

# Terms And Conditions Of Stay (Rental Agreement)

**SUBMISSION OF ANY PAYMENT INDICATES THAT YOU HAVE READ AND AGREED TO THESE TERMS.** If you have booked with us, these terms will have also been emailed to you. [Download these terms as a PDF file.](#)

**The Accommodation:** Back Brae Lodge, Back Brae, Tobermory, Isle Of Mull, Argyll, Scotland PA75 6NU (UK)

**The Owner:** Kenneth Fraser, 28 Ness Road, Fortrose, Highland, Scotland IV10 8SD (UK)

**Date these terms came into effect:** September 22nd, 2021

**You:** as referred to in these terms, 'You' refers to the person making the initial arrangements to book the Accommodation, who will be fully responsible for the guests in residence.

**Holiday Lets:** these are defined as short-term lets extending to not more than 31 days, to the same person or persons in any single year.

Nothing in these terms affects your normal statutory rights.

## STANDARDS

The Owner will make every effort to ensure that you have an enjoyable and problem-free holiday, and pledges to:

- Describe accurately the services provided, on the Back Brae Lodge website and via email.
- Ensure high standards of guest care and cleanliness are maintained at all times.
- Deal promptly and courteously with all enquiries, requests, complaints and other feedback.
- Provide proper insurance cover, and comply with all relevant legislation and regulations.

It is essential that You [contact the Owner immediately](#) if any problem arises so that it can be speedily resolved. It is difficult to resolve problems unless the Owner is promptly notified.

Discussion of any criticisms with the Owner whilst You are in residence at the Accommodation will usually enable any shortcomings to be rectified straightaway. In particular, complaints of a transient nature (for example, regarding preparation or heating of the Accommodation) cannot possibly be investigated unless registered whilst You are in residence.

If any complaint cannot be resolved during Your holiday, You should contact the Owner with full details within 28 days of the end of Your stay. The Owner will always take into account any suggestions given regarding the Accommodation, for Your benefit and for future guests.

## OCCUPANCY

The maximum number of overnight guests allowable in the Accommodation at any one time is as follows:

- two adults - aged 18 years or over
- two children - aged 12 years or under - only by special arrangement with the Owner

One king size bed is available as standard, and one infant travel cot. Extra guests sleeping on floors are not permitted.

You are solely responsible for Your whole residential party. The Accommodation may not be sub-let by You, nor can You transfer possession of the property during the rental period. The Owner reserves the right to refuse entry to the Accommodation at any time, to any person considered (by the Owner or his agents) unsuitable to reside or take charge, and to terminate the stay if considered necessary.

You must allow the Owner or his agents entry to the Accommodation at any reasonable time for any necessary purpose, including to check on occupancy, for essential repairs or in an emergency.

## Dogs & Pets

We regret that dogs or other pets are strictly not allowed at Back Brae Lodge. This applies to all indoor and outdoor areas of the property. We may have guests who suffer from animal hair allergies or other sensitivities, and who book with us specifically

on the basis that the house has been completely pet-free. We do not risk guests' or housekeepers' health, and apply this rule strictly.

## **Breach of Occupancy Terms**

The Owner reserves the right to take any appropriate action if You are found to be in breach of these occupancy rules, including immediate termination of the booking and cancellation of any remaining booked nights, in which case you will be asked to leave the property within one hour.

## **BOOKING**

Depending on the time of year and other availability factors, the minimum booking period is between three and seven nights. Bookings made by those under 18 years of age will not be accepted.

To secure a booking You must submit either a deposit or full payment, providing all contact details as requested. Until this initial payment is received, the period will remain bookable by other parties.

Once Your initial payment has been received, You will receive a confirmation email containing the details of Your booking. You should check that these details are correct, confirm the dates required, and the total number of guests. Special needs or requests should be communicated well in advance, and the Owner will respond with details of the appropriate extra charge, if any.

## **PAYMENT**

For bookings made more than one calendar month in advance, You are required to pay a minimum £100 deposit. For bookings made less than one calendar month in advance, full payment is required.

If You have paid a deposit, Your balance payment for the stay must be received no later than one calendar month before the intended arrival date. For example, for an arrival date of 28th March, the full balance payment must be received by 28th February. You may receive a reminder email message shortly before Your balance payment is due. The Owner reserves the right to treat the booking as cancelled immediately after one calendar month prior to the arrival date if no balance payment has been received, regardless of whether any reminder message has been sent or received.

Receipt of all payments will be confirmed via email, or by telephone on request, with details on how to access the house on arrival.

## **ARRIVAL & DEPARTURE**

Unless otherwise arranged with the Owner, holiday stays start at 4.00pm on Your arrival day, subject to unavoidable housekeeping delays, and end at 11.00am on Your departure day. Arrangements must be made to depart the premises by the agreed time, to allow housekeeping for following guests. You should ensure that the Accommodation is left in a reasonably clean and tidy condition. You will be liable for any costs incurred by the Owner as a result of an unauthorised extension of your stay.

## **CHILDREN**

The house is not furnished to be completely toddler-proof. Parents should be extra vigilant with small children and should undertake a safety check throughout the house after arrival. Inside the house there is a flight of internal stairs and an open-plan kitchen. Outside the house there are steep rocks, walls and stone steps. If you have children of any age staying with you, you are obliged to take full responsibility for their actions.

## **TELEPHONE & INTERNET**

All outgoing UK landline calls (including 0800, 0845, 0870) of up to one hour are free of charge from the landline telephone supplied, however if other significant chargeable calls (eg to mobile phones or international) are made, these will be billed to you after your stay. The mobile phone signal in the house is generally good but may be patchy or non-existent elsewhere in Mull.

