

Booking Terms and Conditions of Let for Bressay, Eshaness & Sumburgh Lighthouse Self-Catering Accommodation

These Booking Terms & Conditions of Let are applicable to all bookings placed from 1st March, 2021.

Scottish Government Covid-19 Guidance

Please note that during these times of Covid-19 restrictions, we will only be able to honour bookings that comply with Scottish Government guidance at the time of your stay. Current Scottish Government guidance can be viewed at: <https://www.gov.scot/coronavirus-covid-19/> Information is being updated on a daily basis and we recommend that you review this information regularly.

Travel Insurance

We strongly recommend you take out appropriate insurance against cancellation of your holiday.

General Conditions

Once a booking has been confirmed in writing, a Contract has been entered into. The person whose name appears on the Booking Confirmation agrees to take full responsibility for ensuring that all the following Conditions of Let are adhered to by all members of the party.

- To accept that a completed booking agreed by both parties is a binding contract and that any subsequent amendments must be agreed by both parties in writing.
- To pay a 30% deposit on booking, with the balance payable 6 weeks before the start of the holiday. If a booking is made less than 6 weeks before the start of the holiday the full rent is payable at the time of booking. Failure to pay any rental charges will result in the owner treating the property as available for re-letting.
- To limit the number of people occupying any one property to that stated in the brochure or website, unless by prior consent with the owner. We reserve the right to immediately terminate the booking if more than the specified number are found to be staying. Occupancy for our properties are as follows:
 - Sumburgh Lighthouse Cottage - no more than 5 persons (including children) will be permitted to occupy the property at any one time.
 - Eshaness and Bressay Lighthouse Cottages - no more than 6 persons (including children) will be permitted to occupy the properties at any one time.

Infants who occupy cots can be accommodated in addition to the above numbers. This should be discussed and agreed at the time of booking.

- To use the property solely as self-catering accommodation. Causing a nuisance or disturbance to neighbours or unreasonable behaviour by any member of the party may result in the owners asking guests to leave.
- To agree not to sub-let or re-assign the property to another person or persons without the owners' permission.

- If for any reason beyond our control we are unable to provide the property booked we will refund all monies you have paid in full and the hirer shall have no further claim against us.
- The property let is 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.

Covid 19

National Lockdown – In the event of a national lockdown that coincides with your holiday, where you are unable to travel, and we are prevented from opening, you will receive a full refund.

Regional/Local Lockdown – In the event that the address given on the booking is put into Local/Regional Lockdown, rendering you unable to travel, and the period of restriction covers the period of your booking, you will receive a full refund. Please note that this applies only to the address given on the booking by the lead booker, and does not apply if an unidentified party member at a different address is unable to travel due to local lockdown.

Your inability (or the inability of any, some or all of your intended occupants) or disinclination to travel to and stay at the hired property for any reason - This includes – but is not limited to – illness (including Covid), a requirement or recommendation to self-isolate or quarantine, a call to jury duty, incarceration, change in personal or work circumstances, family emergencies, travel delays, vehicle breakdown, and delays with public transport. These remain at your risk and do not give rise to a right to cancel or to receive a refund unless we re-let the property (see Cancellations below). You are strongly recommended to take out UK travel insurance to cover these eventualities. **If you choose not to take out UK travel insurance then you accept responsibility for any loss that you may incur due to your cancellation.**

Cancellations

- All cancellations must be made in writing (preferably by email) and the booking will be considered cancelled when acknowledged by the owner.
- All deposits are non-refundable, with the exception of deposits affected by local, regional or national lockdowns for Covid-19.
- Cancellation after full payment is at our discretion. We will always try to re-let but reserve the right to accept a reduced rate. If we are successful, we will refund the letting fee less a £25.00 administration fee and less any shortfall if a reduced rate is accepted.

Arrival & Departure

Guests are asked to contact the custodian for the property no less than 48 hours prior to arrival to discuss access to the property. Contact details will be issued one week prior to arrival. Guest arrival time is from 16:00 onwards. Guests need to vacate the property by 10:00 on the final day of the let, unless otherwise agreed with the custodian.

Liability

To accept that the responsibility for personal property of guests occupying the accommodation is solely theirs. All vehicles are also left at the guests' risk. Also, guests agree to absolve the owner of any responsibility for any accident or mishap to persons or property whilst on the premises or whilst engaged in any activity therein, or from any illness or injury arising from any cause whatsoever.

Maintenance

Every effort is made to repair any breakdown of equipment within the properties. We cannot guarantee that all repairs will be completed within the duration of your holiday, and no refund will be payable. We reserve the right to enter the property at any reasonable time to inspect and/or repair/replace damaged items.

Security & Safety

Guests are responsible for shutting and locking all exterior doors and windows and securing the property when absent or sleeping. Guests must also take responsibility for minimising any fire risk. By the nature of the property they are all located close to cliff edges and guests must always be aware of their surroundings at all times.

Cleaning

The property will be cleaned prior to arrival. Guests are responsible for general cleanliness throughout their stay and must leave the property in a reasonably clean and tidy condition at the end of the stay. If extra cleaning is required above the normal commercial clean the hirer will be charged.

Bed Linen & Towels

All bed linen and towels are provided. Fresh linen will be provided weekly if requested. They must be left undamaged i.e. not torn or dyed. A charge will be made if replacements are required.

Heating & Electricity

All heating and electricity costs are already included within the cost of the booking.

Damages

Guests will reimburse the owner for any breakages, loss or damage, other than those due to fair wear and tear.

Pets

No pets are permitted within the property at any time except Assistance Dogs which must be agreed in advance.

No Smoking

A no smoking policy is in operation within all our properties.

Visitors to Property

Visitors to the property must not be left unaccompanied in the property at any time.

Special Requests

Cots and high chairs need to be arranged at time of booking. Any other special requirement requests needs to be made and agreed prior to arrival.

Lost Property

Guests are responsible for the pre-payment of packaging and carriage costs of any belongings left behind.