

Terms and Conditions – Letting Agreement - Borrodale House, Arisaig, Inverness-shire, PH39 4NR (“the Property”)

General

1. This is a legally binding contract between the Property owner (“the Owner”) and the person booking to stay in the Property (“the Tenant”).
2. The Tenant is the person who signs the booking form or, in the case of online booking, the person who makes the online payment. This person is responsible for ensuring all members of the party accept and adhere to these terms and conditions.

Booking

3. A booking deposit of 30% of the full rental (“the Booking Deposit”) is payable within seven days of the provisional booking being taken. The booking is taken on a provisional basis until the Booking Deposit has been paid in full and funds cleared (where appropriate). The booking then becomes confirmed. Until the booking is confirmed, it can be cancelled at any time.
4. The balance of the rental, along with a Breakage Deposit (“the Breakage Deposit”), is payable not less than six weeks prior to the start of the rental. Failure to pay the balance and Breakage Deposit in full by the due date will constitute a cancellation of the holiday by the Tenant.
5. Bookings made less than 6 weeks prior to the arrival date must be paid in full at the time of booking.

Cancellation by the Tenant

6. Cancellation of the booking by the Tenant must be made in writing and sent by email to Polly Mahony at polly@borrodale.com

If the Tenant cancels, the Owner will attempt to re-let the Property and if successful, will re-pay to the Tenant the amount paid by the Tenant (up to the amount received on the re-let) less the Booking Deposit.

Cancellation by the Owner

7. If for any reason beyond the Owner’s control the Property becomes unavailable on the dates booked, the Owner will refund all money paid by the Tenant. The Owner will not be liable to pay compensation or consequential losses.

Holiday Cancellation Insurance

The Tenant should take out holiday cancellation insurance. Any insurance should cover the total cost of the Booking. The Owner will not offer refunds, postpone bookings or cover any losses incurred by the Tenant in circumstances where suitable insurance would have provided cover. It is the Tenant’s responsibility to check that its insurance cover is sufficient to cover any likely risks that may affect the holiday.

Number of Guests

8. The maximum number of people allowed to stay at the Property is 16 . If more people than that are staying, the Tenant and his/her party may be asked to leave immediately without any refund. Subletting or assignation of the let is prohibited.

Pets

9. Pets are allowed in the Property subject to the Owner's agreement. All pets must be house trained and the number and type of pet must not exceed what was agreed at the time of booking.

10. Pets must not be left unaccompanied in the Property at any time and must not be allowed upstairs. The Tenant shall be liable for all damage caused by his/her pet or any pet belonging to the Tenant's party. A charge will be made for any additional cleaning required. The Owner cannot be held responsible for any accident or injury to a pet during its stay.

Arrival and Departure Time

11. Every effort will be made to have the Property available from 4pm on the day of arrival. The Property must be vacated by 10am on the day of departure. Late departure may result in an additional charge being made.

Liability

12. The Owner is not responsible for any loss or damage to any possessions of, or injuries sustained by the Tenant or the Tenant's party. If any liability should nonetheless be established, such liability is limited to the amount covered by the Owner's liability insurance and shall not in any event include any consequential damages.

Cleaning

13. The Tenant and his/her party are to leave the Property in a clean and tidy condition, including but not limited to, emptying the dishwashers, correct rubbish/waste disposal and dog mess removal from the gardens. The Owner retains the right to make an additional charge (including by deduction from the Breakage Deposit) for extra cleaning should the Property not be left in a similar condition to the way it was found at the start of the rental.

Breakages

14. The Tenant will make every effort to keep the Property, fixtures and fittings and all contents in the same state of repair and condition as at the start of the rental. Any accidental damage or breakages should be reported to the Owner (or their representative) prior to departure. The Owner retains the right to make an additional charge (including by deduction from the Breakage Deposit) to cover the costs of any such damage or breakages. Minor breakages and reasonable wear and tear (in the opinion of the Owner) will not be charged for.

Electricity

15. The Property has electric night storage heaters on the ground floor and electric panel heaters in the bedrooms (see house notes for operating instructions). The rental includes a reasonable sum for electricity for the week (£250 per week between 1 May to 30 September and £325 per week between 1 October to 31 April inclusive of standing charge and VAT). The Owner retains the right to make an additional charge (including by deduction from the Breakage Deposit) at cost, for electricity used in excess of these amounts. Electricity meter readings are taken at the beginning and end of each booking.

Force Majeure

16. The Owner cannot accept liability or responsibility for any alterations, delay or cancellations or any other loss or damage caused by war, civil strife, terrorist action, industrial disputes, fire, flood, sickness, bad weather, livestock, epidemics, pandemics, acts of any government or public authority, changes imposed by re-scheduling of flights, ferries, trains or any event outside our control.

Complaints

17. If there is any problem with the Property, the Tenant should make any such problem known to the Owner (or their representative) as soon as possible. The Owner will make every endeavor to rectify any such problem as soon as is reasonably possible.

Return of Breakage Deposit

18. The Breakage Deposit, minus any deductions, will be returned to the Tenant within two weeks of the departure.

Miscellaneous

19. Whilst every care is taken to provide a true and accurate description of the Property, over time, alterations are made and some things do change. The Tenant accepts that no refunds are available for such discrepancies.
20. The Owner reserves the right to enter the Property, with or without workmen, at reasonable times, in the event of an emergency or when remedial repair or maintenance work is required.
21. The Owner may ask the Tenant and his/her party to leave the Property, without refund, should the behavior of the Tenant and/or his/her party be considered by the Owner to be unreasonable.

These terms and conditions supersede all previous issues.

Feb 2024