed. Prices displayed on our website are in GB pounds sterling, include Value Added Tax where applicable at the rate applicable at the time of booking, and are per week unless otherwise stated. No meals are included.

We provide towels and bed linen. Any extra facilities or services (e.g. cots or high chairs) which we provide for your use during your stay at our property must be paid in full by you before your departure. Occasionally, for operational reasons, some of the advertised services or facilities at our properties may not be available. We will try to reinstate these services as soon as reasonably possible.

1.5 If you make any "special requests" or "preferences" in connection with your booking, we will try to meet them. This includes requests for items such as a cot, or high chair. These items are available at an additional cost (see 2.4).

2. Booking and Payment Terms

2.1 For bookings made 6 weeks or more in advance, the booking for a holiday will be effective when a deposit of at least **one third of the holiday price** (rounding up to the nearest pound sterling) has been received by The Owner. Up to that time it will be a provisional booking, and provisional bookings are normally held for a maximum of 7 working days. The full balance of the total holiday cost will be payable not later than 6 weeks before the Holiday Period begins.

2.2 For bookings made for a holiday less than 6 weeks away, full payment must be made at the time of booking.

2.3 *Security charge:* We usually ask for a safety/good housekeeping deposit of £125.00, returnable after your holiday.

2.4 Costs for special requests:

Travel Cot £10

High Chair £10

However, we can accept no liability if we are unable to meet any "special requests" or "preferences".

3. Cancellation

3.1 If the Visitor wishes to cancel a booking they must give The Owner notice in writing as soon as possible. If you want to cancel, tell us by selecting the contact us form and sending us your name/date and cancellation details. Your cancellation is effective when we confirm your cancellation by email.

- Cancellations made more than 8 weeks before arrival are subject to a full refund minus an administration charge of £50.00.
- Cancellations between 4 and 8 weeks of the start of the booking will be refunded except for the deposit which will be forfeit.
- There will be no refund if a cancellation is made within 4 weeks of the start of the booking – the full amount will be charged. On receipt of the written cancellation The Owner will endeavour to re-book Glensherraig for the Holiday Period and, if successful for the whole or part of the period, will refund the relevant proportion of the money paid less £50.00 (fifty pounds) to cover administration.

3.2 If, following a booking, the full balance is not paid on time, The Owner shall notify the Visitor. If, after 7 days from the date on which full payment is due, full payment has not been received by The Owner then the Owner may cancel the holiday booking and the above cancellation charges will apply and the Visitor remains liable for 100% of the holiday cost.

3.3 The Owner strongly advises the Visitor to take out **insurance** against cancellation of the booking as the above terms are non-negotiable.

3.4 The Isle of Arran is accessed by ferry. **Cancellation due to ferry service disruptions, for whatever reason, are NOT covered by above cancellation policy.** We will supply written proof of booking Glensherraig to you to support your claim in this event.

4 . The Owner's Right to Refuse/Alter a Booking

4.1 The Owner may, at the Owner's discretion, refuse any booking.

4.2 The Owner may cancel or alter arrangements made for the Visitor whether before or during the Holiday Period provided that such cancellation or alteration is necessary:

(a) due to circumstances beyond the reasonable control of the Owner; or

(b) to perform or complete essential remedial or refurbishment works.

4.3 If a booking is altered or cancelled by the Owner due to circumstances beyond the Owner's reasonable control, the Owner will take reasonable steps to offer a suitable alternative booking. If The Owner is not able to offer such an alternative or the Visitor does not accept the alternative offered, The Owner will return to the Visitor the money paid by the Visitor to The Owner in respect of the booking of Glensherraig and will not otherwise be liable for any loss caused by such alteration or cancellation.

5. Maximum Numbers of Visitors

Occupation must be limited to a maximum of **six persons** in the available beds only. The occupation limits are set in line with the level of services available in Glensherraig. To exceed the maximum number of persons overloads the facilities available which are often not designed or capable of supporting additional usage, and can lead to extensive and expensive damage. As such any over-occupancy will be considered to be a serious infringement of the Terms and Conditions and could result in an immediate requirement to vacate the premises, with no refund of monies due, and possible further charges in the event of damage to the facilities caused by excess usage (for example, a malfunctioning septic tank which has been used by a greater number of people than the tank is designed for).

