



## Terms & Conditions

**The foregoing details the terms and conditions of Booking and a Guest's use of Brightwater Lodge.**

### 1. DEFINITIONS

Defined terms used in these terms and conditions shall, unless the context otherwise requires, have the following meanings:

**"Arrival Date"** means the date on which the rental of Brightwater Lodge begins;

**"Booking"** means the rental by the Guest of Brightwater Lodge for the Holiday Period as detailed in the Confirmation;

**"Brightwater Lodge"** means the property Brightwater Lodge, Glenborrodale, Ardnamurchan, PH36 4JG;

**"Confirmation"** means a confirmed booking for Brightwater Lodge for the agreed Holiday Period made in writing (including email) between the Guest and the Owner pursuant to which a Deposit or, if the Booking is made within 8 weeks of the Arrival Date, the Price as the case may be, has been paid;

**"Contract"** has the meaning ascribed to it in Clause 2 below;

**"Departure Date"** means the date on which the rental of Brightwater Lodge ends as detailed in the Confirmation;

**"Deposit"** means the sum paid by the Guest to the Owner which will generate a Confirmation as set out in Clause 2.4 below;

**"Guest"** means the person initiating a booking enquiry and with whom a Booking is made and any reference to Guest shall include all guests in the Guest's party staying at Brightwater Lodge during the Holiday Period;

**"Holiday Period"** means the period from the Arrival Date until the Departure Date as detailed in the Confirmation;

**"Owner"** means Elizabeth Jones, trading as the business "Brightwater Lodge";

**"Parties"** means together the Guest and the Owner; and

**"Price"** means the price payable by the Guest to the Owner for the rental of Brightwater Lodge for the relevant Holiday Period as confirmed in the Confirmation.

**"Remaining Price"** means in the case of a Booking made more than 8 weeks in advance of a proposed Arrival Date the balance of the Price less the Deposit paid.

### 2. CONTRACT AND BOOKING

2.1 These terms and conditions are incorporated into the Contract between the Owner and the Guest for the temporary rental of Brightwater Lodge for the purposes of holiday accommodation by the Guest. For the avoidance of doubt, the agreed rental of Brightwater Lodge in no way constitutes a relationship of landlord and tenant between the Owner and the Guest and does not confer tenant rights upon the Guest in respect of Brightwater Lodge.

2.2 An enquiry to book Brightwater Lodge shall be made by a prospective Guest on Brightwater Lodge's website or any other third party site on which Brightwater Lodge is advertised for rental.

2.3 When a Guest submits a request to book Brightwater Lodge to the Owner, either directly with the Owner or via a third party booking website, this is to be treated as a request to make a booking only. At such stage, a Guest's payment details, including their debit or credit card details, may be taken but no amount will be taken from them.

- 2.4 The Owner will then respond to the booking enquiry with a view to agreeing with the Guest:
- the Holiday Period,
  - the Price;
  - whether the Guest intends to bring a dog and
  - the number and make-up of the Guest's party.

Once these details are agreed between the Parties, the Owner will then issue an invoice to the Guest, requesting payment of:

- a deposit, being 25% of the Price ("**the Deposit**"); or
- if the Booking is made less than 8 weeks prior to the Arrival Date, the Price.

This invoice is due to be settled immediately upon the Guest's receipt and if this invoice is not settled within 5 days of such receipt, the Owner shall be entitled to treat the Guest's request to make this booking as void and immediately remarket and accept another booking for the Guest's requested Holiday Period.

2.5 Once the Deposit or the Price, as the case may be, is paid by the Guest to the Owner, a Confirmation will be issued by the Owner to the Guest. The Confirmation will detail the Holiday Period, the Price and the contact details for the Owner.

2.6 The Parties agree that a contract is made between them once the Deposit or the Price, as the case may be, is paid by the Guest to the Owner. For the avoidance of doubt, the Parties agree that the Confirmation and these terms and conditions form the contract between them for the purposes of the temporary rental of Brightwater Lodge (the "Contract").

