

# Terms & Conditions

## All bookings are provisional until confirmed

### General Terms

1. Lettings have a minimum of two nights stay.
2. You may check-in from 12noon on the day of arrival. Check-out is at 12noon on the day of departure. No refunds will be given for early departure.
3. You agree to leave the pod clean and tidy upon departure and in the same condition as upon arrival.
4. All persons using the accommodation at any time must not exceed the maximum number as stated on the booking form or on the website. For the avoidance of doubt this is a maximum of two adults per pod.
5. No person under the age of 18 is permitted to stay.
6. There is no smoking or vaping allowed inside any of the pods. The property is classed as a business premises – it is against the law to smoke in a business premises.
7. Vaping, but not smoking, is permitted outside. For the avoidance of doubt the entire site is non-smoking.
8. The lighting of any fires on site, or on the foreshore, is explicitly prohibited. This includes, but is not limited to fire pits, open fires, or barbecues. Disposable barbecues are included in this prohibition.
9. You, or any member of your party, are not to cause an annoyance, become a nuisance to occupants of the other pod, or the cottage, during your stay, act illegally or antisocially or conduct yourselves in such a way that any damage is likely to be caused.
10. Any breach of terms 4 to 9 will result in you being asked to leave immediately with no refund.
11. The taking of any illegal substances will result in you being asked to leave immediately with no refund, and you will be reported to Police Scotland. You will also be banned from any future bookings.
12. You will be responsible for all damage or breakages caused by you and/or any members of your party (whichever applies) to the property or its contents (including the cost of any work needed to put this right).
13. The Owner, or their representative, is allowed to access the accommodation at any reasonable time during occupancy given early prior notification to carry out inspection or repairs as required in the event of unforeseen needs.
14. Occasionally, it may be necessary to make a material change to the booking arrangements for reasons such as withdrawal of a property or for any other problem with the property. The owner has the right to do so. In this event, we will contact you by phone or if reasonably possible in the case of a significant change or cancellation by email as soon as is reasonably practical. We will explain what has happened and let you know about the cancellation or change. In the event of the property being unavailable we will endeavour to offer an accommodation of a comparable standard and price. You will have the right to decline the alternative accommodation for whatever reason in which case we will refund the full amount paid, but no other compensation would be payable.
15. Pets are permitted on a case-by-case basis, at our discretion, in one of the pods. The other pod does not permit pets. Please read the terms for pet owners below.
16. Whilst we welcome people with disabilities our pods do not have step-free access and are not internally fitted to be disabled accessible. Where there are special requirements we will try to accommodate accordingly. Such requirements must be specified at the time of booking. The

owner, cannot accept responsibility for special requirements, unless specified during booking and confirmation is given by us. If you, or member of your party, suffers from allergic reactions please take note that we cannot guarantee that pets have never been in that accommodation and cannot be held liable in such circumstances.

17. The payment of the first night is due at the time of booking. This acts as a deposit. It is non-refundable. The balance is due four weeks prior to the stay and will be taken from the same payment method as the original booking, unless another payment method is specified. This is non-refundable unless we are able to re-let the pod in which case a refund will be processed.
18. Those arriving with no prior booking are asked to pay the full rental on arrival.
19. We regret that we cannot accept a booking from any groups or individuals on the Sexual Offenders Register or anyone subject to a sexual risk order, child abduction notice or anything similar.

## **Pets**

20. Even if your dog does not normally chase animals at home it's hard to predict how they will behave in a new place. Dogs must be kept on leads at all time even between the pod and the car. No exceptions will be made and any animal deaths or injuries will have to be paid for by the dog owner. We have cats on site, as well as pine-martens, otters, and occasionally deer.
21. Additionally, if you walk the foreshore, dogs must be kept on a lead at all times. The foreshore is used from time to time for the grazing of sheep and cattle. It is not our property and is a working farm. If you see animals being grazed you should not walk the foreshore. Large animals can be unpredictable and we are not able to accept any liability or responsibility for any incidents outwith our property. Additionally any deaths or injuries caused will have to be paid for by the dog owner and your details will be passed to the farmer to facilitate him recovering his losses.
22. Pets may not be left unattended in the pods, your car, or anywhere else on site.
23. Please bring your pet's bed with you. Animals cannot sleep on beds or sofas as the pods are occupied by a range of different people.
24. Please pick up your dog's poo using your preferred method, if this is a poo bag, please dispose of the bag into the designated bin and do not leave the bag outdoors.

## **Events beyond our control**

25. 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 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;
  - 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.

26. You agree that the property is let to you to be used for the purposes of a holiday only and you so accept that the letting is a holiday let to which paragraph 6 of schedule 1 of the Private Housing (Tenancies) (Scotland) Act 2016 applies namely 'A tenancy cannot be a private residential tenancy if the purpose of it is to confer on the tenant the right to occupy the let property for a holiday.'
27. When making a booking you have provided your personal information. We are committed to protecting any personal information you have provided us, directly through our website or via a third party booking agent. Terms and Conditions may change from time to time and in this event they will apply as the day of stay.

## **Cancellations**

28. Cancellations must be immediately notified to us by email.
29. For any guest that does not meet the expected criteria of our Terms and Conditions a booking may be refused or cancelled by us.
30. For any booking made a deposit is taken, corresponding to the first night's rent, which is non-refundable (force majeure excepted).
31. The full balance is due four weeks prior to your arrival and is non-refundable unless we are able to re-let the pod in which case a refund will be processed.