## **SMOKING**

Smoking is not allowable within the Accommodation under any circumstance. There is a decked patio area just outside the upper entrance where guests can smoke.

## BREAKAGES, LOSS & DAMAGE

You bind and oblige yourself to pay the Owner in respect of significant breakage, loss or damage to any item in the house, beyond fair wear and tear. You must reimburse the Owner using one of the standard payment methods after your stay has ended, at the cost determined by the Owner. Significant loss or damage requiring immediate repair or replacement, and affecting guests in the following booking period, will be pursued by legal means if no adequate reimbursement is received.

You are responsible for keeping the Accommodation secure while it is vacant during Your booking period. No items, fixtures or fittings should be removed from the Accommodation, left outside unattended or in wet weather.

## CANCELLATION POLICY

You are recommended to take out holiday insurance, in case of forced cancellation. If the reason for cancellation falls within the terms of Your insurance policy, any costs incurred will normally be refunded by Your insurance company on receipt of a valid claim, subject to their conditions. The Owner will supply confirmation of cancellation if necessary.

If you wish to cancel your booking, You should use the [contact details](#) shown on this website or in any previous correspondence to send a cancellation message, and You will receive confirmation. If You decide to terminate Your stay between your agreed arrival and departure time, this is effectively a cancellation of any remaining stay.

### Refund Policy

- **Within 7 days from Your initial payment:** You have the right to fully cancel your booking at no charge. All payments You have made will be returned in full.
- **After 7 days from Your initial payment, and more than 14 days prior to Your arrival date:** £100 of Your payment is non-refundable, but any balance payment will be refunded after Your cancellation.
- **After 7 days from Your initial payment, and less than 14 days prior to Your arrival date:** 100% of Your payment is non-refundable.

### Transfer Of Booking & Deposit

Within one year of Your cancellation, You have the option of transferring Your booking to any other currently available stay. This allows You to carry forward any non-refundable payment You have made.

- **If You have paid a deposit only:** You can choose a shorter stay than Your original booking if You prefer.
- **If Your original balance has been paid:** any increase in price for the new stay would be payable in addition, but not any decrease.
- You may transfer Your stay once only.
- Your balance payment would be due within the normal timescale prior to your entry date.

## COVID, UK & Scottish Government Travel Restrictions

In addition to the [Refund Policy](#) stated here, if the UK or Scottish Government places national or local restrictions on movement which result in travel to Tobermory becoming impossible for You, any deposit and balance payments made by You will be refunded in full by the Owner. A [Transfer Of Booking](#) can still alternatively be made if You prefer.

No additional deposit refund is available for other COVID cancellation reasons, including but not limited to reasons related to:

- testing
- self-isolation
- COVID incidence on Mull or in Your local area

You should make Your own arrangements to insure your payment against these possibilities.

### Other Natural Events & Travel

The Owner cannot be held responsible for natural disasters, weather-related events and other 'Acts of God' which are outside the Owner's control and result in Your stay being shortened or cancelled.

The Owner is not obliged to offer any compensation or refund in the case of failure of ferry and other public transport links, due to natural events or otherwise.

## **Owner Cancellation**

If Your booking period should become unavailable due to circumstances beyond the Owner's control (for example COVID, fire or weather), Your entire payments will be returned in full and:

- either the Owner will make reasonable efforts to find a suitable alternative property
- or the Owner may offer You an alternative stay at a discounted rate as compensation.

You will have no further claim against the Owner in either case. The Owner will not be liable to refund You for any fees You may have paid to any third party in connection with Your holiday (including, without limitation, fees for travel, entertainment, activities or insurance).

## **OWNER'S LIABILITY**

The Owner's maximum liability for losses You suffer as a result of the Owner acting in breach of these terms and conditions is strictly limited to the total fees You have paid for the booking. The Owner shall not be liable for any losses which are not a foreseeable consequence of the Owner breaking these terms. Losses are foreseeable where they could be contemplated by You and the Owner at the time Your booking is confirmed.

Your booking is made as a consumer for the purpose of a holiday and You acknowledge that the Owner will not be liable for any business losses howsoever suffered or incurred by You. The Owner shall not be liable to You for any personal injury or damage to or loss of personal property, except where it is caused by the Owner's negligence. This does not exclude or limit in any way the Owner's liability for death or personal injury caused by the Owner's negligence or for fraudulent misrepresentation, or for any matter for which it would be illegal for the Owner to attempt to exclude or limit liability.

The Owner will not be held responsible for any temporary or unexpected condition of the rented premises or its services (water, electricity) as a result of extreme weather conditions or other factors outwith his control.

## **OTHER LEGAL**

The use of the Accommodation by You is according to the terms of Section 12(2) and Schedule 4, Section 8 of the Housing (Scotland) Act 1988, and any subsequent amendment. This means that the Accommodation is to be used for Holiday Lets only and may not be sub-let. Save as otherwise provided herein, these terms shall be governed by and construed in accordance with Scots law and the parties hereby prorogate the non-exclusive jurisdiction of the Scottish courts.

If at any time any part of these Terms & Conditions is held to be unenforceable for any reason under any applicable law, that part shall be deemed omitted and the enforceability of the remaining parts shall not in any way be affected by that omission.

## **PRIVACY STATEMENT**

Information requested by the Owner during the booking process will be kept private and only be used for the purposes of:

- communicating with You about Your forthcoming stay
- contacting You by email for feedback on Your previous stay
- contacting You by email a few times per year to inform you of newly available stays and offers - if You do not wish to receive these messages, You may use the Unsubscribe link in the email received, or ask the Owner directly at any time to be unsubscribed.

The Owner is entitled to pass contact information to third parties where required to do so by regulation - for example for COVID Test And Protect purposes.

THANK YOU FOR YOUR UNDERSTANDING AND CO-OPERATION.