

# Terms and Conditions

## Collalis Holiday Let Terms and Conditions

In these terms and conditions the following terms have the following meanings:

**Accommodation** means the house shown in the confirmation invoice or as may otherwise be agreed in writing between Collalis Holiday Let and the Visitor;

**Agreement** means the agreement between Collalis Holiday Let and the Visitor for the holiday rental of Accommodation on these Terms and Conditions;

**Collalis Holiday Let** means the owner of Collalis Holiday Let whose business address is: 33 Bramblehedge Path, Jamestown, Alexandria, G83 8PH; and

**Visitor** means the person named in the confirmation invoice.

### 1. Agreement

1. These Terms and Conditions are on our website and with the confirmation invoice. The making of a booking will form an agreement on these Terms and Conditions between the Visitor and Collais Holiday Let for the holiday rental of the Accommodation.
2. Collalis Holiday Let permits the Visitor to occupy the Accommodation for the holiday period shown in the confirmation invoice together with the use of its contents.

### 2. Price Changes

1. Holiday prices are reviewed each year in autumn, for the coming calendar year. Once prices are reviewed, the price for each Visitor's booking is confirmed on their confirmation invoice.
2. If the Visitor has booked in advance of the price review, and the price for their holiday has changed as a result of the review, Collalis Holiday Let will notify the Visitor in writing as soon as possible. Collalis Holiday Let will then ask the Visitor to confirm the booking at the agreed new price, or confirm that they no longer wish to continue with the booking. Should the Visitor choose not to continue they shall be entitled to a full refund.
3. If Collais Holiday Let has not heard back from the Visitor within 4 weeks it shall notify them again and if it has still not received confirmation within a further 4 weeks it shall have the right to terminate the booking. In such circumstances, Collalis Holiday Let will only be liable for the return of the deposit. It is important in order for Collalis Holiday Let to correspond with the Visitor that the Visitor keeps Collalis Holiday Let notified of any changes in their contact details by writing to

*Collalis Holiday Let, 33 Bramblehedge Path, Jamestown, Alexandria,  
Dunbartonshire, G83 8PH*

or by calling 07855 255861 or e-mailing: [loiswedgwood@hotmail.com](mailto:loiswedgwood@hotmail.com)

### 3. Booking and Payment Terms

1. The total price for your booking (the "holiday price"), and the dates on which the holiday price is payable, will be set out in your confirmation invoice.
2. For bookings made 8 weeks or more in advance, the booking for a holiday will be effective when a deposit of at least one quarter of the holiday price

(rounding up to the nearest pound sterling) has been received by Collalis Holiday Let. Any bookings made 8 weeks or more in advance may be held as provisional bookings for a maximum of 48 hours. The full balance of the total holiday price (including any increase made in accordance with these Terms and Conditions) will be payable not later than 8 weeks before the holiday begins.

3. For bookings made for a holiday less than 8 weeks in advance provisional bookings cannot be held and full payment must be made at the time of booking.
4. The holiday price includes Value Added Tax ("VAT"). If rates of VAT change from that included in the holiday price Collalis Holiday Let may amend prices accordingly.
5. All payments can only be accepted in Pounds Sterling and, a credit card charge applies for payments made using Visa, MasterCard or American Express of 1.5% on the total booking value. No charge applies for payments made by debit card.

#### Cancellation

6. If a visitor wishes to cancel a booking it must give Collalis Holiday Let notice in writing as soon as possible. Cancellation takes effect on the day we receive your written notification. The closer your cancellation is to your holiday start date, the less likely we are to recover the holiday costs by re-selling your Accommodation. Our cancellation charges:

<b>No. of days prior to holiday start dates</b>	<b>Cancellation charge</b>
More than 180 days	£50
180 to 57 days	Loss of deposit ie one quarter of the holiday price
56 days to holiday start date or after holiday start date	100% of the holiday price

7. If, following a booking, the full balance is not paid on time, Collalis Holiday Let shall notify the Visitor. If, after 30 days from the date on which full payment is due, full payment has not been received by Collais Holiday Let then it may cancel the holiday booking and the above cancellation charges will apply, even if that requires extra payment to be made.

#### **4. Collalis Holiday Let to Refuse/Alter**

1. Collalis Holiday Let may, at its discretion, refuse any booking.

2. Collalis Holiday Let may cancel or alter arrangements made for the Visitor whether before or during the holiday period provided that such cancellation or alteration is necessary:
  1. due to circumstances beyond the reasonable control of Collalis Holiday Let; or
  2. to perform or complete essential remedial or refurbishment works.
3. If a booking is altered or cancelled by Collalis Holiday Let, it will take reasonable steps to offer a suitable alternative booking. If Collalis Holiday Let is not able to offer such an alternative or the Visitor does not accept the alternative offered, Collalis Holiday Let will return to the Visitor the relevant proportion of the holiday price paid by the Visitor to Collalis Holiday Let in respect of the Accommodation and will not otherwise be liable for any additional loss caused by such alteration or cancellation.