### 3. PRICE AND CANCELLATION

3.1 In the case of a Booking made more than 8 weeks before the Arrival Date, the Remaining Price shall be payable in full by the Guest 8 weeks prior to the Arrival Date ("Payment Date") on or before the date stipulated in the Confirmation.

3.2 If a Guest has to cancel the Booking for whatever reason he must do so in writing to the Owner (which includes email). If the written notice of cancellation is received by the Owner more than 8 weeks prior to the Arrival Date, the Guest will not be liable to pay the Remaining Price. If such written notice of cancellation is received by the Owner less than 8 weeks prior to the Arrival Date, the Guest will be liable to pay the full balance outstanding on the Price unless the Owner is able to successfully re-let Brightwater Lodge for the Holiday Period.

3.3 If a Guest has not cancelled the Booking under Clause 3.2 above and the Remaining Price is not paid by the Guest on or before the Payment Date then, unless the Owner agrees otherwise, the Booking shall be deemed to have been cancelled by the Guest and the Deposit shall be forfeited in full immediately following expiry of the Payment Date.

3.4 The Parties agree that the Deposit constitutes a payment towards the Owner's reasonable costs, given the loss of profit and opportunity they will have suffered as a result of the Guest's cancellation, and that the forfeiting of the Deposit in these circumstances shall be held as being wholly reasonable by the Guest.

3.5 All Guests are advised to take out their own holiday insurance including cancellation cover as soon as they receive the Confirmation.

3.6 The Owner may, but shall not be bound to, consider a request from the Guest to change the Holiday Period after a Confirmation has been issued. The Owner will confirm whether any additional conditions apply to the acceptance of such a request. For example the price may differ depending on the Holiday Period agreed, and the Owner reserves the right to charge the higher price in respect of such Booking.

### 4. ARRIVAL AND DEPARTURE

4.1 Unless otherwise agreed between the Parties, guests shall be entitled to arrive at Brightwater Lodge from 4pm on the Arrival Date.

4.2 Guests shall ensure that they have vacated Brightwater Lodge by 10am on the Departure Date.

4.3 At the Departure Date, the Owner would ask that Guests please leave everything as they find it and in a clean and tidy condition at Brightwater Lodge, including the garden ground.

## **5. USE OF BRIGHTWATER LODGE**

5.1 The number of persons occupying Brightwater Lodge must not exceed 4 and this must not be exceeded under any circumstances. If this is not observed by Guests, the Owner reserve the right to cancel the Contract immediately without any refund being due to the Guests whatsoever.

5.2 Brightwater Lodge shall be used by Guests for personal and domestic purposes only. Brightwater Lodge shall not be used by Guests for any commercial purposes whatsoever. The Owner reserves the right to refuse entry to any or all of the Guest's group if this condition is not observed, and generally in the case of any breach of the Contract by the Guest or anyone in the Guest's group.

5.3 The Guest will be responsible for ensuring that all members of their party using Brightwater Lodge during the Holiday Period comply with these terms and conditions and failure by any member of the party to do so will be the responsibility of the Guest.

## **6. CARE OF BRIGHTWATER LODGE**

6.1 Guests shall take all reasonable and proper care of Brightwater Lodge and its furniture, pictures, fittings and effects in or on Brightwater Lodge and leave them in the same state of repair and condition and in a reasonably clean and tidy condition at the end of the Holiday Period.

6.2 Guest shall ensure that they comply with all instructions regarding the use of Brightwater Lodge and its fixtures and fittings, furniture, white goods, etc and any instructions found in Brightwater Lodge for these items.

6.3 No smoking is permitted inside Brightwater Lodge and the Owner reserves the right to claim damages as a result of any cleaning costs or other damage caused by smoking.

6.4 The Guest will indemnify and pay to the Owner, on demand, in respect of all reasonable losses, costs and expenses arising as a result of any damage caused by the Guest or any member of the Guest's group to Brightwater Lodge and/or any and all items provided for the Guest's use (other than consumable items which are provided on a complimentary basis) and/or any theft of such items and/or for any non-standard cleaning costs arising as a result of the Guest's use of Brightwater Lodge.

6.5 The Owner respectfully request that any breakages or damages be reported immediately by Guests to the Owner to ensure that the Owner can get it replaced quickly.