6. Services

The holiday price will include all reasonable charges for water, gas, electricity, broadband and local or national rate phone calls only. Calls to other phone numbers (e.g. mobiles, 0844, directory enquiries, international etc.) will be charged for after the holiday and taken from the security charge.

7. Liability and Loss of Visitor Property

7.1 Any Visitor's property found at Glensherraig will normally be disposed of if it is not collected within 1 month and The Owner may charge a reasonable administration fee to cover the costs of storage and handling of lost property.

7.2 The Owner cannot be held responsible for any accident, loss or damage which may be sustained by any Visitor, member of his/her party, or their property, however caused.

7.3 The Visitor and their party is asked to read and adhere the advice in our property Health and Safety Review held within the Welcome Folder situated at Glensherraig.

8. Pets

8.1 Dogs are welcome at Glensherraig. However, a maximum number of two dogs shall apply unless otherwise agreed with the Owner prior to booking. All dogs are expected to be house trained and are not allowed upstairs, nor on any furniture, or beds, nor left unattended at any time. Any other pets may be accepted by prior agreement in writing at the time of booking.

8.2 Any evidence of pets upstairs will result in a 100% loss of security deposit.

9. Owner's Right of Entry

9.1 As with any accommodation, there is a need for ongoing and occasionally unforeseen work to be carried out. The Owner and contractors may enter Glensherraig at any reasonable time for reasonable cause. This includes the need to undertake inspections and audits necessary to operate the business, the undertaking of unforeseen (internal and external) remedial repairs together with any annual external re-decoration for which access to the inside of Glensherraig may be required. External windows and doors may be opened during this process.

9.2 The Owner will give the Visitor reasonable notice of such requirements.

10. Visitor Obligations

10.1 The Visitor will be responsible for all payments and for any damage whether caused by the Visitor or his or her party. The Visitor agrees to make his or her party aware of these Terms and Conditions. Minor damages, such as a glass/plate breakage, will not be charged for, we ask you to replace if you can. Serious damage, by accident, or wilfully, will be pursued and by agreeing to these Terms and Conditions, you agree to us charging for breakages, property damage, or damaged goods such as televisions, Blu-ray players, mattresses, furniture and white goods as well as missing books or DVDs/Blu-ray discs.

We will of course consider the age and condition of any broken or damaged article and aim to charge a fair and reasonable price for replacement.

10.2 On departure, The Visitor agrees to keep and leave Glensherraig and its contents in the same state of repair and condition, and in a clean and tidy state as at the commencement of the booking period (reasonable wear and tear excepted). In particular, the cooker and microwave should be left clean and fat free, crockery and cutlery should be washed, dried and put away or left in with the dishwasher running as you depart. Toilets should be cleaned. Please strip the beds and leave the linen by the washing machine. The contents of all bins must be placed in the black bags provided, tied and placed in the grey or green wheelie bin as the refuse collectors will not take them otherwise. Please recycle as much as possible in the blue bins provided (paper, dry cardboard, recyclable plastic only – no glass). Rubbish is collected on a Wednesday. Please ensure that the wheelie bins are outside the front gate on the roadside for collection early that day.

10.3 The Visitor must allow The Owner and the Owner's agents to enter Glensherraig to inspect the state of it, on reasonable notice, except in emergency when immediate access must be granted.

10.4 The Visitor must not use Glensherraig or allow its use for any dangerous, offensive, noisy, or illegal activities or carry on there any act that may be a nuisance or annoyance to any neighbours. Please act with consideration for the neighbours at all times. In particular, Glensherraig is in a residential area and no late night noise, or outside music is permitted.

10.5 The Visitor and his or her party must comply with any reasonable regulations relating to Glensherraig of which the Visitor has written notice. Such regulations will be found in the Welcome Folder. For example, any local conditions regarding waste disposal and recycling.

10.6 The Visitor and any member of his or her party agrees not to smoke inside the property and any cigarette ends outside the property must properly extinguished and then cleared up.

10.7 The use of candles by the Visitor or his or her party at Glensherraig is not permitted. Torches are provided for use in an emergency.

10.8 The Visitor is responsible for house security during their stay and must ensure all windows and doors are closed and locked on leaving the property at any time. A back door key is provided – please leave it safely locked in the key safe every time you leave the property. Please do not remove any other keys, including the front door key from the house.