#### **5. Change of Booking**

1. Transferred bookings are not normally permitted e.g. a change in the Visitor or a transfer from one date to another.
2. Collalis Holiday Let may, at its discretion, accept transferred bookings subject to payment of a fee of £35.00 (thirty-five pounds). However, transferred bookings will not normally be accepted within one month of the Visitor's holiday, or from one calendar year to another.

#### **6. Occupancy & Maximum Numbers of Visitors**

1. Occupation must be limited to the maximum number of persons as set out in the confirmation invoice for the Accommodation stated, in the available beds only — no additional camp beds, tents, caravans or campervans are allowed. The occupation limits are set in line with the level of services available. To exceed the maximum number of persons agreed in the house overloads the facilities available which are often not designed or capable of supporting additional usage, and can lead to extensive and expensive damage.
2. As such any over-occupancy is considered to be a serious infringement of the Terms and Conditions and can result in an immediate requirement to vacate the premises, with no refund of monies due, and possible further charges in the event of damage to the facilities caused by excess usage (for example, a malfunctioning septic tank which has been used by a greater number of people than the tank is designed for).
3. The Agreement is personal to the Visitor. The Visitor must not use the Accommodation except for the purpose of a holiday by the Visitor and the Visitor's party during the holiday period, and not for any other purpose or longer period.
4. The maximum occupancy of the Accommodation shall not be exceeded. Collalis Holiday Let will however always give reasonable consideration to specific requests for use of the Accommodation which may relate to occupancy (for example, a function or celebration). If the Visitor wishes to hold any function or celebrations exceeding the occupancy limit it must first obtain the written permission of Collalis Holiday Let. If permission is granted, an additional charge will be made.

#### **7. Services**

1. The holiday price will include all charges for water, gas, electricity, or oil. Visitors must comply with the instructions found in the welcome pack in the Accommodation regarding the appropriate fuel for use on open fires or stoves within the Accommodation.

2. Any damage caused by using inappropriate fuel will be charged to the Visitor.

## **8. Liability and Loss of Visitor Property**

1. Any Visitor's property found at the Accommodation will be subject to the Collalis Holiday Let Policy regarding lost property as described in the welcome pack in the Accommodation. Lost property will normally be disposed of if it is not collected within 6 months and Collalis Holiday Let may charge a reasonable administration fee to cover the costs of storage and handling of lost property.
2. Collalis Holiday Let will not be liable for any loss of property or any other loss or damage caused by it or its agents or contractors:
  1. unless it has breached a legal duty of care owed to, or contractual term for the benefit of, the claiming party;
  2. where such loss or damage is not a reasonably foreseeable result of any such breach; or
  3. where such loss or damage results from a breach by the claiming party of any duty of care owed to, or contractual term for the benefit of, Collalis Holiday Let.

## **9. Pets**

1. Where dogs are agreed then a maximum number of dogs as per the agreement invoice shall apply and only well trained dogs are permitted on condition that they are not allowed upstairs, on the furniture, and especially the beds, nor left unattended in the Accommodation. All dogs must be pre-booked with Collalis Holiday Let (by phone, email or in writing) before the holiday commences. No other domestic pets can be accepted at Collalis Holiday Let.
2. Assistance dogs are permitted in the Accommodation, however the Visitor must notify Collalis Holiday Let of the intended presence of any assistance dogs prior to booking.

## **10. Collalis Holiday Let Right of Entry**

1. As with any Accommodation, there is a need for ongoing and occasionally unforeseen work at Collalis Holiday Let and its contractors may enter the Accommodation at any reasonable time for reasonable cause. This includes the need to undertake inspections and audits necessary to operate the business, the undertaking of unforeseen (internal and external) remedial repairs together with any annual external re-decoration for which access to the inside of the Accommodation may be required. External windows and doors may be opened during this process.
2. Collalis Holiday Let will give the Visitor reasonable notice of such requirements, and aims to restrict the working hours of our contractors to between the hours of 09.00 — 17:00. If this is not possible Collalis Holiday Let will offer you reasonable compensation for any foreseeable inconvenience or loss of enjoyment caused on that day.

## **11. Visitor Obligations**

1. The Visitor will be responsible for all payments and for any damage whether caused by the Visitor or his or her party. The Visitor agrees to make his or her party aware of these Terms and Conditions.
2. The Visitor agrees to keep and leave the Accommodation and its contents in the same state of repair and condition, and in a clean and tidy state as at the commencement of the booking period (reasonable wear and tear excepted).

3. The Visitor must allow Collalis Holiday Let and/or its agents to enter the Accommodation to inspect the state of it, on reasonable notice, except in emergency when immediate access must be granted.
4. The Visitor must not use the Accommodation or allow its use for any dangerous, offensive, noisy, illegal or immoral activities or carry on there any act that may be a nuisance or annoyance to Collalis Holiday Let or to any neighbours.
5. Collalis Holiday Let will not tolerate any verbal or physical abuse towards any of its staff or representatives.
6. The Visitor and his or her party must comply with any reasonable regulations relating to the Accommodation of which the Visitor has written notice. Such regulations will be found in the welcome folder in the Accommodation, typical examples would include any local conditions regarding parking, waste disposal and recycling.
7. Smoking is not permitted in any part of the Accommodation and the Visitor and any member of his or her party agrees not to smoke inside the Accommodation.
8. The use of candles or fireworks by the Visitor or his or her party at the Accommodation is strictly not permitted unless expressly agreed in writing with Collalis Holiday Let. Use of barbecues is not permitted at any time unless they are provided at the Accommodation by Collalis Holiday Let.

