

**Carnegie Cottage**  
**2 Church Street**  
**Dornoch**  
**IV25 3LP**

## | Definitions |

“Cottage” refers to the property you rent or any other property let out by the Owner; “Customer”, “you”, “your” shall mean or refer to the individual who made the booking; “Carnegie Cottage Website” shall mean our website at [www.carnegiecottagedornoch.com](http://www.carnegiecottagedornoch.com); “Owner”, “us”, “we” shall mean Mr & Mrs Brown of Mayfield Gardens Aberdeen; and “Tenants”, “you”, “your” shall mean or refer to the Customer’s party.

## | Booking |

1. A contract shall arise only when your deposit payment has cleared and your booking is subsequently confirmed in writing via email confirmation.
2. The Customer must be at least 21 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 making this booking, the Customer confirms that they are so authorised and that they have agreed to the Terms and Conditions herein.
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. You undertake to leave the cottage without demand at the termination of the agreed period of hire.

## | Payments |

5. We require an initial deposit of 20% of the full rent due to secure your booking. This deposit is non-refundable unless at least 8 weeks’ notice of cancellation is provided. The deposit shall be provided at the time of booking.
6. The balance payment should be paid in full at least eight weeks before commencement or, if there is less than eight weeks to go, it shall be paid in full at the time of booking. Payments can be made by direct bank transfer.
7. A refundable security deposit will be added to the final balance payment. A refundable security deposit is a refundable deposit that reflects your agreement to leave the property and its contents in the condition in which you found it and to adhere to the other conditions as detailed in this agreement. The refundable security

deposit will be refunded within 7 days of the end of your stay subject to there being no claim on it.

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 invoice the person booking the holiday for any replacements and any additional costs incurred for damages.
9. Please make sure we receive your payment on time, as we may re-book if the due date for payment has passed.
10. Under no circumstances will the Owner's liability exceed the rental paid for the cottage (save for personal injury or death caused by the negligence of the Owner).

### | Staying at the Cottage |

11. You may check in any time after 4pm on your day of arrival. Check out is any time before 10:30am on your last day.
12. The cottage comes with an Information Pack of useful information on the proper operation of the specific facilities and services provided in the cottage. As some of our facilities (including the cottage's heating and waste disposal services) may not be familiar to all our guests, 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.
13. There is strictly no smoking within the cottage. A surcharge will be made for cleaning fabrics on evidence of smoking in the cottage.
14. The number of guests at any time is restricted to the number of guests as indicated on the website.
15. 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).
16. The Owner has the right to enter the property at any reasonable time for the purpose of inspection, repairs, etc. except in cases of emergency where quick access is vital, in which case the Owner is entitled to enter the cottage at any time without giving you prior notice.
17. 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).

18. You agree to leave the cottage in a clean and tidy condition. Cleanliness is important to us and to our guests. The standard professional cleaning time required for the cottage is 5 hours. In the event that additional time and materials are required following your departure they will be invoiced to you at cost.
19. You agree that the cottage let by the Owner are 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.
20. You shall not sub-let the cottage or any part thereof.
21. Dornoch is a tranquil town, and we ask your help us in keeping it that way. You agree to prevent any member of your party from causing a nuisance or disturbance in or around the cottage. In the event of such a problem arising, we reserve the right to require you to vacate the property on demand without payment of compensation to you.
22. Please ensure that the house is left secure when you go out. In the unlikely event that anything of yours is stolen from the cottage or storage shed (locked or unlocked) it will be your own responsibility.
23. Equally, please ensure that your vehicles are securely locked and parked without obstruction.

### | Cancellations and Changes to Booking |

24. 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.
25. Your booking is accepted on the understanding that the cottage will be put at your disposal on the date agreed with us. Should this not be possible due to circumstances beyond our reasonable control, in this case the rental you have paid will be returned to you in full and you will have no further claim against us.
26. You may cancel within seven working days of confirmation of your booking. If you do so, your deposit will be returned in full.
27. If written notice of cancellation is received after seven working days of confirmation of your booking, we will attempt to re-let the accommodation; although no guarantee of successful re-letting is given. If the Owner is unable to re-let the cottage you shall remain liable for the full rent due. In the event of re-letting taking place, the deposit only will be retained and any balance will be returned to the hirer.

28. 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 as soon as is reasonably practical, explain what has happened, and inform you of the cancellation or change.
29. If you do not wish to accept a significant change, you will be entitled to cancel your booking and receive 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 of all monies paid to the Owner.
30. 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.
31. The Owner has taken every care to ensure that the accuracy of property descriptions on their website and in their brochure and all information is provided in good faith and is believed to be correct, but they do not form part of the contract between the Owner and the Customer.
32. The Owner will not be legally responsible either jointly or individually for any compensation if we or they are prevented from carrying out our responsibilities under this contract as a result of events beyond our control. This means an event that we or the Owner could not, even with all due care, expect or avoid, including:
  - A. Labour disputes or strike;
  - B. Acts of terrorism, war, riot or civil commotion;
  - C. Breakdown of appliances, equipment or machinery;
  - D. Loss of public utilities such as water, electricity and gas.
  - E. Insolvency or bankruptcy of the Owner;
  - F. Malicious damage or vandalism;
  - G. Keeping to any law or governmental order, rule, regulation or direction;
  - H. Accident;
  - I. Weather, including fire, flood, snow or storm;
  - J. Other circumstances affecting the supply of services.
  - K. Noise or disturbance from beyond the boundaries of the Property.
  - L. Natural disaster.
33. We would aim to resolve any disputes quickly and amicably. However, if we can't resolve any disputes by agreement, you and we agree to Scots law applying and prorogate the exclusive jurisdiction of Tain Sheriff Court.

### | COVID-19 |

34. Customers should not travel to the property if they knowingly have COVID-19. If the customer is required to self-isolate in the property and the rental period exceeds the planned duration, the cost for the extra nights shall be charged back at full rate to the guest so a refund can be provided to any customers who were booked in for those dates.
35. Customers are expected to follow any government-imposed restrictions.

**We strongly recommend you consider protecting your booking against cancellation, including cover for COVID-19.**