10.9 Use of stove and gas fire: We ask that you do not use the stove in the dining room or the gas fire in the lounge unless you have reviewed the instructions and are competent to use them safely. If you wish to use the stove please use Zip 3 in 1 fire logs available from the Co-op and other stores.

10.10 Child safety: Parents are responsible for their children at all times whilst at Glensherraig. Please read and adhere to our Health and Safety/Risk assessment document found in the Welcome Folder.

11. Damages and Security Charge

11.1 The Owner recommends that Visitors hold personal insurance for accidental damage and personal liability.

11.2 If on arrival at Glensherraig any visitor discovers that anything is missing or damaged then this must be reported to The Owner immediately otherwise it will be presumed that the damage/loss was caused by the Visitor and a charge may be made.

12. Occupation

12.1 The Agreement is personal to the Visitor. The Visitor must not use Glensherraig except for the purpose of a holiday by the Visitor and the Visitor's party during the Holiday Period, and not for any other purpose or longer period.

12.3 The maximum occupancy of Glensherraig shall not be exceeded. No extra guests may use the property (e.g. by camping or caravans in the garden area).

13. Supply of Services

13.1 The Owner cannot accept responsibility for a shortage of water where this is as a result of a drought, an act or omission of the relevant water services company or for any other reason outside of The Owner's reasonable control.

13.2 No refund will be paid by the Owner for mechanical or electrical failure of any kind. Every effort shall be made to repair.

14. Comments/Complaints

14.1 Every reasonable care will be taken to ensure that Glensherraig is presented to visitors to a high standard. Should the Visitor find on arrival that there is a problem, or cause for complaint, the Visitor should immediately contact the Owner or the Property Maintenance Company HHM. Contact details for HHM are in the Welcome Folder. Reasonable steps will then be taken to assist the Visitor.

14.2 In the event of a problem or complaint upon arrival or during your stay, you must contact our maintenance support service (HHM – Holiday Home Maintenance) BEFORE returning home. We cannot resolve an issue after leaving. Guests must allow us to attempt to rectify any problems or issues they may have while at Glensherraig.

14.3 The Owner is committed to ensuring that any problems or complaints the Visitor may have whilst at Glensherraig are resolved efficiently and promptly, but as such must be given the opportunity to do so. Any refusal to notify The Owner or refusal of reasonable rectification may affect the Visitor's right to compensation or repayment.

14.4 Visitors must provide a contact telephone number and suitable time for The Owner to communicate with them about problems or complaints. Visitors must allow access to Glensherraig by any employees or contractors of The Owner to resolve problems or complaints.

14.5 Visitors must formally confirm any unresolved complaint in writing to The Owner within 14 days of return from holiday,

15. Arrival and Departure Times

15.1 The Visitor and his or her party must arrive after the arrival time (4.30pm on the first day of the holiday period) and depart before the departure time (11:30am on the last day of the holiday period).

15.2 The Visitor will be given instructions on how to obtain the keys to Glensherraig prior to the first day of the Holiday Period and the Visitor must return them on the

last day of the Holiday Period or the date of departure, if earlier. Failure to do so will incur the cost of a replacement set and an administration charge of £25.

16. Right to Evict

The Owner may terminate the Agreement on notice, and in such case the Visitor and his or her party must leave (without compensation being payable to the Visitor or any member of his or her party) if there is a serious breach by the Visitor or his or her party of the Agreement where their behaviour endangers the safety of other visitors or where any complaints are made of anti-social behaviour or unreasonable breakages or damage at Glensherraig, or pet or smoking restrictions are not observed.

17. Governing Law

The construction, validity and performance of the Agreement shall be governed by the law of Scotland, and both parties submit to the non-exclusive jurisdiction of the Scottish Courts.

18. Privacy Policy

Bookings made on-line are subject to our privacy policy and are provisional. We reserve the right to use your email address for contact and marketing purposes by us only. We do not pass on your details to Third Parties. If you do not wish us to do this, please email us to let us know and 'unsubscribe'.

19. Contact details:

Please contact us using the Contact Us form on our website

www.isleofarranholidays.com.

Thank you – and enjoy your holiday!