#### **12. Damages and Security Charge**

1. Collalis Holiday Let recommends that Visitors hold personal insurance for accidental damage and personal liability.
2. If on arrival at the Accommodation you discover that anything is missing or damaged then this must be reported to Collalis Holiday Let immediately otherwise it will be presumed that the damage/loss was caused by the Visitor and a charge will be made.

#### **13. Utilities Supply**

1. Collalis Holiday Let cannot accept responsibility for a shortage of utilities at the Accommodation where this is as a result of adverse weather conditions, an act or omission of the relevant service companies or for any other reason outside of Collalis Holiday Let's reasonable control.

#### **14. Weather**

1. If the Accommodation becomes inaccessible due to bad weather Collalis Holiday Let will take reasonable steps to inform the Visitor, Collalis Holiday Let's liability does not extend to weather related conditions that affect public roads.

#### **15. Comments/Complaints**

1. Every reasonable care will be taken to ensure that the Accommodation is presented to Visitors to a high standard. Should the Visitor find on arrival that there is a problem, or cause for complaint, the Visitor should immediately contact Collalis Holiday Let.
2. Collalis Holiday Let is committed to ensuring that any problems or complaints the Visitor may have whilst at the Accommodation are resolved efficiently and promptly, but as such must be given the opportunity to do so. Any refusal to notify Collalis Holiday Let immediately or refusal of reasonable rectification may affect the Visitor's right to compensation.
3. Visitors must provide a contact telephone number and suitable time for Collalis Holiday Let to communicate with them about problems or complaints.

Visitors must allow access to the Accommodation by any staff or contractors of Collalis Holiday Let to resolve problems or complaints. If despite contacting Collalis Holiday Let the problem or complaint remains unresolved, the Visitor must contact Collalis Holiday Let again. The Visitor must not independently move to other Accommodation without first allowing Collalis Holiday Let's the reasonable opportunity to assist in resolving the complaint or problem. If the Visitor does so, or refuses reasonable rectification, the Visitor may affect their rights to compensation.

4. Visitors must formally confirm any unresolved complaint in writing; by telephone or by email to Collalis Holiday Let within 28 days of returning from the holiday. Please contact:

*Lois Wedgwood, Collalis Holiday Let, 33 Bramblehedge Path, Jamestown, Alexandria, Dunbartonshire, G83 8PH*

or email address: [loiswedgwood@hotmail.com](mailto:loiswedgwood@hotmail.com)

#### **16. Arrival and Departure Times**

1. The Visitor and his or her party must arrive after the arrival time (4.00pm on the first day of the holiday period) but before 6:00 pm and depart before the departure time (10:00am on the last day of the holiday period). Collalis Holiday Let especially recommends arrival before 5pm in winter months where access to rural Accommodation is often made more difficult due to lack of local lighting. Any stay that extends over this period will be subject to a charge being made for additional days.
2. The Visitor will be issued with a set of keys to the Accommodation on the first day of the holiday period and the Visitor must return them on the last day of the holiday period or the date of departure, if earlier. Failure to do so will incur the cost of a replacement set.

#### **17. Rural Way of Life**

1. Collalis Holiday Let is located in a rural area and any action by the Visitor and his or her party that interrupts or endangers the livelihood of others authorised to use the Accommodation and/or the surrounding land belonging to Collalis Holiday Let will constitute a breach of the Agreement by the Visitor.
2. Wildlife may be present at the house. Any disturbance caused to the Visitor should be reported immediately to Collalis Holiday Let and reasonable steps will then be taken to assist the Visitor. There are many protected species and it is illegal to interfere with them or their habitat.

#### **18. Right to Evict**

1. Collalis Holiday Let may terminate the Agreement on notice, and in such case the Visitor and his or her party must leave the Accommodation, (without compensation being payable to the Visitor or any member of his or her party) if:
  1. this is deemed necessary by Collalis Holiday Let where there is a serious breach by the Visitor of the Agreement or the Visitor's or his or her party's behaviour endangers the safety of other Visitors or members of staff; or
  2. any complaints are made of anti-social, unacceptable behaviour or unreasonable breakages or damage occurs or smoking restrictions are not observed.

**19. Data Protection**

1. Collalis Holiday Let may communicate with you from time to time about its work. We will tell you how we do this on our web site.
  1. If you wish to alter the way we communicate to you at any time you can write to the address on the web site, [send an e-mail to loiswedgwood@hotmail.com](mailto:loiswedgwood@hotmail.com) or telephone 07855 255861.

**20. Governing Law**

1. The construction, validity and performance of the Agreement shall be governed by the law of Scotland, and both parties submit to the non-exclusive jurisdiction of the Scottish courts.