## **7. PETS**

7.1 No pets are permitted in Brightwater Lodge with the exception of one well behaved dog.

7.2 If a Guest wishes to bring their dog to Brightwater Lodge for the Holiday Period, they must confirm their intention to do so in the pre-booking enquiry to the Owner.

7.3 Guests must make sure that they bring their dog's bedding and ensure that Brightwater Lodge and the surrounding garden ground is clean at the Departure Date.

7.4 The Owner reserves the right to claim damages from a Guest which are as a result of a Guest allowing pets or other animals in to Brightwater Lodge including, without limitation, any cleaning costs.

## **8. COMPLAINTS**

8.1 Should there be any cause for complaint during the Holiday Period it must be notified promptly to the Owner's agents, as detailed in the Confirmation, in the manner agreed in the Confirmation and, in the case of serious problems, confirmed in writing (including email). In the first instance, Guests are asked to call the Owner's agents as detailed in the Confirmation as soon as possible, so that swift action can be taken.

## 9. LIABILITY

9.1 The total liability of the Owner in contract, delict (including negligence or breach of statutory duty), misrepresentation or otherwise, arising in connection with the performance of the Contract shall be limited to a sum equal to the Price and the Owner shall not be liable to the Guest for any type of indirect or consequential loss or damage, costs, expenses or other claims for consequential compensation whatsoever (however so caused) which arise out of or in connection with the rental by the Guest of Brightwater Lodge. Nothing in this Contract shall, however, limit or exclude the Owner's liability for death or personal injury caused by the Owner's negligence, or the negligence of its agents or subcontractors at Brightwater Lodge. Notwithstanding the foregoing, if Brightwater Lodge becomes unavailable or unusable for some reason prior to the Arrival Date, such as though not limited, a reason related to fire or other damage to Brightwater Lodge or the theft of items within Brightwater Lodge, then the Owner's obligation will be to confirm the cancellation of the booking to the Guest as soon as possible and to reimburse the Guest in full for the Price and Deposit already paid to the Owner.

9.2 Notwithstanding any other provision of this Contract, the Owner shall be entitled to cancel the Contract on short notice and the Owner will not be liable in any circumstances as a result of any cancellation other than for the value of the Deposit and Price paid by the Guest.

9.3 On rare occasions, facilities may have to be temporarily withdrawn at short notice during the Holiday Period through circumstances which are beyond the Owner's control. The Owner will use their reasonable endeavours to advise of the withdrawal of any facilities as soon as possible before the Arrival Date.

9.4 The Owner will not be liable to the Guest for any damage or losses incurred by the Guest or anyone in the Guest's group. No compensation, costs, expenses or other sums of any description (including without limitation the cost of securing alternative accommodation) will be payable in such circumstances.

## 10. MISCELLANEOUS

10.1 **Right of Entry:** The Owner reserves the right of entry to Brightwater Lodge either in person or through the use of agents appointed by the Owner at all reasonable times for the purposes of inspection or to carry out any necessary repairs or maintenance. Guests shall be accommodating and under no circumstances refuse this right of entry.

10.2 **Building Work:** The Owner cannot be held responsible for any building or road works which may be carried out close to Brightwater Lodge during any Holiday Period. The Owner will endeavour, where possible, to advise the Guest in advance, should the Owner become aware of any anticipated works, although it is acknowledged that these can occur at any time without prior notice.

10.3 **Special Requests:** Special requests may be made prior to travel and whilst the Owner will endeavour to meet any special request, compliance with any such request cannot be guaranteed but will be advised. Under no circumstances will special requests requiring the compliance by the Owner of anything not connected to the provision of the facilities as advertised on the Owner or any third party's website form part of the contractual arrangement between the Parties and the Owner will not have any liability if any special request is not met, unless this has been guaranteed in writing.

10.4 **Governing law:** The Contract, and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with it or its subject matter or formation shall be governed by, and construed in accordance with the laws of Scotland. The Parties irrevocably agrees that the courts of Scotland shall have exclusive jurisdiction to settle any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with the Contract or its subject matter or formation.